



REAL ESTATE AUCTION

OF THE PROPERTY LOCATED AT

**0 TREMONT STREET, LOTS 6 & 7, TAUNTON, MA
SUBDIVIDED FROM MAP/LOT 51-49-0**

FRIDAY APRIL 5TH @ 11:00 AM

**TWO PARCELS OF LAND AT PUBLIC AUCTION TO BE SOLD.
DESIRABLE LOCATION IN TAUNTON. PERFECT FOR
DEVELOPERS, NEW HOME BUILDERS, ETC.**

OFFERS CAN BE SUBMITTED BEFORE AUCTION DATE

**SPELLMAN AND MALLOCH REAL ESTATE AUCTIONEERS
1892 COUNTY ST. DIGHTON, MA 02715**

Tel: CJ 508-813-6278

Email: cj@spellmanandmalloch.com

**AUCTIONEER: LAWRENCE SPELLMAN LIC NO. AUC #3230
BIDDER PROPERTY INFORMATION PACKET**

Dear Prospective Bidder:

We are happy to provide you with this detailed Bidder's packet for the Real Estate Auction at Tremont Street, Taunton, MA. A portion of **Map/Lot 51-49-0**

This auction will be held on April 5th at 11:00 AM at the property site located at Tremont Street, Taunton MA 02780. Parties interested in bidding may register any time prior to the sale or on the day of the auction starting at 10:00 AM

The required non-refundable deposit money for this auction on the real estate property will be \$25,000 U.S. funds in the form of cash, bank wire (must be received prior to auction) or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers" or to yourself to be endorsed to Spellman and Malloch Real Estate Auctioneers and deposited with the Auctioneer as a qualification to bid. Checks will be returned to unsuccessful bidders. **The deposit of the successful bidder will be accelerated to equal (10%) of the final high bid price within ten (10) business days of the auction**, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers." The successful bidder(s) must sign a purchase and sale contract, calling for a closing within forty-five (45) business days of the public sale, but no later than June 7th, 2024, at which time the balance will be due in U.S. funds. All property will be sold "as-is, where-is", "with all defects" and no warranty or representation. The information we are supplying is for informational purposes only.

Please contact our team with any questions with regard to this property or the auction process. We are here to make the auction process as easy as possible. We look forward to working with you.

For further information please visit www.spellmanandmalloch.com or contact CJ at 508-813-6278.

Sincerely,

Spellman and Malloch Real Estate Auctioneers

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DISCLAIMER:

All material and information contained and provided within this packet is made available for informational purposes only and was derived from sources believed to be reliable and true. Information contained on the website, this information packet, or auction flyers/signage does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein, nor do they have any obligation to update this information. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from.

Any terms relating to the sale are subject to changes prior to, or on the day of the auction. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prior to the auction, prospective bidders should make such investigation as they deem appropriate and shall rely entirely on their own information, judgement and inspection of the property. Prospective bidders are encouraged to evaluate and perform their own due diligence. Potential purchasers are encouraged to seek information from professionals regarding any specific issue or concern.

No representations or warranties of any kind are made with respect to the property to be sold. All property will be sold on an “as-is, where is” and “with all defects.”

The Auctioneer is acting solely as an agent for the seller in marketing and negotiating the sale of the property, and as such has a fiduciary duty to disclose information to the seller, which is material to the sale, which is acquired from the buyer or any other source. The purchaser(s) agrees that the seller and auctioneer have made no warranties of any kind regarding the value, condition, habitability, merchantability or fitness of the property for any purpose.

The Seller and Auctioneer have the right to postpone or cancel in whole or in part, in their sole discretion, and to modify and/or add any terms and conditions of the sale, or announce such modifications or additional terms and conditions either prior to or at the auction. The Seller and the Auctioneer reserve the right to refuse admittance to, or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or for any other reason.

PROPERTY INFORMATION

Description: Two Approved Parcels of land at Public Auction to be sold. Desirable location in Taunton. Perfect for Developers, New Home Builders, etc.

Lot 6 Tremont Street: Formerly part of Assessor's Map 51-49-0 (Taunton, MA) – a 7.081-acre (+/-) lot of land zoned Rural Residential.

Lot 7 Tremont Street: Formerly part of Assessor's Map 51-49-0 (Taunton, MA) – a 7.680-acre (+/-) lot of land zoned Rural Residential.

- Terms -**
- **\$25,000 Deposit by bank check or cash required to bid**
 - **10% Buyer's Premium.**
 - **Escalation Clause to require 10% of Final High Bid**
 - **due 10 business days after sale**
 - **Balance due in 45 business days; other terms announced at auction**
 - **RE taxes prorated to date of closing**

Property Preview: GPS 456 Tremont Street, Taunton. Lots 6 & 7 are at the end of the field to the right of the house.

Buyer's Broker Terms: Up to 1% Buyer's Broker Commission Offered. Mandatory 24-hour broker pre-registration.

TREMONT STREET



*** Electronic Recording ***
Doc# 00004643
Bk: 28755 Pg: 188 Page: 1 of 2
Recorded: 02/22/2024 09:31 AM
ATTEST: Barry J. Amaral, Register
Bristol County North Registry of Deeds

MASSACHUSETTS EXCISE TAX
Bristol County ND ROD 001
Date: 02/22/2024 09:31 AM
Ctrl#
Fee: \$.00 Cons: \$1.00

QUITCLAIM DEED

Malloch Construction Company, Inc., a corporation duly established and existing under the laws of the Commonwealth of Massachusetts, having a business address of 113 PadelFord Street, Berkley, Bristol County, Massachusetts 02779

n consideration of ONE AND 00/100 DOLLAR (\$1.00)

grants to Spellman-Malloch Real Estate Auctions LLC, a Massachusetts limited liability company with a usual place of business at 1892 County Street, Dighton, MA 02715
with quitclaim covenants

Property Location: Tremont Street, Taunton, MA 02780

the land in Taunton, Bristol County, Massachusetts, situated on the Southerly side of Tremont Street, bonded and described as follows:

A certain tract of land on the Southerly side of the aforesaid Tremont Street in Taunton, Bristol County, Massachusetts, more particularly described as **Lot 6** on a plan entitled: "APPROVAL NOT REQUIRED PLAN OF LAND TREMONT STREET TAUNTON, MASSACHUSETTS MALLOCH CONSTRUCTION, INC. 113 PADEL FORD STREET BERKLEY, MA 02779" DATE: 1-9-2024 SCALE 1" 80' Prepared by ZENITH CONSULTING ENGINEERS, LLC 3 MAIN STREET LAKEVILLE, MA 02347, and recorded with the Bristol County Northern District Registry of Deeds in Plan Book 543, Page 71.

Lot 6 contains 308,466 S.F. 7.081 AC. more or less, according to said plan.

Being a portion of the premises conveyed to this grantor by Deed of Robert L. Cooperstein, Personal Representative of the Estate of Joseph Rossi, Jr., dated February 21, 2024, recorded with said Registry of Deeds in Book 28754, Page 138.

This conveyance is done in the ordinary course of business and is not all or substantially all of the assets of the grantor in the Commonwealth of Massachusetts. See Certificate of Vote recorded with said Registry of Deeds in Book 20917, Page 145.

IN WITNESS WHEREOF the said Malloch Construction Company, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Joseph M. Malloch, its Treasurer, hereto duly authorized, this 22nd day of February, in the year two thousand twenty-four.

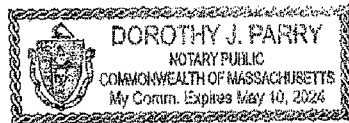
Malloch Construction Company, Inc.,

Joseph M. Malloch
Joseph M. Malloch, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, SS

On this 22nd day of February, 2024, before me the undersigned Notary Public, personally appeared, Joseph M. Malloch, Treasurer of Malloch Construction Company, Inc., proved to me through satisfactory evidence of identification, being a Drivers license or other state or federal government document bearing a photographic image (unless one of the following are checked): () Oath or affirmation of a credible witness known to me who knows the above signatory, or (x) My own personal knowledge of the identity of the signatory, to be the person whose name is signed above, acknowledged the foregoing to be signed voluntarily for its stated purpose, to be his free act and deed and the free act and deed of Malloch Construction Company, Inc.



Dorothy J. Parry
NOTARY PUBLIC Dorothy J. Parry
MY COMMISSION EXPIRES: May 10, 2024.

*** Electronic Recording ***
Doc# 00004644
Bk: 28755 Pg: 190 Page: 1 of 2
Recorded: 02/22/2024 09:31 AM
ATTEST: Barry J. Amaral, Register
Bristol County North Registry of Deeds

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Date: 02/22/2024 09:31 AM
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Fee: \$.00 Cons: \$1.00

QUITCLAIM DEED

Malloch Construction Company, Inc., a corporation duly established and existing under the laws of the Commonwealth of Massachusetts, having a business address of 113 Padelford Street, Berkley, Bristol County, Massachusetts 02779

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the land in Taunton, Bristol County, Massachusetts, situated on the Southerly side of Tremont Street, bonded and described as follows:

A certain tract of land on the Southerly side of the aforesaid Tremont Street in Taunton, Bristol County, Massachusetts, more particularly described as **Lot 7** on a plan entitled: "APPROVAL NOT REQUIRED PLAN OF LAND TREMONT STREET TAUNTON, MASSACHUSETTS MALLOCH CONSTRUCTION, INC. 113 PADELDFORD STREET BERKLEY, MA 02779" DATE: 1-9-2024 SCALE 1" 80' Prepared by ZENITH CONSULTING ENGINEERS, LLC 3 MAIN STREET LAKEVILLE, MA 02347, and recorded with the Bristol County Northern District Registry of Deeds in Plan Book 543, Page 71.

Lot 7 contains 334,553 S.F. 7.680 AC, more or less, according to said plan.

Being a portion of the premises conveyed to this grantor by Deed of Robert L. Cooperstein, Personal Representative of the Estate of Joseph Rossi, Jr., dated February 21, 2024, recorded with said Registry of Deeds in Book 28754, Page 138.

This conveyance is done in the ordinary course of business and is not all or substantially all of the assets of the grantor in the Commonwealth of Massachusetts. See Certificate of Vote recorded with said Registry of Deeds in Book 20917, Page 145.

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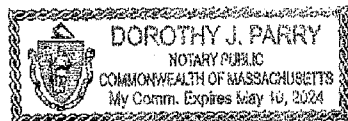
Malloch Construction Company, Inc.,

Joseph M. Malloch Treasurer
Joseph M. Malloch, Treasurer

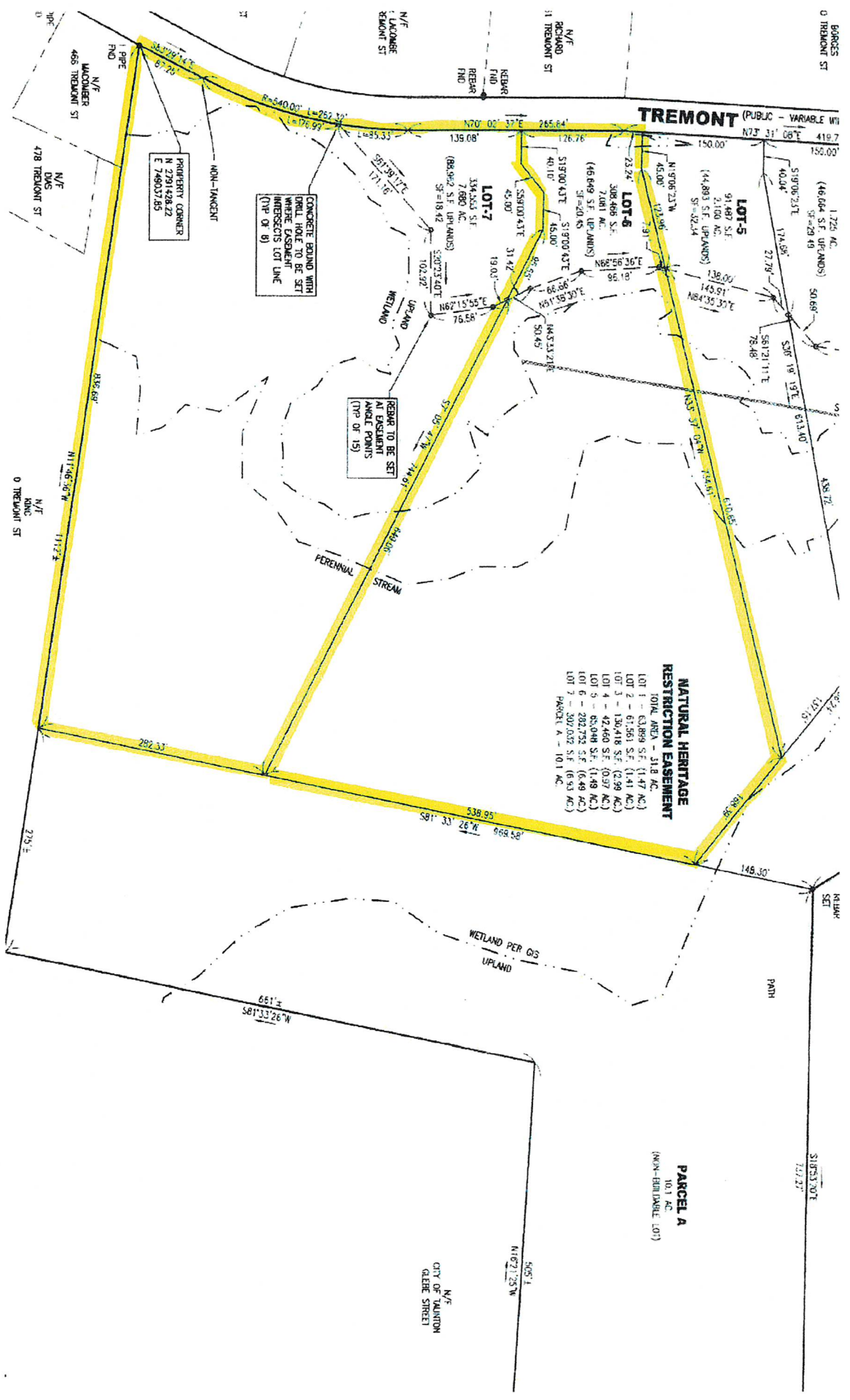
COMMONWEALTH OF MASSACHUSETTS

Bristol, SS

On this 22nd day of February, 2024, before me the undersigned Notary Public, personally appeared, Joseph M. Malloch, Treasurer of Malloch Construction Company, Inc., proved to me through satisfactory evidence of identification, being a Drivers license or other state or federal government document bearing a photographic image (unless one of the following are checked): () Oath or affirmation of a credible witness known to me who knows the above signatory, or (x) My own personal knowledge of the identity of the signatory, to be the person whose name is signed above, acknowledged the foregoing to be signed voluntarily for its stated purpose, to be his free act and deed and the free act and deed of Malloch Construction Company, Inc.



Dorothy J. Parry
NOTARY PUBLIC Dorothy J. Parry
MY COMMISSION EXPIRES: May 10, 2024



BORGES ST
0 TREMONT ST

TREMONT (PUBLIC - VARIABLE W/L)
N73°31'09" 419.7'
150.00'

NATURAL HERITAGE RESTRICTION EASEMENT
TOTAL AREA - 31.8 AC
LOT 1 - 63,899 S.F. (1.47 AC.)
LOT 2 - 61,561 S.F. (1.41 AC.)
LOT 3 - 130,418 S.F. (2.99 AC.)
LOT 4 - 42,460 S.F. (0.97 AC.)
LOT 5 - 85,048 S.F. (1.94 AC.)
LOT 6 - 202,758 S.F. (4.64 AC.)
LOT 7 - 302,032 S.F. (6.93 AC.)
PARCEL A - 10.1 AC.

PARCEL A
10.1 AC
(NON-BUILDABLE LOT)

LOT-5
91,487 S.F.
2,100 AC.
(44,883 S.F. UPLANDS)
S1=32.34
S2=82.34

LOT-6
308,468 S.F.
7,041 AC.
(48,649 S.F. UPLANDS)
S1=42.43
S2=42.43

LOT-7
334,824 S.F.
7,680 AC.
(88,592 S.F. UPLANDS)
S1=18.42
S2=18.42

CONCRETE BOUND WITH
PAVIL HOLE TO BE SET
AT PERMANENT
MEASURED LOT LINE
(TP OR 0)

REBAR TO BE SET
AT PERMANENT
ANGLE POINTS
(TP OR 15)

PROPERTY CORNER
N 27°51'42.8" 22'
E 74°03'7.85"

N/F
CITY OF WAURTON
GLEBE STREET

466 TREMONT ST
N/F
MACOULDER
478 TREMONT ST
N/F
DMS
0 TREMONT ST
N/F
KINC

SURFS 1071
727.27'

5057 E
N102°125'W
1229.1

WETLAND PER GIS
UPLAND

PATH

PERENNIAL
STREAM

WETLAND

NON-TANGENT

**On-Site Review
Form 11 & 12
Taunton, Massachusetts**

Site Address/Parcel ID 456 Tremont Street - Lot 6 Owner Name Malloch Construction

New Construction Upgrade Repair

Soil Survey Available? Yes No Source NRCS Web Soil Survey Soil Map Unit 245B

Soil Name Hinckley loamy sand Parent Material Sandy glaciofluvial deposits Landform Terrace

Land Use Field Slope (%) 3-8 Surface Stones None Vegetation Grass

Current Water Resource Conditions (USGS): Date: 8/30/2023 Range: Normal

Deep Hole Number TP-5-1 Date 8/29/2023 Time 10 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping 58" Depth to Standing 64"

Estimated Depth to High Groundwater Mottles @ 16"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-14	A	Sandy Loam	10YR 3/2	None	
14-96	C	Loamy FS	2.5Y 6/3	@ 16"	Pockets of Medium Sand

Deep Hole Number TP-5-2 Date 8/29/2023 Time 10 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping None Depth to Standing None

Estimated Depth to High Groundwater Mottles @ 26"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-12	A	Sandy Loam	10YR 3/2	None	
12-22	B	Loamy Sand	10YR 5/4	None	
22-92	C	Loamy FS	2.5Y 6/3	@ 26"	Pockets of Medium Sand

PERCOLATION TEST		
Date: 8/29/2023	Time: 10 am	
Deep Hole Number	TP-5-1	
Depth of Perc.	16" - 34"	
Start Pre-Soak	9:38	
End Pre-Soak	9:53	
Time at 12"	9:53	
Time at 9"	10:13	
Time at 6"	10:40	
Time (9"-6")	27 min.	
Rate (Min./Inch)	9 MPI	

Witnessed By: Todd Pilling (Taunton Board of Health)

Performed By: Tom Morris SE13881 Exp. 6/30/2025



3 Main St Lakeville, MA Tel# 508-947-4208

**On-Site Review
Form 11 & 12
Taunton, Massachusetts**

Site Address/Parcel ID 456 Tremont Street - Lot 6 Owner Name Malloch Construction

New Construction Upgrade Repair

Soil Survey Available? Yes No Source NRCS Web Soil Survey Soil Map Unit 245B

Soil Name Hinckley loamy sand Parent Material Sandy glaciofluvial deposits Landform Terrace

Land Use Field Slope (%) 3-8 Surface Stones None Vegetation Grass

Current Water Resource Conditions (USGS): Date: 8/30/2023 Range: Normal

Deep Hole Number TP-5-3 Date 8/29/2023 Time 10 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping None Depth to Standing 50"

Estimated Depth to High Groundwater Mottles @ 24"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-18	A	Sandy Loam	10YR 3/2	None	
18-30	B	Loamy Sand	10YR 5/4	@ 24"	
30-96	C	Loamy FS	2.5Y 6/3		

Deep Hole Number TP-5-4 Date 8/29/2023 Time 12 pm Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping 52" Depth to Standing 58"

Estimated Depth to High Groundwater Mottles @ 20"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-18	A	Sandy Loam	10YR 3/2	None	
18-42	B	Loamy Sand	10YR 5/4	@ 20"	
42-96	C	Loamy FS	2.5Y 6/3		

PERCOLATION TEST		
Date: <u>8/29/2023</u>		Time: <u>10 am</u>
Deep Hole Number	<u>TP-5-3</u>	
Depth of Perc.	<u>28" - 46"</u>	
Start Pre-Soak	<u>9:39</u>	
End Pre-Soak	<u>9:54</u>	
Time at 12"	<u>9:54</u>	
Time at 8.5"	<u>10:54</u>	
Time at 5.5"	<u>12:03</u>	
Time (8.5"-5.5")	<u>69 min.</u>	
Rate (Min./Inch)	<u>23 MPI</u>	

Witnessed By: Todd Pilling (Taunton Board of Health)

Performed By: Tom Morris SE13881 Exp. 6/30/2025



3 Main St Lakeville, MA Tel# 508-947-4208

**On-Site Review
Form 11 & 12
Taunton, Massachusetts**

Site Address/Parcel ID 456 Tremont Street - Lot 6 Owner Name Malloch Construction

New Construction Upgrade Repair

Soil Survey Available? Yes No Source NRCS Web Soil Survey Soil Map Unit 245B

Soil Name Hinckley loamy sand Parent Material Sandy glaciofluvial deposits Landform Terrace

Land Use Field Slope (%) 3-8 Surface Stones None Vegetation Grass

Current Water Resource Conditions (USGS): Date: 8/30/2023 Range: Normal

Deep Hole Number TP-5-5 Date 8/29/2023 Time 11 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping 72" Depth to Standing 88"

Estimated Depth to High Groundwater Mottles @ 24"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-14	A	Sandy Loam	10YR 3/2	None	
14-20	B	Loamy Sand	10YR 5/4	None	
20-96	C	Loamy FS	2.5Y 6/3	@ 24"	Pockets of Medium Sand

Deep Hole Number TP-5-6 Date 8/29/2023 Time 11 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping 76" Depth to Standing None

Estimated Depth to High Groundwater Mottles @ 20"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-18	A	Sandy Loam	10YR 3/2	None	
18-94	C	Loamy FS	2.5Y 6/3	@ 20"	Pockets of Medium Sand

PERCOLATION TEST	
Date: <u>8/29/2023</u>	Time: <u>11 am</u>
Deep Hole Number	<u>TP-5-5</u>
Depth of Perc.	<u>20" - 38"</u>
Start Pre-Soak	<u>10:52</u>
End Pre-Soak	<u>11:07</u>
Time at 12"	<u>11:07</u>
Time at 9"	<u>11:32</u>
Time at 6"	<u>12:57</u>
Time (9"-6")	<u>85 min.</u>
Rate (Min./Inch)	<u>30 MPI</u>

Witnessed By: Todd Pilling (Taunton Board of Health)

Performed By: Tom Morris SE13881 Exp. 6/30/2025

Signature Todd Pilling Date 9-7-23



3 Main St Lakeville, MA Tel# 508-947-4208

**On-Site Review
Form 11 & 12
Taunton, Massachusetts**

Site Address/Parcel ID 456 Tremont Street - Lot 7 Owner Name Malloch Construction

New Construction Upgrade Repair

Soil Survey Available? Yes No Source NRCS Web Soil Survey Soil Map Unit 245B

Soil Name Hinckley loamy sand Parent Material Sandy glaciofluvial deposits Landform Terrace

Land Use Field Slope (%) 3-8 Surface Stones None Vegetation Grass

Current Water Resource Conditions (USGS): Date: 8/30/2023 Range: Normal

Deep Hole Number TP-6-1 Date 8/29/2023 Time 10 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping None Depth to Standing 66"

Estimated Depth to High Groundwater Mottles @ 26"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-16	A	Sandy Loam	10YR 3/2	None	
16-30	B	Loamy Sand	10YR 5/4	@ 26"	
30-80	C	Loamy FS	2.5Y 6/3		Pockets of Medium Sand

Deep Hole Number TP-6-2 Date 8/29/2023 Time 10 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping 62" Depth to Standing 68"

Estimated Depth to High Groundwater Mottles @ 30"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-18	A	Sandy Loam	10YR 3/2	None	
18-32	B	Loamy Sand	10YR 5/4	None	
32-120	C	Loamy FS	2.5Y 6/3	@ 30"	Pockets of Medium Sand

PERCOLATION TEST		
Date:	<u>8/29/2023</u>	Time: <u>10 am</u>
Deep Hole Number	<u>TP-6-1</u>	
Depth of Perc.	<u>38" - 56"</u>	
Start Pre-Soak	<u>9:37</u>	
End Pre-Soak	<u>9:52</u>	
Time at 12"	<u>9:52</u>	
Time at 9"	<u>10:10</u>	
Time at 6"	<u>10:39</u>	
Time (9"-6")	<u>29 min.</u>	
Rate (Min./Inch)	<u>10 MPI</u>	

Witnessed By: Todd Pilling (Taunton Board of Health)

Performed By: Tom Morris SE13881 Exp. 6/30/2025



3 Main St Lakeville, MA Tel# 508-947-4208

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Form 11 & 12
Taunton, Massachusetts**

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Soil Name Hinckley loamy sand Parent Material Sandy glaciofluvial deposits Landform Terrace

Land Use Field Slope (%) 3-8 Surface Stones None Vegetation Grass

Current Water Resource Conditions (USGS): Date: 8/30/2023 Range: Normal

Deep Hole Number TP-6-3 Date 8/29/2023 Time 10 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping 66" Depth to Standing 74"

Estimated Depth to High Groundwater Mottles @ 24"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-16	A	Sandy Loam	10YR 3/2	None	
16-108	C	Loamy FS	2.5Y 6/3	@ 24"	Pockets of Medium Sand

Deep Hole Number TP-6-4 Date 8/29/2023 Time 10 am Weather Cloudy 70°

Distance From: Open Water Body 400'+ Drainage Way 100'+ Wetlands 50'+

Property Line 10'+ Drinking Water Well 100'+ Other None

Unsuitable Material Present? Yes No If Yes: Disturbed Soil Fill Material Bedrock

Groundwater Observed? Yes No If Yes: Depth to Weeping None Depth to Standing None

Estimated Depth to High Groundwater Mottles @ 22"

SOIL LOG					
Depth (in)	Soil Horizon/ Layer	Soil Texture	Soil Color (Munsell)	Mottles	Other (Structure, Stones, Boulders, Consistency, % Gravel)
0-14	A	Sandy Loam	10YR 3/2	None	
14-26	B	Loamy Sand	10YR 5/4	@ 22"	
26-108	C	Loamy FS	2.5Y 6/3		Pockets of Medium Sand

PERCOLATION TEST		
Date: <u>8/29/2023</u>		Time: <u>10 am</u>
Deep Hole Number	<u>TP-6-3</u>	
Depth of Perc.	<u>30" - 48"</u>	
Start Pre-Soak	<u>9:36</u>	
End Pre-Soak	<u>9:51</u>	
Time at 12"	<u>9:51</u>	
Time at 9"	<u>10:06</u>	
Time at 6"	<u>10:32</u>	
Time (9"-6")	<u>26 min.</u>	
Rate (Min./Inch)	<u>9 MPI</u>	

Witnessed By: Todd Pilling (Taunton Board of Health)

Performed By: Tom Morris SE13881 Exp. 6/30/2025

Signature *Tom Morris* Date 9-7-23



3 Main St Lakeville, MA Tel# 508-947-4208

INFORMATION & TERMS OF SALE

PREVIEW DATE: Drive by the property anytime

AUCTION DATE: Friday – April 5th, 2024 at 11:00 AM

AUCTION LOCATION: On-site –Tremont Street, Taunton, MA 02780 (GPS 456 Tremont Street)

TYPE OF SALE: Public Real Estate Auction

SELLER: Spellman and Malloch Real Estate Auctioneers

FINAL BID CONFIRMATION: Seller reserves the right to accept or reject any and all bids. Bidding increments shall be at discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Final bid is subject to confirmation by the seller.

DEPOSIT: In order to qualify as a bidder and bid at the auction one must register on-site the day of the auction or before the auction. Bidder must be present on auction day with a \$25,000 deposit. The deposit must be in the form of cash, bank wire (received before the auction) or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers” or buyer and then endorse to “Spellman and Malloch Real Estate Auctioneers”. **NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED.** The deposit must be accelerated to equal ten percent (10%) of the Final High Bid Price within ten (10) days of auction in the form of cash, bank wire, or certified bank check made payable to Spellman and Malloch Real Estate Auctioneers.

REGISTERING TO BID:

Registration will take place any time prior to sale or on the day of the sale starting at 10:00 AM on Friday, April 5th, 2024. In order to register to bid at the auction, bidders must have positive identification and the required deposit amount indicated in the advertised Terms of the Sale. **NO PERSONAL OR BUSINESS CHECKS WILL BE EXCEPTED.** Once registered you will have your bidder card to raise when you would like to make a bid.

WINNING BIDDER:

The winning bidder will be required to sign in duplicate a Purchase & Sale Agreement at the auction. According to the Purchase & Sale Agreement, winning bidders will be required to close on the subject property within 45 business days, but no later than June 7th, 2024. Property will be sold "as-is." We make no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection and investigation of the premises. Other terms to be announced at the sale.

AUCTIONEER'S NOTE:

Announcements made on the auction block will take precedence over any previously written or published content. Auctioneer reserves the right to accept or reject any and all bids. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Announcements made on the auction block take precedence over any previously printed or any oral statements made.

BUYER'S PREMIUM:

There will be a Buyer's Premium (BP) of 10% added to the winning high bid. The high bid amount plus the Buyer's Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

PROCESSING AND RECORDING FEES:

At closing, buyer and seller will be responsible for their legal processing fees to be determined. The Balance Due from the buyer is the Total Amount of Sale less the deposit paid at the auction (including the accelerated deposit). The Balance Due must be paid within 45 business days of the auction, but no later than June 7th, 2024. Time is of the essence.

PURCHASE & SALE AGREEMENT:

A copy of the Purchase and Sale Agreement is available for your review prior to the auction. At the auction, the final copy will be provided to all the qualified bidders. This will be signed by the successful high bidder upon confirmation of sale.

AUCTION TERMS AND CONDITION:

1. Any person or entity intending to bid on the subject premises, must deposit prior to sale, \$25,000 U.S. funds in the form of cash, bank wire (received prior to the auction) or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers” or to bidder to be endorsed to “Spellman and Malloch Real Estate Auctioneers” and deposited with the Auctioneer as a qualification to bid. The deposit must be accelerated to equal ten percent (10%) of the Final High Bid price within ten (10) days of auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers.” Deposits of unsuccessful bidders will be returned upon conclusion of the sale. Deposits tendered by successful bidders shall be non-refundable and shall become the property of the Seller upon the Seller’s acceptance of the successful bidder’s highest bid.
2. The successful bidder(s) must sign a Purchase & Sale Agreement, calling for a closing within forty-five (45) business days of public sale but no later than June 7th, 2024, at which time the balance will be due in certified U.S. funds. Failure to pay remainder of the purchase price will result in the forfeiture of the deposit and the sale may be made to the second highest bidder. All buyers(s) will be required to pay a buyer’s premium of ten percent (10%)
3. The sale will be on an “As-is, Where-is” basis without any warranty whatsoever as to the condition of the premises or fitness for a particular purpose and will be made subject to any conditions a title search would reveal (including recorded leases), any unpaid real estate taxes or sewer assessments, and any facts which an inspection or survey of the premises might show.
4. The above terms are subject to change. Final additional terms will be announced at the sale.

Bidders Name: _____

Bidders Phone Number: _____

Realtors Name: _____

Sign & Date: _____

PURCHASE & SALE AGREEMENT

This Purchase and Sale is made this 5th day of April, 2024, by and between Spellman & Malloch Real Estate Auctioneers, (the "Seller") Spellman and Malloch Real Estate Auctioneers (the "Auctioneer") and _____, the high bidder (the "Buyer") at the public auction described below.

1. SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted April 5th, 2024, by the Auctioneer, the Buyer, as the highest bidder, agrees to purchase the property described below (the "Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The "Property of land" at Lot 6 & Lot 7 Tremont Street in Taunton, Ma. also known and which can be identified with Plan recorded at the Taunton Registry of Deeds Book 00543 Page 71 on 2/15/2024.

Property Address: 0 Tremont Street, Lot 6 & 7 Taunton MA. Formerly Assessor's ID 51-49-0

3. TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual State of Massachusetts Quitclaim Deed. The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes and zoning ordinances.

The total bid price will be set forth as the consideration in the deed to the property.

PRICE AND DEPOSIT

The agreed purchase price for said premises is _____ and NO/100 (\$_____.00) dollars (highest bid plus applicable 10% buyer's premium), of which

\$25,000.00 has been paid as a non-refundable deposit this day and \$ _____ accelerated deposit will be paid within 10 business days of this day (10% of the Final High Bid Price) in the form of cash, bank wire, or certified bank check \$ _____ are to be paid at the time of delivery of the Deed in cash, or by certified cashier's, treasurers, or bank check(s)
\$ _____ **TOTAL**

4. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of _____, on or before eleven o'clock (11:00AM) on the forty-fifth business day (June 7th, 2024) following the date hereof, or such other time and place as may be mutually agreed upon by the seller and the buyer (the "Closing) and such papers shall be held in escrow by Spellman and Malloch Real Estate Auctioneers, until the Closing contemplated by this Agreement.

5. TITLE

In the event the Seller cannot convey title to the property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

6. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by the fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying there for the full balance of the bid price.

7. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's 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 or arising out of said public auction on the part of the Seller to be performed or observed.

8. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present matter of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller, its agents, employees or representatives nor the Auctioneer not set forth or incorporated in this Purchase and Sale.

9. BUYERS 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 and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including costs and expenses of subsequent sales of the Property or any portion thereof and the attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

10. DEED STAMPS AND RECORDING FEES

The Buyer and Seller shall pay their own recording fees in connection with the transfer of the property.

11. ADJUSTMENTS

Water, gas, oil and real estate taxes for the then current fiscal year, shall be apportioned and 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 Buyers at the time of delivery of the deed.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be constructed as a Massachusetts Contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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 Purchase and Sale or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Purchase of Sale Agreement as a sealed instrument as of the date first written above.

BUYER
by: _____

SELLER
by: _____
Spellman & Malloch

BUYER
by: _____

AUCTIONEERS
by: _____
Spellman and Malloch Real
Estate Auctioneers