

LA - Massachusetts
Parker River National Wildlife Refuge
Juliette Marie Stott Trust (941)

United States Department of the Interior
U.S. FISH AND WILDLIFE SERVICE

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT, made and entered into this ^{4th day of Oct., 2010 M.S.} 2 day of Oct., 2010, by and between Craig W. Stott, having an address of 21 Cherlyn Drive, Northboro, Massachusetts, 01532, and Mark L. Stott, having an address of 1450 5th Street, West Babylon, New York, 11704, hereinafter styled the vendors, for themselves, their heirs, executors, administrators, successors, and assigns, and The United States of America, acting by and through the Secretary of the Interior or his/her authorized representative,

WITNESSETH:

1. In consideration of One Dollar (\$1.00) in hand paid by the United States, the receipt of which is hereby acknowledged, the vendors agree to sell to the United States certain lands upon the terms and conditions hereinafter set forth, and for the price of THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000.00) for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, and appurtenances thereunto belonging, owned by them, situate and lying in Essex County, Commonwealth of Massachusetts, containing 9.3 acres, more or less, and are particularly described as follows:

Newbury Map 49 Lot 15, and Map 50 Lots 9, 10

2. The vendors agree that they have full right, power, and authority to convey, and that they will convey to the United States the fee simple title thereto clear, free and unencumbered, except subject to the following easements or reservations: None, except those of record that are acceptable to the Attorney General of the United States as stated in paragraph 5 below.

3. The vendors further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in The United States of America, by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the vendor; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The vendors further agree that during the period covered by this instrument officers and accredited agents of the United States shall have at all proper times the unrestricted right and

privilege to enter upon said lands for all lawful purposes, including examination of said lands and the resources upon them.

5. The vendors will execute and deliver upon demand of the proper officials and agents of the United States, and without payment or the tender of the purchase price, a good and sufficient deed of warranty conveying to the United States a safe title to the said lands of such character as to be satisfactory to the Attorney General of the United States, and said deed shall provide that the use, occupation, and operation of the rights-of-way, easements, and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of areas under and in compliance with the Act of October 15, 1966 (80 Stat. 926), as amended.

6. In consideration whereof, the United States agrees that it will purchase all of the said lands and other interests at the price of \$375,000.00, the acreage to be ascertained by a survey to be made at the option and expense of the United States after reasonable notice to the vendors, and according to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both. The United States further reserves the right to amend said purchase consideration should a final survey, prior to closing, reveal an acreage amount which differs from the herein stated optioned acreage that impacts the approved market value. The United States further agrees that, after the preparation, execution, delivery, and recordation of the deed at no cost to the vendors, and after the Attorney General shall have approved the title thus vested to the United States, it will cause to be paid to the vendors the purchase price by a United States Treasury check or by electronic funds transfer. The expenses of the vendors for recording fees, revenue stamps, transfer taxes, and similar expenses incidental to the conveyance of their property; and any amount paid as a penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith, encumbering such real property; as well as the pro rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the United States, or the effective date of possession of such real property by the same, whichever is earlier; shall be subject to reimbursement as provided in Section 303 of the Act of January 2, 1971, 84 Stat. 1899. Full possession and use of the premises shall pass to the United States as of the date payment is made to the vendors subject only to the reservations stated in section 2 above.

7. It is understood and agreed that if the Secretary of the Interior determines that the title to said lands or any part thereof should be acquired by the United States by judicial proceedings, either to procure a safe title or, when it is in the public interest, to take immediate possession, or for any other reason, then the compensation to be claimed by the owners and the award to be made for said lands in said proceedings shall be upon the basis of the purchase price herein provided.

8. It is mutually agreed that an abstract, certificate of title, or other evidence of title to the property herein contracted to be sold, satisfactory to the Attorney General, will be obtained by the United States at its expense.

9. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

10. It is further mutually agreed that no Member of or Delegate to Congress, or Resident

Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.

11. Prior to the date title vests of record in the United States, the vendors shall pay all taxes and assessments for the entire fiscal year of the local taxing authority in which the transfer of title occurs, whether or not such taxes and assessments would otherwise constitute a lien on the site. This obligation upon the part of the vendors shall exist whether or not such taxes and assessments are due and payable as of the date title vests of record in the United States.

12. Acceptance of this agreement is contingent upon the results of a contaminants study. In the event that contaminants are found present on the site or on adjacent parcels, it will be at the discretion of the Service to either accept the property in the condition it is in, or to request that the vendors assume a responsible role in the removal or restoration of the property prior to a binding contract. If it is determined that the property is contaminated after a study has been performed, but prior to final payment, the vendors will remain responsible to effect reasonable and satisfactory removal of the contamination.

13. It is mutually understood and agreed that notice of acceptance of this agreement shall be sent to the vendors by certified mail addressed to:

Craig W. Stott
21 Cherlyn Drive
Northboro, Massachusetts 01532

and shall be effective upon date of mailing and shall be binding upon the vendors, except as such obligation may be affected by the provisions of paragraph 6 hereof.

14. It is mutually agreed that the United States shall deposit the total land payment into a non-interest-bearing escrow account and that the designated Escrow Agent shall disburse the funds at closing on behalf of the vendors.

IN WITNESS WHEREOF, the vendors have hereunto signed their name and affixed their respective seals on the day first above written, with the understanding that this agreement for purchase cannot be executed by the Secretary of the Interior or his/her authorized representative until after it is reported to him/her for his/her consideration, and therefore the vendors for and in consideration of the \$1.00 herein above acknowledged as received, has and does hereby grant unto The United States of America by and through the Secretary of the Interior or his/her authorized representative, or any other officer or agency of the United States authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within 12 months from the execution thereof by the vendors, and to purchase said lands as herein provided.

In the presence of:

Cynthia A. Ziloli
(Witness)

Craig W. Stott (L.S.)
Craig W. Stott

(Witness)

Mark L. Stott (L.S.)
Mark L. Stott

ACKNOWLEDGMENT

State of Massachusetts }
County of Worcester } ss:

On this 2 day of October, 2010, before me personally appeared Craig W. Stott, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same.

My Commission expires: July 9, 2015

Cynthia A. Ziloli
[SEAL] Notary Public
Worcester Massachusetts

County,

ACKNOWLEDGMENT

State of New York }
County of Suffolk } ss:

On this 4th day of OCT., 2010, before me personally appeared Mark L. Stott, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same.

My Commission expires Carrienne Messina
Notary Public, State of New York
No. 01ME6006504
Qualified in Suffolk County
Commission Expires 5/4/2014

[Signature]
[SEAL] Notary Public

County,

The Secretary of the Interior, acting by and through his/her authorized representative, has executed this agreement on behalf of The United States of America on this _____ day of _____, 20__.

The United States of America

By _____
(Title) Chief, Division of Realty
U.S. Fish and Wildlife Service