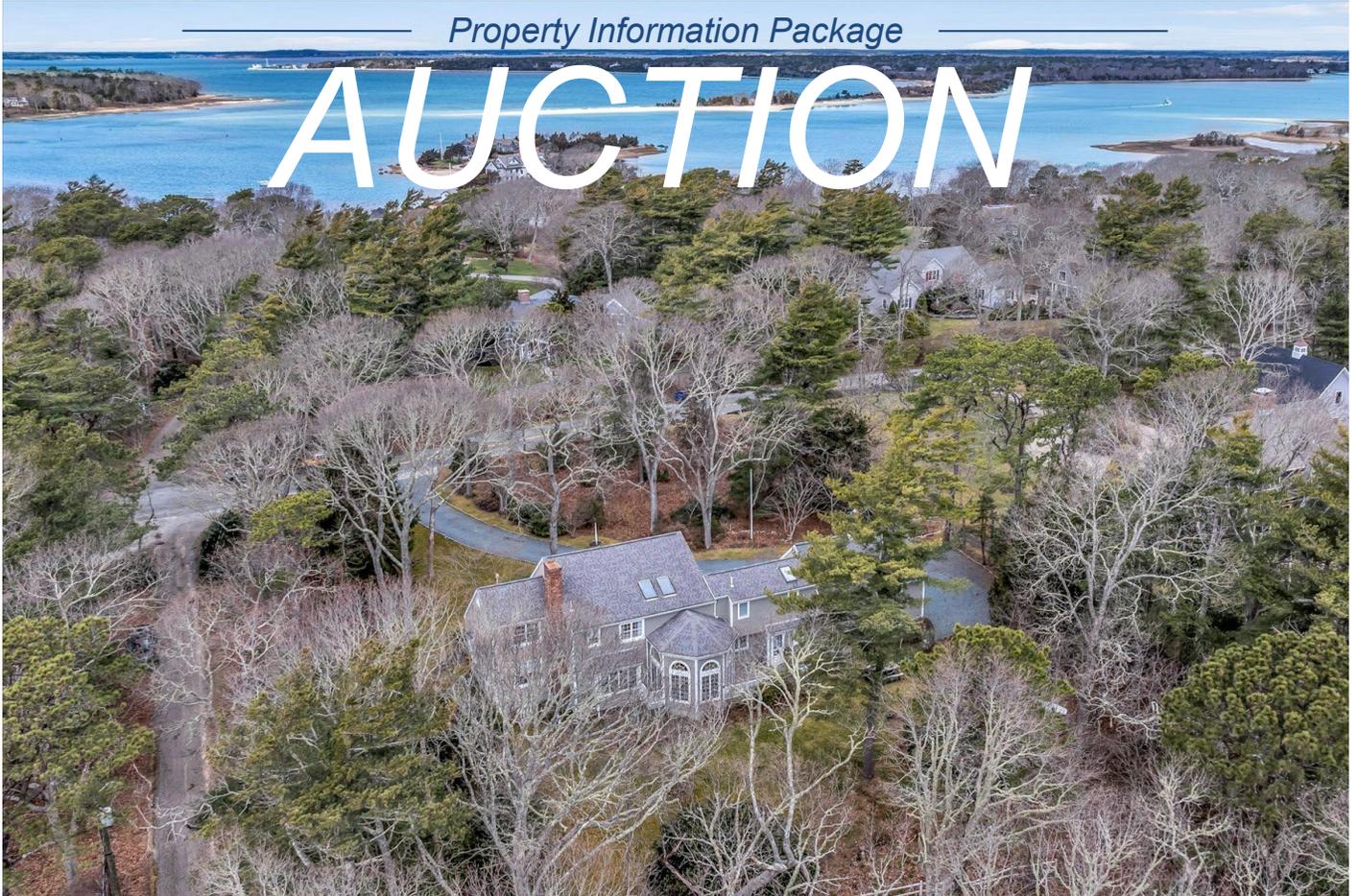


Property Information Package

# AUCTION



Contemporary Cape on 1.02± Acres  
211 Scraggy Neck Road  
Bourne (Cataumet), Massachusetts

Online-only Bidding Ends: Wednesday, May 8<sup>th</sup> at 1:00 p.m.

We are pleased to present the home of the late Jean C. Davock.

This custom-built contemporary home offers a sense of privacy with its setback from the road. Built in 1986 it totals 3,287± square feet of living space with 3 bedrooms and 3 bathrooms. The open concept kitchen includes a casual dining area in addition to the formal dining room, and wonderful sunroom that brings so much light into the home. A grand two-story foyer with a sweeping staircase makes a striking first impression. Upstairs, the large primary bedroom features an en-suite bathroom, while a full bath and two additional bedrooms complete the sleeping quarters. The first floor offers even more with a formal sitting room, a convenient ¾ bathroom, and a laundry room with sink. The full basement provides additional storage and is directly accessible through the two-car attached garage. The garage itself boasts a nearly finished bonus room above, adding another 536± square feet and even more functionality to this impressive home.

This property benefits from an easement that allows access by footpath to Squeteague Harbor to the east and is just a short walk to Hospital Cove and the mooring field to the west.

**Open House:** Saturday, April 27<sup>th</sup>, and Sunday April 28<sup>th</sup> from 12:00 to 3:00 pm, and Sunday, May 5<sup>th</sup> from 12:00 to 3:00 p.m.

Est. 1976  
**PAUL McINNIS LLC**  
AUCTIONS ■ REAL ESTATE ■ RESULTS



# TABLE OF CONTENTS

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- Property and Area Features – Helpful Links
- Area Map
- Seller Property Disclosure
- Cape Cod Water Plume Disclosure
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- Plan of Land 407-67
- Purchase & Sale Agreement
- How to Bid Online
- Online Bidder Registration Form

**DISCLAIMER:** No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

# SUGGESTED DUE DILIGENCE CHECKLIST

211 Scraggy Neck Road, Bourne, MA

BIDDING OPENS: **Monday, May 6<sup>th</sup> at 9:00 a.m.**

BIDDING ENDS: **Wednesday, May 8<sup>th</sup> at 1:00 p.m.**

## ITEMS TO COMPLETE –

- Review the General Terms & Conditions
- Review the Property Information Package
- Review the Purchase & Sale Agreement
- Sign up to bid online at [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions) [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions [paul@paulmcinnis.com](mailto:paul@paulmcinnis.com)



**GENERAL TERMS & CONDITIONS**

AGENT OF THE TRUSTEE: Paul McInnis LLC is acting solely as an Agent of the Trustee.

**BIDDER REGISTRATION:** In order to bid online, any prospective bidder must first request and review a property information package. The next step is to create an online bidding account at [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions). Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com).

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, May 9<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST. The Bidder Registration Form and Bidder Deposit should be received by the Auctioneer no later than 24 hours prior to the close of bidding. The Auctioneer in his sole and absolute discretion reserves the right to decline a bidder if all requirements have not been met prior to the 24-hour deadline.

**RETURN OF BIDDER DEPOSIT:** Unsuccessful bidder deposits will be returned to the bidder by U.S. Mail or through EARNNEST.

**ONLINE BIDDING:** The bidding will open on Monday, May 6<sup>th</sup> at 9:00 a.m. and the bidding will end on Wednesday, May 8<sup>th</sup> at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid. Any activity from bidders will extend the bid. Events such as increasing your maximum bid even without placing a bid will trigger this event.

**TIMED AUCTION EXTENDED BIDDING:** A timed auction event refers to the opening and ending time for placing bids. When a bid is placed within two minutes of the auction ending (12:58) the bid time window will extend for an additional two minutes. During that additional two-minute window if a bid is placed it will be extended again and so on. This is done to prevent bid "sniping." This process can go on indefinitely. Even though the auction is set to end at 1:00 p.m. the bidding could be extended to 2:00 p.m. or longer depending on the activity from the bidders.

**DUE DILIGENCE:** It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the real estate Purchase & Sale Agreement Sample with your attorney is encouraged.

**PROPERTY CONDITIONS:** Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Trustee, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Trustee, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including



but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Trustee, Paul McInnis LLC or their agents.

**BUYER'S PREMIUM:** A 10% (Ten Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 10% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

**SUCCESSFUL BIDDER:** The successful bidder is defined as, that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Trustee. The successful bidder will be notified via email, as well as by telephone confirmation by the Auctioneer.

**REAL ESTATE PURCHASE & SALE AGREEMENT:** A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all Trustee disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Thursday, May 9<sup>th</sup> at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

**EARNEST MONEY DEPOSIT:** The successful bidder must tender a deposit in the amount of 10% of the total purchase price which is due no later than Thursday, May 9<sup>th</sup> at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

**SUCCESSFUL BIDDER DEFAULT:** Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default and hereby authorize the Auction Company to retain your \$10,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

**RESERVATION OF RIGHTS:** Sale is subject to confirmation of the Trustee. The Trustee in their sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Trustee reserves the right to accept or reject the high bid. The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction. Auctioneer reserves the right to have one hour after the close of the auction to verify bids and to re-open the auction if there is any disruption caused by computer errors.

**ADDITIONAL TERMS:** Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

**BUYER BROKER PARTICIPATION INVITED:** Please contact the auction company ([admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form. If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: [paul@paulmcinnis.com](mailto:paul@paulmcinnis.com)



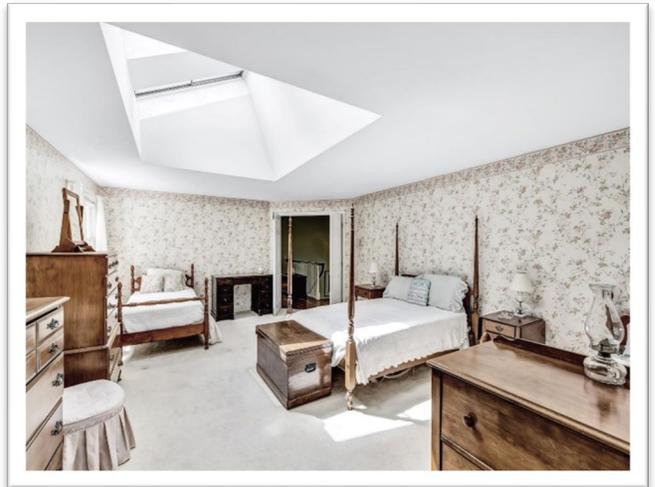
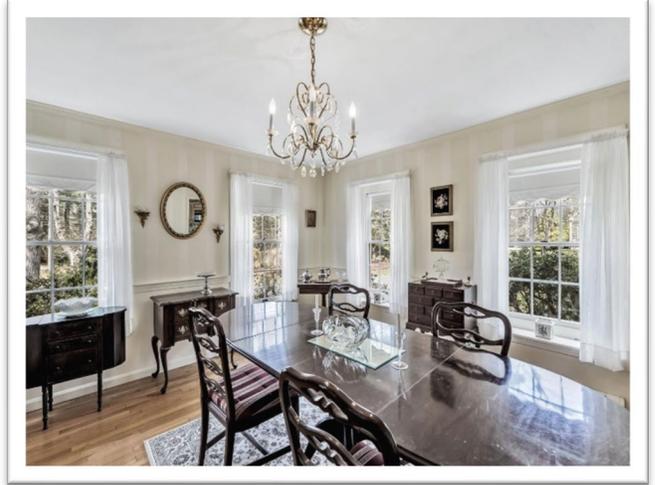
## EXECUTIVE SUMMARY

<b>ADDRESS</b>	211 Scraggy Neck Road, Bourne, MA
<b>TOWN REFERENCE</b>	Map 51-3, Lot 16-1
<b>BARNSTABLE COUNTY DEED REFERENCE</b>	Quitclaim Deed - Book 30297, Page 235
<b>ASSESSED VALUE</b>	\$1,144,600
<b>2023 TAX RATE</b>	\$8.09/\$1,000
<b>2023 TAXES</b>	\$9,260
<b>UTILITIES</b>	Water: Public Sewer: Private – <a href="#">LINK to Title 5 Report</a> – (passed)
<b>ACREAGE</b>	1.02± Acres

<b>TYPE</b>	Contemporary Cape
<b>YEAR BUILT</b>	1986
<b>LIVING AREA</b>	3,287 sq. ft. + 536± sq. ft. unfinished over garage
<b>BASEMENT</b>	Full unfinished, direct access to garage, wash sink
<b>HEAT FUEL</b>	Oil – 2 tanks in basement
<b>HEAT TYPE</b>	Hot water, baseboard
<b>AIR CONDITION</b>	None
<b>ELECTRIC</b>	200 Amp
<b>WATER HEATER</b>	Off boiler
<b>PLUMBING</b>	Copper & PVC

<b>KITCHEN</b>	13'6" x 16'2"
<b>EAT IN KITCHEN</b>	10'8" x 15'1"
<b>LIVING ROOM</b>	18'1" x 17'9"
<b>3/4 BATH FIRST FLOOR</b>	6'2" x 8'10"
<b>DINING ROOM</b>	14'1" x 14'10"
<b>SUN ROOM</b>	15'6" X 11'11"
<b>FOYER</b>	16'6" X 14'10"
<b>FAMILY ROOM</b>	13'8" X 21'10"
<b>PRIMARY BEDROOM 2<sup>ND</sup> FLOOR</b>	21'9" X 15'5"
<b>PRIMARY BATH</b>	11'8" X 12'1"
<b>BEDROOM 2<sup>ND</sup> FLOOR</b>	13'9" X 15'1"
<b>BEDROOM 2<sup>ND</sup> FLOOR</b>	13'8" X 18'2"
<b>BATH 2<sup>ND</sup> FLOOR</b>	8'7" x 10' 6"
<b>GARAGE</b>	27'10" X 23'9" Drywalled
<b>BONUS ROOM OVER GARAGE</b>	27'9" X 19'2" Drywalled
<b>BASEMENT</b>	68'5" X 42'7"





Key: 10909

Town of Bourne - Fiscal Year 2024

12/18/2023 6:02 pm SEQ #: 11.189

LEGALS

CURRENT OWNER				PARCEL ID				LOCATION			
DAVOCK JEAN C ETALS TRS JEAN C DAVOCK REVOC TRUST PO BOX 374 CATAUMET, MA 02534				51.3-16-1				211 SCRAGGY NECK RD			
TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)				
DAVOCK JEAN C ETALS TRS				02/14/2017	F	100	30297-235				
DAVOCK JEAN C ETALS TRS O				03/14/1996	XX		10099-190				

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD	
1010	100	SINGLE FAMILY				1	1 of 1	
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
12153	03/12/2012	15	INSULATE/WEA	3,300	10/23/2014		100	100

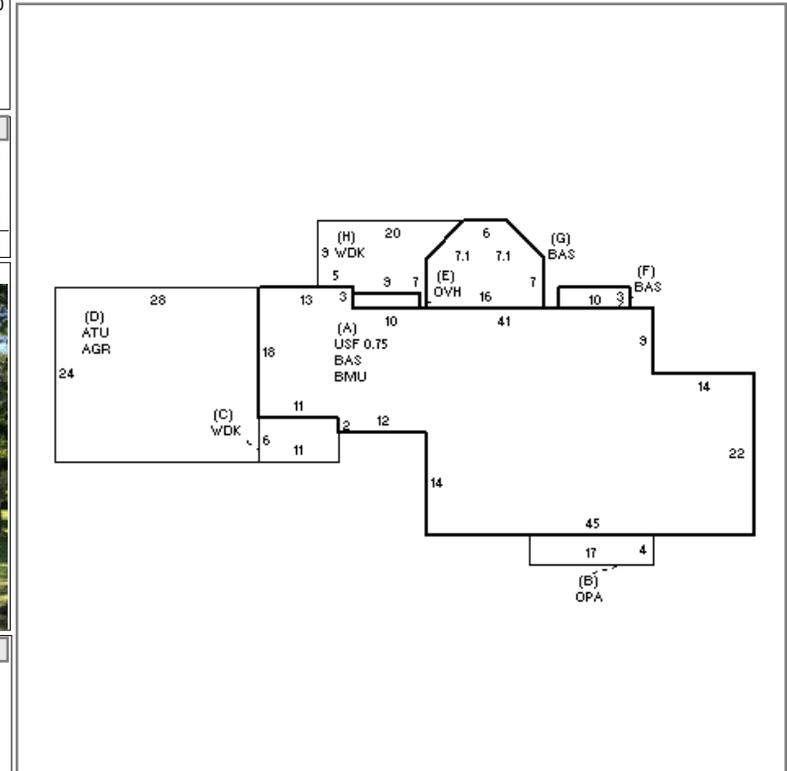
LAND

CD	T	AC/SF/UN	Nbhd	Infl1	N Index	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE				
100	S	40,000	14	1.00	100	1.00	100	1.00	589,250	1.00	A	1.00	BA+	2.50		540,980
300	A	0.102	14	1.00	100	1.00	100	1.00	40,750	1.00	A	1.00	BA+	2.50		4,160

TOTAL	1.020 Acres	ZONING	1	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Nbhd	CATAUMET	NOTE	LAND	545,100	482,500			
Infl1	AVG		BUILDING	599,500	530,500			
N_Index	AVG		DETACHED	0	0			
			OTHER	0	0			
		TOTAL	1,144,600	1,013,000				

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD



BUILDING

BUILDING	CD	ADJ	DESC	MEASURE	9/14/2021	RP
MODEL	1		RESIDENTIAL	LIST	9/14/2021	EST
STYLE	8	1.10	CONTEMPORARY [100%]	REVIEW	9/14/2021	RP
QUALITY	G	1.10	GOOD [100%]			
FRAME	1	1.00	WOOD FRAME [100%]			

BLDG COMMENTS

G

YEAR BLT	1986	SIZE ADJ	0.995	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	768,531
NET AREA	3,150	DETAIL ADJ	1.000	FOUNDATION	4	FLR/WALL(FULL)	1.00	A	BMU	N	BSMT UNFINISHED	1,677		37.00	62,045		
\$NLA(RCN)	\$244	OVERALL	1.140	EXT COVER	2	CLAPBOARD	1.00	A	USF	L	UPPER STORY FIN	1,258	1986	129.72	163,193		
				ROOF SHAPE	1	GABLE	1.00	B	OPA	N	OPEN PORCH	68		95.62	6,502		
				ROOF COVER	1	ASPH/COMP SHIN	1.00	+	WDK	N	WOOD DECK	244		32.31	7,884		
				FLOOR COVER	1	HARDWOOD	1.02	D	AGR	N	ATT GARAGE	672		72.54	48,744		
				INT. FINISH	2	DRYWALL	1.00	D	ATU	N	ATTIC UNF	672		52.11	35,020		
				HEATING/COOLING	2	HOT WATER	1.02	E	OVH	L	OVERHANG	18	1986	225.98	4,068		
				FUEL SOURCE	1	OIL	1.00	+	BAS	L	BASE AREA	1,874	1986	220.99	414,140		
				USE	0		1.00	F21	O	FPL 2S 1OP	1			10,991.30	10,991		
								FIX	O	XTRA FIXTURES	6			2,657.25	15,944		
																EFF.YR/AGE	1997 / 25
																COND	22 22 %
																FUNC	0
																ECON	0
																DEPR	22 % GD 78
																RCNLD	\$599,500

**Town of Bourne**  
 Erica Flemming  
 Collector/Treasurer  
 24 Perry Avenue  
 Buzzards Bay, MA 02532-3441



**2024 ACTUAL REAL ESTATE TAX BILL SUMMARY**  
 Based on assessments as of January 1, 2023, your Real Estate Tax for the fiscal year beginning July 1, 2023 and ending June 30, 2024 on the parcel of real estate described below is as follows:

Bill Number  
 [Redacted]

**ABATEMENT APPLICATIONS TO ASSESSORS DUE: 02/01/2024**

PROPERTY IDENTIFICATION		ASSESSMENTS		VALUATIONS	
<b>211 SCRAGGY NECK RD</b>					
Map/Parcel	51.3 16.01	Land Value	545,100	Real Estate Tax	2,358.71
Book - Page	30297 - 235	Building Value	599,500	CPA Tax	70.77
Land Area (sqft)	44,431	Other Value	0	District Tax	22.34
Class	1010	<b>Taxable Value</b>	<b>1,144,600</b>	Betterments/Liens	0.00
Deed Date	02/14/2017	Tax Rate per \$1000	Real Estate 8.02 CPA 3% (of RE Tax) District 01 0.07	Current Credits (-)	0.00
Interest at the rate of 14% per annum will accrue on overdue payments from the due date until payment is made. (See reverse side for Important Information)				Interest	0.00
				Previous Balance	0.00
				<b>Total Due</b>	<b>4,903.61</b>
				<b>Payment 3 Due 02/01/2024</b>	<b>2,358.71</b>
				<b>Payment 4 Due 05/01/2024</b>	<b>2,358.70</b>
				<b>TOTAL DUE</b>	<b>\$4,903.61</b>

**DAVOCK JEAN C ETALS TRS JEAN C DAVOCK REVOC TRUST**  
 PO BOX 374  
 CATAUMET MA 02534-0374

This Form Approved by the Commissioner of Revenue

TAXPAYER COPY

**IMPORTANT INFORMATION ABOUT YOUR TAX BILL**

This bill contains two remittances. One remittance is for the payment due on February 1, 2024 and the second is for the payment due on May 1, 2024. Please make a note on your calendar as a reminder to make the second payment before the due date of May 1st. No other notification reminder will be mailed to you.

Make checks payable to: **Town of Bourne**  
 and mail your payment to:  
 Town of Bourne, MA  
 Department 7680  
 PO Box 4110  
 Woburn, MA 01888-4110

Office Hours Monday - Friday 8:30 - 4:30	Assessor's Office 508-759-0600 Ext. 1510	Tax Collector's Office 508-759-0600 Ext. 1507
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This is your Third and Fourth QUARTER ACTUAL REAL ESTATE TAX BILL for FISCAL 2024. They are due and payable on February 1, 2024 and May 1, 2024

**Pay your Town of Bourne Real Estate Tax online.**

- Go to [www.townofbourne.com](http://www.townofbourne.com)
- Click on Online Bill Payments
- Complete each screen to process your payment.

Visa, Discover and MasterCard credit card payments are currently accepted. Vendor fees apply.  
 Your online check must have the **Bill Number RE-1754** on the check.  
 Please mail all online checks to:  
**Town of Bourne**  
**24 Perry Ave**  
**Buzzards Bay, MA 02532**

**Town of Bourne**  
 Erica Flemming  
 Collector/Treasurer  
 24 Perry Avenue  
 Buzzards Bay, MA 02532-3441



**2024 ACTUAL REAL ESTATE TAX BILL SUMMARY**  
 Based on assessments as of January 1, 2023, your Real Estate Tax for the fiscal year beginning July 1, 2023 and ending June 30, 2024 on the parcel of real estate described below is as follows:

**FISCAL YEAR 2024**  
 Issue Date: 4/1/2024

Bill Number  
 [Redacted]

**ABATEMENT APPLICATIONS TO ASSESSORS DUE: 02/01/2024**

PROPERTY IDENTIFICATION		ASSESSMENTS		VALUATIONS	
<b>211 SCRAGGY NECK RD</b>					
Map/Parcel	51.3 16.01	Land Value	545,100	4th Qtr RE Due	2,358.70
Book - Page	30297 - 235	Building Value	599,500	4th Qtr CPA Due	70.76
Land Area (sqft)	44,431	Other Value	0	4th Qtr Dist Due	22.33
Class	1010	<b>Taxable Value</b>	<b>1,144,600</b>	Betterments/Liens	0.00
Deed Date	02/14/2017	Tax Rate per \$1000	Real Estate 8.02 CPA 3% (of RE Tax) District 01 0.07	Credits (-)	0.00
Interest at the rate of 14% per annum will accrue on overdue payments from the due date until payment is made. (See reverse side for Important Information)				Interest	0.00
				Previous Balance Due	0.00
				<b>Due 05/01/2024</b>	<b>\$2,451.79</b>

**DAVOCK JEAN C ETALS TRS JEAN C DAVOCK REVOC TRUST**  
 PO BOX 374  
 CATAUMET MA 02534-0374

|||||  
**TOWN OF BOURNE, MA**  
**DEPARTMENT 7680**  
**PO BOX 4110**  
**WOBURN, MA 01888-4110**

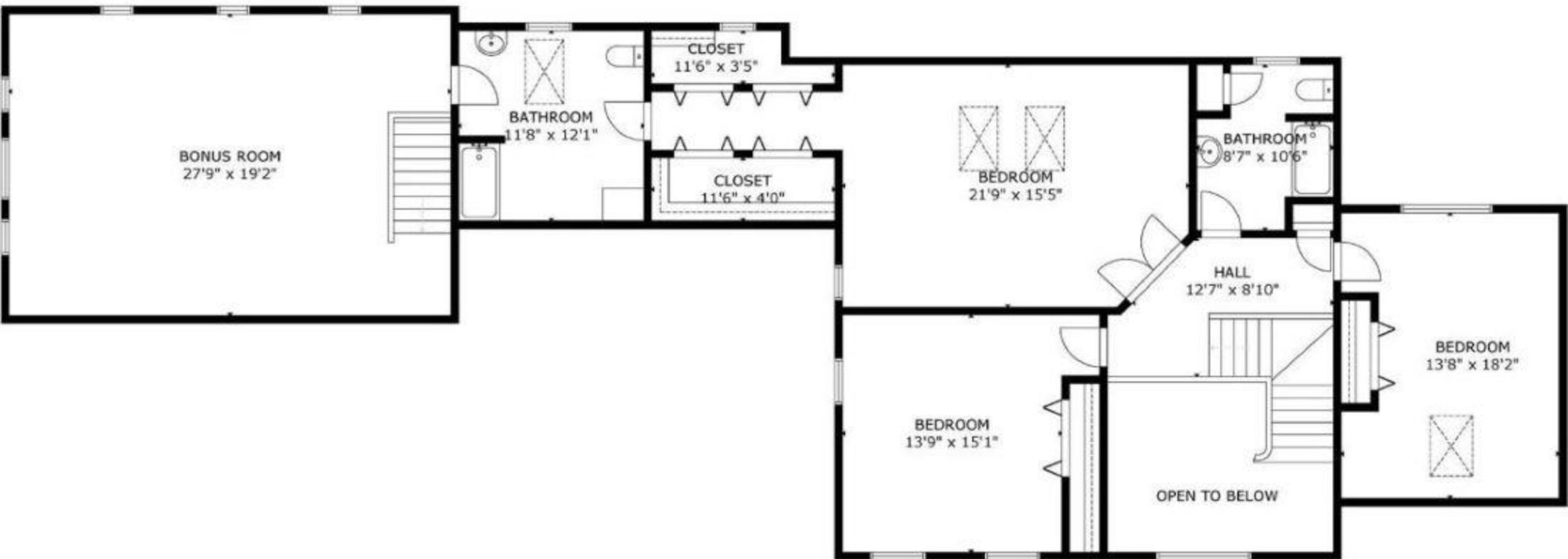
10401202424000001754700002451790501249

This Form Approved by the Commissioner of Revenue

PAYMENT COUPON



# 211 Scraggy Neck Rd Cataumet



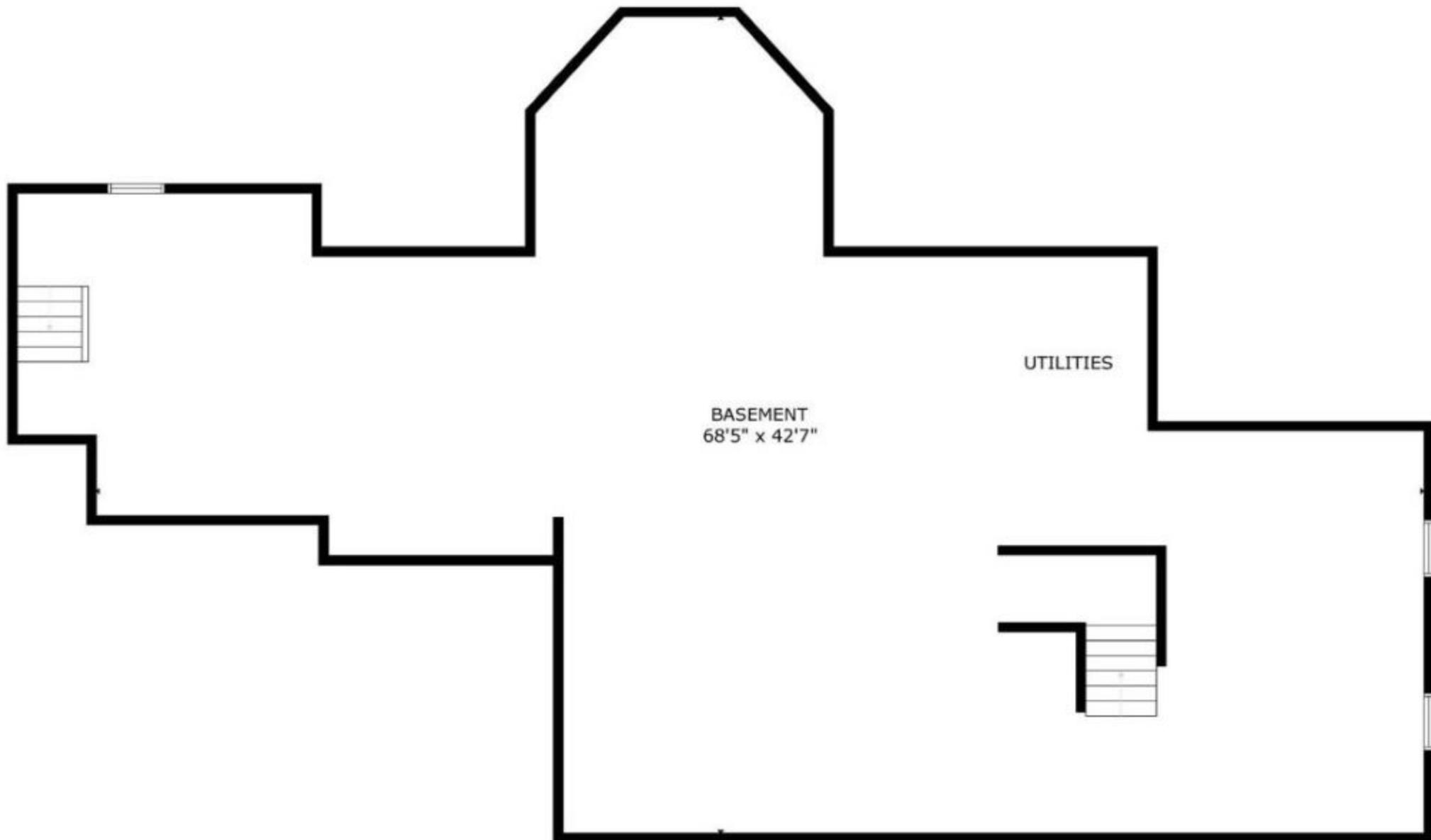
GROSS INTERNAL AREA  
TOTAL: 5,633 sq ft  
FLOOR 1: 1,810 sq ft, FLOOR 2: 1,918 sq ft, FLOOR 3: 1,905 sq ft  
EXCLUDED AREA: GARAGE: 605 sq ft  
SIZE AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY

# 211 Scraggy Neck Rd Cataumet



GROSS INTERNAL AREA  
TOTAL: 5,633 sq ft  
FLOOR 1: 1,810 sq ft, FLOOR 2: 1,918 sq ft, FLOOR 3: 1,905 sq ft  
EXCLUDED AREA: GARAGE: 605 sq ft  
SIZE AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY

# 211 Scraggy Neck Rd Cataumet



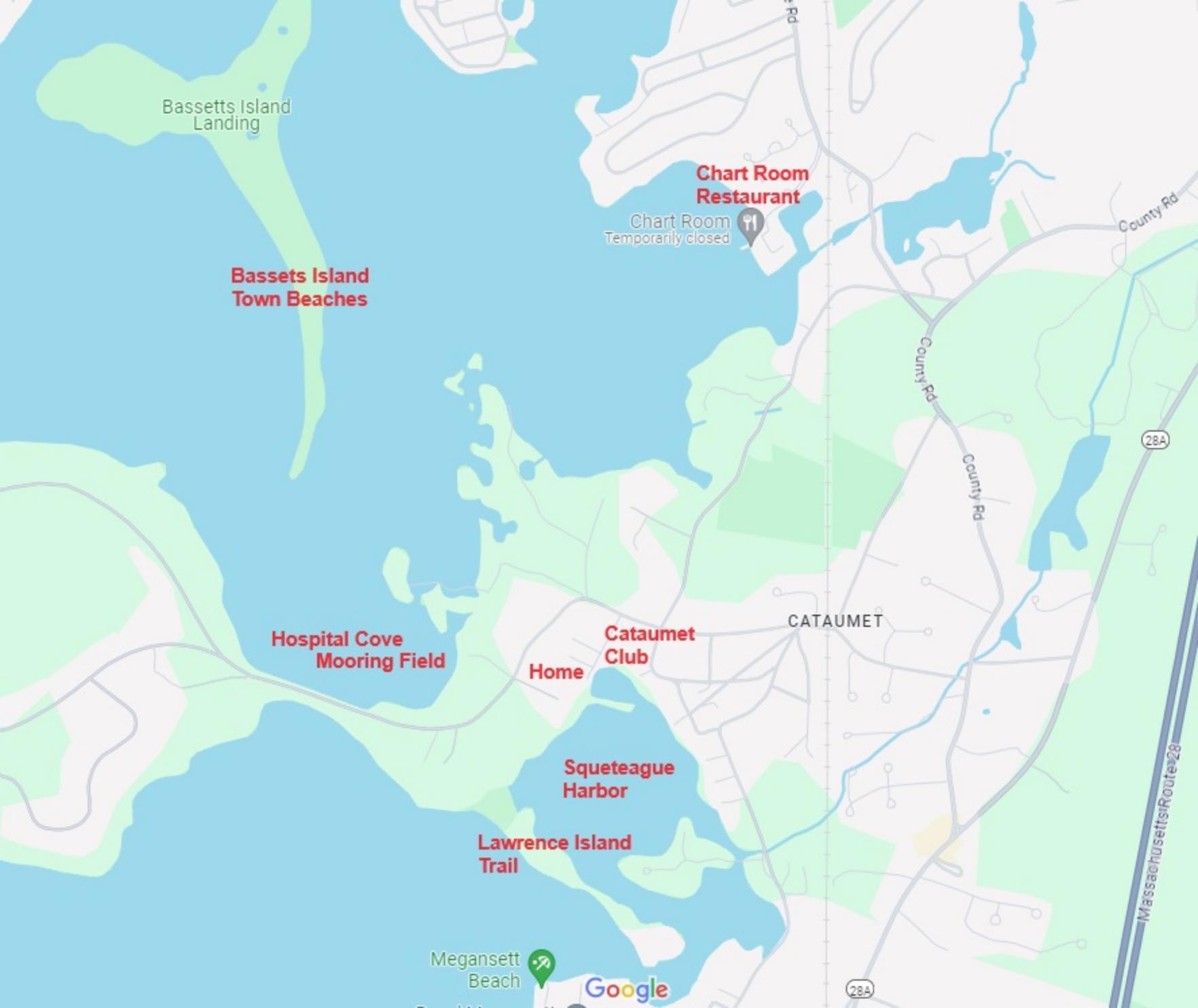
BASEMENT  
68'5" x 42'7"

UTILITIES

GROSS INTERNAL AREA  
TOTAL: 5,633 sq ft  
FLOOR 1: 1,810 sq ft, FLOOR 2: 1,918 sq ft, FLOOR 3: 1,905 sq ft  
EXCLUDED AREA: GARAGE: 605 sq ft  
SIZE AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY

## PROPERTY AND AREA FEATURES – HELPFUL LINKS

- Become a member of Cataumet Club with clubhouse & clay tennis courts at the intersection of Scraggy Neck Road and Red Brook Harbor Road.- a five min walk up the road. [Link to Website](#)
- Across the street from the home is Hospital Cove Road which is a public road. This road provides access to Hospital Cove and the mooring field. Town residents can obtain a mooring once they have been added through the waiting list. [Link to Waiting List](#)
- Enjoy Bassets Island with its pristine town beaches and shallow waters in Hospital Cove. Accessible by boat from the mooring field. ([Link to Website](#))
- The recorded easement affords the owners the right to a 10' wide walking path from their backyard to Grasslands Road and on to Squeteague Harbor Beach ([Link to Website](#)). In addition, you have access to the beautiful Lawrence Island Trail ([Link to Website](#)).
- Well known area restaurant the Chart Room at Kingman Marina [Link to Website](#)



Bassetts Island  
Landing

**Bassetts Island  
Town Beaches**

**Chart Room  
Restaurant**

Chart Room  
Temporarily closed

**Hospital Cove  
Mooring Field**

Home

**Cataumet  
Club**

CATAUMET

**Squeteague  
Harbor**

**Lawrence Island  
Trail**

Megansett  
Beach

Google

County Rd

County Rd

County Rd

28A

Massachusetts Route 28

28A

**MASSACHUSETTS ASSOCIATION OF REALTORS®  
SELLER'S STATEMENT OF PROPERTY CONDITION**



MASSACHUSETTS ASSOCIATION OF REALTORS®

THIS FORM IS TO BE COMPLETED BY THE SELLER. THE SELLER(S) AUTHORIZES THE BROKER OR SALESPERSON(S) TO PROVIDE THE FOLLOWING INFORMATION TO PROSPECTIVE BUYER(S). THIS INFORMATION IS BASED UPON THE SELLER'S KNOWLEDGE, BUT IS NOT INTENDED AS A GUARANTEE OF THE CONDITION OF THE PROPERTY OR THE CONTINUED SATISFACTORY OPERATION OF ANY SYSTEM. THE BUYER(S) SHOULD INDEPENDENTLY VERIFY ALL INFORMATION BEFORE PURCHASE.

Property Address: 211 Scraggy Neck Road, Cataumet, MA 02534

Seller(s)/Owner(s): Jean C. Davock Revocable Trust

How long owned: 38 Yrs How long occupied: 38 yrs Approximate Year Built: 1986

<b>I. TITLE/ZONING/BUILDING INFORMATION</b>						
		Yes	No	Unknown	N/A	Description/Explanation
1.	Title Problems or Limitations (for example, deed restriction, lot line dispute, order of conditions):		X			
2.	Easement, Common Driveway, or Right of Way	X				Right of way to Grasslands Rd. behind house
3.	Zoning Classification(s) of property:					Single family Home
4.	Has the City/Town issued notice of outstanding violation?		X			
5.	Have you been advised that current use is nonconforming in any way?		X			
6.	Do you know of any variances or special permits?		X			
7.	During Seller's ownership, has work been done for which a permit was required? If yes, explain.	X				Roofs reshingled
7a.	Were permits obtained?			X		
7b.	Was the work approved by an inspector?			X		
7c.	Was a licensed contractor hired? (If yes, provide name of contractor)			X		
7d.	Is there an outstanding notice of any building code violation?		X			
8.	Have you been informed that any part of the property is in a designated flood zone or wetland?			X		
9.	Are there any known water drainage problems? Explain.		X			

<b>II. SYSTEM AND UTILITIES INFORMATION</b>						
		Yes	No	Unknown	N/A	Description/Explanation
10.	STORAGE TANK					
10a.	Is or Has there ever been an underground storage tank?		X			
10b.	If yes, type of tank					
10c.	If yes, is it still in use?					
10d.	If not still in use, was it removed?					
10e.	Storage Tank: <u>  </u> Leased <u>  </u> Owned (See Hazardous Materials Disclosure Page 8)					

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**MASSFORMS™**  
Statewide Standard Real Estate Forms

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1 of 8



Form No. 700



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II. SYSTEM AND UTILITIES INFORMATION (Continued)						
		Yes	No	Unknown	N/A	Description/Explanation
11.	HEATING SYSTEM	X				
11a.	Type:					Oil heat/Forced Hot water
11b.	Age:					38
11c.	Are there any known problems with the heating system? Explain.		X			
11d.	Identify any unheated room or area:	X				Above garage
11e.	Provide approximate date of last service:					12/23/2023
11f.	Provide reason for service:					Replaced expanding tank. winterize home

III. WATER, SEWER & OTHER UTILITIES						
		Yes	No	Unknown	N/A	Description/Explanation
12.	DOMESTIC HOT WATER	X				
12a.	Type:					Tank within boiler/heating unit
12b.	Age:					38
12c.	Are there any known problems with the hot water? Explain.		X			
13.	SEWAGE SYSTEM					
13a.	<input type="checkbox"/> Municipal <input checked="" type="checkbox"/> Private Sewer					
13b.	If Private Sewer, describe type of system:					Septic
13c.	Provide Name of Service Company					Unkown
13d.	Date it was last pumped:					Unknown / / Month Day Year
13e.	Frequency of Pumps:					unknown
13f.	During your ownership has sewage backed up into house or onto yard? Explain		X			
13g.	Is system shared with other homes?		X			
13h.	Was a Title 5 Inspection performed?	X				
13i.	Date of Inspection:					3/27/2024 / / Month Day Year
13j.	Is a copy of Inspection attached?		X			
14.	PLUMBING SYSTEM					
14a.	Type:			X		
14b.	Problems? Explain		X			
14c.	Bathroom ventilation problems? Explain		X			
15.	WATER SOURCE					
15a.	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private					

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III. WATER, SEWER & OTHER UTILITIES (continued)						
		Yes	No	Unknown	N/A	Description/Explanation
15b.	Location				X	
15c.	Date Last tested:				X	____/____/____ Month Day Year
15d.	Report Attached?					
15e.	Water Quality problems? Explain.			X		
15f.	Flow rate:				X	(gal. /min.)
15g.	Age of Pump:				X	
15h.	Is there a filtration system? If yes, indicate age and type of filtration system.		X			Age: _____ Type: _____

IV. ELECTRICAL SYSTEMS & UTILITIES						
		Yes	No	Unknown	N/A	Description/Explanation
16.	ELECTRICAL SYSTEM					
16a.	Problems? Explain.		X			
17.	APPLIANCES					
17a.	List appliances that are included:					X Refrigerator, Stove/Oven dishwasher
17b.	Problems? Explain.		X			
18.	SECURITY SYSTEM	X				
18a.	Type:			X		
18b.	Age:			X		
18c.	Provide Name of Service Company				X	
18d.	Problems? Explain.			X		
19.	AIR CONDITIONING		X			
19a.	___ Central ___ Window ___ Other. Explain.					
19b.	Problems? Explain.					
20.	SOLAR PANELS		X			
20a.	___ Leased ___ Owned					
20b.	If leased, explain terms of agreement.					

V. BUILDING/STRUCTURAL INFORMATION						
		Yes	No	Unknown	N/A	Description/Explanation
21.	FOUNDATION/SLAB					
21a.	Problems? Explain.		X			
22.	BASEMENT	X				
22a.	Problems (select any that apply): ___ Water ___ Seepage ___ Dampness ___ Other. Explain.					None

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V. BUILDING/STRUCTURAL INFORMATION (continued)					
	Yes	No	Unknown	N/A	Description/Explanation
22b.					Explain amount, frequency, and location of the problems selected in 22a.
23.		X			SUMP PUMP
23a.					If yes to 23, provide age and location.
23b.					Problems? Explain.
24.	ROOF				
24a.			X		Age:
24b.		X			Problems? Explain.
24c.				X	Location of leaks/repairs:
25.	X				CHIMNEY/FIREPLACE
25a.			X		Date last cleaned: _____ / _____ / _____ Month Day Year
25b.			X		Problems? Explain.
25c.					Presence of: <input type="checkbox"/> Wood Stove <input type="checkbox"/> Coal Stove <input type="checkbox"/> Pellet Stove <input type="checkbox"/> Gas Stove
25d.					If yes to 25c, in compliance with installation regulations/code/bylaws?
25e.					If no to 25d, Explain.
25f.		X			Is there any history of smoke/fire damage to structure? Explain.
26.	FLOORS				
26a.			X		Type of floors under carpet/linoleum:
26b.		X			Are there any known problems with floors (buckling, sagging, etc.)? Explain.
27.	WALLS				
27a.		X			Interior Walls: Problems? Explain
27b.		X			Exterior Walls: Problems? Explain
28.	WINDOW/SLIDING DOORS/DOORS				
28a.		X			Problems? Explain
29.	INSULATION				
29a.	X				Does house have insulation?
29b.					If yes, type: _____ x Rolls
29c.			X		Date Installed: _____ / _____ / _____ Month Day Year
29d.				X	Location: _____

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VI. ENVIRONMENTAL ISSUES						
		Yes	No	Unknown	N/A	Description/Explanation
30.	ASBESTOS					
30a.	Is asbestos present in exterior shingles, pipe covering or boiler insulation?		X			
30b.	Has a fiber count been performed?					
30c.	If yes to 30b., is copy attached? (See Asbestos Disclosure Page 8)					
31.	LEAD PAINT					
31a.	Is lead paint present?		X			
31b.	If yes to 31a., locations present: (Attach copy of Inspection Reports)					
31c.	If yes to 31a., describe abatement plan/interim controls, if any:					
31d.	Has paint been encapsulated?					
31e.	If yes to 31d. provide date of encapsulation and by whom.					____/____/____ Month Day Year
31f.	Is Lead Paint Disclosure Form available? If yes attach copy. If no, Explain.	X				
32.	RADON					
32a.	Has test for Radon been performed? If yes, attach copy. (See Radon Disclosure Page 7)			X		
33.	MOLD					
33a.	Have you been advised of elevated levels of mold at the Property? Explain.		X			
34.	INSECTS					
34a.	History of Termites/Wood Destroying Insect or Rodent Problems?	X				Type: Chipmunks
34b.	If yes to 34a., explain treatment and dates: (See Chlordane Disclosure Page 7)			X		____/____/____ Month Day Year Treatment: unknown
35.	ENERGY AUDIT					
35a.	Has an Energy Audit been performed? If yes, attach a copy.			X		

VII. OUTDOOR AMENITIES & STRUCTURES						
		Yes	No	Unknown	N/A	Description/Explanation
36.	SWIMMING POOL/JACUZZI					
36a.	Problems? Explain.		X			
36b.	Name of Service Company:					
37.	GARAGE/SHED/OR OTHER STRUCTURE					
37a.	Problems? Explain.		X			

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Condominium:  YES  NO

VIII. CONDOMINIUM INFORMATION						
		Yes	No	Unknown	N/A	Description/Explanation
38.	PARKING					N/A
38a.	Number of Spaces					N/A Spaces
38b.	Of those spaces, identify the number that are: <input type="checkbox"/> Deeded <input type="checkbox"/> Exclusive Easements <input type="checkbox"/> Assigned <input type="checkbox"/> Unassigned or <input type="checkbox"/> In Common area					Number of Spaces: Deeded _____ Exclusive Easements _____ Assigned _____ Unassigned _____ In Common area _____
39.	CONDO FEES					N/A
39a.	Current monthly fees for Unit are:  Are any of the following (39b.-39g.) included in the monthly fees:					N/A
39b.	Heat					N/A
39c.	Electricity					N/A
39d.	Hot Water					N/A
39e.	Trash Removal					N/A
39f.	Landscaping					N/A
39g.	Snow Removal					N/A
40.	RESERVE FUND					
40a.	Has advance payment been made to a condo reserve fund?					N/A
40b.	If yes to 40a, how much?					N/A
41.	CONDO ASSOCIATION FUND					
41a.	Is owners' association currently involved in any litigation? Explain.					N/A
41b.	Have you been advised of any matter which is likely to result in a special assessment or substantially increase condominium fees? Explain					N/A

Is this property rented?  YES  NO

IX. RENTAL PROPERTY INFORMATION						
		Yes	No	Unknown	N/A	Description/Explanation
42.	UNITS					____ Units N/A
42a.	Number of Units:					N/A
42b.	Has a unit been added/subdivided since original construction?					N/A
42c.	If yes to 42b., was a permit for new/added unit obtained?					
43.	RENT					Rent \$ _____/month N/A
43a.	Expiration date of each lease:					____/____/____ N/A Month Day Year
43b.	Any tenants without leases?					N/A
43c.	Is owner holding last month's rent?					N/A
43d.	Is owner holding security deposit?					N/A

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IX. RENTAL PROPERTY INFORMATION (continued)						
		Yes	No	Unknown	N/A	Description/Explanation
43e.	If yes to 43c. and/or 43de., has interest been paid?					N/A
43f.	If security deposit held, attach a copy of Statement(s) of Conditions.					N/A
43g.	Is there any outstanding notice of sanitary code violation? Explain					N/A

X. MISCELLANEOUS INFORMATION						
		Yes	No	Unknown	N/A	Description/Explanation
44.	Do you know of any other problem which may affect the value or use of the property which may not be obvious to a prospective buyer? Explain.		X			

XI. DESCRIPTION/EXPLANATION					

**XII. EXPLANATORY MATERIAL**

The following clauses are provided for descriptive purposes only. For detailed information, consult the Massachusetts Department of Public Health, the Massachusetts Department of Environmental Protection, or other appropriate agency, or your attorney.

A. Flood Hazard Insurance Disclosure Clause (Question #8)  
 The lender may require Flood Hazard Insurance as a condition of the mortgage loan if the lender determines that the property is in a flood hazard zone.

E. Radon Disclosure Clause (Question #32)  
 Radon is an odorless, colorless, tasteless gas produced naturally in the ground by the normal decay of uranium and radium. Radon can lead to the development of radioactive particles which can be inhaled. Studies indicate the result of extended exposure to high levels of radon may increase the risk of developing lung cancer.

B. Hazardous Materials Disclosure Clause (Question #10)  
 In certain circumstances Massachusetts law can hold an owner of real estate liable to pay for the cost of removing hazardous or toxic materials from real estate and for damages resulting from the release of such materials, according to the Massachusetts Oil and Hazardous Material Release and Response Act, General Laws, Chapter 21E. The buyer acknowledges that he may have the

F. Chlordane Disclosure Clause (Question #34b.)  
 Pesticide products containing chlordane were banned in Massachusetts on June 11, 1985, following a determination by the Department of Food and Agriculture that the use of chlordane may cause unreasonable adverse effects on the environment including risk of cancer. Although existing data do not conclusively prove that significant health effects have occurred as

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property professionally inspected for the presence of, or the substantial likelihood of release of oil or hazardous material and such proof of inspection may be required as a prerequisite for financing the property.

a direct result of chlordane use, the long-term potential health risks are such that it is prudent public health policy, according to the Department, to eliminate the further introduction of chlordane into the environment.

C. Asbestos Disclosure Clause (Question #30)

The United States Consumer Produce Safety Commission has maintained that asbestos materials are hazardous if they release separate fibers which can be inhaled. Asbestos is a common insulation material on heating pipes, boilers, and furnaces. It may also be present in certain types of floor and ceiling materials, shingles, plaster products, cements and other building materials. The buyer may have the property professionally inspected for the presence of asbestos and if repair or removal of asbestos is desired, proper safety guidelines must be observed.

G. Mold Information (Question #33)

Molds are naturally occurring organisms that exist both indoors and outdoors. More than 1000 different kinds of mold have been found in homes in the United States. Molds are fungi that reproduce by making spores. Spores are small and lightweight and able to travel through the air. Molds need moisture and food to grow and their growth is stimulated by warm, damp and humid conditions. Molds can use materials such as wood, paper, drywall and carpet as food sources. Reducing dampness indoors is often key to reducing the growth of mold. Depending on the level of mold, allergies, respiratory problems and other health consequences can be triggered in sensitive individuals. However, exposure to mold does not always result in health problems. As of July 2002, U.S. governmental agencies reported that a determination had not been made what quantity of mold was acceptable in an indoor environment. For more information on mold, contact an engineer or other qualified mold inspector. Information may also be found at the web site for the U.S. Environmental Protection Agency, www.epa.gov.

D. Lead Paint Disclosure (Question #31)

Whenever a child 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 is required by law to remove all said paint, plaster or cover with appropriate materials so as to make it inaccessible to a child under six years of age. Consumption of lead is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership, and as a result a child under six years of age will become a resident, the new owner is required by law to remove said paint, plaster cover or encapsulate it with appropriate materials so as to make it inaccessible to such child. Buyer should receive information pamphlet from Department of Public Health.

H. Fair Housing Notice

It is unlawful to discriminate on the basis of race, color, religious creed, national origin, age, gender, sex, ancestry, marital status, veteran status, sexual orientation, disability, presence of a child, receipt of public assistance or other protected classification in the sale or rental of covered housing.

XIII. Acknowledgment

Seller(s) hereby acknowledges that the information set forth above is true and accurate to the best of his or her knowledge. Seller(s) agrees to defend and indemnify the broker(s) and any subagents for disclosure of any information contained herein. Seller(s) acknowledges receipt of a copy of the Seller's Statement of Property Condition.

Date 4/17/2024 Seller [Signature] Seller [Signature]

Buyer(s)/Prospective Buyer(s) acknowledges receipt of Seller's Statement of Property Condition prior to purchase. Buyer(s) acknowledges that Broker has not verified the information herein and Buyer(s) has been advised to verify information independently. Buyer(s) is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality.

Date \_\_\_\_\_ Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

SELLER'S INITIALS [Initials] BUYER'S INITIALS \_\_\_\_\_

**Dwelling was built prior to 1978:**

**YES**

**X NO**

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

---

  - (ii) N/A 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) N/A 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 (check documents below).
    - Lead Inspection Report;  Risk Assessment Report;  Letter of Interim Control;  Letter of Compliance
  - (ii) N/A 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) N/A Purchaser or lessee purchaser has received copies of all documents checked above.
- (d) N/A Purchaser or lessee purchaser has received no documents.
- (e) N/A Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) N/A Purchaser or lessee purchaser has (check (i) or (ii) below):
  - (i) N/A 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) N/A 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) JS 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) N/A 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.

<p>DocuSigned by: <u>Tom A. Dora</u> Seller BF30B994D5...</p> <p>4/17/2024 Date</p>	<p>DocuSigned by: <u>Melissa Fox, Trustee</u> Seller BF63A888E4B4...</p> <p>4/17/2024 Date</p>
<p>Purchaser</p> <p>DocuSigned by: <u>Jason Sapphire</u> 362FC41862E7483...</p> <p>4/17/2024 Date</p>	<p>Purchaser</p> <p>Date</p>
<p>Agent</p> <p>Date</p>	<p>Agent</p> <p>Date</p>

Address of Property 211 Scraggy Neck Road, Cataumet, MA 02534

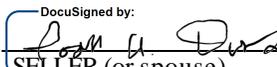
**DISCLOSURE TO ALL BUYER(S) OF PROPERTY LOCATED ABOVE  
OR NEAR CONTAMINATED GROUNDWATER PLUMES ISSUING OR ISSUED  
FROM THE MASSACHUSETTS MILITARY RESERVATION. CURRENTLY  
APPLICABLE TO PROPERTIES LOCATED IN THE TOWNS OF BOURNE,  
FALMOUTH, MASHPEE AND SANDWICH**

The BUYER(S) hereby acknowledges being informed by the SELLER(S), BUYER(S) and SELLER(S) Real Estate Agents of the current ongoing and potential future threat of environmental pollution conditions created by pollution from the Massachusetts Military Reservation and other sources.

After being so informed, the BUYER(S) may contact federal, state and local agencies for further disclosure relative to this situation and for further information. The BUYER(S) is also advised that the United States Environmental Protection Agency (EPA) Region I has ruled that it will not hold property owners and developers liable under federal pollution laws for any related response costs incurred by EPA as long as these owners and developers had done nothing to cause or contribute to the contamination. This position is further supported in advisory rulings issued by the Commonwealth of Massachusetts as contained in its Good Neighbor Policy. Upon request, the EPA will promptly provide individual letters to eligible owners and developers confirming the applicability of this policy to their specific property.

The prospective BUYER(S) have been properly informed of the information contained above and certify by their signature(s) that they have been so informed and notified.

Date 4/17/2024

DocuSigned by:  
  
SELLER (or spouse)  
30668F30B934D...

DocuSigned by:  
  
SELLER  
519F863A888E4B4...

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

DocuSigned by:  
  
\_\_\_\_\_  
0452A6A39B9341D... Broker(s)

N O T  
A N  
O F F I C I A L  
C O P Y

N O T  
A N  
O F F I C I A L  
C O P Y

N O T  
A N  
O F F I C I A L  
C O P Y

N O T  
A N  
O F F I C I A L  
C O P Y

QUITCLAIM DEED

We, JEAN C. DAVOCK, TODD A. DAVOCK and MELESSA D. FOX (f/k/a Melessa D. Ashworth), as we are Trustees of THE 211 SCRAGGY NECK ROAD REALTY TRUST, under a declaration of trust dated March 12, 1996, recorded in the Barnstable Registry of Deeds at Book 10099, Page 185, for consideration paid of less than one hundred dollars, grant to ourselves, as Trustees of the JEAN C. DAVOCK REVOCABLE TRUST, under a declaration of trust dated March 12, 1996 (trustee certificate to be recorded herewith) with an address at 211 Scraggy Neck Road, Bourne (Cataumet), Massachusetts, 02534, WITH QUITCLAIM COVENANTS, the land in Bourne (Cataumet), Massachusetts, 02534, bounded and described as follows:

- NORTHWESTERLY by Scraggy Neck Road (40' Pub. Way), by two courses, a distance of one hundred nineteen and 73/100 (119.73) feet and forty and 91/100 (40.91) feet, respectively;
- NORTHEASTERLY by Lot 2, two hundred eighty-two and 03/100 (282.03) feet;
- SOUTHEASTERLY by land now or formerly of John H. Bolton, Jr., one hundred fifty-nine and 89/100 (159.89) feet; and
- SOUTHWESTERLY again by land now or formerly of John H. Bolton, Jr., two hundred seventy and 41/100 (270.41) feet.

Containing an area of 44,279 square feet, more or less, and being shown as LOT 1 on a plan of land entitled, "Plan of Land in Cataumet, Bourne, Mass. Scale: 1" = 40', Date: Nov. 12, 1985, Owner: John H. Bolton, Jr., Wm. M. Warwick & Assoc., Inc., Box 801, No. Falmouth, Mass.", which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 407, Page 67.

There is also granted herewith as appurtenant to said premises and easement, in common with all others now or hereafter lawfully entitled, thereto, to pass and repass by foot over the 10' Pedestrian Access Esmt. shown on the plan hereinbefore mentioned, to and from the granted premises and Squeteague Harbor.

For grantors' title see deed dated March 12, 1996, recorded with Barnstable County Registry of Deeds at Book 10099, Page 190.

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The address of the property hereby conveyed is 211 Scraggy Neck Road, Bourne (Cataumet), Massachusetts 02534.

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SIGNATURES ON FOLLOWING PAGES  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

NOT AN OFFICIAL COPY IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates set forth opposite our respective signatures below.

Date: 11/10/2016, 2016

JEAN C. DAVOCK, Trustee as aforesaid

Date: 11/10/16, 2016

TODD A. DAVOCK, Trustee as aforesaid

Date: 11/10/16, 2016

MELESSA D. FOX, Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. 11/10, 2016

On this 10th day of November, 2016, before me, the undersigned notary public, personally appeared the above named JEAN C. DAVOCK, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily, as her free act and deed, for its stated purpose.

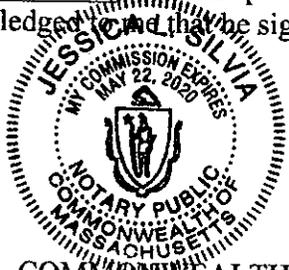


Jessica L. Silva, Notary Public: Jessica L. Silva, My Commission Expires: 5/22/2020

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. 11/10, 2016

On this 10th day of November, 2016, before me, the undersigned notary public, personally appeared the above named TODD A. DAVOCK, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, as his free act and deed, for its stated purpose.



Jessica L. Silva, Notary Public: Jessica L. Silva, My Commission Expires: 5/22/2020

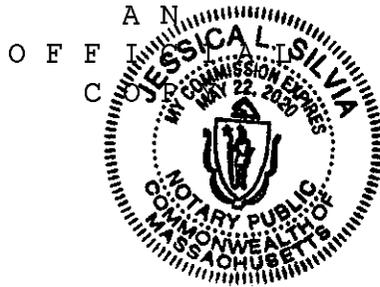
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. 11/10, 2016

N O T

N O T

On this 10th day of November, 2016, before me, the undersigned notary public, personally appeared the above-named MELESSA D. FOX, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily, as her free act and deed, for its stated purpose.



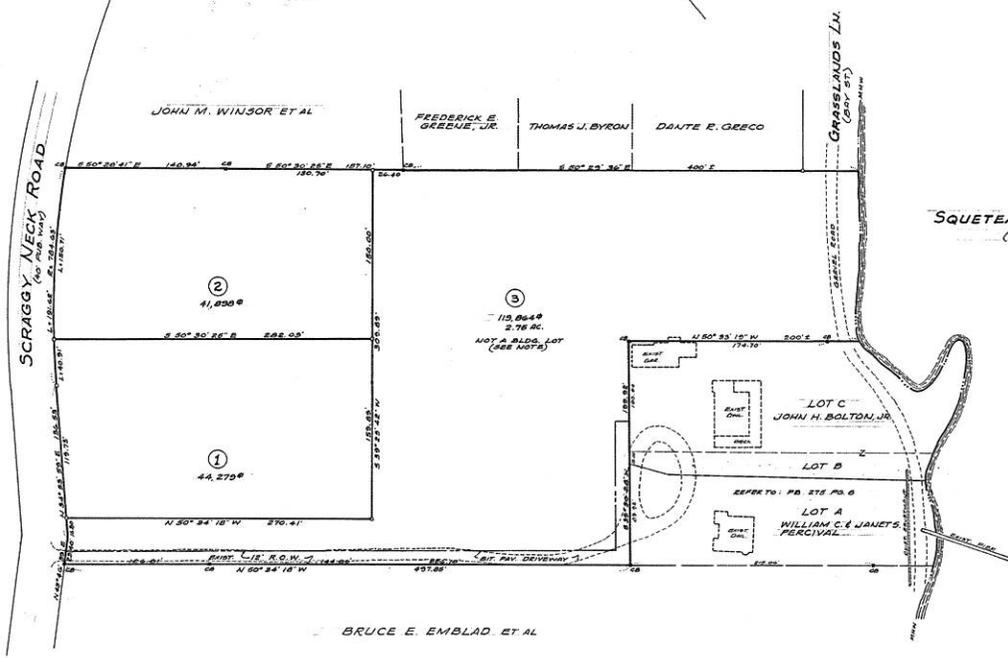
OFFICIAL  
Jessica L. Silva  
Notary Public: Jessica L. Silva  
My Commission Expires: 5/22/2020

OFFICIAL  
 BOARD OF PLANNING BOARD OF ENOUGH  
 407-67  
 THE OFFICE OF THE REGISTER OF DEEDS HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT CONFORMS WITH THE REQUIREMENTS OF THE MASSACHUSETTS SUBDIVISION CONTROL ACT.

ZONING DISTRICT: R-40  
 MAP: S.I.3 PCL 16  
 FLOOD ZONE: NON-HAZARD C



DATE: 11/1/85



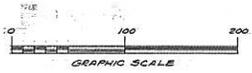
BOUND FOUND IN PLACE  
 BOUND TO BE SET

NOTE:  
 LOT 3 AS SHOWN ON THIS PLAN IS NOT TO BE CONSIDERED A BUILDING LOT UNTIL PROPER ROAD FRONTAGE IS PROVIDED.

I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.  
 DATE: NOV 12, 1985  
 WILLIAM M. WARWICK, PLS.



I CERTIFY THAT THIS PLAN WAS ORIGINALLY PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE REGISTERS OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.  
 DATE: NOV 12, 1985  
 WILLIAM M. WARWICK, PLS.



THIS PLAN IS VALID ONLY AS A REPRESENTATION OF THE INFORMATION SHOWN HEREON.

PLAN OF LAND IN  
 CATAUMET  
 BOURNE, MASS.  
 SCALE: 1"=140' DATE: NOV 12, 1985

OWNER: JOHN H. BOLTON, JR.

WM. M. WARWICK & ASSOC., INC.  
 BOX 901, NO. FALMOUTH, MASS.

407-67

## REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below or on Exhibit A, herein agrees to purchase said real estate in accordance with the following terms and conditions:

1. Seller(s): Jean C. Davock Revocable Trust Street: 656 W. Roxbury Parkway City/State/Zip: Rosindale, MA 02131 Telephone #: _____	Buyer(s): _____ Street: _____ City/State/Zip: _____ Telephone #: _____
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2. Property:  Land  Land & Buildings  Condo  Other: \_\_\_\_\_  
 Street Address: 211 Scraggy Neck Road City/Town: Bourne  
 County: Barnstable State: Massachusetts  
 Also known as Tax Map 51.3, Lot 16-1 with deed recorded at the Barnstable County Registry of Deeds at Book 30297, Page 235.

3. BID PRICE (HAMMER PRICE):	\$ _____
10% BUYER'S PREMIUM:	\$ _____
TOTAL PURCHASE PRICE DUE FROM BUYER:	\$ _____
INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, Receipt of which is acknowledged and is NON-REFUNDABLE.	
10% of the Total Purchase Price	\$ _____
BALANCE DUE AT TRANSFER OF TITLE:	\$ _____

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before June 7, 2024 at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Paul McInnis LLC on One Juniper Road, North Hampton, New Hampshire on Friday, June 7<sup>th</sup> at 10:00 a.m.

5. Title shall be transferred by Quit Claim deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".

\_\_\_\_\_,  
Seller

\_\_\_\_\_,  
Buyer

6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$10,000 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument 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 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 Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: *any remaining residual personal property at time of closing.*
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:  

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15. The following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of Massachusetts. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

ARSENIC: Arsenic is a common groundwater contaminant in Massachusetts that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the Massachusetts department of environmental services private well testing recommendations ([www.mass.gov](http://www.mass.gov)) to ensure a safe water supply if the subject property is served by a private well.

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Note: lead paint/lead paint hazards – Federal law requires that individuals purchasing residential housing built before 1978 receive a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer acknowledges that they are given the opportunity to conduct such risk assessment or inspection within the next 10 days. Buyer also acknowledges that results of such risk assessment or inspection will NOT affect any terms of this Real Estate Purchase & Sale Agreement included but not limited to the price and terms agreed upon as well as the buyers' decision to go forward with the purchase of the property.

Title 5 Septic Report Attached here to.

16. Addenda Attached  Yes,  No

IN WITNESS WHEREOF, the parties have hereunto set their hands.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller: The Jean C. Revocable Trust      Date  
Todd Davock, Trustee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller: The Jean C. Revocable Trust      Date  
Melessa Fox, Trustee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser      Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser      Date

Revised: January 2019

© 2024 Paul McInnis LLC

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

## How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at: [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions) (refer to the Due Diligence Checklist contained in the property information package). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com).

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, May 9<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, we will activate your account and you will be able to bid.

You can access the online auction portal, [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions), by [clicking here](#).

As shown below, you will need to "**Register/Login**" in the upper right-hand corner of your screen to register and create your online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions) account.



Please contact the auction office with any questions  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or (603) 964-1301





AUCTIONS - REAL ESTATE - RESULTS

1 Juniper Road, North Hampton, NH 03862  
paulmcinnis.com  
Phone (603) 964-1301 Fax (603) 964-1302

Email completed form to  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)

**ONLINE BIDDER REGISTRATION FORM • 24PM-11**  
BIDDING STARTS: Monday, May 6<sup>th</sup> at 9:00 a.m.  
BIDDING ENDS: Wednesday, May 8<sup>th</sup> at 1:00 p.m.  
PROPERTY: 211 Scraggy Neck Road, Bourne (Cataumet), MA

<b>FIRST NAME, MIDDLE INITIAL, &amp; LAST NAME</b>
<b>HOME ADDRESS</b>
<b>CITY, STATE, &amp; ZIP CODE</b>
<b>MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)</b>
<b>EMAIL ADDRESS</b>

**Registration:** At the time of registration, you will be required to deliver your refundable bidder deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, May 9<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

**Terms:** A \$10,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, May 9<sup>th</sup> at 1:00 p.m. with the balance due at closing within 30 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Trustee.

*I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.*

**PRINT BUYER'S NAME:**

**SIGNATURE OF BIDDER:**

**DATE:**

24PM-11 Reviewed by:

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