

## PURCHASE AND SALE AGREEMENT

1. Information and Definitions.

- (a) DATE OF THIS AGREEMENT: June 25, 2024
- (b) PREMISES: Three parcels of land, located off College Highway, Southampton, as described in a deed recorded with the Hampshire County Registry of Deeds in Book 14641, Page 304, being Assessor's Parcels Map 19-141, Map 19-144 and Map 24-15 (collectively, the "Premises")
- (c) SELLER: **Eugene R. Labrie and James R. Labrie**
- Seller's Attorney: John C. Jakobek, Jr., Esq., 4 Pine Street, Easthampton, MA 01027
- Phone: (413) 527-6513
- Email: [j.jakobekjr@verizon.net](mailto:j.jakobekjr@verizon.net)
- (d) BUYER: **Town of Southampton – Town Administrator**
- Buyer's Attorney: Katharine Lord Klein, Esq.
- Address: KP Law, P.C., 101 Arch Street, Boston, MA 02110
- Phone: (617) 654-1834
- Email: [kklein@k-plaw.com](mailto:kklein@k-plaw.com)
- (e) PURCHASE PRICE: The total purchase price for the Premises is Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00), which is to be paid at the time of delivery of the deed, subject to adjustments set forth herein, by municipal treasurer's check, KP Law, P.C. IOLTA check, or by wire transfer, at BUYER'S election.
- (f) CLOSING DATE: On or before September 30, 2024. Time is of the essence.
- (g) PLACE: Hampshire County Registry of Deeds or a closing by mail, at BUYER's election. SELLER's documents, including the deed to the Premises, may be delivered via overnight courier in escrow, provided, however, conditional upon BUYER's attorney confirming that "good" funds are being held in the KP Law, P.C. IOLTA account. SELLER is not obligated to attend the Closing and may pre-execute and

deliver all materials, provided the deed is signed personally.

(h) TITLE: Quitclaim Deed

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. The Premises consist of vacant land.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER, by written notice to SELLER at least seven (7) calendar 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 and free from encumbrances, except: (a) provisions of existing building and zoning laws; (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as set forth in Section 13; (c) any liens for municipal betterments assessed prior to the date of this Agreement; and (d) easements, restrictions and reservations of record, if any, provided the same do not interfere with access to and/or use of the Premises for general municipal purposes.

5. Deed; Plans. SELLER shall prepare the deed. In the event the title attorney recommends a survey of the Premises, BUYER shall have the right to prepare a survey, at BUYER's sole cost and expense.

6. Registered Title. Intentionally omitted.

7. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, 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, (b) not in violation of building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 4 hereof. BUYER shall be entitled to inspect said Premises personally before the closing in order to determine whether the condition thereof complies with the terms of this Section.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then 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, and thereupon the time for performance hereof shall be reasonably extended. In no event shall "reasonable efforts" cause SELLER to pay more than \$10,000.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, in which case SELLER shall convey such title.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or 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.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this 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. SELLER shall not pay a so-called "tracking fee" under any circumstances.

13. Adjustments. Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises.

14. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive delivery of the deed.

15. Buyer's Contingencies. BUYER'S obligation to perform under this Agreement is subject, at BUYER'S option, to the following conditions:

- (a) Southampton Town Meeting shall have authorized the acquisition of the Premises on the terms set forth herein and appropriated the purchase price therefore, and, if applicable, the voters shall have approved a Proposition 2½ debt exclusion or override. In the event these conditions are not satisfied, this Agreement shall automatically be deemed null and void without any further action by either party and all obligations of the parties shall cease without recourse to either party;
- (b) BUYER shall have complied with the provisions of G.L. c. 30B (the Uniform Procurement Act), if applicable. BUYER shall file a uniqueness determination with the Central Register, and 30 days must pass from the publication thereof without any objections being filed;

- (c) BUYER being satisfied with a wetlands delineation of the Premises, in BUYER's sole and absolute discretion, said wetlands delineation to be paid for equally by SELLER and BUYER;
- (d) Notwithstanding anything herein to the contrary, BUYER shall have inspected the condition of the Premises and title to the Premises and be satisfied with the conditions thereof, in its sole and absolute discretion; and
- (e) Compliance by BUYER with the terms of this Agreement and with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER.

16. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless: (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises; (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use; (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and (d) the Premises abut a public way, duly laid out or accepted as such by the Town of Southampton unless there is a recorded easement or other recorded agreement pertaining to said means of access, and said easements and/or agreements are on terms satisfactory to BUYER in its sole and absolute discretion.

17. Affidavits, etc. SELLER shall provide to BUYER together with the deed to the Premises: (a) Affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W 8 or Form W 9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back up withholding; (d) a Disclosure of Beneficial Interest form, as required by G.L. c. 7C, §38; and (e) Such additional and further instruments and documents as may be required by BUYER and/or the BUYER'S title insurance company to complete the transaction described in this Agreement.

18. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

19. Representations and Warranties. SELLER represents and warrants to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) SELLER has not granted or entered into any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire any interest in the Premises;
- (b) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) with respect to any part of the Premises;
- (c) SELLER has no knowledge of any pending lawsuit or proceeding that might in any material way impact adversely on SELLER'S ability to perform on the closing date;
- (d) To the best of SELLER'S knowledge, SELLER'S execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties;
- (e) SELLER has not received any written notice of any release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L. c. 21E), and, to SELLER'S actual knowledge and to the best of SELLER'S knowledge, (i) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (ii) chlordane has not been used as a pesticide on the Premises;
- (f) SELLER has not received any written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any hazardous materials at the Premises in violation of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. § 9601, et seq. (CERCLA), or any similar federal, state or local statute, rule or regulation; and
- (g) no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations and warranties to be false as of closing, and in any event shall notify BUYER promptly of any change in these representations and warranties. SELLER shall confirm these representations and warranties at closing, which will survive the same.

BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.

20. Inspection Rights. BUYER or BUYER'S agents shall have the right, upon at least forty-eight (48) hours prior written notice to SELLER, to enter the Premises from time to time at BUYER'S own risk for the purposes of conducting surveys, inspections, and tests, including environmental site assessments. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall repair any damage caused by BUYER to the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied, in its sole and absolute discretion, with the condition of the Premises and on not having found on the Premises any oil, hazardous waste or hazardous material, or other materials hazardous to health and safety. In the event hazardous waste, hazardous material, or other hazardous substance is found, or BUYER is otherwise not satisfied with the Premises for any reason, BUYER shall have the right, to be exercised in its sole and absolute discretion, to terminate this Agreement without recourse by written notice given to SELLER on or prior to the closing date.

Any inspection and the contingencies under Section 15 shall be completed by September 16, 2024. BUYER shall notify SELLER if it is not satisfied with the results of its inspection or the title to the Premises, in its sole and absolute discretion, in writing on or before September 16, 2024, identifying each item forming the basis for said notice. Unless it is a matter that can be resolved under Sections 8 and 9 of this Agreement, or BUYER waives said objection, this Agreement shall be automatically deemed null and void without further obligation or recourse to either party.

21. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) by electronic transmission (provided that any email sent later than 5:00 p.m. on a business day shall be deemed received on the following business day), to the party's attorney at the addresses set forth in Section 1, together with evidence of receipt by that party's attorney.

22. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid on the Closing Date and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording. SELLER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by SELLER'S attorney who shall release the check to SELLER only following the recording of the deed.

23. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by BUYER.

24. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity other than

BUYER, then at BUYER'S sole option, this Agreement may be terminated, whereupon the rights and obligations of the parties hereunder shall cease.

25. Measuring Periods. If the end of any time period herein, or if any specified date, falls on a weekend or national or state (i.e., the state where the Premises are located) holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

26. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them.

27. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months from the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

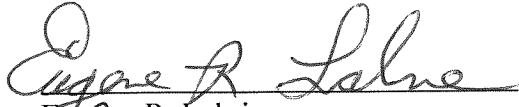
28. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. 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.

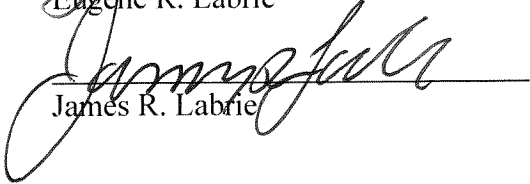
29. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, by electronic mail in .pdf format, all of which when taken together shall comprise one (1) agreement. The persons signing this Agreement on behalf of the parties hereto represent and warrant that they have the necessary power and authority to bind their respective party.

[Signature Page Follows]

In Witness Whereof, the parties hereto sign this Agreement under seal as of this 25th day of June, 2024.

**SELLERS:**

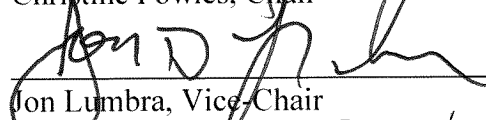
  
Eugene R. Labrie

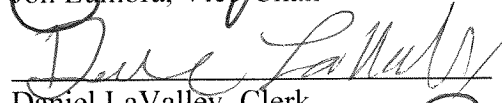
  
James R. Labrie

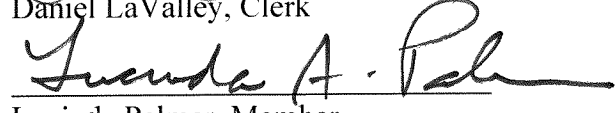
**BUYER:**

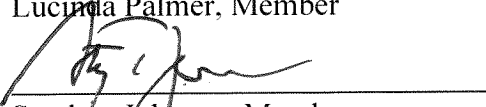
TOWN OF SOUTHAMPTON,  
By its Select Board

  
Christine Fowles, Chair

  
Jon Lumbra, Vice-Chair

  
Daniel LaValley, Clerk

  
Lucinda Palmer, Member

  
Stephen Johnson, Member