

PURCHASE AND SALE AGREEMENT

From the Office of:
Peter T. McNulty, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
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1. PARTIES
AND MAILING
ADDRESSES

This 29th day of March, 2022, Charles Ladd, Jeffrey Ladd, and Donald Ladd, Jr., as Trustees of the Marjorie Ladd Revocable Trust u/d/t dated November 26, 2022, Trust Certificate recorded with Plymouth County Registry of Deeds in Book 37004, Page 258, See Plymouth Probate Docket No. PL03P0310-EP1, c/o Ohrenberger, De Lisi & Harris, LLP, 28 New Driftway, Scituate, Massachusetts 02066, hereinafter called the SELLER, agree to SELL and TOWN OF SCITUATE, through its Conservation Commission, with an address of Scituate Town Hall, 600 Chief Justice Cushing Highway, Scituate, MA 02066, by the Scituate Board of Selectmen and the Scituate Conservation Commission, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The real property with the improvements thereon known and numbered as 62 Mordecai Lincoln Road and 68 Mordecai Lincoln Road, Scituate, Massachusetts, and Cohasset, Massachusetts, together otherwise referred to as the "Premises."

For SELLER'S title, see Deed recorded with the Plymouth County Registry of Deeds at Book 2573, Page 100 a copy of which is not attached.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith. SELLER is conveying the premises AS IS, with no warranties, representations, or undertakings other than as contained herein.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) provisions of existing building and zoning laws;
 - (b) existing rights and obligations in party walls which are not the subject of written agreement;
 - (c) such taxes for the then current year as not due and payable on the date of the delivery of such deed;
 - (d) any liens for municipal betterments assessed after the date of this Agreement; and
 - (e) easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises.
- (f) Easement dated March 27, 2009, recorded with Plymouth County Registry of Deeds in Book 37004, Page 260.

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

Not Applicable

7. PURCHASE PRICE

The agreed purchase price for said premises is ONE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,300,000.00) to be paid at the time of delivery of the deed by certified, cashiers, treasurer's, bank check(s) or by wire transfer.

8. TIME FOR PERFORMANCE DELIVERY OF DEED
Such deed is to be delivered at 12:00 P.M. on or before July 14, 2022, at the Plymouth County Registry of Deeds or at a place chosen by the counsel to the BUYER, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. No representative of SELLER shall be obligated to attend the closing.
9. POSSESSION AND CONDITION OF PREMISES
Full Possession of said premises, 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 hereto.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the 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 and without recourse to the parties hereto, unless the SELLER shall 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 (30) calendar days.
Seller shall not be obligated to expend more than \$2,500.00 in using reasonable efforts hereunder exclusive of monetary encumbrances.
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 and 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 therefor 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 and recording of a deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
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 deed or within a reasonable time after delivery of the deed, in accordance with local conveyancing custom.

15. INSURANCE Until the recording of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
Fire and Extended Coverage	As Presently Insured

Risk of loss shall remain with SELLER until recording of the deed.

16. ADJUSTMENTS Taxes for the then current fiscal year, shall be apportioned 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.

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 Not Applicable

19. BROKER(S) WARRANTY Not Applicable

20. DEPOSIT Not Applicable

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 and this shall be the SELLER' sole and exclusive remedy for any default by the BUYER hereunder, at law or in equity.

22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse, if any, 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 Not Applicable

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 The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE

26. MORTGAGE CONTINGENCY CLAUSE Not Applicable

27. CONSTRUCTION OF AGREEMENT This instrument, executed in four (4) 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 canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two (2) 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

Not Applicable

29. SMOKE
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 the said premises have been equipped with approved smoke detectors in conformity with applicable law. For properties sold or conveyed after March 31, 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, §26F1/2 or that the Premises are otherwise exempted from the statute.

30. ADDITIONAL
PROVISIONS

The attached Addendum A and Addendum B are incorporated herein by reference.

- a. This Agreement is subject to an affirmative vote for the use of CPC funds for purchase of the property of the Town of Scituate Town Meeting at its Annual Town Meeting scheduled for April 11, 2022, as the same may be continued to an additional date. If no affirmative vote is reached at said Annual Town Meeting, then at the election of the SELLER by written notice to the BUYER, this Agreement shall null and void and be of no further force and effect.

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

[signatures on following page]

TOWN OF SCITUATE, BUYER
By: The Scituate Board of Selectmen



SELLER:
MARJORIE LADD REVOCABLE TRUST

Karen E. Connolly, Chair

By: Charles Ladd, Trustee, as aforesaid


Karen B. Canfield, Vice Chair

By: _____
Jeffrey Ladd, Trustee as aforesaid


Andrew W. Goodrich, Clerk

By: _____
Donald Ladd, Jr., Trustee as aforesaid

Maura C. Curran


Anthony W. Vegnani

April 5, 2022
Date

Date

**ADDENDUM A TO PURCHASE AND SALE AGREEMENT
BETWEEN
CHARLES LADD, JEFFREY LADD, AND DONALD LADD, JR., TRUSTEES OF
MARJORIE LADD REVOCABLE TRUSTAS SELLER,
AND
THE TOWN OF SCITUATE AS BUYER
WITH RESPECT TO 62 MORDECAI LINCOLN ROAD AND 68 MORDECAI LINCOLN
ROAD, SCITUATE , MASSACHUSETTS**

1. ENVIRONMENTAL INSPECTION: Intentionally Deleted.

DAMAGE:

Any damage to the Premises prior to the closing shall be repaired by the SELLER at the SELLER'S expense in a good and workmanlike manner prior to the closing. If the SELLER does not agree that such repairs are reasonable under the circumstances, then upon written notice from the BUYER to the SELLER all money paid to the SELLER by or on behalf of the BUYER shall be refunded forthwith, all other obligations of the parties under this Agreement shall cease, and this Agreement shall be void and without recourse to the parties hereto.

2. BUYER and SELLER hereby authorize their respective attorney or agent, as the case may be, to execute on their behalf any extensions to the time of performance under this Agreement and any change of location for delivery of the deed, and the BUYER and SELLER shall be able to rely upon actual signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

3. TITLE AND PRACTICE STANDARDS:

Title shall be determined acceptable under the customary and usual title standards accepted by the Massachusetts Real Estate Bar Association (REBA). Any question regarding the practice or procedure regarding conveyance of the premises shall be governed by the Practice Standard Section of REBA, to the extent applicable.

4. Intentionally Deleted.
5. The parties hereto also agree to execute and deliver to the requesting party whatever additional documents or amendments to existing documents are reasonably required to effectuate the sale and purchase under this Agreement provided such additional documents or amendments are prepared by the requesting party, and do not in any way adversely affect, or otherwise enlarge the liability of, any of the parties relative to said sale and purchase.

6. SELLER represents to the BUYER that the best of SELLER'S knowledge and belief, there are no underground oil tanks on the premises.

7. Intentionally Deleted.

9. SELLER represents and warrants to the BUYER that SELLER has received no written notice of, and SELLER has no actual knowledge of, any fire, zoning, building code, pollution or health violation in or on the premises, and SELLER has received no written notice of, and SELLER has no actual knowledge of, any suits or judgments in relation to any such violation. This representation and warranty shall survive delivery of the deed.

10. TITLE INSURANCE:

Notwithstanding anything herein contained to the contrary, the premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless title to the premises is insurable, for the benefit to the BUYER in a fee owner's policy of title insurance at normal premium rates, on a standard ALTA insurance policy by a title insurance company licensed to do business in the Commonwealth of Massachusetts subject only to the printed exceptions to title normally included in the jacket and schedules to such form and those exceptions set forth in paragraph 4 of this Agreement.

11. It is understood and agreed by the parties that notwithstanding any other provisions of this Agreement the premises shall not be in conformity with this Agreement unless no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises.

12. SELLER'S AFFIDAVITS.

At closing, SELLER shall execute and deliver to counsel for the BUYER certification of SELLER'S non-foreign status and such other documents as shall be reasonably and customarily requested by BUYER'S counsel and/or BUYER'S title insurer.

13. The SELLER and the BUYER shall provide their respective tax identification numbers at the closing for income tax reporting purposes.

14. NOTICE PROVISIONS:

Any notice required or permitted to be given hereunder shall be in writing and delivered by hand, or if during business hours, by facsimile transmission followed by the original by regular mail, or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the parties at the following addresses:

FOR SELLER:

William H. Ohrenberger III, Esq.
Ohrenberger, De Lisi & Harris, LLP
28 New Driftway
Scituate, MA 02066
Ph. (781) 545-0020
Fax (781) 545-4712
who@odhlegal.com

FOR BUYER:

Peter T. McNulty, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169
Phone: 617-479-5000
Fax: 617-479-6469
Email: pmcnulty@mhtl.com

15. DELETED

16. EFFECT OF THIS ADDENDUM:


This Addendum modifies and amends and is hereby incorporated into the Purchase and Sale Agreement to which it has been attached.

[Signatures on following page]


TOWN OF SCITUATE, BUYER
By: The Scituate Board of Selectmen

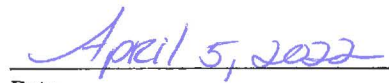

Karen E. Connolly, Chair


Karen B. Canfield, Vice Chair


Andrew W. Goodrich, Clerk

Maura C. Curran


Anthony V. Vegnani


Date

SELLER:
Marjorie Ladd Revocable Trust

By: _____
Charles Ladd, Trustee as aforesaid

By _____
Jeffrey Ladd, Trustee as aforesaid

By: _____
Donald Ladd, Jr., Trustee as aforesaid

Date

ADDENDUM B TO PURCHASE AND SALE AGREEMENT
BETWEEN
CHARLES LADD, JEFFREY LADD, AND DONALD LADD, JR., TRUSTEES OF
MARJORIE LADD REVOCABLE TRUST, AS SELLER,
AND
THE TOWN OF SCITUATE AS BUYER
WITH RESPECT TO 62 MORDECAI LINCOLN ROAD AND 68 MORDECAI LINCOLN
ROAD, SCITUATE, MASSACHUSETTS

1. It is understood that portions of the premises may have been painted, plastered or glazed with paint or material containing lead and that no representations are made by the SELLER with respect to the presence or absence thereof. The BUYER understands that in the event that a child or children under the age of six shall become a resident in the premises, the BUYER may incur obligations to remove any such materials which may contain dangerous levels of lead pursuant to Chapter 111, Section 197 of the General Laws, and the BUYER agrees to accept the premises notwithstanding the existence of such paint or material. BUYER hereby agrees that SELLER shall have no responsibility or liability for complying with any statutes, building codes, ordinances, regulations or the like which relate to lead paint or any requirement that SELLER remove the same, BUYER hereby assuming any such responsibility and liability.
2. The BUYER warrants to the SELLER that they have dealt with no broker or other person entitled to a broker's commission in connection with this transaction, except the broker listed herein, and they agree to hold harmless from and indemnify the SELLER against all damages, claims, losses and liabilities, including legal fees, incurred by the SELLER as a result of the failure of this warranty. This provision shall survive the closing hereunder.
3. Any and all prior memoranda and agreements between the parties hereto, are hereby superseded and shall have no further force and effect.
4. SELLER makes no warranties, either express or implied, as to Condition of the Premises. By execution of this Agreement, BUYER acknowledges that BUYER has had an opportunity to have the Premises inspected by consultants of BUYER'S own choosing, and that BUYER is purchasing the Premises in its present condition, "AS IS," "AS SEEN" and "AS SHOWN" except as otherwise specifically set forth herein.
5. Any provision of this Agreement which is prohibited or unenforceable in any governing jurisdiction shall, as to such jurisdiction, be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law and shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction. No provision of this Agreement shall be construed against a party hereto merely by virtue of such Party's having drafted the language therefor.

6. With regard to this Agreement, and any extension to the Agreement or any contingencies included in the Agreement, facsimile signatures shall have the same effect as original signatures. The Attorneys, after consultation with clients, shall have the authority to agree to extend any provision by written agreement sent via facsimile.
7. The SELLER and BUYER acknowledge that the on-site septic system(s) on the Premises may not be in compliance with Title 5 of the State Sanitary Code ("Title 5") and the Premises is being conveyed in its present "AS IS" condition. BUYER agrees, at their sole cost and expense to perform any necessary work and file any required notices and filings as required by Title 5 for said on-site septic system(s) after the date of the time of performance set forth herein, and agree to hold the SELLER harmless pertaining to the same.
8. BUYER agrees that Donald Ladd, Jr. and Brenda Ladd (the "Ladds") shall be permitted to use and occupy a portion of the Premises at 68 Mordecai Lincoln Road, Scituate, MA for thirty (30) days from the time of closing (the "Occupied Premises"). The Ladds agree during the term of their use and occupancy to keep the Occupied Premises in the same condition as at the beginning of such use and occupancy and to keep the Occupied Premises in a clean orderly condition and at the end of such use and occupancy the Occupied Premises shall be in the condition required by the Agreement. It is agreed that the Ladds shall promptly pay all bills for fuel, heat, electricity, telephone and other utilities furnished to the Occupied Premises during their use and occupancy, and shall keep the Occupied Premises adequately heated. The Ladds agrees that it is their obligation to insure their personal property and that they shall not permit any use of the Occupied Premises which is unlawful, improper or contrary to any applicable law or ordinance and hold the BUYER harmless from any liability, loss, damage to persons or property caused or occasioned by the Ladds use and occupancy or any act, omission, negligence, misconduct of any persons other than BUYER. It is agreed that any such use and occupancy is for the use and occupancy of the Ladds and their family members. It is further agreed that such use and occupancy shall not constitute a leasehold interest in any manner and that at the termination of such use and occupancy BUYER may use any and all legal remedies including physical eviction to remove the Ladds and the Ladds' possessions from the Occupied Premises.

TOWN OF SCITUATE, BUYER
By: The Scituate Board of Selectmen



Karen E. Connolly, Chair



Karen B. Canfield, Vice Chair

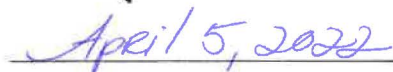


Andrew W. Goodrich, Clerk

Maura C. Curran



Anthony J. Vegnani



April 5, 2022

Date

SELLER:
MARJORIE LADD REVOCABLE TRUST

By: _____
Charles Ladd, Trustee as aforesaid

By: _____
Jeffrey Ladd, Trustee as aforesaid

By: _____
Donald Ladd, Jr., Trustee as aforesaid

Date