


# Design & Brand Guidelines

J PEPPER FRAZIER COMPANY

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## CLEARSPACE



## DEFINITION

Whenever you use the logo, it should be surrounded with clear space to ensure its visibility and impact. No graphic elements of any kind should invade this zone.

## COMPUTATION

To work out the clearspace take the height of the logo and divide it in half.  
(Clearspace = Height / 2).

## VERTICAL ALIGNMENT



## LOGO ICON



## GRAYSCALE LOGO





COLOR CODES

CMYK : C009 M066 Y040 K000  
Pantone : 2340C  
RGB : R207 G111 B119  
Web : #CF6F77

PRIMARY COLOR



Use this as the dominant color for all internal and external visual presentations of the company.



COMPLIMENTARY



Metalic Nantucket Red



COLOR CODES

CMYK : C067 M060 Y059 K043  
RGB : R069 G069 B069  
Web : #444444

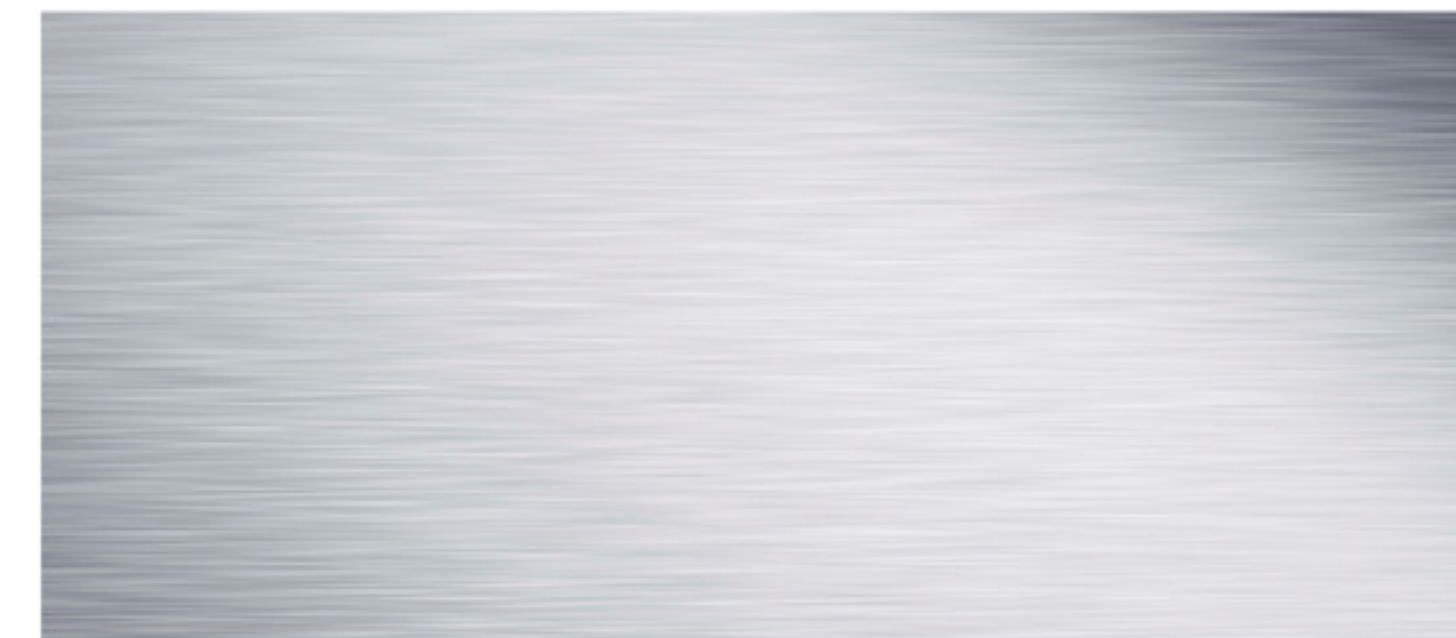
COLOR CODES

CMYK : C053 M044 Y045 K009  
RGB : R124 G124 B124  
Web : #7C7D7C

SECONDARY COLORS



Use this as the secondary color for all internal and external visual presentations of the company.



ACCENT PATTERN



Stainless Steel



NANTUCKET RED



NECTAR



OCEAN BLUE



PURPLE HAZE



SEAFOAM GREEN



CAMO PRINT



PRIMARY FONT

# Decalotype

Decalotype is a multi-purpose, narrow and sturdy sans serif.

14 STYLES: 7 WEIGHTS, 7 ROMAN & 7 ITALICS

1. Decalotype Light + *Italic*
2. Decalotype Regular + *Italic*
3. Decalotype Medium + *Italic*
4. Decalotype SemiBold + *Italic*
5. Decalotype Bold + *Italic*
6. Decalotype ExtraBold + *Italic*
7. Decalotype Black + *Italic*

TAGLINE FONT

*Creating the Life*

Stephanie Marie JF Regular

# J Pepper Frazier Company

A LOCAL FAMILY REAL ESTATE COMPANY SINCE 1969

Nantucket Island is one of the premier vacation destinations in the world. With that reputation comes a sophisticated real estate market. As a firm, we collectively have over 100 years of experience brokering deals for the residential and the commercial markets. We provide professional, prompt, and attentive service. We work as a coordinated team focused on your goals, needs, and timetable.

The "Rock" is our home. This is where we work, play, rest and live because we love it. We are active locals in the community. We know the ins-and-outs of the island from the ideal time to shop for groceries, to where to fish, and where to eat.

J Pepper Frazier Company has been serving the Island of Nantucket since 1979. We have knowledgeable team of professionals who can provide analysis and advice. We have weekly meeting to discuss the market and to share as much information as possible about local opportunities and specific needs.

If you are listing, buying or renting real estate on Nantucket we can guide you through the process with market knowledge and expertise. Contact one of our Nantucket real estate professionals now to get started.

[WWW.JPFCO.COM](http://WWW.JPFCO.COM)



March 4, 2013

Richard Lucy  
200 East 33rd Street  
Apt. # 28E  
New York NY 10016

Dear Richard,

Enclosed please find a check in the amount of \$1,050.00,  
Pepper Frazier Company's commission of \$450.00. This check is  
at 157 Surfside Rd from 3:00 p.m., July 6, 2013 through 9:00 p.m.

Please call with any questions. Thank you for working with J P

Sincerely,

Ashelee Keating  
Office Manager  
office@jpfca.com

Enc.





19 Centre Street, Nantucket, MA • 508.228.3202 • [www.jpfc.com](http://www.jpfc.com)

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# 79 Squam Road

Squam – \$9,400,000



**Chris Kling**  
508.445.0444  
kling@jpfco.com

 **Pepper Frazier**  
REAL ESTATE

# 10 Monomoy Creek Road

Monomoy - \$5,995,000



**Courtney Cotter**  
617.784.0505  
courtney@jpfco.com

 **Pepper Frazier**  
REAL ESTATE





**TOWN**  
5 Beaver Street \$4,995,000



**MONOMOY**  
65 Monomoy Road \$4,595,000



**TOM NEVERS**  
94 Tom Nevers Road \$4,295,000



**BRANT POINT**  
36 Walsh Street \$2,685,000



**MID ISLAND**  
17 Old South Road \$2,550,000



**BRANT POINT**  
1 Sylvia Lane \$2,525,000



**CLIFF**  
1 Maxey Pond Road \$4,295,000



**TOWN**  
9 Liberty Street \$4,095,000



**DIONIS**  
14 Bishops Rise \$3,995,000



**SCONSET**  
12 Codfish Park Road \$2,495,000



**CLIFF**  
34 Cliff Road \$2,395,000



**TOWN**  
33.5 Pleasant Street \$2,295,000



**TOWN**  
2 Old Mill Court \$3,395,000



**SURFSIDE**  
34 Western Avenue \$3,150,000



**SURFSIDE**  
36 Western Avenue \$2,995,000



**TOWN**  
9 West Chester Street \$2,295,000



**MIDDLE MOORS**  
7 Upper Tawpawshaw \$2,295,000



**MADAKET**  
3 Rhode Island Avenue \$2,150,000

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**Dalton T. Frazier**  
*broker/principal*

(m) 508.360.6517    (o) 508.228.3202  
dalton@jpfco.com    JPFCO.com

 **Pepper Frazier**  
REAL ESTATE





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Nantucket, MA 02554

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REAL ESTATE





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Action Link

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JPFCCO sales during prior quarter

<p>8 Cliff Road # B - Cliff</p> <p>Sold Jun 20, 2017 ask \$960,000 ask \$1,050,000</p>	<p>53 Meadow View Drive ...</p> <p>Sold May 26, 2017 ask \$940,000 ask \$960,000</p>	<p>73,71.69 Sparks Avenue...</p> <p>Sold May 12, 2017 ask \$1,490,000 ask \$2,300,000</p>
<p>79 Squam Road - Squam</p> <p>Sold Apr 3, 2017 ask \$1,400,000 ask \$1,750,000</p>	<p>10 Muckian Lane - Mid...</p> <p>Sold Mar 31, 2017 ask \$890,000 ask \$950,000</p>	<p>13 West Dover Street ...</p> <p>Sold Mar 28, 2017 ask \$890,702 ask \$975,000</p>
<p>14 Still Dock # 1 - Town</p> <p>Sold Mar 16, 2017 ask \$1,800,000 ask \$2,050,000</p>	<p>6 Flintlock Road - Tom...</p> <p>Sold Mar 14, 2017 ask \$1,285,000 ask \$1,750,000</p>	<p>33 Hummock Pond Road ...</p> <p>Sold Mar 13, 2017 ask \$1,000,000 ask \$2,099,000</p>
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View All 40 Listings

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Nantucket sales during prior quarter

Address	Date	Asking price(s)	Status	DOM
1 CAMBRIDGE STREET # 2 - TOWN	01/07/2020	\$2,495,000	Purchase & Sale	70
7 PILGRIM ROAD - CLIFF	01/07/2020	\$2,775,000	Purchase & Sale	174
1 BAYBERRY LANE - MID ISLAND	01/07/2020	\$1,649,000	Purchase & Sale	187
1 CAMBRIDGE STREET # 2 - TOWN	01/07/2020	\$2,495,000	Purchase & Sale	81
22 FLINTLOCK ROAD - TOM NEVERS	01/06/2020	\$995,000	Offer to Purchase	17
8 BAYBERRY LANE - MID ISLAND	01/06/2020	\$1,995,000	Purchase & Sale	52
71 BAXTER ROAD - SCONESET	01/05/2020	\$1,875,000	Offer to Purchase	506
18 PARK CIRCLE # 18 - MID ISLAND	01/03/2020	\$750,000	Offer to Purchase	239
17 BAILEY ROAD - MID ISLAND	01/03/2020	\$800,000	Purchase & Sale	0
2 THE GROVE - FISHERS LANDING	01/03/2020	\$1,525,000	Purchase & Sale	53
178 OLD SOUTH ROAD # 2 - MID ISLAND	01/02/2020	\$549,000	Purchase & Sale	247
91 B PLEASANT STREET - TOWN	01/02/2020	\$995,000	Offer to Purchase	577
8 SHEEP COMMONS LANE - MIDDLE MOORS	01/01/2020	\$1,549,000	Purchase & Sale	98
28 ARKANSAS AVENUE - MADAGASCAR	12/23/2019	\$535,000	Purchase & Sale	33
73 BAXTER ROAD - SCONESET	12/23/2019	\$1,995,000	Offer to Purchase	206
103 PLEASANT STREET - MID ISLAND	12/23/2019	\$995,000	Offer to Purchase	277
1 ELBOW LANE & 9 GULLY ROAD - SCONESET	12/21/2019	\$2,450,000	Purchase & Sale	492
16 SHIPPO POND ROAD - SHIPPO	12/19/2019	\$4,895,000	Purchase & Sale	149
64 POOCHICK AVENUE - SURFSIDE	12/19/2019	\$2,495,000	Purchase & Sale	181
7 SOUTH VALLEY ROAD - SHIPPO	12/19/2019	\$5,395,000	Purchase & Sale	509
16 EAST FREE SPRING ROAD - QUENET	12/18/2019	\$1,750,000	Purchase & Sale	407
21 MACYS LANE - MID ISLAND	12/07/2019	\$1,295,000	Offer to Purchase	299
21 MACYS LANE # B - MID ISLAND	12/07/2019	\$775,000	Offer to Purchase	0
21 MACYS LANE # A - MID ISLAND	12/07/2019	\$775,000	Offer to Purchase	0
3 COTTAGE COURT - TOWN	12/04/2019	\$1,495,000	Purchase & Sale	82
91 B PLEASANT STREET - TOWN	01/02/2020	\$995,000	Purchase & Sale	577
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Action Link

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19 Centre Street, Nantucket, MA  
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**12 Monomoy Creek Road, Monomoy**

**\$15,995,000**



**Property Summary:**

<b>Type:</b>	Single Family	<b>Water View:</b>	Harbor	<b>Furnished:</b>	Un-Furnished	<b>Lot Size(A):</b>	2.2702
<b>Rooms:</b>	17	<b>Other View:</b>	Pastoral	<b>2nd Dwelling:</b>	Existing	<b>Plan:</b>	N/A
<b>Beds/Baths:</b>	6/6	<b>Year Built:</b>	2017	<b>Zoning:</b>	LUG1	<b>Water:</b>	Well
<b>Wtr Frontage:</b>	Harborfront	<b>Remodeled:</b>	N/A	<b>Lot Size(SF):</b>	98891.00	<b>Sewer:</b>	Town

Incredible opportunity to own your very own Monomoy Dream home. House is brilliantly sited on a natural peninsula to take advantage of views of both the Nantucket harbor, town and Monomoy creeks, stunning Brant Point sunsets, and easy direct beach access. Brand new construction with sophisticated and classic architecture lines, perfect execution of all custom details. This home boasts a spacious and deluxe chef's kitchen, flowing floor plan, media room, central elevator, 6 bedrooms all en suite, and picture perfect balconies for sailboat viewing. Exterior features include wrap around porches, a lovely pool with integrated hot tub and automatic cover, stone gas fire pit, large blue stone patios, and have we mentioned the water views?

**First Floor:** Enter into a generous foyer, opening up to a large living room with serious harbor views. Living room features a gas fireplace, custom bookcases, large TV with custom art covering photo by Mike Guillard of Monomoy creeks. Past the living room is a dining room that views the Harbor.

**Second Floor:** Master bedroom with large windows and balcony to take in elevated and incredible views of the harbor and creeks, his and hers closets and bathrooms each with custom tile, built in cabinets, private laundry and more views! Wake up and watch Nantucket come to life from your private suite.

**Basement:** Full finished basement, deluxe built in media room with 70 inch TV, Sonos, 2 ensuite bedrooms each with custom tiled baths. Large gym with TV, mirrored wall and special flooring to suit equipment. Large storage area with ample room for bikes, and beach toys.

**Appliances and Other Amenities**

- First Floor Bedrooms: 1
- Heating: GasFHA
- Fireplaces: 1
- Floors: 3
- Yard: Yes Large
- Parking: 2 Car Garage and Driveway
- Foundation: Poured Concrete
- Lead Paint: No
- Recreation and Outdoor Spaces: Deck, Garden, Patio, Porch, Private Pool, Hot Tub, Gym
- Amenities: Alarm, Central A/C, Disposal, Insulation, Irrigation, Outdoor Shower

**Taxes and Fees**

- Assessment Year: 2011
- Building Assessment: 4,104,900
- Land Assessment: 4,993,200
- Total Assessment: 9,098,100

Listed by: J Pepper Frazier Co.  
\*The information contained herein is believed to be reliable but is not guaranteed.

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Nantucket, MA 02554  
508.228.3202  
office@jpfco.com



19 Centre Street Nantucket, MA 02554  
Phone: 508.228.3202 www.jpfco.com

**27 Pilgrim Road :: Cliff**

Gorgeous house and cottage with high-end construction and central A/C with Wi-fi and swimming pool and fabulous yard with gas grill and stunning landscaping. Close distance to Hinckley Lane Beach, Steps Beach, Town, the Westmoor Club, and the Cliff Road bike path. Beautiful art work and furnishings. 20 additional photos can be e-mailed to potential tenants upon request.

**First Floor:** Great room with kitchen, living room with flat screen TV and Wi-fi throughout, dining area seating 8. Powder room. Office with sleep sofa and full bathroom, which can be used as a guest bedroom. Wonderful covered porch overlooking a gorgeous yard and pool. Two outdoor dining areas, and outdoor fireplace with comfortable outdoors couches and plenty of seating.

**Second Floor:** Three bedrooms all with their own ensuite bathrooms, two of the bedrooms have a Queen bed, and the third has 2 sets of Bunk Beds- a perfect children's room. Cottage: First Floor: Kitchen and living room, powder room. Second Floor: Two bedrooms with a shared full hall bathroom with tub/shower, one bedroom with a set of Twins, and one with a Queen bed.

General Informations:	Type of Bed	Floor
<b>Prop. Code</b> 2142	Queen	COT
<b>Area</b> Cliff	Twins	COT
<b>Bedrooms</b> 8	Twins	0
<b>Capacity</b> 20	Queen	0
<b>Baths</b> 5.5	Queen	2
<b>Pets</b> N	Queen	2
<b>Pool</b> Y	Sleep Sofa	1
	2 Bunks	2

**Amenities:**

Washer: Y	Color TV: Y
Fans: Y	Stereo: Y
Dryer: Y	Jaccuzi: Y
Air Conditioning: Y	Heat: Y
Dish Washer: Y	Porch: Y
Sofabed: Y	Deck: Y
Microwave: Y	Yard: Y
Cable TV: Y	Patio: Y
Toaster: Y	Usable FPs: Y
CableTV: Y	Pool: Y
Coffee Maker: Y	Outdoor Shower: 1
Lobster Pot: Y	Bicycles: Y
CDPlayer: Y	BeachTowels: 15
Mixer: Y	BeachChairs: 8
Radio: Y	Cooler: Y
Food Processor: Y	Iron: Y
Blender: Y	IroningBoard: Y
BBQ: G	
Additional: pool/ping Pong, fire pit, umbrella	

**Rates:**

June 2020	Rate	July 2020	Rate	August 2020	Rate	September 2020	Rate

The information contained herein is believed to be reliable but is not guaranteed.





19 CENTRE STREET 508.228.3202 (p) www.JPFCO.com  
 NANTUCKET, MA 02554 508.228.8756 (f) office@jpfc.com

This Indenture, made on 06/29/2020

Witnesseth that:  
 34 Walsh St, LLC  
 PO Box 850  
 Scituate MA 02066  
 (hereinafter named LANDLORD)  
 Hereby leases to:  
 Michael Stanton  
 4668 N. Dittmar Road  
 Arlington VA 22207  
 (hereinafter named TENANT)



In accordance with this payment schedule:		
	Amount	Due on
First Payment (Fees Added)	\$16,550	07/01/2020
Security Deposit	\$2,000	07/01/2020
MA Short Term Rental Tax (5.7%)	\$943	07/01/2020
Local Option Room Excise Tax (6%)	\$993	07/01/2020
Arrival: 07/04/2020 3:00 PM	Rental Amount:	\$16,500
Departure: 07/11/2020 9:00 AM	Security Amount:	\$2,000
	Service Fee:	\$50
	MA Short Term Rental Tax (5.7%)*:	\$943
	Local Option Room Excise Tax (6%)*:	\$993
	Total amount due:	\$20,486

LANDLORD leases the premises to TENANT, and TENANT accepts such tenancy, for the lease term set forth above. The premises located at: 34 Walsh Street Nantucket, MA. The parties agree to the following:

- That the LANDLORD shall prepare the premises for occupancy, and that the TENANT shall maintain same in good order for the full term of this lease, and vacate the premises peaceably and quietly, leaving it in like condition in which occupancy was taken. All laundry to be started and house to be left tidied upon departure. TENANT is further responsible for all damages or breakage and/or loss to the premises except normal wear and tear. If TENANT is not satisfied with the cleanliness of the premises upon arrival TENANT will so notify J Pepper Frazier Company within 24 hours. There shall be no more than 12 people occupying the premises at any given time. The house is being rented in "as is condition." TENANT understands that there will be no smoking, 8 hours of cleaning are included and that **NO pets, are allowed.** All service animals must be disclosed prior to lease signing, subject to reasonable wear and tear.
- That the TENANT agrees to allow the LANDLORD or his agent to enter and view the premises; to show the premises with 24 hour notice to TENANT, should the property be listed for sale; to inspect the premises; to make repairs and improvements to the premises, and to protect the premises if it appears that said premises have been abandoned by the TENANT. That the TENANT shall not sublet the leased premises, nor any part thereof.
- That all personal property of the TENANT brought onto the leased premises shall be at the sole risk of the TENANT. LANDLORD will not be responsible for any damages to any personal property on the premises. Should a substantial portion of the premises be damaged by fire or other unavoidable casualty, LANDLORD may elect to terminate this lease. When such fire, casualty or other taking renders the premises or any part thereof unfit for use and occupancy, a just and proportionate abatement of rent shall be made.
- That the LANDLORD agrees to pay a NONREFUNDABLE commission fee of \$2,475 to be paid to J Pepper Frazier Company (Agent: ChrisK) upon receipt from the TENANT of the first rental payment for this lease. That in the event of a subsequent sale of the premises to the TENANT by the LANDLORD within two years of tenancy, a BROKER'S fee of 6% of the purchase price shall be paid by the LANDLORD to J Pepper Frazier Company. That TENANT cancellations must be made by notifying J Pepper Frazier Company via certified mail. If it is necessary for TENANT to cancel a lease and the period can be re-rented at the same rate, TENANT will receive a refund from the LANDLORD, less a cancellation fee of 15% of the gross rental. (J Pepper Frazier Company retain commission/LANDLORD the balance). If the cancellation period cannot be re-rented, the TENANT is responsible for and required to pay the entire amount. In the event of a cancellation of this lease, Landlord shall make reasonable efforts to re-rent the property. If the premises are re-rented at a rate less than that provided for herein, Tenant shall be liable for the difference, together with any additional brokerage or rental costs incurred by Landlord, and the balance of Tenant's prepayment shall be refunded to him. In the event of a subsequent rental of said property by same TENANT within 2 years of this lease, 15% of gross rent NONREFUNDABLE commission is due to J Pepper Frazier Company for this rental.
- If applicable at this rental home. The TENANT understand that the use of the swimming pool, roof walk, fire pit, or loft at the rental house can be dangerous, and that personal injury and death can occur. The TENANT agree to assume the full responsibility to warn family members and guests about these dangers and to take all necessary preventive measures to avoid personal injury. The TENANT agree to use the pool, roof walk, fire pit or loft at their own risk, and further agree to hold the LANDLORD harmless from any accidents or personal injuries to their family members or guests, and further agree to indemnify the LANDLORD for any claims from their family members or guests that result in any and all loss, COSTS (including attorneys' fees), damages, or expenses. The TENANT hereby waive any right to bring suit against the LANDLORD for any personal injuries or any other losses.
- The TENANT agrees to pay \$2,000 as a security/utility deposit to be held by J Pepper Frazier Real Estate, the agent for this lease. This deposit is not to be considered prepaid rent, nor shall damages or claims (if any) be limited to the amount of this deposit. This deposit may also be used to pay for long distance telephone calls and cleaning in excess of 8 hours. The deposit will be returned with an itemized list of repairs or other lawful deductions within 60 days of vacancy to TENANT. LANDLORD must submit written and itemized copies of all bills, damage claims, etc. to J Pepper Frazier Real Estate within 30 days of TENANT'S vacancy in order to process and return TENANT'S deposit within 60 days of vacancy. If LANDLORD shall fail to comply with these terms, the security deposit will be returned to the TENANT on the 60th day and the LANDLORD will be deemed to have waived their rights relative to reimbursement of any and all bills and expenses resulting from tenancy. The LANDLORD will then become fully responsible for the collection of bills, and J Pepper Frazier Real Estate and its affiliates are indemnified, defended and held harmless for any and all monies owed on said bills.
- The LANDLORD acknowledges that under Massachusetts Law, the described property may be deemed to contain lead paint, if constructed before 1978. The LANDLORD acknowledges that wherever a child or children under 6 years of age resides in any residential premises in which any paint, plaster or other accessible materials contain dangerous levels of lead as defined pursuant to M.G.L. Ch111 § 189A-199B the LANDLORD shall remove or cover said paint, plaster or other materials so as to make it inaccessible to other children. The agent named herein does not know whether the lead paint is present in said property. The LANDLORD agrees to indemnify and hold harmless, (the broker) from any action taken by the TENANT pursuant to an alleged violation of these regulations. TENANT and LANDLORD agree that J Pepper Frazier Co., Inc. or his agents will not be a party to any dispute or law suit arising from this occupancy.
- J Pepper Frazier Co., Inc. and its agents are in no way responsible for neighborhood construction, home w/f speed, or accountable for any results or actions that are caused, either directly or indirectly, by the foreclosure or foreclosure proceedings on or against the above leased property. J Pepper Frazier Co., Inc. and its agents will not be a party to any legal actions that arise either from neighborhood construction complications, foreclosure on said property or any foreclosure proceedings on said property. Both LANDLORD and TENANT agree to indemnify and hold harmless J Pepper Frazier Co., Inc. and its agents from any actions, forfeitures, inconveniences, financial losses, judgments, and any and all results from foreclosure and/or foreclosure proceedings. In the event of a government federal, state and/or local sanctioned travel ban to Nantucket, that impacts a rental period that is currently booked, and the TENANT cannot come to Nantucket during the contracted lease term due to the ban, then the LANDLORD will offer a refund of the rent less any cancellation fees as provided for in the lease contract OR a mutually agreed upon resolution. Additional Contingencies: none.
- All parties acknowledge that the Commonwealth of Massachusetts and Nantucket Island have initiated short term rental tax laws that impact this lease. There may be additional taxes that become law and may affect this lease prior to tenancy, TENANT and LANDLORD agree to abide by the provisions of such laws.

IN WITNESS WHEREOF, the parties have hereunto interchangeably set their hands and seals on the day and year first above written. \*Please make all checks payable to J Pepper Frazier Company.

*Henry Askew*  
 LANDLORD Signature  
*Michael J. Stanton*  
 TENANT Signature

Date June 29, 2020  
 Date June 29, 2020

#64927

OFFER TO PURCHASE REAL ESTATE

"THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE"

From the office of J Pepper Frazier Co.

Date: 06/29/2020

TO: Nantucket Westmoor Farms LLC, Owner of Record

I hereby offer to buy the property herein referred to and identified as follows:

6 Old Westmoor Farm Road, Nantucket, MA, Map

I hereby offer to buy said property under the following terms and conditions:

- I will pay therefore: \$4,500,000
  - \$25,000 is paid herewith as a deposit to bind this offer.
  - \$175,000 is to be paid in addition immediately upon execution of a P&S agreement as provided for below.
  - \$4,050,000 is to be paid in cash, certified check or bank draft at the time of the delivery of the deed.
  - \$4,500,000 is the total purchase price.
- This offer is good until, 07/01/2020 02:00 pm EST at which time a copy hereof shall be signed by you, the seller(s) signifying acceptance of this offer, and returned to me forthwith; otherwise this offer shall be considered as rejected and any money deposited herewith shall be returned to me forthwith.
- The parties hereto shall, on or before 07/15/2020 execute a mutually satisfactory purchase and sale agreement which when executed, shall be the agreement of the parties hereto.
- A good and sufficient deed, conveying a good, clear and marketable title of record shall be delivered on 09/15/2020 at the Nantucket County Registry of Deeds, unless some other time and place are mutually agreed upon.
- (a) If you (seller) do not fulfill your (Seller's) obligations under this agreement, said agreement shall be enforceable both at law and equity, (inclusive of specific performance). (b) If I (buyer) do not fulfill my obligations under this offer, the deposit (1) (a) mentioned above shall become your (seller's) property as liquidated damages without recourse to either party.
- Time is of the essence hereof.
- A fee of 2.5% will be paid to J Pepper Frazier Company by the Seller upon passing of title.
- Contingencies: 1) Inspections satisfactory to Buyer at Buyer's sole discretion within 7 days of accepted offer.  
 2) 6 Old Westmoor Farm Road sold fully furnished. Mutually agreed upon lot lines by Purchase and Sale Agreement.  
 3) Property to include the Green Barn.  
 4) 65% financing at market rates by 8/1/2020.
- Buyer(s) agrees to pay the two percent (2%) Land Bank Fee.
- The Deposit made here under shall be held in escrow by Escrow Agent, subject to the terms of this Agreement, and shall be duly accounted for at the Closing. The Deposit shall be deposited into an account that does earn interest for Buyer or Seller. In the event of any disagreement between the parties, the Escrow Agent shall either retain the Deposit made under this Agreement pending instructions mutually given by Seller and Buyer, or file an inter pleader action and request the Court hold the Deposit and permit Escrow Agent to resign as Escrow Agent here under after first deducting the costs of the inter pleader action from the Deposit, in which event the Escrow Agent shall be relieved of its responsibilities here under. Escrow Agent shall have no liability here under except for its gross negligence or willful misconduct, and Buyer and Seller shall, jointly and severally, exonerate, indemnify, defend and hold Escrow Agent harmless for any and all loss, cost, damage, and expense, including attorneys' fees, incurred by Escrow Agent in connection with the foregoing escrow arrangements; provided, however, as between Buyer and Seller, such costs shall be paid by the party determined by settlement or court order to have been at fault.

Buyer \_\_\_\_\_  
 Henry Askew and/or assigns  
 Seller \_\_\_\_\_  
 Nantucket Westmoor Farms LLC, Owner of Record  
 Broker \_\_\_\_\_

