

RESIDENTIAL PURCHASE AND SALE AGREEMENT

(Hereinafter referred to as the "Agreement")

Date of Agreement: Oct 13
~~September~~, 2017

1. **PARTIES AND MAILING ADDRESSES**

Gerald F Benson and Rachel C Benson of 8 Haven Terrace Dover MA (hereinafter referred to as the "SELLER") agrees to sell and

Karina Corrigan and Patrick Corrigan of 25 Haven St. Dover MA, (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION**

The land and the building(s) thereon known and numbered 8 Haven Terrace, Dover Massachusetts, as same is described in deed to Seller recorded with the Norfolk County Registry of Deeds in Book 33015 Page 358 to which deed reference is made for a more particular description.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Subject to the exclusions set forth in this paragraph below, if any, 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, , screens, screen doors, storm windows and doors, awnings, furnaces, built in 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 all major appliances as shown but excluding all window treatments blinds and shutters.
4. **TITLE DEED**

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 (7) 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 fiscal 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, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises as a single family dwelling
 - (f) other: n/a
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**

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 to said Premises.
7. **CONSIDERATON**

The agreed to consideration for said Premises shall consist of the following:
Buyer shall, with execution of this Agreement, agree to reimburse Seller for reasonable and customary legal fees and moving costs incurred with this transaction; Sellers exposure to be capped at \$10,000.00.

The parties agree that in consideration of the conveyance of the subject property, the Buyer shall construct and deliver a new home on Lot 5 as shown on Exhibit A attached hereto, said new dwelling to be substantially identical in every manner to the premises as they now stand at 8 Haven Terrace (exh B), including but not limited to construction quality, materials, appliances, built ins, carpeting, millwork, siting, landscaping and hardscaping. Parties agree that the clear intent of both parties is to replicate on Lot 5 the existing improvements located at 8 Haven Terrace with the understanding that fit and finish of