PURCHASE AND SALE AGREEMENT REAL ESTATE AND PERSONAL PROPERTY

As of this day of May, 2022,

1. PARTIES AND MAILING ADDRESSES

(fill in)

Little Harbor Country Club, Inc., a Massachusetts business corporation with a usual place of business at 1 Little Harbor Road, Wareham, Massachusetts 02571,

hereinafter called the SELLER, agrees to SELL and

The Town of Wareham, a Massachusetts municipal corporation with a usual place of business at 54 Marion Road, Wareham, Massachusetts 02571

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION (fill in and include title reference)

Those parcels of land situated on Fairway Lane, Great Neck Road, Lantern Lane, Little Harbor Road, Stockton Short Cut and Woodland Road in Wareham, Plymouth County, Massachusetts described in deeds to the SELLER recorded in Book 3885, Page 176 and Page 188, and Book 18984, Page 252, excepting therefrom the portion conveyed by the SELLER by deed recorded in Book 18989, Page 250. Said parcels are shown as Lots 1000, 1001, 1009, 1010, 1012B, 1014B, 71, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, C, and Lantern Lane and Fairway Lane on Map 28 of the Wareham Property Maps, revised to January 1, 2019 consisting of approximately fifty four and one third (54.33) acres.

The premises are known as Little Harbor Country Club and are the site of a golf course with typical amenities which the SELLER operates on the premises.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, PERSONAL PROPERTY Included in the sale as part of said premises are the buildings, structures and improvements now thereon. Also included in the sale are the carts, maintenance equipment, machinery and other equipment (collectively and together with the inventory referred to in Section 34 (D) below, the "personal property") owned by the SELLER and listed in Exhibit A consisting of three pages attached hereto.

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

leases where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) provisions of existing local, state and federal building, zoning, and environmental laws;
- (b) existing rights and obligations in party walls which are not the subject of written agreement;
- (c) any liens for municipal betterments assessed after the date of performance of this agreement;
- (d) easements, restrictions, covenants and reservations of record, if any, so long as the same do not
 prohibit or materially interfere with the use of said premises for conservation and or recreational
 purposes;
- (e) MGL, Ch. 61B Statements of Lien and real estate taxes assessed as of January 1, 2021 for the fiscal period beginning July 1, 2021, which are not yet due or payable and for subsequent years and all liens for rollback taxes and conveyance taxes, and all rights of first refusal and options to purchase arising from the valuation, assessment and taxation of the property under the provisions of M.G.L. Ch. 61B; and
- (f) rights of others, if any, to use each of the lanes, cuts and roads within the premises or by which the premises are bound.

SELLER shall deliver to BUYER, at SELLER's sole cost and expense and within ten (10) days of the date of this Agreement a commitment (the "Title Commitment") for an owner's policy of title insurance in the form of the current form of ALTA Owner's Policy of Title Insurance and providing for an amount of insurance equal to the purchase price allocable to the premises. BUYER will provide to SELLER, no later than five (5) days after the delivery of said Title Commitment, written notice of BUYER's objections to encumbrances or other matters shown on the Title Commitment that do not qualify as an exception listed

above (the "Title Objections") and SELLER shall within three (3) days of receipt of such Title Objections agree in writing to remove such encumbrances or objectionable matter prior to or at Closing, or may designate that it will not remove such encumbrances (which determination shall be made in SELLER's sole discretion). If BUYER is not satisfied with the encumbrances and/or matters SELLER is proposing that BUYER accept, then BUYER may, at BUYER's sole discretion, terminate this Agreement on or before the expiration of the Diligence Period. SELLER shall be obligated to pay, and BUYER shall not be required to object to, any and all monetary encumbrances evidenced by mortgages, tax liens, judgments, mechanic's liens or other liens or charges in a fixed sum or capable of computation as a fixed sum. If SELLER does not remove the encumbrances and matters at Closing which SELLER agreed to remove, then BUYER may, at BUYER'S option, terminate the Agreement and be entitled to a return of the Earnest Money. Any matters listed on the Title Commitment not qualifying as an exception listed above and not timely objected to by BUYER or that BUYER waives in writing shall be deemed to be an exception listed above and accordingly shall be deemed acceptable to BUYER.

The personal property is to be transferred free of encumbrances by a good and sufficient bill of sale running to the BUYER or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days prior to the Closing Date.

5. PREMISES COMPLIANCE

Notwithstanding anything herein contained, the premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- all buildings, structures and improvements, including, but not limited to, driveways and leaching fields, but excluding lanes, cuts and roads shall be located completely within the boundary line of the premises and shall not encroach upon or under any property of any other person or entity;
- (b) no building, structure, improvement or property of any kind, exclusive of lanes, cuts and roads, shall encroach upon or under the premises from other premises; and
- (c) BUYER can obtain an owner's policy of insurance at normal and regular rates insuring title to the premises in BUYER, free from encumbrances except as set forth in Clause 4 of this Agreement and standard exceptions routinely taken in ALTA Owner's policies, issued by a title insurance company qualified to do business in Massachusetts.

6. REBA STANDARDS

Any matter or practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of REBA at the time of delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

7. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in a form adequate for recording or registration, provided said plan in recordable form is in the possession of the SELLER.

8. REGISTERED TITLE

[INTENTIONALLY OMITTED]

9. PURCHASE PRICE

(fill in); space is allowed to write out the amounts if desired The agreed purchase price for said premises and property is <u>Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00)</u> of which

\$2,300,000.00

are to be paid at the time of delivery of the deed by wire transfer,

treasurer's or bank check(s).

\$2,300,000.00 TOTAL

BUYER and SELLER hereby acknowledge the allocation of property and funding source as follows:

The GIS map attached hereto as Exhibit B includes a 6.3 +/- acres shaded portion of the Little Harbor Country Club. The 6.3 +/- acres shaded portion of the premises represents the area where the Town used Three Hundred Thousand and 00/100 Dollars (\$300,000.00) in FY2022 Certified Free cash to help fund the purchase. The remaining \$2,000,000.00 came from Community Preservation Funds and covers the remaining 47.7 +/- acres of the total purchase.

Accordingly, the 6.3 +/- acres shaded portion depicted on Exhibit B was not paid for with CPA funds. This clause and acknowledgment shall survive the closing.

The personal property (exclusive of inventory referred to in Section 34 (D) below) is a gift to BUYER.

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

A good and sufficient Quitclaim Deed, conveying good and clear record and marketable title, as described herein and a good and sufficient Bill of Sale to the personal property referred to herein, shall be delivered at 10:00 am on May 31, 2022 (the "Closing Date") at the offices of Delaney & Muncey, P.C., 38 Resnik Road, Plymouth, MA 02360, unless otherwise agreed by the parties in writing. It is agreed that time is of the essence of this agreement.

11. POSSESSION AND CONDITION OF PREMISE. (attach a list of exceptions, if any)

Full possession of said premises free of all tenants and occupants and full possession of said personal property are to be delivered at the time of the delivery of the deed, said premises and personal property to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and in the case of the premises (b) not in violation of said building, zoning and environmental laws, and (c) in compliance with provisions of any restriction and covenant referred to in clause 4 hereof.

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

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises and personal property, all as herein stipulated, or if at the time of the delivery of the deed the premises or personal property do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises and personal property conform to the provisions hereof, as the case may be and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) days. "Reasonable efforts" shall not require the expenditure of more than \$10,000.00 inclusive of legal fees, by the SELLER, except with respect to monetary liens, for which there shall be no limit.

13. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises and personal property conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto.

14. BUYER's ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises and personal property in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

15. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

16. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or arrangements customary to conveyancing practice in Plymouth County are then made to procure and record same.

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

Until the delivery of the deed, the SELLER shall maintain insurance on the premises and personal property as presently insured.

18. ADJUSTMENTS (list operating expenses, if any, or attach schedule)

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. The value of fuel on the premises on the day of performance shall be added to the purchase price and made payable to the SELLER.

19. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. SELLER shall not be responsible for real estate taxes, including roll back taxes, for all tax periods commencing before and after the Closing Date relating to removal of the premises from Ch. 61B by reason of the BUYER's conversion of all or part of the premises to residential, industrial or commercial use or by reason of the BUYER to fail to continue to use the premises for recreational purposes. The provisions of this paragraph will survive the Closing.

20. BROKERAGE WARRANTY SELLER and BUYER represent and warrant to each other that neither has dealt with any real estate agent or broker in connection with this sale and was not called to the attention of the other as a result of any services or facilities of any other real estate agent, broker or finder. SELLER and BUYER indemnify, exonerate and hold each other harmless from and against any claim, loss, damage, cost or liability for any brokerage commission or finder's fee which may be asserted as a result of the indemnifying party's breach of this warranty. The provisions of this paragraph will survive the closing.

21. BROKER's FEE (fill in fee with dollar amount or percentage; also name of Brokerage firm(s))

[INTENTIONALLY OMITTED]

22. BROKER(S) WARRANTY (fill in name) [INTENTIONALLY OMITTED]

23. DEPOSIT (fill in name)

[INTENTIONALLY OMITTED]

24. BUYER's DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, the SELLER has all remedies available to it at law and in equity.

25. RELEASE BY HUSBAND OR WIFE [INTENTIONALLY OMITTED]

26. BROKER AS PARTY

[INTENTIONALLY OMITTED]

27. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

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

The BUYER acknowledges that the BUYER has been influenced to enter into this transaction solely in reliance upon the following warranties and representations made by the SELLER:

- a. SELLER has the right and authority to enter into this Agreement and perform all of the SELLER'S obligations hereunder and shall at the Date of Closing provide the SELLER with such evidence thereof as SELLER may reasonably require and shall sign such documents as are customarily and reasonably required in connection with the sale of property to a Massachusetts municipality;
- b. that to the best of SELLER'S knowledge, SELLER has not received any notice claiming or asserting that the premises are in violation or any law, ordinance, rule, regulation or requirement including, without limitation, those pertaining to zoning, building, health, safety or environmental matters, from the municipal, county, state or federal government having jurisdiction over the premises and, to the best of SELLER's knowledge, there are no such violations; the BUYER acknowledges that it is aware that the subsurface septic system serving the premises has failed;
- c. SELLER has received no notice of eminent domain taking or condemnation, actual or proposed, with respect to the premises, and to the best of SELLER'S knowledge, there is no reason to believe that any such eminent domain taking or condemnation has been proposed or is under consideration;
- d. SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or threatened against the SELLER or affecting all or any part of the premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have an adverse effect upon the premises;
- at the time of the Closing, there will be no contracts, oral or in writing, involving the premises which will be binding upon BUYER or affect the premises in any manner which cannot be unilaterally terminated by BUYER after Closing;
- f. that the premises are classified and assessed as property in recreational use under M.G.L.A c. 61B and SELLER has filed all applications and other forms with the Town of Wareham to preserve such classification and assessment of the premises during fiscal year 2022;
- g. SELLER represents that the premises does not contain underground storage tanks;
- h. SELLER shall at the Date of Closing either present to the BUYER a waiver of corporate tax lien pursuant to M.G.L.A., Ch. 62C, §51 and §52 or the SELLER shall escrow a mutually acceptable portion of its sale proceeds to assure that such waiver shall be obtained within a reasonable time post-Closing; and
- The personal property being transferred hereunder is owned by the SELLER and is free from encumbrances.

29. MORTGAGE CONTINGENCY CLAUSE (omit if not provided for in Offer to Purchase) [INTENTIONALLY OMITTED]

30. CHAPTER 61B AFFIDAVIT

At the time for performance the SELLER and BUYER will execute an Affidavit to the effect that SELLER is not selling the premises for the purpose of conversion to residential, commercial or industrial use and BUYER is not buying the premises for the purpose of conversion to residential, commercial or industrial use and BUYER plans to use said premises for recreational purposes compliant with the provisions of M.G.L., Ch. 61B.

31. MEMBERSHIP FEES ADJUSTMENT

At the time of closing the parties will make an adjustment for membership fees collected by the Seller for the period of 4/1 through 12/31, that being 275 days. Seller will retain 1/275th of the fees for each day it operates the property up to and including the closing date. Seller will pay the Buyer the net balance by certified funds payable to "Town of Wareham."

32. SMOKE AND CARBON DETECTORS

SELLER shall deliver to BUYER on the day and time of performance a certification from the Fire Department of the Town of Wareham that any building or structure on the premises requiring smoke and carbon monoxide detectors is so equipped and said detectors are in good working order.

33. SUBSURFACE SEPTIC SYSTEM

BUYER acknowledges that it is aware that the subsurface septic system serving the premises failed a Title 5 inspection. BUYER shall after the Closing Date, as the same may be extended, at its own cost and expense repair and upgrade the septic system in compliance with the provisions of Title 5. At closing Seller shall provide its "Site & Septic Design Remediation Plan for Denite System" to the BUYER and BUYER shall reimburse SELLER its costs associated therewith (\$7,875.00).

34. ALCOHOLIC BEVERAGE LICENSE

- (A) SELLER shall use reasonable efforts to transfer the alcoholic beverage license in connection with the premises now held by it to an entity designated by BUYER on the Closing Date or thereafter conditionally on the BUYER's and SELLER's performance of their respective obligations hereunder. In the event the BUYER has not designated an entity on or before May 31, 2022, or in the event said entity has not then qualified to hold an alcoholic beverage license, the Closing shall nevertheless proceed. In no event shall the SELLER be obligated to operate the golf course on the premises after May 31, 2022.
- (B) BUYER acknowledges that the SELLER contracts for the delivery of and use of chemicals, for instance, pesticides and fungicides, and commences application of those chemicals to the golf course from April through September. The BUYER further acknowledges that the payments are made for said chemicals on April 1, 2022 and continue through September. SELLER and BUYER agree that on the Closing Date the BUYER shall assume and agree to make payments for said chemicals due thereafter.
- (C) The value of gift cards outstanding as of the Closing Date shall be credited to the BUYER on the Closing Date.
- (D) Within twenty-four (24) hours prior of the Closing Date an inventory of beverages and an inventory of the Pro Shop, including golf equipment and clothing, shall be taken and the SELLER's cost thereof shall be determined and said cost shall be reimbursed by BUYER to SELLER within 14 days. SELLER shall provide a detailed invoice.

35. CONDITIONS TO CLOSING

- (A) The obligation of the BUYER to purchase the premises is subject to the following conditions, but which may be waived by BUYER in writing:
 - a. SELLER's performance of all its obligations under this Agreement and
 - b. BUYER's receipt of an investigative report as to the soundness of the structures and systems therein located on the Premises, which in the sole opinion of BUYER is acceptable, to be paid for by BUYER and to be completed by May 23, 2022. SELLER shall make all reasonable accommodations to permit BUYER and BUYER's agents to perform tests, analysis and investigations required to prepare said investigative report.
- (B) The obligation of the SELLER to sell the premises is subject to the following conditions:
 - a. BUYER's performance of all its obligations under this Agreement.

The BUYER acknowledges that prior to the date of execution of this Agreement, it has made or caused to be made on its behalf an environmental assessment pursuant to M.G.L. c.21E et.seq., it has reviewed said assessment, and it is satisfied with the results thereof.

36. NOTICE

Any notice required or permitted hereunder will be deemed properly given when (i) mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or (ii) delivered by hand, or by reputable overnight delivery service, addressed in the case of BUYER TO BUYER'S counsel, Richard Bowen, The Law Office of Richard Bowen, 28 Stockbridge Road, Scituate, MA 02066, Email: richbowen1@hotmail.com and in the case of SELLER to SELLER'S counsel, David L. Delaney, Esq., Delaney & Muncey, P.C., 38 Resnick Road, Suite 300, Plymouth, MA 02360, Email: ddelaney@delaney-muncey.com. Either party may by written notice to the other designate another address which will thereupon become the effective address of that party for the purposes of this clause.

37. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be 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 agreement or to be used in determining the intent of the parties to it.

This Purchase and Sale Agreement is executed under seal as of the date first written above.

SELLER: LITTLE HARBOR COUNTRY CLUB, INC.

Name: Charles J. Diptienzo, President

BUYER TOWN OF WAREHAM BY ITS TOWN ADMINISTRATOR, DULY AUTHORIZED

Derek Sullivan, Town Administrator

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EXHIBIT A

Cant	Golf Cart List 2021		
Cart	Serial#/ModelYear	Purchased:	Cost:
#1	JE1614-634751	2020	0.015
#2	JE1614-634776	2020	3,217.
#3	JE1614-634821	2020	3,217.
#4	JE1614-634???	2020	3,217.
#5	JE1614-634805	2020	3,217.
#6	JE1614-634764	2020	3,217.
#7	JE1614-634750	2020	3,217.
#8	JE1614-634767	2020	3,217.
#9	JE1614-634771	2020	3,217.
#10	JE1614-634772	2020	3,217.
#11	JE1614-634809	2020	3,217.
#12	JE1614-634804	2020	3,217.
#13	JE1614-634803	2020	3,217.
#14	JE1614-634801	2020	3,217.
#15	JE1614-634780	2020	3,217.
#16	JE1614-634763	2020	3,217.
#17	JE1429-475213	2020	3,217.
#18		2014	4,597.
#19	JE1429-475212	2014	4,597.
#20	JE1536-583879	2015	4,682.
#21	JE1536-583880	2015	4,682.
#22	PH1317-363084	2013	4,537.
#23	PH1317-363086	2013	4,537.
#24	AQ1234-304365	2012	4,443.
#25	AQ1234-304364	2012	4,443.
#26	AQ1138-229195	2011	4,244.
#20 #27	AQ1138-229215	2011	4,244.
#4 / #28	AQ1138-229216	2011	4,244.
	AQ1138-229199	2011	4,244.
#29	AQ1039-132604	2010	3,475.
#30	AQ1039-132605	2010	3,475.
Ranger:	AQ1234-304368	2012	4,443.
Grounds	AQ0931-038016	2009	2 (04
Crew:	AQ0437-433196	2006	3,684.
Café Expr	ess Bev Cart 2013	2882.20	2,650.
•	A W FL	2018	6,510.

EXHIBIT A

Little Harbor Country Club Maintenance Equipment List -2021

Underground conduits, pipes, wires (irrigation):

Description	Year Purchased
Sprinkler System	04/01/73
Pumps	08/01/79
Pumps and Pipes	05/01/89
Pump and Motor	06/01/91
Irrigation Clock	2010

Machinery:

Description	Year Purchased
Tee Mower	11/01/92
Bobcat Tractor	08/31/95
Top Dressing Mach	07/23/98
Greenmaster 3250	11/12/01
CUF Fairway Mower	11/13/01
Cushman Truckster	11/07/02
Sweeperstar	08/27/04
Steel 40'Storage	06/09/05
Cushman Truckster	08/11/05
2005 Turf 2 Gas w/lift	06/14/05
2007 Greenmaster	04/14/06
2007 Procore648Toro	05/23/07
Buffalo BLOWER	04/11/08
TriRollers	04/11/08
Sandpro 320	05/28/08
Spray Unit	01/01/09
60"DR Grader	03/25/09
Reelmaster	06/16/09
ZeroTurnMower	04/29/10
Used Cushman Trckstr	01/05/12
Reel Grinder	06/26/12
Sidewinder	08/22/14
2011 Turf2 CarryAll	07/19/16
3 Greens Reels	03/29/17
Cafe Express	06/26/18
Greensmaster 3150	03/13/19
MF Turf Tractor	1963

EXHIBIT A

Other Equipment: 2 Fert.EW Spreader **GA30** Pressure Washer Core Harvester **6 Groomer Reels** Misc. shop Tools Air Compressor **Weed Trimmers Chain Saws** 2 Lesco Spreaders **Brower Sod Cutter** General Pump Honda Pump 2 Push Blowers Fairway Aerator

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