

Standard Deposit Receipt and Sales Agreement

Date **November 18 , 2020** cell phone **914 263 6627**

Email **generalpushing@gmail.com**

Received from **G. William Heck & John J. Heck or assigns to a Special Purpose LLC controlled by them**

Address **6574 North SR#320**

City **Coconut** State **FL** Zip **33073**

the sum of **\$10,000.00** as a deposit on account of the purchase price of the following described property, situated in the town of **Sandisfield** in the County of **Berkshire** State of Massachusetts, to wit: Parcels Number **6,7,8** containing **7.502 acres , 6.524 acres, 46.749** acres for a total of **60.775 acres** on Town Hill Road and Abbey Road as shown on plan prepared by Kelly Granger & Parsons surveyors Great Barrington Ma to be recorded in Southern Berkshire County Registry of Deeds being a portion the land to be purchased by Franklin Woods Investments LLC

Total purchase price is \$

220,000.00 Dollars

Earnest money deposit: \$ **10,000.00** Payable . **Attorney**
Fred Thompson

Additional monies at closing: \$ **210,000.00**
Ma 01247

66 Summer Street
North Adams

Amount to be financed: \$ 0.00

413 664 9002

Total Purchase Price \$ 220,000.00

Conditions of Sale

-Financing as set forth below, if applicable N/A

Sale contingent on:

1. Planning board approval of subdivision in compliance with Town of Sandisfield Zoning By Laws
2. Parcel to have all property corners pinned and side lines flagged

DEPOSITS: All deposits made hereunder shall be held by the Law Office of Attorney Fred Thompson as Escrow Agent for the Seller and Buyer and shall be duly accounted for at the time of performance of this Agreement.

Closing to be held on or before **January 5, 2021**

TIME IS OF THE ESSENCE OF THIS AGREEMENT-Purchaser has been informed and understands that Seller is a principal and is not acting as a broker.

AND IT IS HEREBY AGREED:

First—DEFAULT: If the buyer shall fail to fulfill the buyer's agreements herein, all deposits made hereunder by the BUYER shall be forfeited by the BUYER and paid to the SELLER as liquidated damages and shall be the Seller's sole remedy at law or equity for any breach of this agreement by the Buyer. In the event of dispute between SELLER and BUYER, as to the provisions of this Agreement or the performance thereof, the Escrow Agent shall retain all deposits hereunder in his escrow account, unless some other agreement is reached in writing between the parties or until the dispute is resolved either in court by judgment or by binding settlement between parties.

Second--That in the event the title of property shall not prove marketable and said seller shall not perfect or be able to perfect the same within a reasonable time from this date, the purchaser shall have the option of demanding and receiving back said deposit and shall be released from all obligations hereunder.

Third--That the evidence of title is to be in the form of warranty deed furnished and paid for by seller. Seller to pay cost of Property Transfer Tax on said deed. Purchaser to pay recording cost for the deed and all cost incident to searching of title.

Fourth--That in the event the improvements on said described premises should be destroyed or materially damaged between the hereof and consummation or settlement of this purchase, this contract shall at purchasers election immediately become null and void and said deposit shall be returned to said purchaser on demand.

Fifth--That the taxes for the calendar year, and the rents and other expenses of said property shall be prorated from the date of deeds or final contract of sale, and the property is sold subject to the approval of owner.

Sixth--**PRE-PURCHASE INSPECTION AND ACKNOWLEDGEMENT.** By signing this sales contract, Purchaser acknowledges that no representations to complete any improvements to the property being purchased hereunder have been made by the seller except such improvements as are specifically described above and purchaser acknowledges receipt of Property Information Statement.

Seventh-Assignment. Purchaser may not assign the Contract without the consent of the seller.

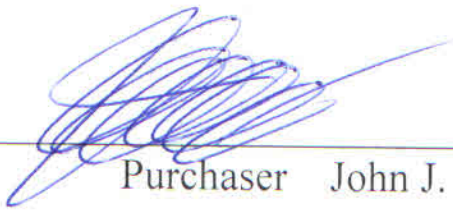
WE AGREE TO PURCHASE THE ABOVE DESCRIBED PROPERTY ON THE TERMS AND CONDITIONS HEREIN STATED. The undersigned purchasers hereby acknowledges receipt of a copy hereof and acknowledges further that he/she has not received or relied upon any statements or representations by the Broker/Salesperson or other agents of seller which are not herein expressed..

Dated:

Purchaser G. William Heck

Dated:

11/18/20



Purchaser John J. Heck

Acceptance: The undersigned Seller accepts the foregoing offer and agrees to sell the herein property for the price and on the terms and conditions herein specified.

Dated:

Seller Franklin Woods Investments LLC

FRANKLIN WOODS - PROPERTY INFORMATION STATEMENT

This statement contains important information regarding responsibilities and estimated costs associated with the future development of this property. It also contains information on restrictions imposed on the use of this property.

A. UTILITY SERVICES, SEWAGE DISPOSAL AND WATER

1. ELECTRIC:

Installed overhead on Town Hill Road, ready for hook-up

Regulatory Agency: National Grid (800) 322 3223

P.O. Box 960

Northborough, MA 01532-0960

2. TELEPHONE:

Installed overhead on Town Hill Rd

Ready for hook-up from Verizon 800-837-4966

3. SEWAGE DISPOSAL:

Each Lot has been inspected and approved for an individual septic system by the Sandisfield Health Dept..

Regulatory Agency: Sandisfield Health dept 3 Silver Brook Road
Sandisfield, MA 01255 413 258 4053

Estimated Cost: Typical system for a three bedroom home: \$25,000

4. **WATER:**

on site well

Regulatory Agency: Sandisfield Health Dept 3 Silver Brook Road Sandisfield, MA 01255
413 258 4053

Average well depth for area 250-300'

Estimated cost for a well. \$6000-\$8000

B. ROAD STATUS AND MAINTENANCE

The access road to the property is Town Hill Road, a public- maintained road. Abby road is town owned but not maintained

b.REAL ESTATE TAXES (Lot # \$220,000 x !3.48 per thousand = \$2,965.60 estimated tax

c. 1. The property tax rate for 2020 is \$13.48 per \$1,000 of assessed value

F. ESTIMATED FEES, DUES AND CLOSING COSTS ASSOCIATED WITH THIS PURCHASE

FINANCED

CASH

1. Recording Deed	\$155.00	Recording Fee
<u>\$155.00</u>		
2. legal fee estimates	\$1000.00.	Legal fee
\$ 1,000.00		
3. Record Mortgage	\$205.00	Misc fees
<u>\$100.00</u>		

- | | | |
|---|-------------------|-----------------|
| 4. Pro-rated Taxes | \$ _____ | Prorated Taxes |
| 5. Lenders Title Insurance | \$1000...00 | Title Insurance |
| Owners | <u>\$2000.00</u> | |
| 6. Bank Doc Preparation | \$200.00 | |
| estimated total | \$3,255.,00 | |
| 7. Bank Fees (tax, credit, etc) | 90 | |
| 8. Total estimated closing costs | <u>N/A</u> | |
| estimated total | <u>\$3,255.00</u> | |

All costs are provided for your information and are estimates only. Actual cost and regulatory requirements are subject to change.

CERTIFICATION

The Purchasers have been provided with the above disclosures and have been given a proper amount of time to read them.

SELLER _____

DATE _____

J Michael Sanders

I G. William Heck & John J. Heck have read the above disclosures and have received a copy of the same. I/ understand that all estimated costs and Local, State and Federal Land Use Codes are based upon present conditions and are subject to change.

PURCHASER: _____

DATE _____

G. William Heck

PURCHASER: _____

DATE 11/18/20

John Heck