

PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD

ATTACHMENT A

INFORMATION FORM Page 1 of 2

Property Street Address: 890 BROOK AVENUE, NB 02744 Map # 15 Parcel ID 154

Total Square footage: 53264 sq ft Buildable Square footage: 753264 sq ft

a. Amount of Frontage 340.99 ft on BROCK AVENUE
(# of feet) (Name of City accepted roadway)

Or

- b. Describe valid easement rights over private way(s) leading to a public way duly laid out or accepted as such by the municipality or other government entity, including distance from property to public way and width of easement. Include deed references in the description. If attaching these details, indicate here: _____
- c. Submit a copy of the tax map(s) showing placement of the parcel(s) and a copy of the Assessor's property record card(s) for that parcel(s).
- d. Attach a copy of the current deed(s) with the Registry of Deeds Book and Page reference. Include Registry of Deeds reference or Probate Docket of at least two prior property transfers of the parcel(s).
- e. Utilities already adjacent to the parcel or explanation included on how this will be accomplished:

_____ Yes

_____ No. If 'No' attach explanation for how this will be accomplished.

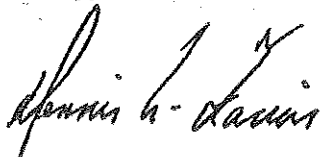
City Water, City Sewer, Electrical Power, Cable/ Telephone

- f. In what zoning district is the property?
- g. Are there any structures on the property?
- h. Does the property meet all of New Bedford's Bylaws and regulations?
- i. Are there any right-of-way privileges or easements benefiting the property? If yes, please attach detailed explanation.

IN CITY COUNCIL, February 08, 2018

Referred to the Committee on City Property.
a true copy attest:

Dennis W. Farias, City Clerk



City Clerk

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD**

- j. Are there any right-of-way privileges or easements, burdening the property? If yes, please attach detailed explanation.
- k. Are there any deed restrictions? If yes, please attach detailed explanation.
- l. Attach a description of the current and past uses of the property, including any history of the release or disposal of any oil or other hazardous materials on the property.
- m. Has the property been surveyed? _____ Date of survey: _____
- n. Is the property bounded by survey monuments?
- o. Include a Site Plan or Survey Plan.
- p. List Current Owner(s) name(s), address, preferred phone contact number, and email:
- q. List any liens or mortgages of record, including Registry Book and Page references:

Signed  Date: 7/27/2017

Printed Name of Above: AHMET F DIRICAN

(Note: This form must be included in the proposal submission)

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD**

ATTACHMENT B

PRICE PROPOSAL FORM

To the Awarding Authority:

A. The Undersigned proposes to sell the property listed in this Response to the City of New Bedford's Request for Proposal to the City of New Bedford Massachusetts, for the price listed below in accordance with the terms and conditions of the Request for Proposals.

Property Address: 890 BROCK AVENUE, NEW BEDFORD 02744

Assessors map and Lot Number: 15 - 154

Registry of Deeds Book and Page: BOOK 11615 PAGE 99


B. The proposed contract price is

ONE MILLION EIGHTYNINE THOUSAND 00/100 dollars (\$) 1,089,000.00

This price includes the parcel(s) and all amenities required by this RFP.

Date: 7/27/2017

Name of Proposer: AHMET F. DIRICAN

Signature: 

Business Address:

City, State, and Zip: 890 BROCK AVENUE, NEW BEDFORD 02744

Phone and Fax Nos. T: (508) 951 - 4684 F: (774) 202 - 3476

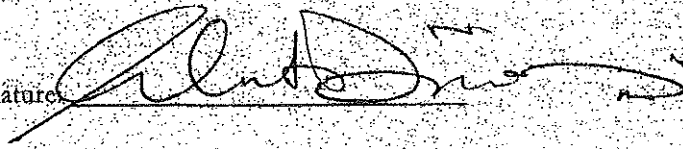
(Note: This form must be included in the proposal submission)

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD
ATTACHMENT C
CERTIFICATIONS**

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature



AHMET F. DIRICAN, PRESIDENT

Print Name & Title

PEACEFULLY AT HOME WELLNESS & HEALTH, INC.

Company Name

(Note: This form must be included in the proposal submission)

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD**

**CERTIFICATE OF TAX
COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b),

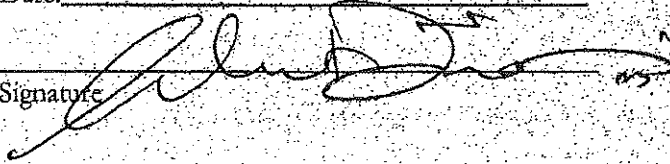
I AHMET F. DIRICAN, authorized agent for
(Name of signatory)

PEACEFULLY AT HOME WELLNESS & HEALTH, INC.
(Owner of Property)

Do hereby certify under the pains and penalties of perjury that said owner has complied with all laws of the Commonwealth of Massachusetts, and the City of New Bedford, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Date: 7/27/2017

Signature



(Note: This form must be included in the proposal submission)

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD
ATTACHMENT D**

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: City of New Bedford
(Name of jurisdiction)

2. Complete legal description of the property:

See New Bedford Deed Book 11615 Page 99

3. Type of transaction: Sale

4. Seller(s):

Purchaser(s): City of New Bedford

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: *If a corporation has, or will have a direct, or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.*

Address _____

AHMET F. DIRICAN

726 COUNTY STREET NEW BEDFORD, MA 02740

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD**

5. (Continued)

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

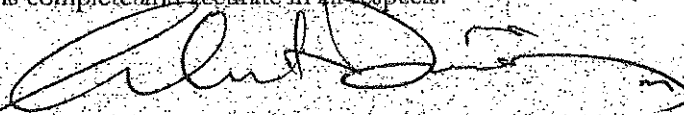
_____	_____	Title or position
_____	_____	

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:



Printed name: AHMET F. DIRICAN

Title: PRESIDENT

Date: 7/27/2017

(Note: This form must be included in the proposal submission)

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD**

ATTACHMENT E

At a meeting of the Board of Directors of _____ duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That _____, the _____ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

Name (printed)

(Affix Corporate Seal)

Signature

Title

Date

(Note: This form must be included in the proposal submission)

See 'Attachment E'



PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD
ATTACHMENT E

CORPORATE VOTE AND AUTHORIZATION OF
PEACEFULLY AT HOME WELLNESS AND HEALTH CARE, INC.

I, AHMET F. DIRICAN, hereby certify that I am the CLERK of PEACEFULLY AT HOME WELLNESS AND HEALTHCARE, INC., a duly organized Massachusetts Corporation, and as it appears from the records of said corporation, in my possession as such clerk, that at a joint meeting of the directors and shareholders of said corporation, duly convened and held on 7/20/2017, at which the following vote was passed by the unanimous vote of the directors and shareholders:

VOTED: That the President, Ahmet F Dirican, as president of this corporation be and hereby is authorized and directed in the name and on behalf of the Corporation to sign, seal with corporate seal and deliver a deed of this Corporation's property at 890 Brock Ave, New Bedford, Massachusetts as more particularly described in deed recorded with the Bristol County (SD) Registry of Deeds in Book 11615, Page 99. The deed to be in such form as the president deems to be necessary and appropriate and his execution and delivery of such deed shall conclusive evidence of his authority do so.

The President was further authorized to take any and all actions as he may deem necessary, desirable or appropriate to effect the purposes of the above vote, including, but not limited to, the execution and delivery of any and all documents, instruments, agreements, certificates, declarations, statements, forms and other papers required by said Bank in connection with any of the foregoing matters, any such action to be conclusive evidence of his authority to act

ATTESTED:


Ahmet F Dirican, Clerk

I hereby further certify that such vote is in full force and effect and has not been altered, amended or revoked, that such vote and all action authorized thereby conforms to all applicable provisions of the articles of organization and by-laws of the corporation.

WITNESS my hand and seal of said corporation this 20th day of July, 2017


Ahmet F Dirican, Clerk

ASSENTED TO BY THE PRESIDENT


Ahmet F Dirican, President

EXHIBIT A

PURCHASE AND SALE AGREEMENT

SECTION 1. INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT _____, 2017

1.2 PREMISES: City: New Bedford, Massachusetts

Street Address: 890 BROCK AVENUE NEW BEDFORD, MA 02744

Title Reference: Bristol County (S.D.) Registry of Deeds Bk. 11615 Pg. 99

If Registered Land: Certificate of Title No. _____

Assessor's Map Reference: Assessors Map 15, Lot 154

1.3 SELLER:

Address: AHMET F. DIRICAN

Seller's Attorney:

Address: 726 COUNTY STREET NEW BEDFORD, MA 027490

Phone: (508) 951-4684 Fax: (774) 202-3476

1.4 BUYER: City of New Bedford

Address: 133 William Street, New Bedford, MA 02740

Buyer's Attorney: Office of the City Solicitor

Address: 133 William Street, New Bedford, MA 02740

Phone: 508-979-1460

1.5 PURCHASE PRICE: Total Sum of \$ _____,
paid at the time of delivery of the Deed by certified or
bank check or municipal treasurer's check

1.6 CLOSING DATE: _____, 201__ at Noon.

1.7 PLACE: Bristol South District Registry of Deeds

1.8 TITLE: Quitclaim Deed

1.9 BROKER: None

SECTION 2 -- GENERAL PROVISIONS

2.1 Covenant. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

2.2 Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to SELLER and used in connection therewith.

2.3 Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven calendar 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 building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; and
- (e) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for general municipal purposes, including, without limitation, for office space purposes.

2.4 Deed; Plans. SELLER shall be responsible for drafting the deed. If said deed refers to a plan necessary to be recorded therewith SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

2.5 Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

2.6 Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 2.3 hereof. BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

2.7 Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty calendar days.

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

2.9 Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either

- (a) pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonably expended by SELLER for any partial restoration.

2.10 Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or 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.

2.11 Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this 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, if an institutional mortgage, within a reasonable time thereafter in accordance with customary conveyancing practices.

2.12 Adjustments. Outstanding water and sewer charges, fuel value, and other items shall be adjusted as of the closing date. Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by SELLER prior to the closing shall not be refunded. 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.

2.13 Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

2.14 Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

- (a) BUYER obtaining a favorable vote of City Council in the City of New Bedford authorizing the BUYER to acquire the premises for the consideration stated herein and upon the terms set forth in this offer and authorizing the appropriation of sufficient funds for that purpose;
- (b) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property;
- (c) SELLER shall have complied with the disclosure provisions of G.L. c.7, §40J, and SELLER and BUYER agree to diligently pursue full compliance with said statute. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7, §40J;
- (d) SELLER shall have obtained written waivers of any right to claim relocation benefits under the provisions of G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER hereby agrees to waive any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A;

Furthermore, SELLER shall defend, indemnify and hold BUYER harmless as to any claim for relocation benefits or payments brought against BUYER by any former or present occupant (or future occupant between now and the Closing Date) of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph are expressly agreed to survive the delivery of the deed;

(e) Buyer shall have inspected the Premises (including the environmental inspections as set forth more particularly in Section 2.20) and SELLER'S title to the Premises and be satisfied with the condition thereof, in its sole and absolute discretion; and

(I) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

Provided, however, that if any of the foregoing conditions are not satisfied by _____, 2017, BUYER shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond _____, 20____, provided that BUYER shall give SELLER days written notice of its exercise of this option prior to the closing date and shall give SELLER seven days written notice of the new closing date.

2.15 Title to Premises. 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:

(a) no building, structure, utility or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;

(b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, containing no exception for any matter not expressly permitted by this Agreement;

(c) all buildings, structures and improvements, including but not limited to, any driveways, garages and cesspools or leaching fields, and all means of access to the Premises, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under any other property;

(d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located; and

(e) the Premises are not in a flood zone;

2.16 Affidavits, etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) Affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages

sustained as a result of issuing a policy without exceptions covered by such representations; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding; and (d) Such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement.

2.17 Title 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 the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

2.18 Hazardous Materials. SELLER shall provide BUYER with information of any past or current release or threat of release, or the presence of "hazardous materials" and "oil" on the Premises, as such terms are defined in G.L. c. 21E, and copies of all environmental tests, studies, and assessments relating to the Premises and copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state, or local governmental body. The provisions of this paragraph shall survive the delivery of the deed.

2.19 Representations and Warranties. SELLER represents and warrants to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) To the best of SELLER'S knowledge, SELLER holds good and clear, record and marketable title to the Premises in fee simple, and SELLER has not granted any options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises;
- (b) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (c) SELLER has no present knowledge of and will disclose and deliver all received written notices of, any planned or threatened condemnation or eminent domain proceedings with respect to the Premises;
- (d) This Agreement has been duly authorized by all requisite action is not in contravention of any law or organizational documents and this Agreement has been duly executed by a duly authorized officer of SELLER;
- (e) To the best of SELLER'S knowledge, SELLER'S execution of this Agreement does not violate any other contracts, Agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties.

(I) To the best of SELLER'S knowledge, information and belief, (i) Seller has not received notice of any release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (iii) chlordane has not been used as a pesticide on the Premises;

(g) SELLER has received no written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any hazardous materials at the Property in violation of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C.

§ 9601, et seq. (CERCLA), or any similar federal, state or local statute, rule or regulation; and

(h) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations or warranties to be false as of closing, and in any event shall notify BUYER of any change in these representations and warranties. SELLER'S representations and warranties shall survive the closing and the delivery of the deed.

2.20 Inspection Rights. BUYER or BUYER'S agent(s) shall have the right, at any time, to enter the premises at BUYER'S own risk for the purposes of conducting surveys, inspections and tests, and environmental site assessments, including testing building, mechanical, and plumbing systems of the building on the premises or for any and all investigations leading to the design or renovations of the existing building by the BUYER. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall restore the premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied with the condition of the premises and/or the building thereon and on not having found on the premises any hazardous waste or hazardous material. In the event hazardous waste or hazardous material is found, or BUYER is not satisfied with the condition of the premises or the building, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this agreement, whereupon all the rights and obligations of the parties shall cease, or (b) provide SELLER with the option, to be exercised in SELLER'S sole discretion, to repair the condition of the premises/building and/or remediate such hazardous condition, with SELLER paying all of the costs of repair/remediation. If BUYER requests SELLER to repair the premises/building and/or remediate the hazardous condition, and SELLER elects to undertake the same, BUYER

shall perform under the terms of this agreement, provided, however, that SELLER repairs the premises/building to BUYER's reasonable satisfaction and/or remediates the hazardous condition within a reasonable time and in full compliance with all applicable laws, rules, and regulations; otherwise this agreement shall be null and void and of no further effect between the parties. Nothing herein shall affect BUYER'S rights under this agreement to walk through and inspect the premises at any time prior to the delivery of the deed.

2.21 NOTICES: Any notice required or permitted to be given under this agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by Federal Express or other similar courier service, or (c) by facsimile:

In the case of BUYER:

Purchasing Agent
City of New Bedford
133 William Street, Rm. 208
New Bedford, MA 02740

In the case of SELLER:

with a copy to:

2.22 Closing. The deed and other documents required by this agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. SELLER'S proceeds may be in the form of a City Treasurer's check, and the check shall be held in escrow by SELLER'S attorney who shall release the check to SELLER only following the recording of the deed.

2.23 Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this agreement, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

2.24 Casualty. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity, then at BUYER'S sole option, this agreement may be terminated.

2.25 Release by Husband or Wife. SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

2.26 Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

2.27 Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures 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 SELLER and 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.

2.28 Smoke Detectors. SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said Premises are located stating that said Premises are equipped with approved smoke detectors in conformity with applicable law.

2.29 Septic System. If the Premises are served by a subsurface sewage disposal system, SELLER shall deliver a Title V Certificate to BUYER at the closing, indicating that the on-site septic system serving the premises complies with the provisions of Title 5.

2.30 Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

2.31 Taking. SELLER hereby waives any right to claim additional damages in excess of the Purchase Price in the event BUYER elects to acquire title to the Premises by a friendly eminent domain. At BUYER'S request, SELLER shall execute a Waiver of Damages, Appraisal, and Relocation Benefits under G.L. c. 79A and shall deliver it to BUYER at the closing. SELLER acknowledges that BUYER shall have the right to deduct from the Purchase Price any real estate taxes, amounts that are to be paid to mortgagees from closing proceeds, and such other fees and charges that are customarily apportioned between a


buyer and seller as of the closing date.

2.32 Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

2.33 Captions: The captions and headings throughout this agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this agreement, nor in any way affect this agreement, and shall have no legal effect.

ADDENDUM TO EXHIBIT A

- 1. AIR ORGAN IN THE FORMER ST. ANNE'S CHURCH**
- 2. PERSONAL PROPERTIES (ATTACHED/UNATTACHED TO BUILDINGS)**
- 3. MEDICAL PRACTICE PROPERTIES (ATTACHED/UNATTACHED TO BUILDINGS)**


AFD
7/27/2017

BK 8167 PG 223
06/02/06 11:28 DOC. 17319
Bristol Co. S.D.

QUITCLAIM DEED

I, Eileen Cristello, of Fairhaven, Bristol County, Massachusetts, in consideration of \$330,000.00 grant to Community Action for Better Housing, Inc., of 1600 Bay Street, Fall River, Bristol County, Massachusetts, with QUITCLAIM COVENANTS, the land, with any buildings thereon, in New Bedford, Bristol County, Massachusetts, bounded and described as follows:

BEGINNING at the northeast corner of the land herein described, at a drill hole set in the southerly line of Ruth Street, distant SOUTH 80 degrees 00' 00" WEST therein, eighty-nine and 87/100 (89.87) feet from its intersection with the westerly line of Salisbury Street, and at the northwest corner of land now or formerly of Marques, as shown on plan of land hereinafter mentioned;

thence SOUTH 10 degrees 00' 00" EAST in line of last-named land, eighty-one (81) feet to a point for a corner;

thence SOUTH 80 degrees 00' 00" WEST by land of parties unknown, twenty-seven and 02/100 (27.02) feet to a point;

thence SOUTH 10 degrees 10' 00" EAST in line of last-named land, four (4) feet to a point for a corner;

thence SOUTH 80 degrees 07' 37" WEST, still in line of last-named land, fifty-six and 81/100 (56.81) feet to remaining land of Roman Catholic Church, as shown on said plan;

thence NORTH 09 degrees 00' 00" WEST in line of last-named land, eighty-four and 89/100 (84.89) feet to the said southerly line of Ruth Street;

thence NORTH 80 degrees 00' 00" EAST in line of said Ruth Street, eighty-two and 35/100 (82.35) feet to the point of beginning.

CONTAINING 6,951 square feet, more or less. BEING shown on plan of land entitled "Plan of Land for The Roman Catholic Church of New Bedford, Mass.", dated May 14, 1982, filed in Bristol County S.D. Registry of Deeds in Plan Book 107, Page 51.

TOGETHER WITH the benefit of a five (5) foot wide pedestrian easement at the northwest side of the above-described premises, as shown on said plan.

Return to:
Marc Cumsky, Esq.
Cumsky & Levin LLP
6 University Road
Cambridge, MA 02138

116 Ruth St. b. B

REG. OF DEEDS
REG #07
BRISTOL S
06/02/06 10:38AM
003001 87406
FEE SIXTY.00
CASE #15014-80

BK 8167 PG 224

TOGETHER WITH the benefit of a parking easement described as follows:

BEGINNING at the southeast corner of the land herein described;

thence SOUTH 80 degrees 00' 00" WEST, a distance of twenty-seven and 02/100 (27.02) feet to a point;

thence SOUTH 10 degrees 00' 00" EAST, a distance of four (4) feet to a point;

thence SOUTH 80 degrees 07' 37" WEST, a distance of fifty-six and 81/100 (56.81) feet to a point;

thence SOUTH 09 degrees 00' 00" EAST, a distance of forty-five (45) feet to a point;

thence NORTH 80 degrees 07' 37" WEST, a distance of twenty (20) feet to a point; and

thence NORTHEASTERLY, a distance of thirty-seven (37) feet, more or less, to the point of beginning.

Being the same premises conveyed to this grantor by deed of Roland L. Savaria and Noella Savaria, dated July 16, 2001, and recorded with the Bristol County, South District, Registry of Deeds in Book 5071, Page 16.

WITNESS my hand and seal this 2nd day of June, 2006.

Eileen Cristello

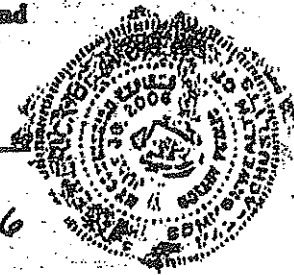
Commonwealth of Massachusetts

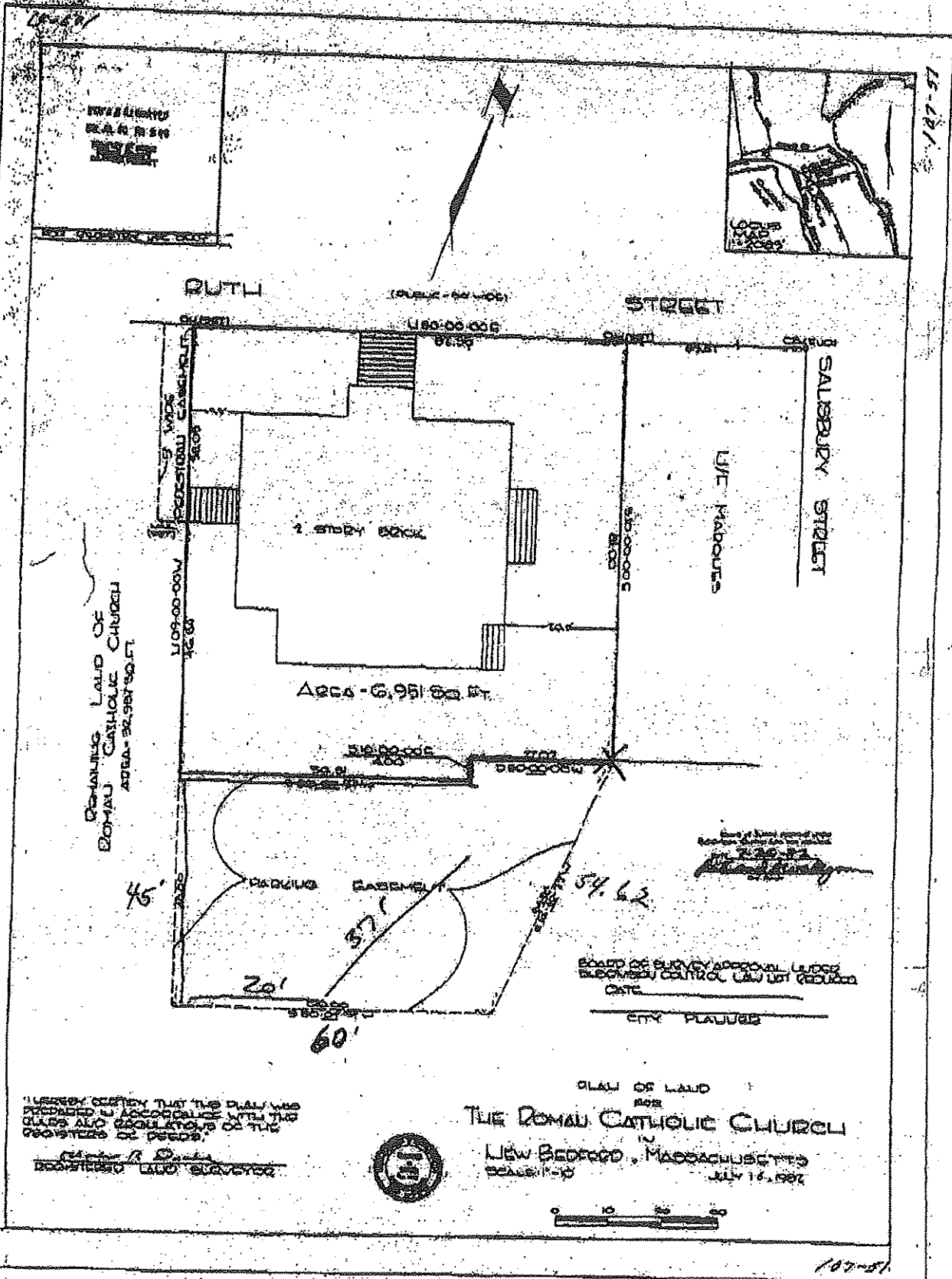
Bristol, ss.

June 2, 2006

Then personally appeared the above-named Eileen Cristello and acknowledged the foregoing to be her free act and deed, before me,

My Commission Expires: 6/30/2006





CONTAINING LAND OF
 ROMAN CATHOLIC CHURCH
 AREA - 32,951 SQ. FT.

Area - 6,951 SQ. FT.

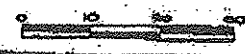
BOARD OF SURVEY APPROVAL LUDGEE
 REGISTRY CONTROL LAW SET REDUCED
 DATE _____
 CITY PLAUVER

I HEREBY CERTIFY THAT THIS PLAN WAS
 PREPARED IN ACCORDANCE WITH THE
 LAWS AND REGULATIONS OF THE
 COMMONWEALTH OF MASSACHUSETTS.

Richard R. [Signature]
 REGISTERED LAND SURVEYOR

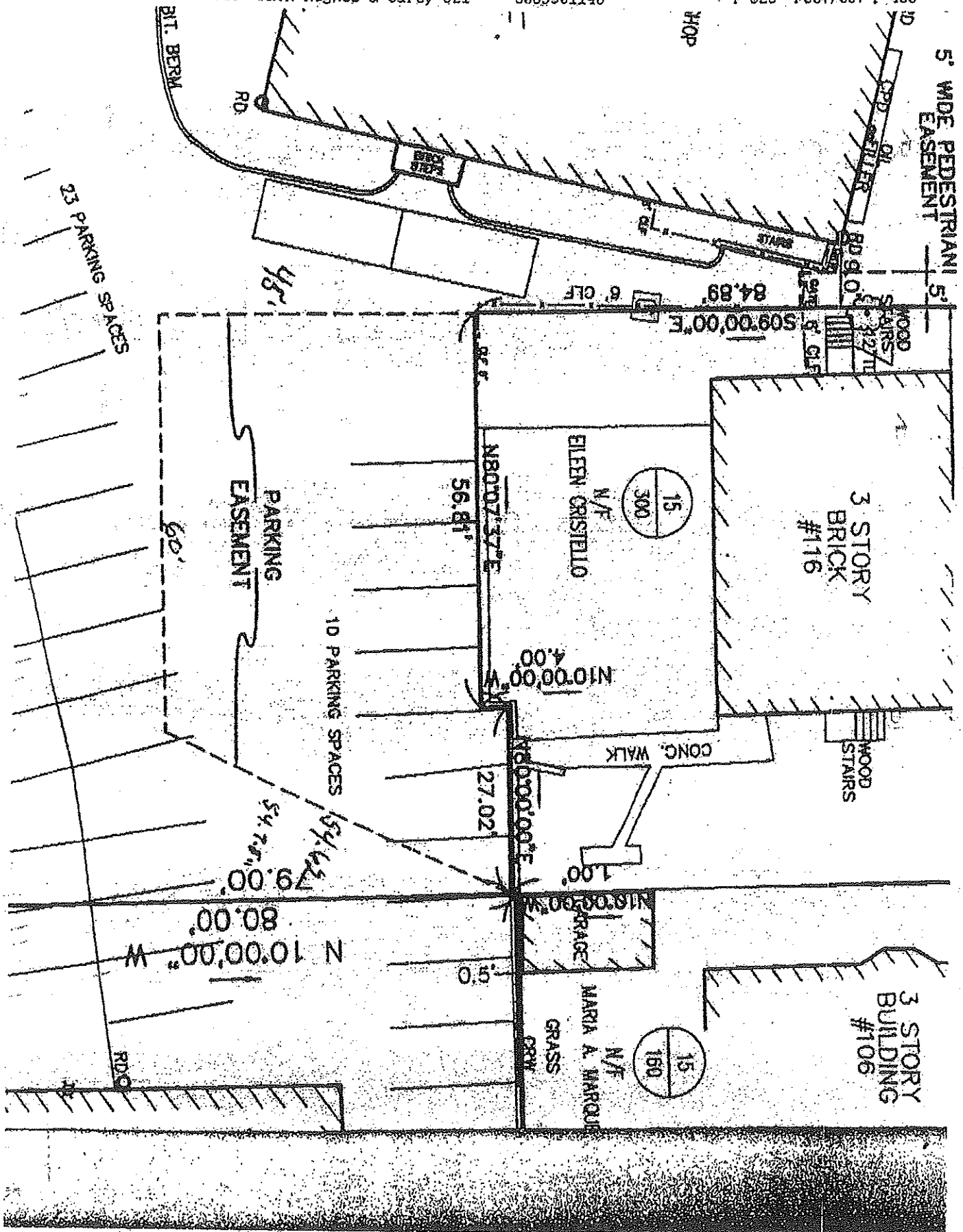


PLAN OF LAND
 FOR
 THE ROMAN CATHOLIC CHURCH
 IN
 NEW BEDFORD, MASSACHUSETTS
 SCALE: 1"=30'
 JULY 16, 1987



10-0-01

107-81



NOT TO SCALE
EXISTING CONFIGURATION

QUITCLAIM DEED

THE ROMAN CATHOLIC BISHOP OF FALL RIVER, a Corporation Sole, of Fall River, Bristol County, Massachusetts, for consideration paid and in consideration of SEVEN THOUSAND DOLLARS AND NO/100 (\$7000.00) DOLLARS grants to AHMET F. DIRICAN of 726 County Street, New Bedford, MA, 02740, with QUITCLAIM COVENANTS *of Seven Hundred Eighty - Two Thousand Five Hundred 0700, 04*

A certain tract or parcel of land with the buildings and improvements thereon, if any, located on the southerly side of Ruth Street and the easterly side of Brook Avenue in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, being further bounded and described as follows:

Beginning at a cement bound at the southeasterly intersection of Ruth Street and Brock Avenue, which point is the northwesterly corner of the parcel to be described; thence running South 02° 07' 00" West by Ruth Street, 25.02 feet to a stone bound; thence running South 54° 35' 10" East by said Brock Avenue, 123.77 feet to an angle; thence continuing South 38° 16' 13" East by said Brock Avenue, 217.22 feet to a corner; thence running North 74° 27' 40" East by land now or formerly of Antone DeMello et al, 104.32 feet to a corner; thence running North 10° 00' 00" West by land now or formerly of Manuel A. Jovel et al, 51.85 feet to a stone bound; thence continuing North 10° 00' 00" West by LOT 1 on plan of land hereinafter described; 82 feet to a corner; thence running North 80° 00' 00" East by said LOT 1, 11.65 feet to a corner; thence turning and running North 10° 00' 00" West by said LOT 1, 79 feet to a corner; thence running South 80° 00' 00" West by land now or formerly of Eileen Cristello, 27.02 feet for a corner; thence running South 10° 00' 00" East by said Cristello land, 4 feet to a corner; thence turning and running South 80° 07' 37" West by said last-named land, 56.81 feet to a corner; thence turning and running North 09° 00' 00" West by said last-named land, 84.89 feet to Ruth Street; thence running South 80° 00' 00" West by Ruth Street, 217.65 feet to a concrete bound and the point of beginning.

Containing 53,264 square feet of land, more or less.

Being designated as LOT 2 on Plan of Land prepared for The Roman Catholic Bishop of Fall River dated January 9, 2007, Scale: 1" = 20', said plan recorded prior hereto with the Bristol County South District Registry of Deeds.

For grantor's source of title see deeds recorded with said Registry of Deeds in Book 230, Page 551, Book 294, Page 112, Book 303, Page 358 and Book 338, Page 51B.

Subject to easements for the benefit of Community Action for Better Housing, Inc. and its successors and assigns as set forth in a deed dated June 2, 2006 and recorded with the said Registry of Deeds in Book 8167, Page 223.

Property address: 890-896 Brook Avenue, New Bedford, MA, 02740

This conveyance does not constitute all or substantially all of the assets of the said corporation.

IN WITNESS WHEREOF, the said Roman Catholic Bishop of Fall River, a Corporation Sole, has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by George W. Coleman its Incumbent Bishop this 17th day of August, 2007.

THE ROMAN CATHOLIC BISHOP OF FALL RIVER, a Corporation Sole

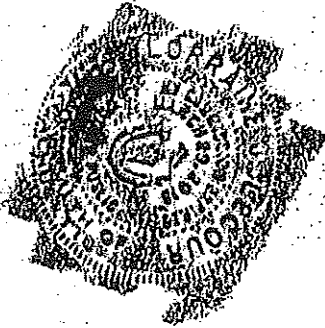
By: George W. Coleman
George W. Coleman, Incumbent Bishop

REG. OF DEEDS
REG #07
BRISTOL S
08/22/07 3:52PM
00000 #1270
FEE \$368.20
CASH \$5368.20

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

On this 17th day of August, 2007, before me, the undersigned notary public/justice of the peace, personally appeared George W. Coleman as Incumbent Bishop for the Roman Catholic Bishop of Fall River, a Corporation Sole, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Lorraine J. Lecon

Notary Public/Justice of the Peace

My commission expires: *March 29, 2013*

QUITCLAIM DEED

I, AHMET F DIRICAN, of 726 County Street, New Bedford, MA 02740, for consideration paid in the amount of less than one hundred (\$100.00) dollars, grant to PEACEFULLY AT HOME WELLNESS AND HEALTHCARE INC., a duly formed Massachusetts Nonprofit Corporation, with a principal place of business located at 890 Brock Avenue, New Bedford, MA 02744, with QUITCLAIM COVENANTS,

A certain tract or pared of land with the buildings and improvements thereon, if any, located on the southerly side of Ruth Street and the easterly side of Brock Avenue in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, being further bounded and described as follows:

Beginning at a cement bound at the southeasterly intersection of Ruth Street and Brock Avenue, which point is the northwesterly corner of the parcel to be described; thence running South 02° 07' 00" West by Ruth Street, 25.02 feet to a stone bound; thence running South 54° 35' 10" East by said Brock Avenue, 123.77 feet to an angle; thence continuing South 38° 16' 13" East by said Brock Avenue, 217.22 feet to a corner; thence running North 74° 27' 40" East by land now or formerly of Antone DeMello et al. 104.32 feet to a corner; thence running North 10° 00' 00" West by land now or formerly of Manuel A. Jovel et al. 51.85 feet to a stone bound; thence continuing North 10° 00' 00" West by LOT 1 on plan of land hereinafter described, 82 feet to a corner; thence running North 80° 00' 00" East by said LOT 1, 11.65 feet to a corner; thence turning and running North 10° 00' 00" West by said LOT 1, 79 feet to a corner; thence running South 80° 00' 00" West by land now or formerly of Eileen Cristello, 27.02 feet to a corner; thence running South 10° 00' 00" East by said Cristello land 4 feet to a corner; thence turning and running South 80° 07' 37" West by said last-named land, 56.81 feet to a corner; thence turning and running North 09° 00' 00" West by said last-named land, 84.89 feet to Ruth Street; thence running South 80° 00' 00" West by Ruth Street, 217.65 feet to a concrete bound and the point of beginning.

Containing 53,264 square feet of land, more or less.

Being designated as LOT 2 on Plan of Land prepared for The Roman Catholic Bishop of Fall River dated January 9, 2007, Scale: 1" = 20', said plan recorded with the Bristol County South District Registry of Deeds in Plan Book 161, Page 25.

Subject to easements for the benefit of Community Action for Better Housing, Inc. and its successors and assigns as set forth in a deed dated June 2, 2006 and recorded with the said

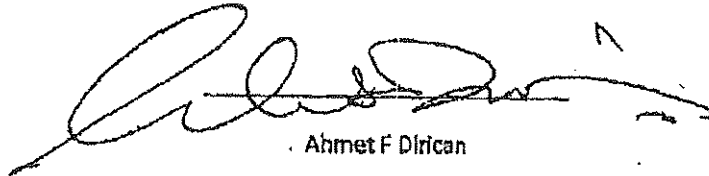
890-936 Brock Ave. New Bedford MA

Registry of Deeds in Book 8167, Page 223.

For Grantor's title see deed dated August 17, 2007 and recorded with Bristol County (S.D.) Registry of Deeds in Book 8764, Page 322.

Property address: 890-~~936~~ Brock Avenue, New Bedford, MA. 02744

Witness my hand and seal this 24th day of February, 2016.

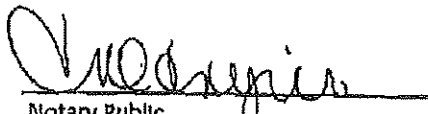

Ahmet F Dirican

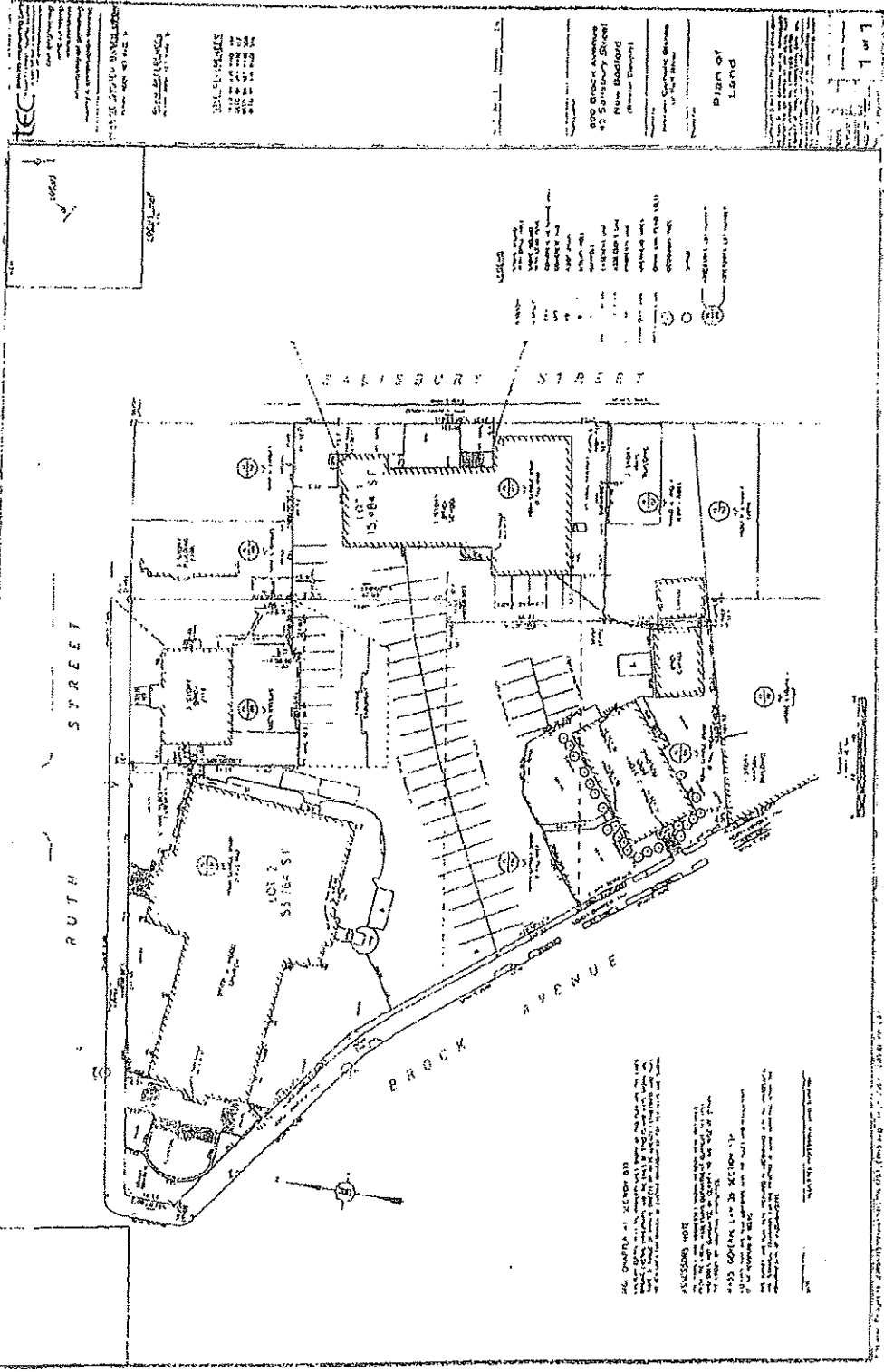
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this 24th day of February, 2016, before me, the undersigned notary public, personally appeared AHMET F DIRICAN, proven to me through satisfactory evidence of identification, which was MDL 581534754, to be the person whose name is signed on the preceding or attached document, who personally executed such document in my presence, acknowledged to me that he signed it voluntarily for its stated purpose and swore or affirmed to me that the contents of said document are true, accurate and complete.




Notary Public
My Commission expires:



Lot 1

Plant for Water

Plant for Water
 New Building
 (Proposed Structure)

Lot 1, 2, 3, 4
 Lot 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Lot 1, 2, 3, 4
 Lot 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

THE DRAWING IS SUBJECT TO ALL CITY ORDINANCES AND REGULATIONS AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.



53	3205	80	40	269	3200	80	40	207	3200	80	40	206	3200	80	40	267	3200	80	40	56	4868	95.61	38	293	3200	80	40	294	3200	80	40	293	3200	80	40		

74	3200	80	40	84	3200	80	40	85	3296	80.01	292	6001	77	6565	89.08	292	6001	
75	3200	80	40	85	3296	80.01	292	6001	77	6565	89.08	292	6001	77	6565	89.08	292	6001

115	3320	80	41.5	116	3320	80	41.5	119	5582	81.82	304	3000	82.35	300	6951	84.89		
117	3320	80	41.5	119	5582	81.82	304	3000	82.35	300	6951	84.89	160	3000	82.35	300	6951	84.89

288	2603	36.68	40.18	148	3898	51.96	161	3240	41	158	32143	27	169	3280	40	20	321	41
-----	------	-------	-------	-----	------	-------	-----	------	----	-----	-------	----	-----	------	----	----	-----	----

157	10152	4	42.02	153	10000	4	42.02	102	10000	4	42.02	103	10000	4	42.02	100	10000	4	42.02	104	10000	4	42.02	7	10000	4	42.02	101	10000	4	42.02
-----	-------	---	-------	-----	-------	---	-------	-----	-------	---	-------	-----	-------	---	-------	-----	-------	---	-------	-----	-------	---	-------	---	-------	---	-------	-----	-------	---	-------

178	3480	40	38	175	3480	40	38	189	3480	40	38	180	3480	40	38	159	3480	40	38	227	3480	40	38	181	3480	40	38	209	3480	40	38	279	3480	40	38	182	3480	40	38
179	3480	40	38	175	3480	40	38	189	3480	40	38	180	3480	40	38	159	3480	40	38	227	3480	40	38	181	3480	40	38	209	3480	40	38	279	3480	40	38	182	3480	40	38

181	3480	40	38	182	3480	40	38	183	3480	40	38	184	3480	40	38	185	3480	40	38	186	3480	40	38	187	3480	40	38	188	3480	40	38	189	3480	40	38	190	3480	40	38
-----	------	----	----	-----	------	----	----	-----	------	----	----	-----	------	----	----	-----	------	----	----	-----	------	----	----	-----	------	----	----	-----	------	----	----	-----	------	----	----	-----	------	----	----

118	32140	40.59	41.23	119	5582	81.82	160	3000	82.35	162	3998	49.87	163	3000	82.35	164	3000	82.35	165	3000	82.35	166	3000	82.35	167	15514	56.81	27.02	168	3000	82.35	169	3000	82.35	170	3000	82.35
-----	-------	-------	-------	-----	------	-------	-----	------	-------	-----	------	-------	-----	------	-------	-----	------	-------	-----	------	-------	-----	------	-------	-----	-------	-------	-------	-----	------	-------	-----	------	-------	-----	------	-------

SALISBURY ST

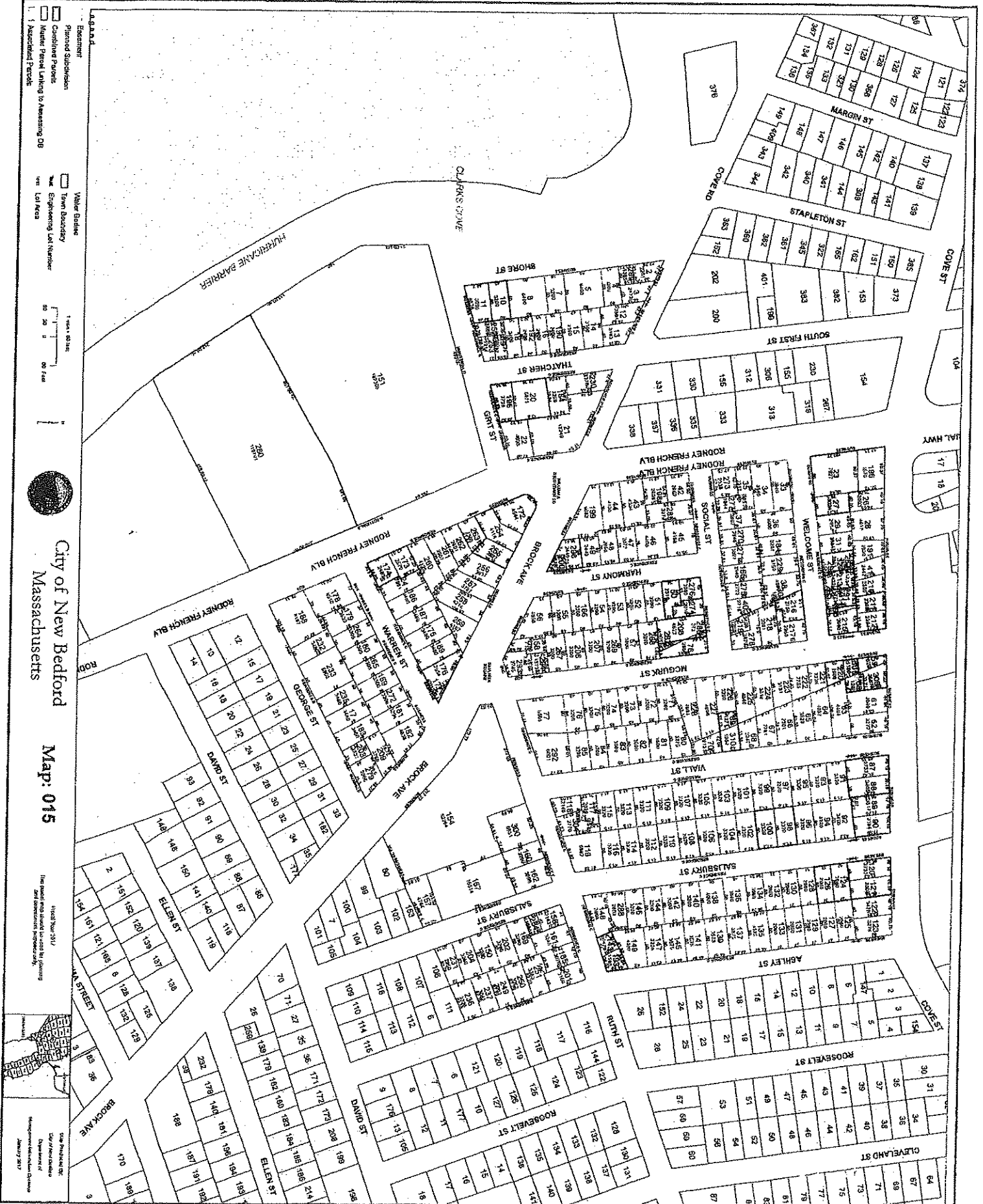
BROCK AVE

WARREN ST

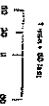
ST

SAULNIER SQUARE

154
5532364



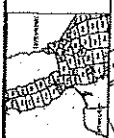
- Proposed Subdivision
- Conditional Plots
- Master Parcel Linking to Assessing DB
- Assessed Parcel
- Water Outline
- Town Boundary
- Engineering Lot Number
- Lot Area



City of New Bedford
Massachusetts

Map: 015

Revised Nov. 2011
The Board may further amend the zoning
and subdivision regulations.



Map Produced by:
City of Bedford
Department of
Planning & Development
January 2012