City of New Bedford

OFFICE OF THE CITY SOLICITOR

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THOMAS J. MATHIEU
ELIZABETH TREADUP PIO
Associate City Solicitors

June 22, 2018

City Council President Linda M. Morad
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

Dear Council President Morad and Honorable Members of the City Council:

Pursuant to your May 24, 2018 Order, I am enclosing for your review and approval a draft purchase and sales agreement between the City of New Bedford and Peacefully at Home Wellness and Healthcare, Inc. for the purchase of land for the South End Public Safety Center. The seller has agreed to the terms in this draft agreement.

Thank you very much for your consideration.

Sincerely,

Mikaela A. McDermott

Mikaela A. McDermott
City Solicitor

IN CITY COUNCIL, June 28, 2018
Referred to the Committee on City Property. Dennis W. Farias, City Clerk

a true copy, attest:

Dennis W. Farias

City Clerk

COPY

PURCHASE AND SALE AGREEMENT
(COMMERCIAL PROPERTY)

This Agreement is dated as of the _____ day of June 2018.

1. **PARTIES.** **PEACEFULLY AT HOME WELLNESS AND HEALTHCARE, INC.**, a Massachusetts non-profit corporation, having a principal office address of 890 Brock Avenue, New Bedford, Massachusetts 02744, (hereinafter called the **SELLER**), agrees to sell, and the **CITY OF NEW BEDFORD**, a Municipal corporation in the Commonwealth of Massachusetts, acting by and through its Mayor, with offices at 133 William Street, New Bedford, Massachusetts, 02740 (hereinafter called the **BUYER**), agrees to buy, upon the terms hereinafter set forth, the Premises as defined below.

2. **DESCRIPTION.** The land, with all buildings, structures and improvements thereon located at **890 Brock Avenue, New Bedford, Bristol County, Massachusetts 02744** (New Bedford Assessors Map 15, Lot 154), as more particularly described in a deed dated February 24, 2016 and recorded in the Bristol County (S.D.) Registry of Deeds in Book 11615, Page 99, containing 53,264 S.F. and being shown as LOT 2 on Plan Book 161, Page 25, copies of which are attached hereto as **Exhibit "A" and "A-1"** and incorporated herein by reference. (hereinafter called the "PREMISES").

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of the Premises are the buildings, structures, and improvements thereon and used in connection therewith. Excepting the personal property of the **BUYER** as set forth on **Exhibit "B"** attached hereto and incorporated herein by reference.

4. **TITLE DEED.** The 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 **SELLER** at least seven (7) days before the deed is to be delivered as herein provided, which deed shall convey a good and clear record, marketable and insurable title thereto, free from encumbrances, except:

   (a) Provisions of existing building and zoning laws;

   (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;

   (c) Any liens for municipal betterments assessed after the date of this Agreement; and

   (d) All easements, restrictions and reservations of record to the extent the same do not interfere with the proposed use of the Premises as a Public Safety facility.

5. **PLANS.** If the deed refers to a plan necessary to be recorded therewith, **SELLER** shall deliver such plan with the deed in form adequate for recording or registration.

6. **PURCHASE PRICE.** The agreed purchase price for the Premises is **ONE MILLION EIGHTY-NINE THOUSAND and 00/100 ($1,089,000.00) DOLLARS**, payable as follows:

$ 100.00 is paid herewith as a deposit;
$1,088,900.00 is to be paid at the time of the delivery of the Deed by certified, Treasurer's or Attorney's IOLTA check.
$1,089,000.00 TOTAL

7. **TIME FOR PERFORMANCE/DELIVERY OF DEED.** The deed is to be delivered and the closing is to take place on or before August 30, 2018, at 10:00 a.m. (the "Closing Date"), at the City of New Bedford, Office of the City Solicitor, 133 William Street, Room 203, New Bedford, Massachusetts 02740, or at such other location as shall be mutually agreeable to the parties. IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.

8. **POSSESSION AND CONDITION OF THE PREMISES.** Full possession of the Premises, is to be delivered at the time of the delivery of the deed, the Premises to be (a) then in the same condition as they now are, reasonable use and wear thereof excepted; (b) in compliance with the provisions of any instrument referred to in Section 4 hereof; and (c) not in violation of any building or zoning laws. **BUYER** shall be entitled to an inspection of the premises prior to the delivery of the deed in order to determine whether their condition complies with the terms hereof.

9. **EXTENSION TO PERFECT TITLE OR MAKE THE 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 Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days to allow the **SELLER** to undertake such efforts.

10. **FAILURE TO PERFECT TITLE OR MAKE THE PREMISES CONFORM.** If at any point during such 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, then any payments made under this Agreement shall be forthwith refunded, except as provided for herein, and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. **BUYER'S ELECTION TO ACCEPT TITLE.** BUYER shall have the election, at either the original or during any extended time for performance, to accept such title as SELLER can deliver to the Premises in their then condition and to pay the purchase price without deduction (except as otherwise provided herein), in which case SELLER shall convey such title.

12. **ACCEPTANCE OF DEED.** The acceptance of a deed by BUYER or its 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 the deed.

13. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable SELLER to make conveyance as herein provided or to cause the condition of the Premises to conform to the provisions hereof, SELLER shall, 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 or to cause the condition of the Premises to conform to the provisions hereof, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or within a reasonable time thereafter in accordance with local customs.

14. **INSURANCE.** Until the delivery of the deed, SELLER shall continue to maintain the insurance that is currently in effect with respect to the Premises.

15. **RISK OF LOSS.** .Notwithstanding anything to the contrary contained within this Agreement, in the event of a fire or other casualty (occurring anytime after the date of this Agreement) causing damage to the premises, then, at the sole and absolute option of the BUYER, he may cancel this Agreement, without recourse to the parties, at which time the same shall become null and void, and, all deposits held hereunder shall be returned to the BUYER.

16. **ADJUSTMENTS.** Real estate taxes, outstanding water and sewer charges, fuel value and other items 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 BUYER at the time of delivery of the deed. Taxes for the then current fiscal year shall be adjusted in accordance with M.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.

17. **BROKERAGE WARRANTY.** The parties hereby agree that no real estate brokers are involved in this transaction and both parties hereby agree to indemnify and save harmless the other party from and against all claims for commissions, broker's fees/finder's fees made by any person actually retained by such party or with whom such party has dealt in connection with said property or this transaction. The provisions of this paragraph shall survive delivery of the deed.

18. **DEPOSIT.** The Deposit shall be held in escrow by the BUYER (as "Escrow Agent") subject to the terms and conditions of this Agreement and shall be duly accounted for on the Closing Date. If any dispute arises between the parties as to whether or not the Escrow Agent is obligated to deliver the deposit, the Escrow Agent is not obligated to make any delivery, but may hold the funds until receipt of a written authorization signed by all persons having an interest in the dispute, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent may hold the funds until the rights of the parties have been finally determined in an appropriate proceeding from a court of competent jurisdiction.

19. **TITLE STANDARDS.** Any matter of practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent possible. Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time of the delivery of the deed shall be governed by said title standard to the extent applicable.

20. **BUYER DEFAULT, DAMAGES** The parties have agreed that in the event of default by **BUYER** hereunder, the precise amount of damages suffered by **SELLER** will not be readily ascertained and, accordingly, that if **BUYER** shall fail to fulfill **BUYERS'** agreements hereunder, the **SELLER** shall be entitled to retain all deposits as liquidated damages, and this Agreement shall be null and void.

21. **AFFIDAVITS/CERTIFICATES.** 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 Service 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.

22. **BUYER INSPECTION RIGHTS.** **BUYER** or **BUYER'S** representatives,

consultants, engineers, and/or agents 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 demolition of the existing building and construction of a new building including but not limited to the following due diligence: building, structural, mechanical, electrical, zoning compliance, environmental, plumbing and anticipated build-out requirements 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.

If the results of any such test or **BUYER'S** other engineering, architectural or other examinations concerning the property are unsatisfactory to **BUYER**, in **BUYER'S** sole and absolute discretion, then **BUYER** may terminate this Agreement by providing written notice of such unsatisfactory results to the **SELLER**, by **July 30, 2018**, whereupon this Agreement shall be terminated without further recourse to either party and the deposit shall be forthwith refunded to the **BUYER**.

23. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY.** If **SELLER** or **BUYER** execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither **SELLER** nor **BUYER** so executing, nor any trustee, shareholder or beneficiary of any trust, partner of any partnership or member of any limited liability corporation shall be personally liable for any obligation, expressed or implied, hereunder.

24. OTHER WARRANTIES AND REPRESENTATIONS. BUYER and SELLER agree that they have incorporated in this Agreement their entire understanding and that no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. BUYER agrees that BUYER is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the Premises or any part thereof for any purposes made by any person, other than those representations expressly set forth in this Agreement or in other documents expressly made a part hereof.

25. CONSTRUCTION OF AGREEMENT. This instrument, executed in triplicate 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 my be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. 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.

26. NOTICES. All notices and other communications or deliveries that are required or permitted to be given hereunder shall be given in writing, by facsimile transmission with a copy following in the United States mail, or be registered or certified mail, return receipt requested, or by generally recognized overnight delivery, or by hand and if intended for BUYER, addressed to them at the address set forth above:

With a copy to:

City of New Bedford
Office of the City Solicitor
133 William Street
New Bedford, MA 02740

If intended for SELLER, addressed to it at the address set forth above, or to such other address established by like notice.

With a copy to:

All such notices and communications shall be effective when so deposited in the United States mail or with such overnight delivery carrier, provided that the same are received in the ordinary course at the address to which the same are mailed or sent pursuant to the foregoing.

27. TITLE. It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of the Agreement unless:

i. All buildings, structures and improvements including but not limited to any driveways, garages and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entities.

ii. No building, structures or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;

iii. 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;

iv. The premises shall abut or have access to a public way which public way is duly laid out or accepted as such by the city or town in which said premises are located; and

v. The premises are equipped with all necessary utilities, including without implied limitation municipal water and sewer, electricity, wiring for telephone service, and the Premises are not in a flood zone.

28. ESCROW FUNDS. In the event of a disagreement relative to the disbursal of escrow funds as referenced in this Purchase and Sale Agreement, the escrow agent may retain all deposits made under this Agreement and distribute same upon instructions mutually agreed upon and given by the **SELLER** and **BUYER** or upon issuance of a final and binding judgment entered by a court of competent jurisdiction. A disagreement shall be defined as the lack of instructions mutually given by all parties.

29. PRIOR MEMORANDUM OF THE PARTIES This Agreement supersedes any and all other agreements made prior hereto, including any memorandums or letters of intent dated prior by and between the **BUYER** and **SELLER** with respect to the transaction contemplated hereby which is hereby superseded and made void and without recourse to the parties hereto.

30. LEGAL COUNSEL. **BUYER** and **SELLER** acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing this Purchase and Sale Agreement.

31. WARRANTIES AND REPRESENTATIONS. In order to induce BUYER to enter into this Agreement, SELLER warrants and represents to BUYER, effective as of the date of this Agreement and also effective as of the date of closing, that:

(a) There are no lawsuits, actions or proceedings pending or threatened in writing against or affecting the Premises.

(b) There are no outstanding violations of any environmental, building, health or other applicable local, state or federal laws, rules, ordinances, regulations, permits and requirements of public authorities having jurisdiction over the Premises, or any state of facts that could ripen into any such violations;

(c) No work has been performed on the Premises which would give rise to the filing of a mechanic's lien, nor will there be any such lien filed against the Premises for work performed or goods or services provided to, on behalf of or with the consent of SELLER between the date hereof and the closing date;

(d) 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;

(e) 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;

(f) 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;

(g) 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;

(h) 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;

(j) **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

(k) 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.

32. **FOREIGN PERSON.** **SELLER** hereby warrants and represents to **BUYER** that **SELLER** is not a "foreign person" as defined by the Internal Revenue Code, Section 1445, and agrees to execute and deliver to **BUYER** at closing, an affidavit or certificate in compliance with Section 1445 (b) (2) and the applicable regulations thereunder.

33. ACCESS. The **BUYER** shall have continuing access to the premises at reasonable times and upon reasonable notice for inspections, arranging financing, measurements and other reasonable purposes.

34. PERMITS/LICENSES, ETC. CONTINGENCY This Agreement is subject to and contingent upon our client receiving and/or obtaining all necessary local, state and/or federal approvals, permits and licenses which allow for the use of the property for a Public Safety Facility. In the event that the **BUYER** is unable to obtain said approvals, after the expiration of all appeal periods, by July 30, 2018, then the **BUYER** shall have the option to terminate the Agreement by written notice to the **SELLER**, said notice to be dated on or before said date, and the deposit shall be forthwith refunded to the **BUYER**.

35. SELLER COOPERATION. **SELLER** agrees to cooperate in a reasonable manner with the **BUYERS'** efforts to obtain any necessary approvals, permits, etc., including the execution of any reasonably requested application, petition or document.

36. UNDERGROUND STORAGE TANKS: The SELLER hereby warrants and covenants, to the best of his knowledge and belief, that there are no underground storage tank (UST) located on the property and agree to hold the BUYER harmless from the existence of same. This clause shall survive delivery of the Deed.

37. 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.

38. 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.7C, §38, 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.7C, §38;

(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 and SELLER'S title to the Premises and be satisfied with the condition thereof, in its sole and absolute discretion; and

(f) 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 July 30, 2018, **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 September 30, 2018, 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 (7) days written notice of the new closing date.

(g) In the event any of provisions 38 (a) through (f) are not met, at the option of the **BUYER**, the deposit shall be forthwith refunded to the **BUYER** and this Agreement shall be null and void the parties having no further recourse hereunder.

39. **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.

40. **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.

41. **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.

42. **Seller Corporate Deliveries**

This Agreement is also made subject to the following additional provisions:

(a) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Office of the Secretary of State, prior to closing, in recordable form.

(b) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Department of Revenue, prior to closing, in recordable form.

(c) The **SELLER** agrees to provide the **BUYER** with a Corporate Excise Tax Waiver, prior to closing, in recordable from.

SEE NEXT PAGE FOR SIGNATURES

THIS AGREEMENT IS EXECUTED AS A SEALED INSTRUMENT AS OF THE DAY AND DATE SET FORTH ABOVE.

SELLER:
Peacefully at Home Wellness & Healthcare, Inc.

_____
Witness

_____
Ahmet F. Dirican, President

_____
Witness

_____
Beverly Bizzarro, Treasurer

BUYER:
City of New Bedford acting by and through its Mayor,

_____
Witness

_____
Jonathan F. Mitchell, Mayor

ESCROW AGENT:

_____

Approved as to form:

By: _____
Mikaela A. McDermott
City Solicitor

EXHIBIT "B"

ADDENDUM TO EXHIBIT A

1. AIR ORGAN IN THE FORMER ST. ANNE'S CHURCH; SOME PEWS & SOME LIGHT FIXTURES
2. PERSONAL PROPERTIES (ATTACHED/UNATTACHED TO BUILDINGS: SUCH AS A/C UNITS, CONDENSERS, SPACE HEATERS, SOME DOORWAY FIXTURES/RELIEFS/MOLDINGS, CABINETRIES)
3. MEDICAL PRACTICE PROPERTIES (ATTACHED/UNATTACHED TO BUILDINGS: SUCH AS CABINETRIES, DESKS, TV UNITS, TELECOMMUNICATION UNITS, SIGNAGE REQUIRED BY THE MEDICAL ESTABLISHMENT)

EXHIBIT "A"

BK 11615 PG 99
02/24/16 03:05 DOC. 4135
Bristol Co. S.D.

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:

890-936 Brock Ave. New Bedford MA

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 miming 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

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

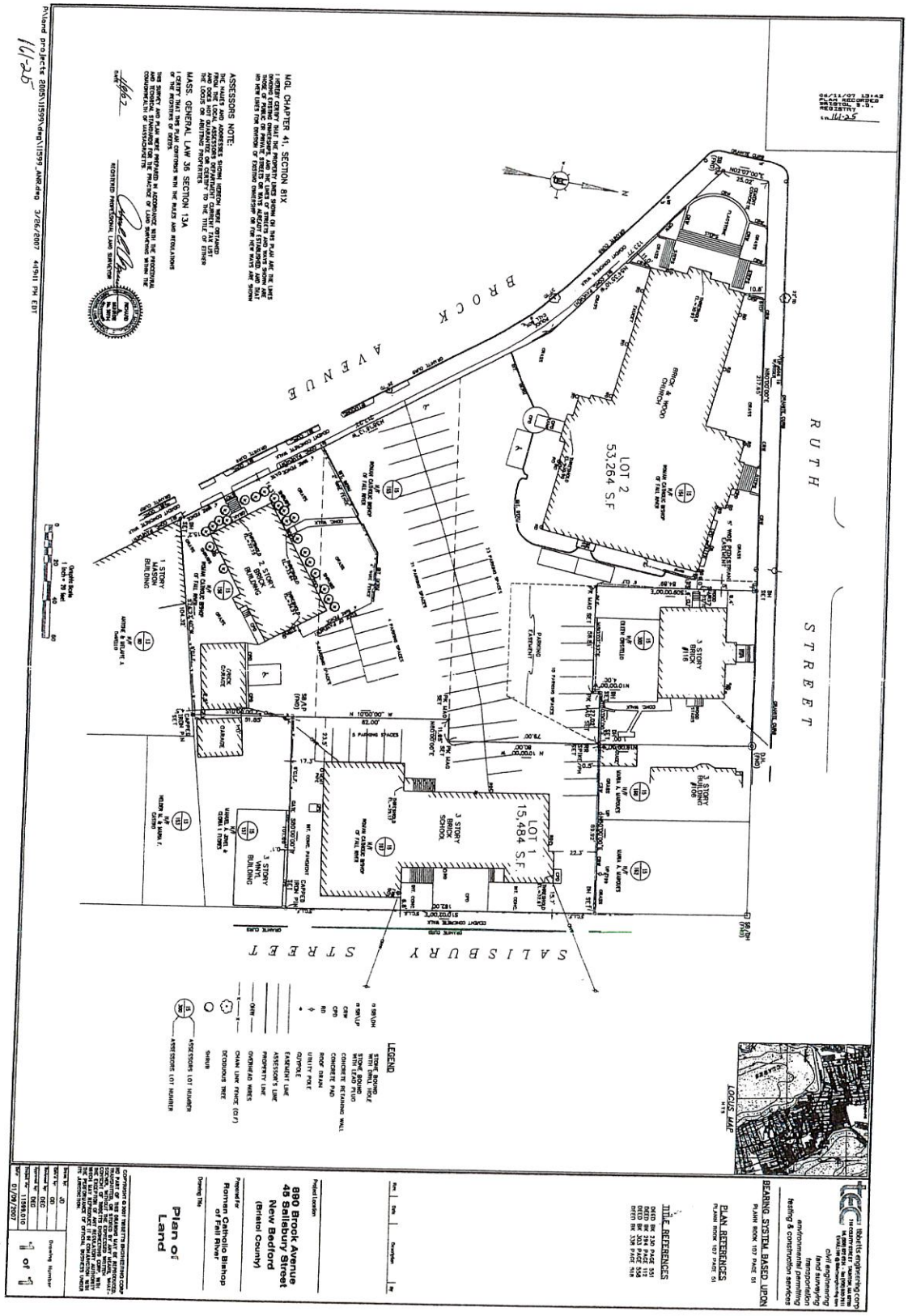
Bristol, ss:

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 S81534754, 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.

MAEGANN L. RODRIGUES
Notary Public Commonwealth of Massachusetts
My Commission Expires April 27, 2018

Notary Public
My Commission expires:

EXHIBIT "A-1"


BROCK AVENUE
RUTH STREET
SALISBURY STREET
LOT 2
53,264 S.F.
LOT 1
15,484 S.F.
BRICK & WOOD CHURCH
3 STORY BRICK
3 STORY BUILDING
3 STORY BRICK SCHOOL
3 STORY VINYL BUILDING
1 STORY MASON BUILDING
2 STORY BUILDING
LOCUS MAP
BEARING SYSTEM BASED UPON
PLAN REFERENCES
TITLE REFERENCES
LEGEND
Project Location
890 Brock Avenue
45 Salisbury Street
New Bedford
(Bristol County)
Prepared for
Roman Catholic Bishop
of Fall River
Drawing Title
Plan of
Land
Drawing Number
1 of 1
Date: 01/26/2007