

**Attachment A:**

**Abutter's List, Abutter Notification, Affidavit of Service**





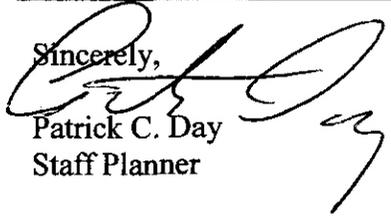
March 6, 2014

Dear Applicant,

Please find below the List of Abutters consisting of property owners within 100 feet of the property known as WS Maddie Drive (136-501). The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

Parcel	Location	Owner and Mailing Address
136-272	4085 ACUSHNET AVE	KROUZEK RONALD A, SANTOS PAULINE D 4085 ACUSHNET AVE NEW BEDFORD, MA 02745
136-502	MADDIE DR	MADDIE DRIVE REALTY ASSOCIATES LLC; Waterman Realty Trust <del>8 LITTLE FARM ROAD</del> 7 Candle Paper Lane LAKEVILLE, MA 02347 West Wareham, MA 02576
136A-414	1079 BRALEY RD	CITY OF NEW BEDFORD, PULASKI SCHOOL 131 WILLIAM ST NEW BEDFORD, MA 02740
136-501	MADDIE DR	CUSSON JENNIFER, 46 ELIZA LANE DARTMOUTH, MA 02744 02747-2395
136-503	22 MADDIE DR	MONTEIRO JOSE F, MONTEIRO KRYSTAL A 22 MADDIE DRIVE NEW BEDFORD, MA 02745
136-496	27 MADDIE DR	OKAFOR DEBORAH M, 27 MADDIE DRIVE NEW BEDFORD, MA 02745
136-497	19 MADDIE DR	RILEY JEFFREY, 875 STATE ROAD - UNIT 11-282 WESTPORT, MA 02790
136-461	4115 ACUSHNET AVE	ZARATE OSCAR, 4115 ACUSHNET AVENUE NEW BEDFORD, MA 02745
136A-379	BRALEY RD	CITY OF NEW BEDFORD, Pulaski School 131 WILLIAM ST NEW BEDFORD, MA 02740

Sincerely,

  
Patrick C. Day  
Staff Planner

**Notification to Abutters Under the Massachusetts Wetlands Protection Act**

*In accordance with the second paragraph of Massachusetts General Law Chapter 131, Section 40, you are hereby notified of the following:*

- A. The name of the applicant is Phil and Debbie Rose
- B. The Applicant has filed a Notice of Intent with the Conservation Commission For the municipality of New Bedford, MA seeking permission to remove, fill dredge or alter an Area Subject to Protection Under the Wetlands Protection Act (General Laws Chapter 131, Section 40). The Notice of Intent may also only pertain to work within 100' of an Area Subject to Protection Under the Act. Please see D & E below to find out more about the application.
- C. The location of the lot where the activity is proposed is Assessor's Map 136 Lot(s) 501 ; street address (if applicable) off Maddie Drive
- D. Copies of the Notice of Intent may be examined at the New Bedford Conservation Commission Office – Room 304 of City Hall, 133 William St., New Bedford between the hours of 8:30 AM and 4:00 PM Monday through Friday. For more information, call 508-991-6188.
- E. Copies of the Notice of Intent may be obtained from either (check one) the applicant \_\_\_\_\_ or the applicant's representative  by calling this number (508) 946-9231 between the hours of 9:00 and 4:00 pm on the following days of the week M-F.
- F. Information regarding the date, time and place of the public hearing may be obtained from New Bedford Conservation Commission by calling 508-991-6188 between the hours of 8:00 AM and 4:00 PM Monday through Friday

**Note:** Notice of the Public Hearing, including its date, time and place shall be published at least (5) days in advance in The Standard Times.

**Note:** Notice of the public Hearing, including the date, time and location shall be posted in City Hall not less than forty-eight (48) hours in advance.

**Note:** you may also contact your local Conservation Commission or the MADEP Southeast Regional Office @ 508-946-2700 for more information about this Notice or the Wetlands Protection Act.

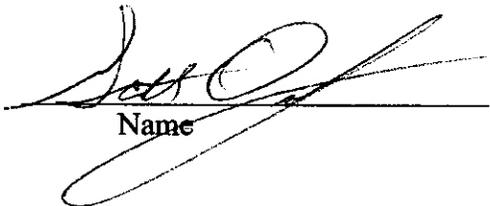
**AFFIDAVIT OF SERVICE**

Under  
Massachusetts Wetlands Protection Act M.G.L. c.131, §40  
&  
City of New Bedford Wetlands Protection Ordinance

I, Seth Dufort, hereby certify under the pains and penalties of perjury that on or about April 2, 2014, I gave notification to abutters in compliance with Massachusetts Wetlands Protection Act M.G.L. c.131, §40 & the City of New Bedford Wetlands Protection Ordinance in connection with the following matter:

A Notice of Intent has been filed under by the applicant, Phil and Debbie Rose, with the New Bedford Conservation Commission on April 2, 2014 for permission to construct a single family house including the associated site activities on Map 136 Lot 501, off Maddie Drive, New Bedford, MA. The proposed work will fall within the 100' buffer zone to Bordering Vegetated Wetlands (BVW).

The notification letter, a list of the abutters to whom it was given to and their addresses, are enclosed with this Affidavit of Service.

  
Name

4/2/14  
Date

**Attachment B:**

**Wetland Delineation Data Sheets**

## New Bedford Conservation Commission Bordering Vegetated Wetland Delineation Field Data Form

**Applicant:** The Community Bank

**Project Location:** Maddle Drive

**DEP File Number:** SE49-648

**Date of Delineation** 5/11/2010

X Vegetation Alone presumed adequate to delineate BVW boundary: fill out Section I only

Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II

Method other than dominance test used (attached additional information)

SECTION I. Vegetation		Observation Plot Number: 35' west from WL flag # 5, 13.5' north from WL flag # 6			
Sample Layer & Plant Species	Percent Cover	Dominance	Dominant Plant	Wetland Indicator Category	
<b>Canopy Layer</b>					
White Pine/ <i>Pinus strobus</i>	5	25	Y	FACU	
Red Maple/ <i>Acer rubrum</i>	5	25	Y	FAC	
White Oak/ <i>Quercus bicolor</i>	5	25	Y	FACU	
Green Ash/ <i>Fraxinus pennsylvanica</i>	5	25	Y	FACW	
<b>Shrub Layer</b>					
Eastern Cottonwood/ <i>Populus deltoides</i>	55	50	Y	FAC	
Asiatic bittersweet/ <i>Celastrus orbiculatus</i>	20	18	N	FACU	
Highbush Blueberry/ <i>Vaccinium corymbosum</i>	15	14	N	FACW-	
Northern Arrowhead/ <i>Viburnum dentatum</i>	10	9	N	FACW-	
Black Cherry/ <i>Prunus serotina</i>	5	5	N	FACU	
Ash saplings / <i>Fraxinus pennsylvanica</i>	5	5	N	FACW	
<b>Herbaceous Layer</b>					
Goldenrod (Elliot's) <i>Solidago elliotii</i>	90	95	Y	OBL	
bare ground	5	5	N		

**Vegetation conclusion:**

Number of dominant wetland indicator plants: 4

Number of dominant non-wetland indicator plants: 2

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants: Yes

**Section II. Indicators of Hydrology**

**Hydric Soil Interpretation**

1. Soil Survey	Bristol County - South
Title/Date:	Soil Survey of Bristol County Massachusetts Southern Part / 1981
Soil Type Mapped:	Paxton Fine Sandy Loam, Urdothents
Hydric Soil Inclusions:	

Are field observations consistent with soil survey? No, hydric soils indicate a hydric spodosol is dominating the BVW

**2. Soil Test Pit Description**

Soil Horizon	Depth (Inches)	Matrix Color	Mottles Color	Other Features
Duff	0-1/2			
A	0-6	10YR3/3		root hair
B1	6-13	10YR3/3		Root hair, manganese concentration
B2	13-22	10YR3/2	orange	
B3	22-33	7.5YR4/6	bright orange	
B4	33-37	10YR3/6	bright orange	root found

Depth of hole (Inches): 24 inches

Soil saturated (Inches): 31 inches (soil profile)

Site Inundated: No

Depth to free water in observation hole: NA @ 24"

Depth to soil saturation in observation hole: NA

Water marks present: No

Drift lines: No

Sediment deposits: No

Drainage pattern in BVW: No

Oxidized rhizospheres: No

Water-stained leaves: No

**Vegetation & Hydrology Conclusions**

Number of wetland indicator plants  $\geq$  number of non-wetland indicator plants YES

Hydric soil present: YES

Other indicators of hydrology present: deep A horizon indicated hydrology present for BVW

Sample location is in a BVW: YES

Other Remarks:

Are field observations consistent with soil survey? : no - this plot is on the edge of the boundary of the Paxton Soils and hydric soils

2. Soil Test Pit Description: soils were altered within the last 3+ year and all loam was removed from the test plot

Soil Horizon	Depth (inches)	Matrix Color	Mottles Color	Other Features
No duff layer				
A	0			
B1	0-6	10YR3/2	orange	
B2	6-13	10YR2/1 (grey)		
		10YR6/2 (grey)		
		10YR2/1 (orange)		
B3	13-28	10YR2/1		Fibrous , organic material
C	28-41	10YR2/1		Peat Moss, some mineral

Depth of hole (inches): 16 inches  
 Site inundated: No  
 Depth to free water in observation hole: N.A. @ 21"  
 Depth to soil saturation in observation hole: N.A. @ 21"  
 Water marks present: ditched areas with bare soils, catch basin draining wet area into detention basin  
 Drift lines: No  
 Sediment deposits: yes  
 Drainage pattern in BVW: yes  
 Oxidized rhizospheres: No  
 Water-stained leaves: No

**Vegetation & Hydrology Conclusions**  
 Number of wetland indicator plants  $\geq$  number of non-wetland indicator plants: YES  
 Hydric soil present: YES  
 Other indicators of hydrology present: Yes  
 Sample location is in a BVW: Yes  
 Other Remarks:

## New Bedford Conservation Commission Bordering Vegetated Wetland Delineation Field Data Form

**Applicant:** The Community Bank  
**Project Location:** Maddie Drive  
**DEP File Number:** SE49-648  
**Date of Delineation:** 5/1/2010

X Vegetation Alone presumed adequate to delineate BVW boundary: fill out Section I only  
 Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II  
 Method other than dominance test used (attached additional information)

**SECTION I. Vegetation** Observation Plot Number: 27' North East from edge of pavement from concrete retaining wall

Sample Layer & Plant Species	Percent Cover	Percent Dominance	Dominant Plant	Wetland Indicator Category
Canopy Layer				
None Present				
Shrub Layer				
Tussuck Sedge/ <i>Carex stricta</i>	65	30	Y	OBL
Spike Rush/ <i>Eleocharis robbinsii</i>	50	23	Y	OBL
Common Cattail/ <i>Typha latifolia</i> L.	35	16	N	OBL
Soft Rush/ <i>Juncus effusus</i> L.	30	14	N	FACW+
Bayonet Rush/ <i>Juncus militaris</i>	25	12	N	OBL
Swamp buttercup/ <i>Ranunculus septentrionalis</i>	10	5	N	OBL
Herbaceous Layer				
None Present				

**Vegetation conclusion:**

Number of dominant wetland indicator plants: 2  
 Number of dominant non-wetland indicator plants: 0  
 Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants: YES

**Section II. Indicators of Hydrology**

**Hydric Soil Interpretation**

<b>1. Soil Survey</b>	Bristol County - South
<b>Title/Date:</b>	Soil Survey of Bristol County Massachusetts Southern Part / 1981
<b>Soil Type Mapped:</b>	1. Paxton Fine Sandy Soils 2. Urdothents
<b>Hydric Soil Inclusions:</b>	

**Attachment C:**

**City of New Bedford Supplemental Worksheets**

QUITCLAIM DEED

Maddie Drive Realty Associates, LLC, a Massachusetts Limited Liability Company, of 8 Little Farm Road, Lakeville, Massachusetts, for consideration paid, and in full consideration of less than one hundred dollars (\$100.00) grants to Jennifer Cusson of 46 Eliza Lane, Dartmouth, Massachusetts, *with quitclaim covenants* the land in New Bedford, Bristol County, Massachusetts, together with the buildings thereon, bounded and described as follows:

Lot 4A as shown on plan entitled: "Plan of Land on Maddie Drive in New Bedford, Massachusetts," Owner and Applicant Colby Village, LLC, dated May 12, 2008 and recorded with the Bristol County (S.D.) Registry of Deeds in Plan Book 163, Page 26 and formerly shown as Lots 3, 4 and 6 as shown on plan entitled: "Colby Village, Definitive Subdivision off Acushnet Avenue in New Bedford, Massachusetts", Owners: Colby Village, L.L.C. and Robert J. Berche, dated April 13, 2005 and recorded at the Bristol County (S.D.) Registry of Deeds in Plan Book 158, Page 60.

Together with the rights to use Maddie Drive (a/k/a Madison Drive) as shown on said plans for all purposes for which streets and ways are used in the City of New Bedford.

Being a portion of the following deeds:

Deed from Wanda E. Moitzan, individually and as Trustee dated November 23, 2004, and recorded at the Bristol County (S.D.) Registry of Deeds in Book 7288, Page 222; and Deed from Robert J. Berche and Claire M.A. Berche dated December 21, 2006 and recorded at the Bristol County (S.D.) Registry of Deeds in Book 8465, Page 92.

Being a portion of the premises conveyed to this Grantor by foreclosure deed recorded with the Bristol County (S.D.) Registry of Deeds in Book 10534, Page 293.

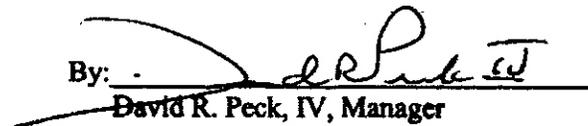
**This does not constitute a conveyance of all or substantially all of the assets of the LLC.**

**The Grantor herein retains lots 3A and 6.**

**The consideration herein is such that no deed stamps are required.**

Witness our hands and seal this 3<sup>rd</sup> day of October, 2012.

MADDIE DRIVE REALTY ASSOCIATES, LLC

By:   
David R. Peck, IV, Manager

*The Commonwealth of Massachusetts*

BRISTOL, ss.

October 3<sup>rd</sup>, 2012

On this 3<sup>rd</sup> day of October, 2012, before me, the undersigned notary public, personally

Vacant Land US Maddie Drive New Bedford MA

**Appendix**

(1) Owner's/Landlord's Name: Jennifer Cusson

(2) Title Reference to Property: Book 10554 Pg 48

(Attach copy of Deed, Certificate of Title & most recent Recorded Plans showing affected lot or lots)

(3) If the Applicant is Not the Owner:

Provide:

1. Notarized authorization letter from owner to tenant or buyer for application for this permit (on letterhead);
2. Copy of Purchase & Sale agreement or lease, where applicable;

**(In addition, for ZBA only)**

3. Copy of the deed or deeds of abutting parcels if said parcels have been held in common ownership with the subject property at any time since January 1, 1976.



**CITY OF NEW BEDFORD  
MASSACHUSETTS**

**CONSERVATION COMMISSION  
2009 FILING FEE CALCULATION WORKSHEET\***

**PROJECT LOCATION:**

off Maddie Drive MAP 136 LOT(S) 501

APPLICANT: Phil and Debbie Rose

**CONSERVATION COMMISSION FEES (check all that apply):**

- REQUEST FOR DETERMINATION OF APPLICABILITY
- NOTICE OF INTENT
- INQUIRY AS TO NEED FOR AN AMENDED ORDER\*\*
- AMENDED ORDER OF CONDITIONS
- ANRAD (Abbreviated Notice of Resource Area Delineation)
- EXTENSION PERMIT
- CERTIFICATE OF COMPLIANCE
- AFTER THE FACT FILING
- RESTORATION PLAN FEE (no NOI filing required)
- LIFTING AN ENFORCEMENT ORDER
- PENALTIES

**(A.) ALTERATION FEES:**

Application and field review of a project proposed in a Wetland Resource Area or its Buffer Zone is \$150.00 plus the applicable alteration fee as follows

	<b>AMOUNT DUE</b>
• Application and Field Review Fee (\$150.00)	\$ _____
• \$0.50 X _____ SF Wetland Resource Area	\$ _____
• \$0.05 X _____ SF Land Subject Coastal Flooding	\$ _____
• \$0.20 X _____ SF Developed Riverfront Area	\$ _____
• \$1.00 X _____ SF Undeveloped Riverfront Area	\$ _____
• \$5.00 X _____ LF Coastal Bank	\$ _____
• \$0.10 X <u>11500</u> SF Buffer Zone	\$ <u>1150.00</u>

**(B.) EXTENSION of an Order of Conditions:**

- Minor Project ... \$100.00 + \_\_\_\_\_ (¼ local fee from NOI) \$ \_\_\_\_\_
- Other Projects ... \$200.00 + \_\_\_\_\_ (¼ local fee from NOI) \$ \_\_\_\_\_

**(C.) AMENDING A PERMIT:**

- Written inquiry or request to appear to determine the need for an Amended Order:\*\* (\$50.00 fee) \$ \_\_\_\_\_
- Amending OOC: \$150.00 + \_\_\_\_\_ (applicable alteration fee) \$ \_\_\_\_\_

**(D.) RESOURCE BOUNDARY DELINEATION VERIFICATION USING AN RDA APPLICATION:**

- \$150.00 + \$2.00 X \_\_\_\_\_ LF Wetland boundary \$ \_\_\_\_\_

**(E.) ABBREVIATED RESOURCE AREA DELINEATION VERIFICATION (ANRAD)**

- \$150.00 + \$1.00 X \_\_\_\_\_ LF Resource Area boundary \$ \_\_\_\_\_

**(F.) RESOURCE BOUNDARY DELINEATION VERIFICATION CONDUCTED DURING A NOTICE OF INTENT REVIEW**

- \$150.00 + \$3.00 X \_\_\_\_\_ LF Resource Area boundary \$ \_\_\_\_\_

**(G.) DOCKS:**

- \$100.00 + \$4.00 X \_\_\_\_\_ LF of dock \$ \_\_\_\_\_
- Add 150% to total fee if in significant shellfish habitat \$ \_\_\_\_\_

**(H.) AFTER THE FACT FILING:**

- All Total Fees are doubled \$ \_\_\_\_\_

**(I.) RESTORATION PLAN FEE:**

- (\$150.00 + \_\_\_\_\_ Alteration Fee) Multiplied by 2 \$ \_\_\_\_\_

**(J.) LIFTING ON ENFORCEMENT ORDER:**

- \$150.00 fee \$ \_\_\_\_\_

**(K.) CERTIFICATE OF COMPLIANCE:**

- refer to "K" of the Fee schedule \$ \_\_\_\_\_

**(L.) PENALTIES:**

- refer to "L" of the Fee schedule \$ \_\_\_\_\_

**TOTAL AMOUNT DUE (including after-the-fact fee if applicable): \$ 1150.00**

**Notes:**

\* Please refer to the Conservation Commission Fee Schedule - Revised April 2009

\*\* This is not required, but available for anyone who would like to appear to discuss the need to Amend.

Please make check or Money Order payable to: THE CITY OF NEW BEDFORD.  
Cash is not Accepted.

**STANDARD FORM PURCHASE & SALE AGREEMENT**

From the Office of: **RE/MAX Classic**  
 391 Huttleston Avenue  
 Fairhaven, MA 02719

This 7 day of February, 2014

1. PARTIES AND MAILING ADDRESSES  
 (fill in)

**Jennifer Cusson**  
 hereinafter called the SELLER, agrees to SELL and **Philip M.& Debra A. Rose**

2. DESCRIPTION  
 (fill in and include title reference)

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

**Land Only, lot #4, Maddie Dr. New Bedford, Mass.02745, containing 16,552 sq/ft, recorded in book7288,page 222, map 136,lot0501**

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

but excluding

4. TITLE DEED  
 (fill in)  
 \*Include here by specific reference any restrictions, 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 seven

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

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

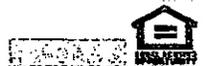
5. PLANS

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. PURCHASE PRICE  
 (fill in) space is allowed to spell out the amounts if desired

The agreed purchase price for said premises is \$ **60,000.00**

\$ **4,000.00** have been paid as a deposit this day and  
 \$  
 \$ **56,000.00** are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, check(s).  
 \$  
 \$ **60,000.00** TOTAL



7. 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.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in)

Such deed is to be delivered at 3 o'clock (am/ pm) on the 10 day of April 20 14 at the Bristol County

Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION and CONDITION of PREMISE (attach a list of exceptions, if any)

Full possession of said premises ~~from~~ of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired).

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 thirty \_\_\_\_\_ days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

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

12. BUYER's ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this 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.

13. 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.

14. USE OF MONEY TO CLEAR TITLE

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

15. **INSURANCE**  
\*Insert amount (list additional types of insurance and amounts as agreed)

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance

Amount of Coverage

a. Fire & Extended Coverage

\*\$

as presently insured

b.

\*\$

c.

\*\$

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 otherwise herein 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 \$2,000.00  
is due from the SELLER to RE/MAX Classic

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 Starboard Real Estate sales LLC  
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 Starboard Real estate sales LLC 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 in writing 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.

22. **RELEASE BY HUSBAND OR WIFE**

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

23. **BROKER AS PARTY**

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

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

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

25. **WARRANTIES AND REPRESENTATIONS**  
(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 the BUYER relied upon any warranties or representations not set forth or incorporated in this agreement. If any warranties or representations were relied upon by the BUYER, they are set forth here or incorporated elsewhere in this agreement:

26. 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 \$ 146000 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before March 28, 20 14, 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 Feb. 14, 20 14.

27. 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 enures 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 of 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 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.

29. SMOKE/CO DETECTORS

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 and carbon monoxide detectors in conformity with applicable law. In the event the premises are exempted from the statute governing installation of co detectors, the SELLER shall provide satisfactory evidence of such exemption

30. ADDITIONAL  
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

Subject to city of New Bedford issuing a building permit, seller is aware that  
buyers are licensed  
real estate agents

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: Jennifer Curson  
Print Name: Jennifer Curson  
Taxpayer ID/Social Security No. \_\_\_\_\_  
SELLER (or Spouse): \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Taxpayer ID/Social Security No. \_\_\_\_\_

BUYER: [Signature]  
Print Name: \_\_\_\_\_  
Taxpayer ID/Social Security No. \_\_\_\_\_  
BUYER: [Signature]  
Print Name: \_\_\_\_\_  
Taxpayer ID/Social Security No. \_\_\_\_\_

BROKER(S)

**Attachment D:**

**Site Plan**