



PERMIT NO.
24028

CITY OF NEW BEDFORD
SEWER AND/OR STORM DRAIN PERMIT

DATE 12/3/07

This certifies that permission is granted to

Property Owner Kenneth Carneiro Address 15214 S Springfield Rd. Oregon City, OR Tel. 503-631-2456

To connect a sewer and/or storm drain located at 1024 Sheffield St.

Assessor's Plot 132H Lot 182, to the sewer and/or storm drain in street in front of house Street

To be laid in accordance with the conditions in this application and the City of New Bedford ordinances.

TYPE OF USE: ☒ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL FLOW 330 G.P.D.

If applicant other than actual property owner, attach Letter of Authorization from Property Owner.

Name Nelson Cardoso Tel. 508 998 5115

Mailing Address 95 R S Main St Acushnet, Ma

The Bonded Contractor/Drain Layer authorized to perform this work is:

Cardoso Paving & Construction Co. 95 R S Main St Acushnet, Ma.

Name Cardoso Paving & Construction Co. Address 95 R S Main St Acushnet, Ma. Tel. 508 998 5115

Type of Pipe Required: sdr 35 pvc

PERMIT EXPIRES ONE YEAR AFTER DATE OF ISSUE

The sewer assessment fee for the main has not been established.

- Requires separate connections for sewage and storm drain where applicable. Storm water cannot be discharged to a sanitary sewer.
- All work must be inspected and approved by a D.P.I. inspector before backfilling.
- If this connection is to be part of a private service shared jointly with other building owners, attach copy of Recorded Joint Maintenance Agreement.
- Permits can be issued to Industrial and/or Commercial Applicants only upon receipt and approval by the Commissioner of Public Infrastructure of required plans and supplemental information.
- In addition, a City-issued Industrial User Discharge Permit and/or a Sewer Extension/Connection Permit issued by the Commonwealth of Massachusetts D.E.P. shall be required by the City for Industrial Discharge into the sewer system.

Industrial User Discharge Permit No. _____ Date _____

Comm. Mass. Sewer Conn./Ext. Permit No. _____ Date _____

A Filing and Inspection Fee of \$150.00 plus an Entrance Fee of \$584.20 where applicable, must accompany this application.

Bank# Union Federal Check# 1027 Date 11/29/07 Receipt# 7612

Other requirements: 24 hr inspection notice at 508-979-1527

Connection made to Sewer Part of jointly-shared private line YES NO
Storm Drain

Applicant agrees to abide by the above terms, as well as all pertinent ordinances of the City of New Bedford, and such other special rules as the Commissioner of Public Infrastructure and/or City Engineer may deem necessary

Duarte M. Andrade
Acting City Engineer

Nelson Cardoso
Signature of Property Owner or Representative

INSPECTOR'S REPORT

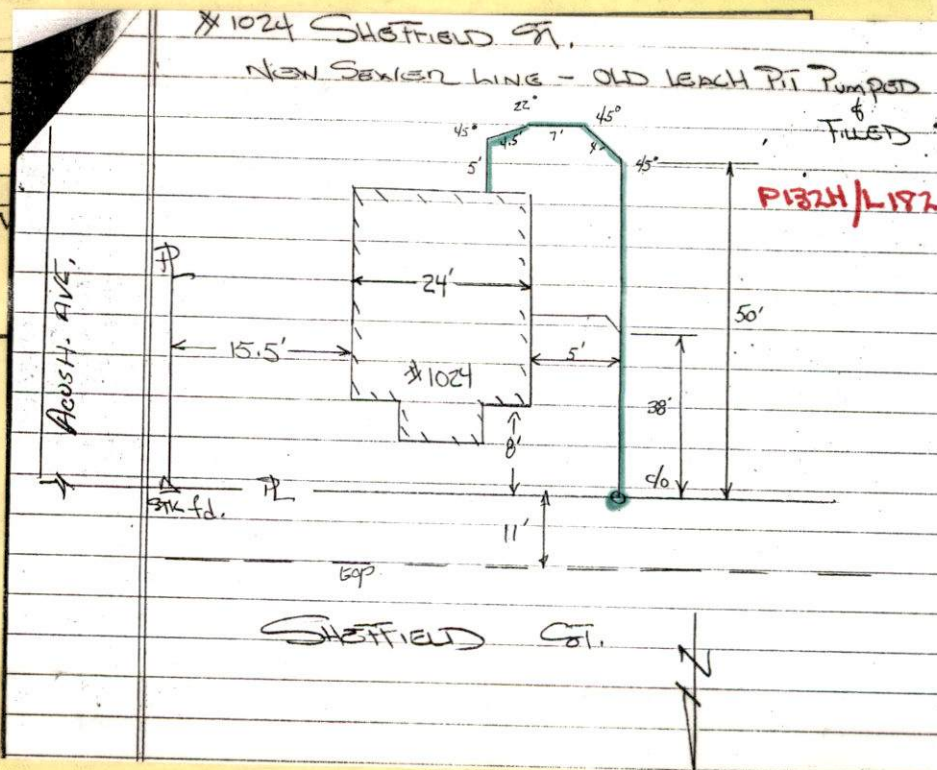
INSPECTED BY: Bob Bichel
DATE: 12/17/2007
COMMENTS:

APPROVED

DISAPPROVED

SIGNATURE

See attached.





PERMIT NO.
24028

CITY OF NEW BEDFORD
SEWER AND/OR STORM DRAIN PERMIT

DATE 12/3/07

This certifies that permission is granted to

Kenneth Carneiro 15216 S Springwater Rd. Oregon City, OR
Property Owner Address Tel. 503-631-2456

To connect a sewer and/or storm drain located at 1027 Sheffield St.

Assessor's Plot 132H Lot 182, to the sewer and/or storm drain in street in front of house Street

To be laid in accordance with the conditions in this application and the City of New Bedford ordinances.

TYPE OF USE: ☒ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL FLOW 330 G.P.D.

If applicant other than actual property owner, attach Letter of Authorization from Property Owner.

Name Nelson, Carlos Tel. 508 998 5115

Mailing Address 95 R. S. Main St. Acushnet, Ma

The Bonded Contractor/Drain Layer authorized to perform this work is:

Carlos Paving & Construction Co. 95 R. S. Main St. Acushnet Ma.
Name Address Tel. 508 998 5115

Type of Pipe Required: sd. 3.5 pvc

PERMIT EXPIRES ONE YEAR AFTER DATE OF ISSUE

The sewer assessment fee for the main has not been established.

- Requires separate connections for sewage and storm drain where applicable. Storm water cannot be discharged to a sanitary sewer.
- All work must be inspected and approved by a D.P.I. inspector before backfilling.
- If this connection is to be part of a private service shared jointly with other building owners, attach copy of Recorded Joint Maintenance Agreement.
- Permits can be issued to Industrial and/or Commercial Applicants only upon receipt and approval by the Commissioner of Public Infrastructure of required plans and supplemental information.
- In addition, a City-issued Industrial User Discharge Permit and/or a Sewer Extension/Connection Permit issued by the Commonwealth of Massachusetts D.E.P. shall be required by the City for Industrial Discharge into the sewer system.

Industrial User Discharge Permit No. _____ Date _____

Comm. Mass. Sewer Conn./Ext. Permit No. _____ Date _____

A Filing and Inspection Fee of \$150.00 plus an Entrance Fee of \$584.25 where applicable, must accompany this application.

Bank# Union Federal Check# 1027 Date 11/29/07 Receipt# 7612

Other requirements: 24 hr inspection notice at 508-979-1527

Connection made to Sewer Part of jointly-shared private line YES NO
Storm Drain

Applicant agrees to abide by the above terms, as well as all pertinent ordinances of the City of New Bedford, and such other special rules as the Commissioner of Public Infrastructure and/or City Engineer may deem necessary

Quante M. Andrade
Acting City Engineer mn

Nelson Carlos
Signature of Property Owner or Representative

INSPECTOR'S REPORT

INSPECTED BY: _____

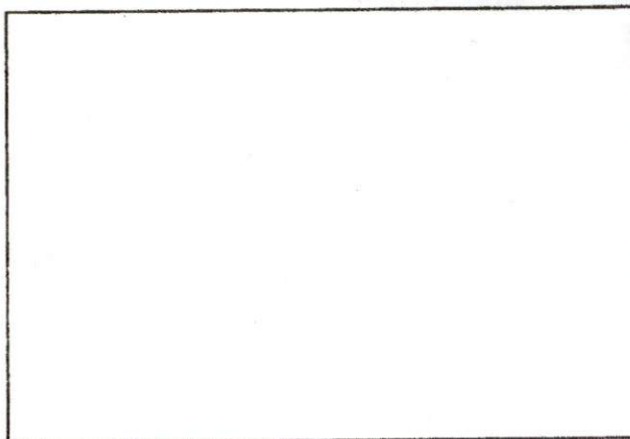
DATE: _____

COMMENTS: _____

APPROVED

DISAPPROVED

SIGNATURE



SKETCH PLAN



Inspector's Copy

PERMIT NO.
24028

CITY OF NEW BEDFORD
SEWER AND/OR STORM DRAIN PERMIT

DATE 12/3/07

This certifies that permission is granted to

Property Owner Kenneth Carneiro 15216 S. Springfield Rd. Duxbury City, OR
Address Tel. 503-631-2456

To connect a sewer and/or storm drain located at 1027 Sheffield St.

Assessor's Plot 1.32.11 Lot 1.8.2, to the sewer and/or storm drain in still in front of house Street

To be laid in accordance with the conditions in this application and the City of New Bedford ordinances.

TYPE OF USE: RESIDENTIAL COMMERCIAL INDUSTRIAL FLOW 330 G.P.D.

If applicant other than actual property owner, attach Letter of Authorization from Property Owner.

Name Nelson, Lawrence Tel. 508-998-5115

Mailing Address 95 R. S. Main St. Duxbury, Ma.

The Bonded Contractor/Drain Layer authorized to perform this work is:

Cardoso Paving & Construction Co. 95 R. S. Main St. Duxbury, Ma.

Name Address Tel. 508-998-5115

Type of Pipe Required: 3.5 pipe The sewer assessment fee for the main has not been established.

PERMIT EXPIRES ONE YEAR AFTER DATE OF ISSUE

- Requires separate connections for sewage and storm drain where applicable. Storm water cannot be discharged to a sanitary sewer.
 - All work must be inspected and approved by a D.P.I. inspector before backfilling.
 - If this connection is to be part of a private service shared jointly with other building owners, attach copy of Recorded Joint Maintenance Agreement.
 - Permits can be issued to Industrial and/or Commercial Applicants only upon receipt and approval by the Commissioner of Public Infrastructure of required plans and supplemental information.
 - In addition, a City-issued Industrial User Discharge Permit and/or a Sewer Extension/Connection Permit issued by the Commonwealth of Massachusetts D.E.P. shall be required by the City for Industrial Discharge into the sewer system.
- Industrial User Discharge Permit No. Date

Comm. Mass. Sewer Conn./Ext. Permit No. Date

A Filing and Inspection Fee of \$152.27 plus an Entrance Fee of \$587.27 where applicable, must accompany this application.

Bank# Union Federal Check# 1027 Date 11/27/07 Receipt# 7612

Other requirements: 24 hr inspection notice at 508-998-1527

Connection made to Sewer Part of jointly-shared private line YES NO
Storm Drain

Applicant agrees to abide by the above terms, as well as all pertinent ordinances of the City of New Bedford, and such other special rules as the Commissioner of Public Infrastructure and/or City Engineer may deem necessary

Quint M. Andrade Acting City Engineer

Signature of Property Owner or Representative

INSPECTOR'S REPORT

INSPECTED BY: Bob Bichel
DATE: 12/7/07
COMMENTS:

APPROVED

DISAPPROVED

SIGNATURE

10:30-11a.m. Friday
12/7/07

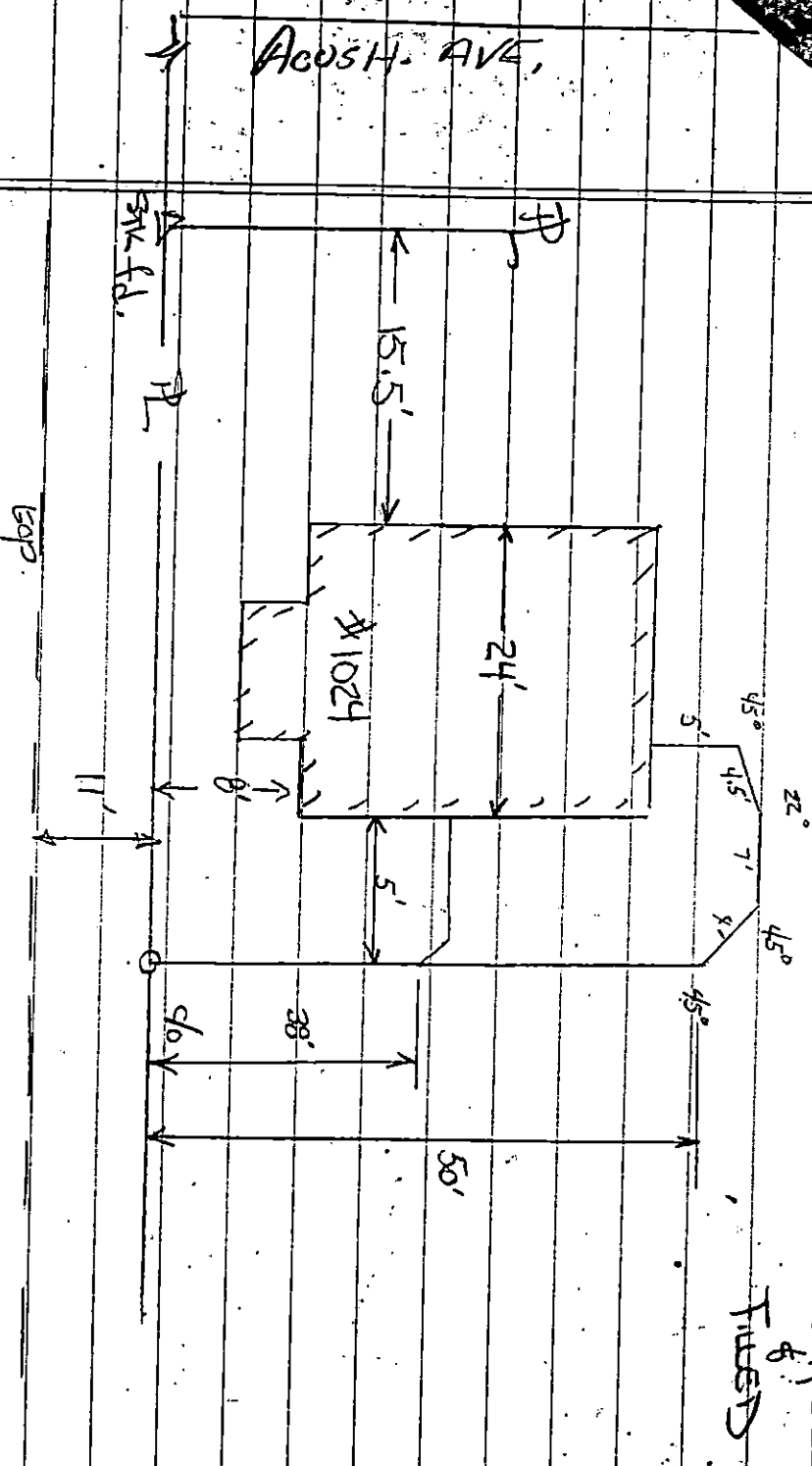
SKETCH PLAN

12/7/07 (5)

X 1024 SHEFFIELD ST.

Near Saxien Line - Old Leach Pit Pump

Interd



SHEFFIELD ST.



Joan Carneiro
15216 S Springwater Rd
Oregon City OR 97045-7412

PORTLAND OR 972

29 NOV 2007 PM 5 L



Dept. of Public Infrastructure
1105 Shawmut Ave.
New Bedford, MA 02746

02746+1326



POSTALANNEX⁺

12042 S.E. Sunnyside Rd

Clackamas, Or 97015

Phone 503-698-8114 Fax 503-698-8126

Date: 11-27 Time: 1:00Number of Pages (including cover sheet) 2To: SEWER DEPARTMENTCompany: MARY NEVESFax 508-991-6152

From: _____

Name: _____

Number _____

Message: _____

Please Contact PostalAnnex+ if all pages are not received



CITY OF NEW BEDFORD MASSACHUSETTS

D.P.J. -Engineering Division

1105 Shawmut Ave.

New Bedford, Ma. 02746

Tel: 508-991-4150

Fax: 508-961-3054

Ronald Labelle
Commissioner

Deane M. Andrade,
Acting City Engineer

To Whom It May Concern:

I Ken Carnice, P.O. for Estrella D. Carnice, being
(Name) (Mailing Address)

Owner of property located at 1024 Sheffield Street New Bedford

Plot 1324, Lot 177-182, hereby agree to allow Nelson Cardoso
(Name)

Cordazo Contracting to act on my behalf including affixing my
(Mailing Address)

95 St. Main St. Acushnet Ma
signature in securing permit for:

☒ Sewer/Drain Service Permits
☐ Water Service Permits
☐ Driveway Installation Permits
☐ Sidewalk Installation Permits

I further agree to conform to, and abide by, All City rules and ask regulations applicable to the permit (s) being applied for:

Name Kenneth O. Carnice P.O. for
Signature Estrella D. Carnice
15216 S. Springwater Rd., Oregon City, OR
Address
Date 11/27/07 Telephone number 503-631-2456 57045

Janice Hathaway
Jack Conway 508 982 2701

Mary T. Neves

From: Sarah Porter
Sent: Tuesday, December 04, 2007 10:08 AM
To: Mary T. Neves
Subject: RE: SEWER PERMIT

Hi Mary, you are all set, no wetland issues
thank you
Sarah

-----Original Message-----

From: Mary T. Neves
Sent: Monday, December 03, 2007 1:57 PM
To: Sarah Porter
Subject: SEWER PERMIT

Hi Sarah,

The owner of 1024 Sheffield Street has applied for a sewer permit. The plot is 132H and the lot is 182. A sewer stub exists at the property line.

May I issue this permit? Thanks for your assistance.

Mary

STANDARD FORM PURCHASE & SALE AGREEMENT

From the Office of: Jack Conway & Co., Realtors
406 State Road
N. Dartmouth, MA 02747

1. PARTIES
AND MAILING
ADDRESSES
(fill in)

This 15th day of November, 2007
Kenneth O. Carneiro, P.O.A. for Estrella D. Carneiro
1024 Sheffield Street
N. Bedford MA 02745

2. DESCRIPTION
(fill in and include
title reference)

hereinafter called the SELLER, agrees to SELL and
Victor C. & Dina Marques
130 Collette Street
N. Bedford MA 02746
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth,
the following described premises:
1024 Sheffield Street
N. Bedford MA 02745

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

Being a single family dwelling located at the above referenced address further described
at the South District Bristol County Registry of Deeds in Book 8191 Page 76, Map 132H,
Lot 177 and Map 132H, Lot 182 consisting of approximately 12,719.

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, venetian blinds, window
shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, 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, ONLY IF BUILT IN,
refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers;
and

but excluding Any appliances remaining being sold "as is" condition. Seller makes no
warranties as to condition.

4. TITLE DEED
(fill in)

*Include here by specific
reference any restrictions,
easements, rights and
obligations in party walls not
included in (b), leases,
municipal and other liens,
other encumbrances, and
make provision to protect
SELLER against BUYER's
breach of SELLER's
covenants in leases, where
necessary.

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

- Provisions of existing building and zoning laws;
- Existing rights and obligations in party walls which are not the subject of written agreement;
- Such taxes for the then current year as are not due and payable on the date of the
delivery of such deed;
- Any liens for municipal betterments assessed after the date of this agreement;
- 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;
- So long as the above do not interfere with the use as a single family dwelling.

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. PURCHASE PRICE

(fill in) space is allowed to
spell out the amounts
if desired

The agreed purchase price for said premises is \$ 150,000.00

One Hundred and Fifty Thousand

dollars, of which

\$ 3,000.00 have been paid as a deposit this day and
\$ 147,000.00 At the signing of the P&S agreement.
are to be paid at the time of delivery of the deed in cash, or by
certified, cashier's, check(s).

\$
\$ 150,000.00 TOTAL

7. 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 of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

8. TIME FOR PERFORMANCE;
DELIVERY OF DEED
(fill in)

Such deed is to be delivered at 3 o'clock P. M. on the 14th day of December 2007, at the South District Bristol County

Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

*or office of the closing attorney.

9. POSSESSION and
CONDITION of PREMISE
(attach a list of
exceptions, if any)

Full possession of said premises free of all tenants and occupants, except as herein provided, 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 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO
PERFECT TITLE
OR MAKE PREMISES
CONFORM:
(Change period of time if
desired).

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 delivery 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 without recourse to the parties hereto, unless the SELLER elects to 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 days, except if Buyer's mortgage commitment expires or the terms will materially change in fewer than 30 days, then the time for performance set forth in section 8 shall be extended to 1 business day before the expiration of mortgage commitment, rate lock, or material change whichever first occur

11. FAILURE TO PERFECT
TITLE OR MAKE
PERMISES 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 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 therefore 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 of a deed by the BUYER or his 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.

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 delivery of said deed.

15. INSURANCE

**Insert amount (list additional types of insurance and amounts as agreed)*

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance

- a. Fire & Extended Coverage
- b.
- c.

Amount of Coverage

*\$
*\$ As Presently Insured
*\$

16. ADJUSTMENTS

(list operating expenses, if any, or attach schedule)

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, 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. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

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 otherwise herein agreed.

18. BROKER'S FEE

(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))

A Broker's fee for professional services of
is due from the SELLER to Jack Conway & Co., Realtors

\$7,500.00

the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.

19. BROKER(S) WARRANTY
(fill in name)

The Broker(s) named herein Jack Conway & Co., Realtors
warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT
(fill in name)

All deposits made hereunder shall be held in escrow by Jack Conway & Co., Realtors
as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.

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 unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.

"and this shall be the Seller's sole remedy at law, in equity or otherwise for Buyer's default."

22. RELEASE BY
HUSBAND OR WIFE

The SELLER's spouse 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

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

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
(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he 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 Made.

26. CONTINGENCY CLAUSE
(omit if not provided for
in Offer to Purchase)

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ 100,000.00 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before December 5th, 2007, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon 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 without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before November 19th, 2007.

27. 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two 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

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

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 said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. CARBON MONOXIDE
DETECTORS

For properties sold or conveyed after March 30, 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 the Statute.

31. ADDITIONAL
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.
Agency Disclosure Forms
Property Transfer Notification Form (Lead Paint Disclosure)
Addendum A (Home Inspection within 10 days of signing the P&S and financing contingency)
Property being sold in "as is" condition - buyers have agreed to clean out remaining items left by the sellers. Buyers agree to assume the sewer betterment fee \$13,678.88

Seller's Statement of Condition

**FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"**

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

SELLER: Kenneth O. Carneiro POA
for Estrella D. Carneiro

Print Name: _____

Taxpayer ID/Social Security No. _____

SELLER (or Spouse): _____

Print Name: _____

Taxpayer ID/Social Security No. _____

BUYER: Dina Marques

Print Name: DINA MARQUES

Taxpayer ID/Social Security No. _____

BUYER: Victor Marques

Print Name: Victor Marques

Taxpayer ID/Social Security No. _____

Janice Hathaway, Associate Broker, Jack Conway & Co.
BROKER(S)
Realtors

ADDENDUM "A" TO OFFER/PURCHASE and SALE AGREEMENT

Rex Carneiro, P.O.A.
SELLER Estrella D. Carneiro DATE 11/14/07
BUYER Victor and Elena Marques
PROPERTY 1024 Sheffield St. Springfield Ma 01105

This ADDENDUM TO OFFER/PURCHASE and SALE AGREEMENT is made a part of and incorporated into same.

1) The BUYER may, at the BUYER'S own expense, and within ten (10) days from the date of the acceptance of this offer, have the property professionally inspected for any or all of the following:

- 1) Home Inspection (Structural, electrical, mechanical, general condition)
- 2) Termite, Wood-boring insect, Pest Inspection
- 3) On-Site Sewer Disposal Inspection (Title 5 Certification)
- 4) Lead Paint Inspection
- 5) Radon Gas Inspection
- 6) Asbestos Inspection
- 7) Urea Formaldehyde Foam Insulation (UFFI) Inspection
- 8) Chlordane Inspection
- 9) Hazardous materials, Groundwater and Soil Test Inspection (may require longer than 10 days to successfully complete)
- 10) Well Tests Inspection (water quality and quantity)
- 11) Other

Should any of the above-listed inspections reveal the existence of unsatisfactory or hazardous conditions in the property, then the BUYER shall send written notice of same to the BROKER and SELLER on or before 11/24/07 by certified mail, return receipt requested, or by hand delivery to the SELLER and the broker with a copy of the inspection findings to be provided to the seller and the Broker within seven (7) days following notification. Upon receipt of written notification and a copy of the inspection findings by the SELLER, this Offer/Purchase and Sale Agreement shall become NULL AND VOID immediately, and upon the issuance of mutually agreeable instructions by BUYERS and SELLERS and upon the signing of a Release by all parties, then all deposits made hereunder shall forthwith be refunded to the BUYER, and all parties to this Offer/Purchase and Sale Agreement shall be released from all liability.

2) FLOOD HAZARDOUS INSURANCE- If the property is determined to be in a flood hazard zone, a lender may require flood hazard insurance before it will grant a mortgage. Providing such insurance is the sole responsibility of the BUYER.

3) LEGAL COUNSEL-BUYER and SELLER acknowledge that they have each been advised of the importance of seeking legal advice prior to signing the Purchase and Sale Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing the Purchase and Sale Agreement.

4) ESCROW FUNDS- In the event of a disagreement relative to the disbursement of escrow funds as referenced in Paragraph 5 of the Offer to Purchase and Paragraph 20 of the Purchase and Sale Agreement all parties agree to submit the disagreement to a mediator associated with the American Arbitration Association or an acceptable company that engages in mediation for binding arbitration. A disagreement shall be defined as the lack of instructions mutually given by all parties.

5) MORTGAGE CONTINGENCY CLAUSE- In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ 100,000.00 at prevailing rates, terms and conditions. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained on or before 12/5/07 20____ the BUYER may terminate this agreement by written notice to the SELLER and/or the BROKER(s) as agents for the SELLER, prior to the expiration of such time, whereupon 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 without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before 11/19, 20 07.

We, the undersigned, have read and understood all of the above provisions.

(Seller) ✓ for Estrella D. Carneiro (Seller) Rex Carneiro P.O.A.
(Buyer) Elena Marques (Buyer) Victor Marques
(Broker) James J. Conway (Broker) James J. Conway

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ✓ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) ✓ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

(c) Purchaser or lessee purchaser has received copies of all documents circled above.

(d) Purchaser or lessee purchaser has received no documents.

(e) DM Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.

(f) Purchaser or lessee purchaser has (check (i) or (ii) below):

(i) DM received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(g) Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.

(h) Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law — either through full deleading or interim control — if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Conrado Carneiro Nov 5, 07

Seller POA for Estrella Date 11-5-07

Purchaser Conrado Carneiro Date 11-5-07

Agent [Signature] Date

Seller [Signature] Date 11/15/07

Purchaser [Signature] Date

Agent [Signature] Date

Address of Property / Unit 1024 Sheffield St. N. Bedford Ma

02745

