



New Bedford, Massachusetts Motor Vehicle Special Permit APPLICATION

The undersigned petitions the City Council to grant a **SPECIAL PERMIT** in the manner and for the reasons hereinafter set forth under the provisions of the Zoning Ordinance to the following described premises:

DATE: 3/2/20

Type of service to be provided:

Sales and/or Rentals Body Repair General Repair Light Service

Owner/Landlord Information:

<u>CC + C of New Bedford</u>	<u>Plumbers' Supply Company</u>
Full Legal Name	Company Name (if applicable)
<u>922 Flaherty Drive</u>	<u>New Bedford, MA 02745</u>
Address	City, State, Zip
<u>508-985-4966</u>	<u>bjones@plumberssupplyco.com</u>
Phone Number	Email Address

OTHER Owner/Landlord Information: (if applicable)

Lessee Information: (if different from above)

<u>Matthew F. Braccia</u>	<u>Amerco Real Estate Company</u>
Full Legal Name	Company Name
<u>2727 North Central Avenue</u>	<u>Phoenix, AZ 85004</u>
Address	City, State, Zip
<u>602-263-6555 x515101</u>	<u>matt_braccia@uhaul.com</u>
Phone Number	Email Address

OTHER Lessee Information: (if applicable)

Location Information:

Address of Premises: 429 Church Street 02745
Street Number & Name Zip Code

Assessor's Plot: 114 3
Plot # Lot # Book # Page #

Lot Dimensions: 687.84 FT 438.18 FT 297,513
Frontage Depth Area in Sq. Ft.

Zoning District(s) in which premises are located: IB (Industrial B)

Premises in present ownership since: (date of purchase) 12.12.2019

Present use of premises: Vacant

Number of buildings on Lot: 1 Size of existing building(s): Approximately 84,785 S.F.

Number of cars on premises at any given time: 5-7

Number of people on premises at any given time: 5

Size of proposed buildings (if applicable): _____

Extent of proposed alterations (if applicable): An adaptive reuse of the existing building and site is proposed, by converting the existing into a U-Haul Moving and Storage Store. Our uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales.

Have plans been submitted to the Department of Inspectional Services? Yes
(Recorded Plans, accurately scaled as required by DIS, must be included with this application)

Has the Department of Inspectional Services Commissioner refused to issue a permit? Yes

If so, the reason: Special Permit required - City Council.

Signature Page:

A non-refundable filing fee is required when submitting the application, payable by cash, check or money order made payable to the City of New Bedford. The filing fee is non-refundable regardless of whether or not the petition is granted.

The FEE SCHEDULE as of January 2018:

Up to 10,000 square feet - \$700
10,001 - 20,000 square feet - \$800
20,001 - 30,000 square feet - \$900

If the petition is granted, the permission is specific to the plans submitted, unless the City Council states otherwise.


By signing this application, the Petitioner is stating that they have read and understand this application and the accompanying instructions and information. If granted, the Special Permit needs to be recorded and acted on within one year or the application process must begin again with a new, non-refundable fee.

I have read and understand this application and the accompanying instructions and information.

Respectfully submitted:

Owner Signature: 
(Must be the signature of the current owner on record.)

Date: 3/12/20

Lessee Signature: 
(If the Lessee is a corporation, we must have a letter authorizing this person to sign on the corporation's behalf, on company letterhead.)

Date: 3/17/20

Representative Signature: _____
(Although not a requirement for submission, you may wish to contact an attorney to assist you with the application process.)

Date: _____

OTHER Owner Signature: _____

Date: _____

OTHER Lessee Signature: _____

Date: _____



City of New Bedford
REQUEST for a CERTIFIED ABUTTERS LIST

This information is needed so that an official abutters list as required by MA General Law may be created and used in notifying abutters. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

SUBJECT PROPERTY	
MAP #	114
LOT(S)#	3
ADDRESS: 429 Church St., New Bedford, MA 02745	
OWNER INFORMATION	
NAME: CC+C of New Bedford Nominee Trust	
MAILING ADDRESS: 922 Flaherty Drive, New Bedford, MA 02745	
APPLICANT/CONTACT PERSON INFORMATION	
NAME (IF DIFFERENT): Stoyan Kovachev	
MAILING ADDRESS (IF DIFFERENT): 403 Bedford St., Abington, MA 02351	
TELEPHONE #	339-987-1029
EMAIL ADDRESS:	stoyan_kovachev@uhaul.com
REASON FOR THIS REQUEST: Check appropriate	
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPLICATION
<input type="checkbox"/>	PLANNING BOARD APPLICATION
<input type="checkbox"/>	CONSERVATION COMMISSION APPLICATION
<input type="checkbox"/>	LICENSING BOARD APPLICATION
<input checked="" type="checkbox"/>	OTHER (Please explain): Special Permit Application for City Council.

Once obtained, the Certified List of Abutters must be attached to this Certification Letter.

Submit this form to the Planning Division Room 303 in City Hall, 133 William Street. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

Official Use Only:

As Administrative Assistant to the City of New Bedford's Board of Assessors, I do hereby certify that the names and addresses as identified on the attached "abutters list" are duly recorded and appear on the most recent tax.

Michael J. Motta

Printed Name

Michael Motta

Signature

4/9/2020

Date

Digitally signed by Michael Motta
 DN: cn=Michael Motta, o=City of New Bedford, MA,
 ou=Assessor's Office, email=Michael.Motta@newbedford-
 MA.gov, c=US
 Date: 2020.04.09 10:16:12 -0400

Amount Due \$9.00
 Date Paid 4/9/2020
 Confirmation Number 6176835

April 6, 2020

Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 429 Church Street (Map: 114, Lot: 3). The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

Please note that multiple listed properties with identical owner name and mailing address shall be considered duplicates and shall require only 1 mailing. Additionally, City of New Bedford-Owned properties shall not require mailed notice.

Parcel	Location	Owner and Mailing Address
114-5	460 CHURCH ST	RIoux ROGER H, RIOUX MICHELLE A 460 CHURCH ST NEW BEDFORD, MA 02745
114-3	429 CHURCH ST	JONES J THOMAS "TRUSTEE", JONES KEVIN J "TRUSTEE" P O BOX 51687 NEW BEDFORD, MA 02745
114-325	475 CHURCH ST	475 CHURCH STREET LLC, 268 DEXTER ROAD ST ALBANS, ME 04971
123-43	950 KINGS HWY	CEDAR-FIELDSTONE,LLC, C/O CEDAR REALTY TRUST INC 44 SOUTH BAYLES AVE STE 304 PORT WASHINGTON, NY 11050
114-13	474 CHURCH ST	DEMOURA MARIA P, DEMOURA JOSE 1083 MARLBORO STREET NEW BEDFORD, MA 02745
114-1	RIGHT OF WAY	PENN CENTRAL CO, CONSOLIDATED RAIL CORP 500 WATER STREET DEPT J910 JACKSONVILLE, FL 32202
107-2	25 KING ST	PROACTIVE PHILANTHROPY INC, P O BOX 675 MARSHFIELD, MA 02050
123-37	RAILROAD	KALISZ TEDDY M, 404 NASH ROAD NEW BEDFORD, MA 02746
109-1	RIGHT OF WAY	PENN CENTRAL CO, CONSOLIDATED RAIL CORP 500 WATER STREET DEPT J910 JACKSONVILLE, FL 32202
113-1	RIGHT OF WAY	PENN CENTRAL CO, CONSOLIDATED RAIL CORP 500 WATER STREET DEPT J910 JACKSONVILLE, FL 32202
123-35	ROUTE 140	FIELDSTONE ACRESS LLC, C/O ELIAS PATOUCHERS 1 LAKESHORE CENTER BRIDGEWATER, MA 02324
113-443	125 CARLISLE ST	JASON KEVIN PAUL, 125 CARLISLE ST NEW BEDFORD, MA 02745
114-158	406 CHURCH ST	SANTOS DENISE A, 406 CHURCH ST NEW BEDFORD, MA 02745

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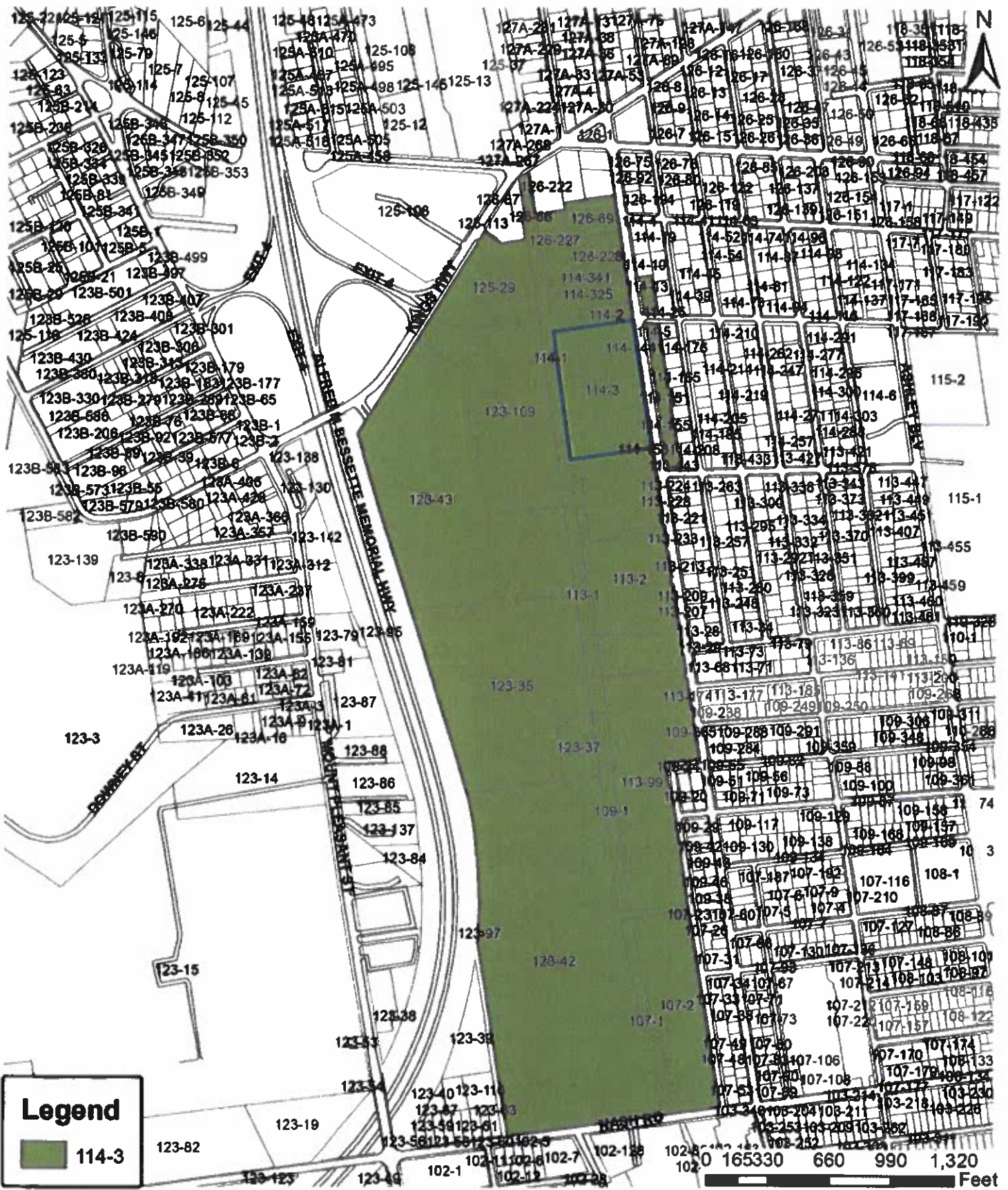
Parcel	Location	Owner and Mailing Address
123-109	1024 KINGS HWY	CEDAR-KINGS LLC, C/O CEDAR REALTY TRUST INC 44 SOUTH BAYLES AVE STE 304 PORT WASHINGTON, NY 11050
114-151	428 CHURCH ST	PETERS RONALD, 428 CHURCH ST NEW BEDFORD, MA 02745
126-69	507 CHURCH ST	BRODEUR FAMILY LIMITED PARTNERSHIP (THE), 513 CHURCH STREET NEW BEDFORD, MA 02745-5106
126-228	495 CHURCH ST	BRODEUR FAMILY LIMITED PARTNERSHIP (THE), 513 CHURCH STREET NEW BEDFORD, MA 02745-5106
114-2	469 CHURCH ST	COMMONWEALTH ELECTRIC CO, C/O PROPERTY TAX DEPARTMENT P O BOX 270 HARTFORD, CT 06141
114-341	CHURCH ST	SURPRENANT CHARLES E, 268 DEXTER ROAD ST ALBANS, ME 04971
126-68	RIGHT OF WAY	PENN CENTRAL CO, CONSOLIDATED RAIL CORP 500 NWATER STREET DEPT J910 JACKSONVILLE, FL 32202
125-29	1080 KINGS HWY	CEDAR-KINGS LLC, C/O CEDAR REALTY TRUST INC 44 SOUTH BAYLES AVE STE 304 PORT WASHINGTON, NY 11050
126-227	507 CHURCH ST	BRODEUR FAMILY LIMITED PARTNERSHIP (THE), 513 CHURCH STREET NEW BEDFORD, MA 02745-5106
113-3	321 CHURCH ST	NASH POND BUSINESS PARK LLC 404 NASH ROAD NEW BEDFORD, MA 02746
113-475	387 CHURCH ST	BRK I LLC 31100 TELEGRAPH RD SUITE 250 BINGHAM FARMS, MI 48025
114-157	412 CHURCH ST	BELLIVEAU KEITH 412 CHURCH STREET NEW BEDFORD, MA 02745
114-153	424 CHURCH ST	ESTEVEZ ELIAS R JR MONIZ GABRIELA L 424 CHURCH STREET BEW BEDFORD, MA 02745

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Parcel	Location	Owner and Mailing Address
107-1	RIGHT OF WAY	PENN CENTRAL CO, CONSOLIDATED RAIL CORP 500 WATER STREET DEPT J910 JACKSONVILLE, FL 32202
113-2	355 CHURCH ST	355 CHURCH STREET LIMITED, PARTNERSHIP - C/O MJB CORP P O BOX 63100 NEW BEDFORD, MA 02746-0899
113-99	117 KING ST	CMC NEW BEDFORD, INC, C/O GARMENT EXPRESS 117 KING STREET NEW BEDFORD, MA 02745
114-144	450 CHURCH ST	BOTELHO ANTONIO, SILVA MARIA D 450 CHURCH STREET NEW BEDFORD, MA 02745
114-146	440 CHURCH ST	VELOSO DIONISIO, VELOSO DOVALINA 440 CHURCH STREET NEW BEDFORD, MA 02745
114-149	436 CHURCH ST	GUZMAN JAIME E, GUZMAN CARMINDA B 436 CHURCH STREET NEW BEDFORD, MA 02745
114-155	418 CHURCH ST	MOURAO MICHAEL A, MOURAO CHARLENE B 418 CHURCH ST NEW BEDFORD, MA 02745
114-16	393 BROOKLAWN AVE	BURNETT PRESLEY A, BURNETT BETHANY J 393 BROOKLAWN AVE NEW BEDFORD, MA 02745
123-42	NASH RD	REVERE COPPER PRODUCTS, INC 24 NO. FRONT ST NEW BEDFORD, MA 02740



City of New Bedford, Massachusetts
Department of City Planning

Parcel within 300FT



LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into as of January 2, 2020, and is between J. Thomas Jones and Kevin J. Jones, Trustees of CC&C of New Bedford Nominee Trust ("Lessor") and Amerco Real Estate Company, a Nevada corporation ("Lessee").

RECITALS

WHEREAS, pursuant to a Purchase and Sale Agreement dated as of December 12, 2019 (the "PSA"), Lessee (or an affiliate of Lessee) is under contract with Lessor to purchase certain real property and improvements thereon known by street address as 429 Church Street, New Bedford, Massachusetts (the "Property").

WHEREAS, as a condition of the PSA, Lessor has agreed to lease to Lessee, on a month-to-month basis throughout the feasibility period set forth in the PSA, one office, being the first office on the right after the main front entrance to the building, together with the right to use, in common with Lessor and its affiliates, employees, agents and invitees, one restroom within the building which shall be designated by Lessor prior to the commencement of this lease and the right to use not more than two (2) parking spaces in the parking lot which is part of the Property (the "Leased Premises") for the parking of passenger vehicles.

WHEREAS, Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases same from Lessor, upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, and agreements set forth herein, Lessor and Lessee do covenant, promise, and agree as follows:

1. **PREMISES:** Upon the terms and conditions set forth herein, Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases same from Lessor.
2. **USE:** Lessee hereby accepts the Leased Premises for general office purposes only subject to applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Leased Premises.
3. **MONTH-TO-MONTH** This Lease shall be month-to-month, and shall commence on January 2, 2020 and, subject to earlier termination as otherwise provided herein, shall automatically terminate upon the earlier of (a) the termination of the PSA and (b) the Closing (as defined in the PSA).
4. **RENT:** Lessee shall pay to Lessor as rent for the Leased Premises equal monthly installments of One Dollar (\$1.00), due on the date hereof and each month thereafter throughout the term.
5. **SECURITY DEPOSIT:** None.
6. **UTILITIES:** Lessee shall pay for all water, gas, heat, light, power, and telephone services applied to the Premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion based on the square footage occupied by Lessee, such proportion to be determined in the sole discretion of Lessor.


7. MAINTANANCE, REPAIRS, ALTERATIONS Lessee, at Lessee's sole expense, shall keep the Leased Premises in good condition and repair, as appropriate.
8. INSURANCE: Lessor's and Lessee's respective insurance obligations throughout the Lease term are as set forth in the PSA.
9. INDEMNITY: The parties' respective indemnification obligations are as set forth in the PSA.
10. ASSIGNMENT, SUBLETTING: Lessee shall not assign or sublease this Lease or the Leased Premises without the prior written consent of Lessor.
11. TERMINATION: This Lease can be terminated by either party, by providing a thirty (30) day written termination notice to the other party.
12. ENTRY: Lessor (including its representatives), upon reasonable advance telephone or email notice to Lessee (except in the case of emergency when no notice shall be required), shall have the right to enter the Leased Premises at all reasonable times to inspect and examine the Leased Premises and to make alterations necessary for the preservation thereof.
13. NOTICES. Any notice to a party hereto shall be provided in the manner and at the addresses or other applicable contact information as set forth in the PSA.

IN WITNESS WHEREOF, the undersigned execute this Lease as of the date as set forth above.

Lessor:

CC&C of New Bedford Nominee Trust


By: J. Thomas Jones, Trustee


By: Kevin J. Jones, Trustee

Lessee:

Amerco Real Estate Company

By: Matthew F. Braccia
Its: President

7. MAINTANANCE, REPAIRS, ALTERATIONS Lessee, at Lessee's sole expense, shall keep the Leased Premises in good condition and repair, as appropriate.

8. INSURANCE: Lessor's and Lessee's respective insurance obligations throughout the Lease term are as set forth in the PSA.

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10. ASSIGNMENT, SUBLETTING: Lessee shall not assign or sublease this Lease or the Leased Premises without the prior written consent of Lessor.

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IN WITNESS WHEREOF, the undersigned execute this Lease as of the date as set forth above.

Lessor:

CC&C of New Bedford Nominee Trust

By: J. Thomas Jones, Trustee

By: Kevin J. Jones, Trustee

Lessee:

Amerco Real Estate Company

By: Matthew F. Braccia

Its: President

IX. HOMEOWNER LICENSE EXEMPTION

Supplement #1

The current exemption for "homeowner" was extended to include owner-occupied dwellings of two units or less and to allow such homeowners to engage an individual for hire who does not possess a license, provided that the owner acts as supervisor. (State Building Code Section 110.5)

DEFINITION OF HOMEOWNER:

Person(s) who own a parcel of land on which he/she resides or intends to reside, on which there is, or is intended to be, a one to two family dwelling, attached or detached structures accessory to such use and /or farm structures. A person who constructs more than one home in a two-year period shall not be considered a homeowner. Such "homeowner shall submit to the Building Official, on a form acceptable to the Building Official, that he/she shall be responsible for all such work performed under the building permit. (Section 110.5)

The undersigned "homeowner assumes responsibility for compliance with the State Building Code and other applicable codes, ordinance, rules and regulations, and will comply with the City of New Bedford Building Department minimum inspection procedures and requirements.

HOMEOWNERS SIGNATURE _____

X. CONSTRUCTION DEBRIS DISPOSAL

Supplement #2

In accordance with provisions of Massachusetts General Law C40, §84, debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by Massachusetts General Law C111, §150A

The debris will be disposed of in: Unknown at this time
(Location of Facility)

Signature of Permit Applicant _____ Date _____

XI. HOME IMPROVEMENT CONTRACTOR LAW AFFIDAVIT

(Residential Use Only) Supplement to Permit Application

Supplement #3

MGLc. 142A requires that the "reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, demolition, or construction of an addition to any pre-existing owner-occupied building containing at least one but not more than four dwelling units... or to structures which are adjacent to such residence of building" be conducted by registered contractors, with certain exceptions, along with other requirements.

Type of Work: U-haul Moving + STORAGE STORE Est. Cost _____

Address of Work: 429 Church St

Owner Name: _____ Date of Permit Application: _____

I hereby certify that: Registration is not required for the following reason(s):

_____ Work excluded by law _____ Job under \$1,000 _____ Building not owner-occupied _____ Owner obtaining own permit

Other (specify) _____

Notice is hereby given that: **OWNERS OBTAINING THEIR OWN PERMIT OR EMPLOYING UNREGISTERED CONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK DO NOT HAVE ACCESS TO THE ARBITRATION PROGRAM OF GUARANTY FUND UNDER MGLc. 142A.**

signed under penalties of perjury:

I hereby apply for a permit as the agent of the owner:

Date _____ Contractor Signature _____ Registration No. _____

Notwithstanding the above notice, I hereby apply for a permit as the owner of the above property:

Date _____ Owner Signature _____

XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONS

C. Building Permit Rejected SPECIAL Permit - City Council Fee _____
Reason For Rejection: SITE Plan Review - SPECIAL PERMIT Reduction in Parking Planning Board Permit # _____

Comments and Conditions: "SEE Attachments"

Signed [Signature] Date: 2/25 2020
Title Building Commissioner
Not valid unless signed (not stamped) by Building Commissioner



DEPARTMENT OF INSPECTIONAL SERVICES
133 WILLIAM STREET - ROOM 308
NEW BEDFORD, MA 02740

CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

New Bedford Comprehensive Zoning Code Review Code of Ordinances – Chapter-9

429 Church Street – PLOT: 114 – LOT: 3 – ZONED DISTRICT: IB

Site Plan Review and a Special Permit is Required from the Planning Board

Special Permit is Required from the City Council

Zoning Code Review as follows:

Site Plan Review

Planning Board

❖ **SECTIONS**

- 5400 – Site Plan Review
- 5410 – Purpose
- 5420 – Applicability
 - 5421. Any new industrial or commercial construction or expansion over two thousand (2,000) gross square feet or any new industrial or commercial construction or expansion requiring more than five (5) additional parking spaces
- 5430-5490B

Special Permit

Planning Board

❖ **SECTION**

- 3100 – Parking and Loading
- 3110 – Applicability
- 3120 – Special Permit
- 3130 – Table of Parking Loading Requirements – Appendix C
 - Businesses engaged in retail sale, rental, repair, servicing, storage and distribution of motor vehicles, trailers, campers, boats, furniture or building materials
- 5300-5390 – Special Permit

Special Permit

City Council

❖ **SECTION**

- 2200 – Use Regulations
- 2210 – General
- 2230 – Table of Principal Use Regulations – Appendix A
 - Commercial - #18 Motor vehicle sales and rental
- 5300-5390 – Special Permit



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

DEPARTMENT OF INSPECTIONAL SERVICES
133 WILLIAM STREET - ROOM 308
NEW BEDFORD, MA 02740

Parking Spaces Calculations

Building Use – Self-Storage Warehouse

Number of Parking Spaces Required

Number of Space required = $84,764\text{sf} \div 400\text{sf}/\text{Parking Space} = 211.91 = \underline{212} Parking Spaces$

Parking Spaces Provided = 50 Parking Spaces

Number of Parking Spaces Required for Relief = 162 Parking Spaces



City of New Bedford, Massachusetts
 Building Department
 Application for Plan Examination
 and Building Permit

FOR BUILDING DEPT. USE

DATE RECEIVED: _____
 RECEIVED BY: _____
 ISSUED BY: _____

IMPORTANT — COMPLETE ALL ITEMS — MARK BOXES WHERE APPLICABLE — PRINT

Permit No. _____
 Completion Date _____

(AT LOCATION) 429 Church St
 (NO) (STREET)
 BETWEEN Church St AND Brooklawn Ave
 (CROSS STREET) (CROSS STREET)
 PLOT _____ LOT _____ DISTRICT _____ ACCEPTED STREET _____
 PLANS FILED YES NO

II. TYPE AND COST OF BUILDING — all applicants complete parts A through D — PRINT

<p>A. TYPE OF IMPROVEMENT</p> <p>1 <input type="checkbox"/> New Building</p> <p>2 <input checked="" type="checkbox"/> Addition (If residential, enter number of new housing units added, if any, in Part D, 14)</p> <p>3 <input type="checkbox"/> Alteration (If residential, enter number of new housing units added, if any, in Part D, 14)</p> <p>4 <input type="checkbox"/> Repair, replacement</p> <p>5 <input type="checkbox"/> Demolition (If multifamily residential, enter number of units in building in Part D, 14, if non-residential, indicate most recent use checking D-18 - D-32)</p> <p>6 <input type="checkbox"/> Moving (relocation)</p> <p>7 <input type="checkbox"/> Foundation only</p>	<p>D1. PROPOSED USE — For demolition most recent use</p> <table border="0"> <tr> <td>Residential</td> <td>Nonresidential</td> </tr> <tr> <td>13 <input type="checkbox"/> One family</td> <td>19 <input type="checkbox"/> Amusement, recreational</td> </tr> <tr> <td>14 <input type="checkbox"/> Two or more family — Enter number of units _____</td> <td>20 <input type="checkbox"/> Church, other religious</td> </tr> <tr> <td>15 <input type="checkbox"/> Transient hotel, motel, or dormitory — Enter number of units _____</td> <td>21 <input checked="" type="checkbox"/> Industrial</td> </tr> <tr> <td>16 <input type="checkbox"/> Garage</td> <td>22 <input type="checkbox"/> Parking garage</td> </tr> <tr> <td>17 <input type="checkbox"/> Carport</td> <td>23 <input type="checkbox"/> Service station, repair garage</td> </tr> <tr> <td>18 <input type="checkbox"/> Other — Specify _____</td> <td>24 <input type="checkbox"/> Hospital, institutional</td> </tr> <tr> <td></td> <td>25 <input type="checkbox"/> Office, bank, professional</td> </tr> <tr> <td></td> <td>26 <input type="checkbox"/> Public utility</td> </tr> <tr> <td></td> <td>27 <input type="checkbox"/> School, library, other educational</td> </tr> <tr> <td></td> <td>28 <input type="checkbox"/> Stores, mercantile</td> </tr> <tr> <td></td> <td>29 <input type="checkbox"/> Banks, towers</td> </tr> <tr> <td></td> <td>30 <input type="checkbox"/> Funeral homes</td> </tr> <tr> <td></td> <td>31 <input type="checkbox"/> Food establishments</td> </tr> <tr> <td></td> <td>32 <input type="checkbox"/> Other — Specify _____</td> </tr> </table>	Residential	Nonresidential	13 <input type="checkbox"/> One family	19 <input type="checkbox"/> Amusement, recreational	14 <input type="checkbox"/> Two or more family — Enter number of units _____	20 <input type="checkbox"/> Church, other religious	15 <input type="checkbox"/> Transient hotel, motel, or dormitory — Enter number of units _____	21 <input checked="" type="checkbox"/> Industrial	16 <input type="checkbox"/> Garage	22 <input type="checkbox"/> Parking garage	17 <input type="checkbox"/> Carport	23 <input type="checkbox"/> Service station, repair garage	18 <input type="checkbox"/> Other — Specify _____	24 <input type="checkbox"/> Hospital, institutional		25 <input type="checkbox"/> Office, bank, professional		26 <input type="checkbox"/> Public utility		27 <input type="checkbox"/> School, library, other educational		28 <input type="checkbox"/> Stores, mercantile		29 <input type="checkbox"/> Banks, towers		30 <input type="checkbox"/> Funeral homes		31 <input type="checkbox"/> Food establishments		32 <input type="checkbox"/> Other — Specify _____
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	32 <input type="checkbox"/> Other — Specify _____																														
<p>B. OWNERSHIP</p> <p>8 <input checked="" type="checkbox"/> Private (individual, corporation, nonprofit institution, etc.)</p> <p>9 <input type="checkbox"/> Public (Federal, State, or local government)</p>	<p>D.2. Does this building contain asbestos?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes complete the following:</p> <p>Name & Address of Asbestos Removal Firm: _____</p>																														
<p>C. COST (Omit cents)</p> <p>10 Cost of construction\$ _____ To be installed but not included in the above cost</p> <p>a. Electrical _____</p> <p>b. Plumbing _____</p> <p>c. Heating, air conditioning _____</p> <p>d. Other (elevator, etc.) _____</p> <p>11. TOTAL VALUE OF CONSTRUCTION _____</p> <p>12. TOTAL ASSESSED BLDG. VALUE <u>Unknown</u></p>	<p>Submit copy of notification sent to DEOE and the State Dept. of Labor & Industries and results of air sample analysis after asbestos removal is completed.</p> <p>D.3. Non-residential — Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office building at industrial plant. If use of existing building is being changed, enter proposed use.</p> <p><u>U-Haul Moving and Storage Store - uses include self-storage, U-Haul truck share, and related retail sales.</u></p>																														

III. SELECTED CHARACTERISTICS OF BUILDING — For new buildings complete part E through I. For demolition, complete only parts G, H & I. For all others, (additions, alterations, repair, moving, foundation), complete E through I.

<p>E. PRINCIPAL TYPE OF FRAME</p> <p>33 <input checked="" type="checkbox"/> Masonry (wall bearing)</p> <p>34 <input type="checkbox"/> Wood frame</p> <p>35 <input type="checkbox"/> Structural steel</p> <p>36 <input type="checkbox"/> Reinforced concrete</p> <p>37 <input type="checkbox"/> Other — Specify _____</p>	<p>G. TYPE OF SEWAGE DISPOSAL</p> <p>43 <input checked="" type="checkbox"/> Public or private company</p> <p>44 <input type="checkbox"/> Private (septic tank, etc.)</p> <p>H. TYPE OF WATER SUPPLY</p> <p>45 <input checked="" type="checkbox"/> Public or private company</p> <p>46 <input type="checkbox"/> Private (well, cistern)</p>	<p>J. DIMENSIONS</p> <p>53 Number of stories <u>2</u></p> <p>54 Height <u>24'</u></p> <p>55 Total square feet of floor area, all floors based on exterior dimensions <u>84,660 SF</u></p> <p>56 Building length <u>437'</u></p> <p>57 Building width <u>240'</u></p> <p>58 Total sq. ft. of bldg. footprint <u>84,660 SF</u></p> <p>59 Front lot line width <u>665'</u></p> <p>60 Rear lot line width <u>678'</u></p> <p>61 Depth of lot <u>420'</u></p> <p>62 Total sq. ft. of lot size <u>283,642 SF</u></p> <p>63 % of lot occupied by bldg. (58-62) <u>29%</u></p> <p>64 Distance from lot line (front) <u>148'</u></p> <p>65 Distance from lot line (rear) <u>25'</u></p> <p>66 Distance from lot line (left) <u>17'</u></p> <p>67 Distance from lot line (right) <u>224'</u></p>
<p>F. PRINCIPAL TYPE OF HEATING FUEL</p> <p>38 <input checked="" type="checkbox"/> Gas</p> <p>39 <input type="checkbox"/> Oil</p> <p>40 <input type="checkbox"/> Electricity</p> <p>41 <input type="checkbox"/> Coal</p> <p>42 <input type="checkbox"/> Other — Specify _____</p>	<p>I. TYPE OF MECHANICAL</p> <p>Is there a fire sprinkler system?</p> <p>47 <input checked="" type="checkbox"/> YES 48 <input type="checkbox"/> NO</p> <p>Will there be central air conditioning?</p> <p>49 <input checked="" type="checkbox"/> Yes 50 <input type="checkbox"/> No</p> <p>Will there be an elevator?</p> <p>51 <input type="checkbox"/> Yes 52 <input checked="" type="checkbox"/> No</p>	

OTHER APPLICABLE REVIEWS

K, FLOODPLAIN

Is location within flood hazard area? yes no
 If yes, zone : _____ and base elevation _____

L. WETLANDS PROTECTION

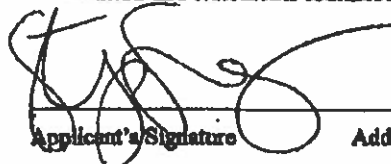
Is location subject to flooding? No
 Is location part of a known wetland? No
 Has local conservation commission reviewed this site? No

IV. IDENTIFICATION - ALL APPLICANTS - PLEASE PRINT			
OWNER OR LESSEE NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
Amerco Real Estate Company	2727 N Central Ave 5N Phoenix, AZ 85004		(602)263-6555
E-mail Address: stephany_sheekey@uhaul.com			
CONTRACTOR NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address:			
ARCHITECT NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
Same as Lessee		LICENSE #	
E-mail Address:			
SIGNATURE OF OWNER		APPLICANT SIGNATURE	DATE

Omission of reference to any provision shall not nullify any requirement of this code nor exempt any structure from such requirement.

The applicants understands and warrant that they will comply with all pertinent federal and state statutes, local ordinances and all federal, state, and local regulations, including those of the Architectural Barriers board, Department of Environmental Protection Agency and may be forwarded for review to all pertinent local city agencies which may express specific concerns. It is understood that the issuance of a permit shall not serve as an acceptance or acknowledgment of compliance nor exempt any structure from such requirement. The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of the State Building Code or local code of ordinances, except as specifically stipulated by modification or legally granted variation in accordance with Section 122.0 of State Building Code or local code of ordinances.

I have read the above and sign under pain and penalty of perjury as to the truth of all of the information and statements contained in sections I through IV of this application.

 2727 N Central Ave 5N Phoenix, AZ 85004
 Applicant's Signature Address City

V. OTHER JURISDICTION APPROVALS AND NOTIFICATION

APPROVAL	CHECK	DATE OBTAINED	BY
Electrical	Not Checked	Not Obtained	N/A at this time
Plumbing			
Fire Department			
Water			
Planning			
Conservation			
Public Works			
Health			
Licensing			
Other			

VI. ZONING REVIEW

DISTRICT: Industrial B (IB) USE: _____

FRONTAGE: _____ LOT SIZE: _____

SETBACKS:

FRONT: _____ LEFT SIDE: _____ RIGHT SIDE: _____ REAR: _____

PERCENTAGE OF LOT COVERAGE PRIMARY BUILDING _____

VARIANCE HISTORY _____

VII. WORKER'S COMPENSATION INSURANCE AFFIDAVIT

I, _____
(licensee/permittee) with a principal place of business/residence at:

(City/State/Zip) do hereby certify, under the pains and penalties of perjury, that:
 I am an employer providing worker's compensation coverage for my employees working on this job.

Insurance Company _____ Policy Number _____

I am a sole proprietor and have no one working for me.
 I am a sole proprietor, general contractor, or homeowner and have hired the contractors listed below who have the following worker's compensation insurance policies:

_____ Name of contractor	_____ Insurance Company/policy number
_____ Name of contractor	_____ Insurance Company/policy number

I am a homeowner performing all the work myself.

NOTE: Please be aware that while homeowners who employ persons to do maintenance, construction or repair work on a dwelling of not more than three units in which the homeowner also resides or on the grounds appurtenant thereto are not generally considered to be employers under the Workers' Compensation Act (GL. C. 152, sect. 1(5)), application by a homeowner for a license or permit may evidence the legal status of an employer under the Workers' Compensation Act.

I understand that a copy of this statement will be forwarded to the Department of Industrial Accidents' Office of Insurance for coverage verification and that failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties consisting of a fine of up to \$1500.00 and/or imprisonment of up to one year and civil penalties in the form of a Stop Work Order and a fine of \$100.00 a day against me.

Signed this _____ day of _____, 20 _____



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers
Applicant Information **Please Print Legibly**

Name (Business/Organization/Individual): _____

Address: N/A at this time

City/State/Zip: _____ Phone #: _____

Are you an employer? Check the appropriate box:		Type of project (required):
1. <input type="checkbox"/> I am an employer with _____ employees (full and/or part-time).* 2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.] 3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †	4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡ 5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]	6. <input type="checkbox"/> New construction 7. <input type="checkbox"/> Remodeling 8. <input type="checkbox"/> Demolition 9. <input type="checkbox"/> Building addition 10. <input type="checkbox"/> Electrical repairs or additions 11. <input type="checkbox"/> Plumbing repairs or additions 12. <input type="checkbox"/> Roof repairs 13. <input type="checkbox"/> Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 † Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.
 ‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: _____

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

Job Site Address: _____ City/State/Zip: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date). Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: _____

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.	
City or Town: _____	Permit/License # _____
Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector 6. Other _____	
Contact Person: _____	Phone #: _____

2200. - USE REGULATIONS.

2210. General. No structure shall be erected or used or land used except as set forth in Section 2230, "Table of Use Regulations", unless otherwise provided by this Ordinance or by statute. Uses not expressly provided for herein are prohibited. Not more than one principal structure shall be placed on a lot, except in accordance with Section 2330.

Symbols employed below shall mean the following:

Y - A permitted use.

N - An excluded or prohibited use.

BA - A use authorized under special permit from the Board of Appeals as provided under Section 5300.

CC - A use authorized under special permit from the City Council as provided under Section 5300.

PB - A use authorized under special permit from the Planning Board as provided under Section 5300.

2220. Applicability. When an activity might be classified under more than one of the following uses, the more specific classification shall govern; if equally specific, the more restrictive shall govern.

2230. Table of Use Regulations. See Appendix A.

(Ord. of 12-23-03, § 1)

C. Commercial	RA	RB	RC	RAA	MUB	PB	IA	IB	IC	WI	KHTOD
1. Nonexempt agricultural use	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA
2. Nonexempt educational use	N	N	N	N	Y	Y	BA	BA	BA	BA	Y
3. Animal clinic or hospital; with ancillary animal boarding	N	N	N	N	SP	N	BA	BA	BA	N	BA
4. Adult day care	BA	BA	BA	BA	BA	N	BA	BA	BA	N	Y
5. Family day care	BA	BA	BA	BA	BA	N	N	N	N	N	Y
6. Large family day care	BA	BA	BA	BA	BA	N	N	N	N	N	Y
7. Club or lodge, nonprofit	CC	CC	CC	CC	CC	N	N	N	N	N	CC
8. Funeral home	BA	BA	BA	BA	BA	BA	N	N	N	N	N
9. Adult entertainment establishment	N	N	N	N	CC	CC	CC	CC	CC	CC	N
10. Bed & Breakfast	BA	BA	BA	BA	BA	N	N	N	N	N	BA
11. Motel, hotel or inn	N	N	N	N	Y	Y	Y	Y	Y	Y	Y

12. Retail stores and services not elsewhere set forth	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y
13. Grocery stores	N	N	N	N	N	Y	BA	BA	BA	BA	BA	BA	BA	Y
14. Big Box Retail (60,000 Sq. ft. or greater)	N	N	N	N	N	BA	BA	N	N	N	N	N	N	Y
15. Health clubs	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
16. Mixed use	N	N	N	N	N	Y	Y	N	N	N	N	N	N	Y
17. Live /work	N	N	N	N	N	BA	BA	N	N	N	N	N	N	Y
18. Motor vehicle sales and rental	N	N	N	N	N	CC	CC	CC	CC	CC	CC	CC	N	N
19. Motor vehicle general repairs	N	N	N	N	N	CC	CC	N	CC	CC	N	Y	N	N
20. Motor Vehicle body repairs	N	N	N	N	N	N	N	CC	CC	CC	N	N	N	N
21. Motor vehicle light service	N	N	N	N	N	CC	CC	CC	CC	CC	CC	CC	CC	N
22. Restaurant	N	N	N	N	N	Y	Y	Y	Y	N	SP	Y	Y	Y
23. Restaurant, fast-food	N	N	N	N	N	BA	BA	BA	N	N	N	BA	BA	BA

3100. - PARKING AND LOADING.

3110. Applicability. Every building erected, enlarged, converted, or relocated and each use or change of use of land shall be provided with off-street parking spaces and off-street loading spaces in accordance with Section 3130, Table of Parking Requirements.

3111. In the event of the enlargement of a structure existing on the effective date of the ordinance from which this Section is derived, or the construction or relocation of additional structures on a lot, after such effective date, the regulations of this Section shall apply only to the enlargement, construction or relocation thereof, except that any off-street parking and off-street loading facilities established to serve any buildings and any uses prior to such effective date shall not be reduced below the required number.

3112. For a building or premises used for combined purposes, the number of off-street parking spaces and off-street loading spaces shall be determined as the sum of the required number of spaces in each component of the combined use.

3113. Where the computation of required parking spaces and loading spaces result in a fractional number, the required parking spaces shall be the next whole number.

(Ord. of 12-23-03, § 1)

3120. Special Permit. Any parking or loading requirement set forth herein may be reduced upon the issuance of a special permit by the Planning Board if the Board finds that the reduction is not inconsistent with public health and safety, or that the reduction promotes a public benefit. Such cases might include:

3121. Use of a common parking lot for separate uses having peak demands occurring at different times;

3122. Age or other characteristics of occupants of the facility requiring parking which reduces auto usage;

3123. Peculiarities of the use which make usual measures of demand invalid;

3124. Availability of on-street parking or parking at nearby municipally owned facilities.

3125. Where a special permit is granted, a reserve area, to be maintained indefinitely as landscaped open space, may be required sufficient to accommodate the difference between the spaces otherwise required and the spaces reduced by special permit. The parking/site plan shall show (in dotted outline) how the reserve area would be laid out in to provide the otherwise required number of spaces.

(Ord. of 12-23-03, § 1)

3130. Table of Parking and Loading Requirements. See Appendix C.

(Ord. of 12-23-03, § 1)

3140. **Location and Layout of Parking and Loading Facilities.** Off-street parking and loading, for facilities other than single- or two-family residences, may be provided in structures or in the open air, and shall be subject to the following regulations pertaining to their layout and location:

3141. Parking spaces shall be located on the same lot as the building or use where they are intended to serve, except that they may be provided on an adjoining lot in the same ownership.

3142. Where the provisions of subsection 3141 cannot be satisfied and the parking lot contains five (5) or more required spaces, the required parking spaces may be located on a lot in the same ownership within two hundred (200) feet of the building or lot they are intended to serve.

3143. Parking space for three (3) or fewer vehicles may be provided in the form of a driveway on a lot; the improved surface may be extended to one foot of the side line.

3144. Where a drive or aisle, other than a street, is required to maneuver a vehicle into or out of a parking space, such drive or aisle shall be at least twenty-two (22) feet wide for parking spaces situated at right angles, or nearly right angles to the aisle. For parking spaces situated at an angle of thirty (30) to sixty (60) degrees to the aisle, the required width of the aisle shall be at least fifteen (15) feet.

3145. Open-air off-street parking facilities may be located in required front, rear and side yards, except that in a residential district, no open-air off-street parking space shall be located in front of the dwelling or principal building.

Notwithstanding the previous sentence, in cases where a garage faces the frontage of the dwelling and is located beneath the dwelling, open-air off-street parking may be located in front of the dwelling in a residential district provided that the dwelling is set back a minimum of twenty (20) feet from the front property line and provided that said parking occurs only within the driveway, the width of which shall not exceed the lesser of the width of said garage or eighteen (18) feet. Any driveway in a residential district, requiring more than one curb cut, shall require Site Plan Approval. No driveway in a residential district shall exceed eighteen (18) feet in width.

3146. When five (5) or more parking spaces are required on a lot, the provisions of Section 3300 shall apply. All spaces shall be laid out so that vehicles can enter or leave any parking space directly from a drive or aisle other than a street. Additionally, all spaces shall be laid out so the vehicles entering a street may do so facing the street.

3147. All parking spaces and loading areas or berths in the open-air and the access drives or aisles, shall be provided with a concrete or asphalt surface. Compacted gravel or stone shall be permitted only for single- or two-family residential dwellings.

3148. No off-street loading areas or berths shall be laid out in such a manner as will result in loading or unloading being carried on within a street right-of-way or other public property. Each area or berth shall be sufficient size as to accommodate the largest expected truck or tractor trailer common to the building use.

3149. Special Permit for Commercial Parking in Residential Districts. Commercial parking may be allowed on residentially zoned property, held in common ownership and located immediately adjacent to the commercial business to which it is to serve, upon the issuance of a special permit by the Zoning Board of Appeals, if the Board finds that said parking is not detrimental to public health and safety, and that said parking promotes a public benefit. A Special Permit for vehicular access to a building lot accessed from public way that does not constitute frontage of the lot. Upon the issuance of a special permit by the Zoning Board of Appeals, vehicular access may be allowed from a public way that does not constitute the legal frontage of the subject lot if said lot is residentially zoned, if the proposed

vehicular access is for the purpose of accessing parking that is located beside or behind the dwelling or principal building, and if the Board finds that said vehicular access promotes a public benefit and is not detrimental to public health and safety. Notwithstanding Section 5240 of Chapter 9 of the Code of Ordinances or any other provision to the contrary, no fee of any kind shall be charged or imposed by the Special Permit Authority to the applicant of a Special Permit applied for under this Section.

(Ord. of 12-23-03, § 1; Ord. of 8-22-06, § 1)

3150. Size of Parking Space. A parking space shall be a rectangle at least nine (9) feet by twenty (20) feet exclusive of any required drive or aisle.

3151. The area of required off-street loading space is not to be included as off-street parking space in the computation of required off-street parking space.

(Ord. of 12-23-03, § 1)

APPENDIX C - TABLE OF PARKING AND LOADING REQUIREMENTS

USE	PARKING REQUIREMENTS	LOADING REQUIREMENTS
<p>One-family dwelling Two-family dwelling Multi-family (3) or more per structure</p>	<p>Two (2) spaces per dwelling unit Two (2) spaces per dwelling unit</p>	<p>One (1) loading space for each multifamily dwelling containing more than ten (10) dwelling units, or more than twenty (20) housekeeping units</p>
<p>Hotel, motel, bed and breakfast, rooming or boarding or lodging house, tourist home, dormitories, or other non-family residence accommodations, excluding group homes</p>	<p>One (1) space per each employee per shift, who does not reside on the premises; one (1) space per guest room, dwelling parking requirements, if applicable</p>	<p>One (1) loading space for each building containing more than 20 guest rooms</p>
<p>Offices: General, professional, business, banks, medical clinics and laboratories, radio and television stations; office of non-profit educational, cultural, or charitable organizations</p>	<p>One (1) space per each 200 sq. ft. of gross floor area but not less than two (2) spaces for each business unit intended to occupy the premises. After 10,000 sq. ft. of gross floor area, one space for every 1,000 sq. ft. of gross floor area</p>	<p>One (1) loading space for each building containing 10,000 sq. ft. or more of gross floor area. Two (2) loading spaces for 100,000 sq. ft. or more of gross floor area</p>

<p>Fast-food drive-in, carry-out restaurants</p>	<p>One (1) space per each employee per shift for a minimum of five (5) spaces plus one (1) space per 100 sq. ft. of gross floor area with a minimum of twenty (20) spaces</p>	<p>One (1) loading space for each building</p>
<p>Businesses engaged in retail sale of goods and services, not elsewhere enumerated herein</p>	<p>One (1) space per each 200 sq. ft. of gross floor area, but not less than two (2) spaces for each business use intended to occupy the premises. After 20,000 sq. ft. gross floor area, one space per 400 sq. ft.</p>	<p>One loading space for each building containing more than 5,000 and less than 10,000 sq. ft. of gross floor area. Thereafter, one (1) additional loading space shall be required for each additional 25,000 sq. ft. of gross floor area</p>
<p>Businesses engaged in retail sale, rental, repair, servicing, storage and distribution of motor vehicles, trailers, campers, boats, furniture or building materials</p>	<p>One (1) space per each 400 sq. ft. of gross floor area, but not less than two (2) spaces for each business use intended to occupy the premises</p>	
<p>Hospital, convalescent homes, nursing homes, rest homes or homes for the aged</p>	<p>One (1) space per three (3) beds, three (3) space Drop-Off Zone.</p>	<p>One (1) loading space for each building containing 10,000 sq. ft. or more of gross floor area. Two (2) loading spaces for buildings</p>

APPENDIX A - TABLE OF PRINCIPAL USE REGULATIONS

DISTRICTS

Principal Use	Districts											
	RA	RB	RC	RAA	MUB	PB	IA	IB	IC	WI	KHTOD	
A. Residential												
1. Single-family dwelling	Y	Y	Y	Y	Y	N	N	N	N	N	N	N
2. Two-family dwelling	N	Y	Y	N	Y	N	N	N	N	N	N	N
3. Multi-family townhouse (3 stories)	N	N	Y	N	Y	N	N	N	N	N	N	Y
4. Multi-family garden style (4 stories)	N	N	N	N	N	N	N	N	N	N	N	Y
5. Multi-family mixed use (6 stories)	N	N	N	N	PB	PB	N	N	N	N	N	Y
6. Multi-family mid-rise (12 stories)	N	N	N	N	N	N	N	N	N	N	N	PB

5300. - SPECIAL PERMITS.

5310. Special Permit Granting Authority. The Zoning Board of Appeals, the Planning Board or the City Council shall act as the Special Permit Granting Authority under this Chapter as specifically designated in a particular Section or in accordance with the Specific Designations in the Table of Principal Use Regulations under Appendix A of this Chapter.

(Ord. of 12-23-03, § 1; Ord. of 12-8-05, § 1)

5320. Criteria. Special permits shall be granted by the special permit granting authority, unless otherwise specified herein, only upon its written determination that the benefit to the City and the neighborhood outweigh the adverse effects of the proposed use, taking into account the characteristics of the site and of the proposal in relation to that site. In addition to any specific factors that may be set forth in this Ordinance, the determination shall include consideration of each of the following:

5321. Social, economic, or community needs which are served by the proposal;

5322. Traffic flow and safety, including parking and loading;

5323. Adequacy of utilities and other public services;

5324. Neighborhood character and social structures;

5325. Impacts on the natural environment; and

5326. Potential fiscal impact, including impact on City services, tax base, and employment.

(Ord. of 12-23-03, § 1)

5330. Procedures. Applications for special permits shall be filed in accordance with the rules and regulations of the various special permit granting authorities, as may be applicable.

(Ord. of 12-23-03, § 1)

5340. Plans. An applicant for a special permit shall submit a plan in substantial conformance with the requirements of Section 5400, herein.

(Ord. of 12-23-03, § 1)

5350. Development Impact Statement (DIS). At the discretion of the special permit granting authority, the submittal of a development impact statement (DIS) may be required. The DIS shall be prepared by an interdisciplinary team including a Registered Landscape Architect or Architect, a Registered Professional or Civil Engineer, and a Registered Surveyor.

5351. Physical Environment.

- (a) Describe the general physical conditions of the site, including amounts and varieties of vegetation, general topography, unusual geologic, archeological, scenic and historical features or structures, location of significant viewpoints, stone walls, trees over sixteen (16) inches in diameter, trails and open space links, and indigenous wildlife.
- (b) Describe how the project will affect these conditions, providing a complete physical description of the project and its relationship to the immediate surrounding area.

5352. Surface Water and Subsurface Conditions.

- (a) Describe location, extent, and type of existing water and wetlands, including existing surface drainage characteristics, both within and adjacent to the site.
- (b) Describe any proposed alterations of shore lines, marshes, or seasonal wet areas.
- (c) Describe any limitations imposed on the project by the site's soil and water conditions.
- (d) Describe the impact upon ground and surface water quality and recharge, including estimated phosphate and nitrate loading on groundwater and surface water from septic tanks, lawn fertilizer, and other activities within the site.

5353. Circulation Systems.

Project the number of motor vehicles to enter depart the site per average day and peak hour. Also state the number of motor vehicles to use streets adjacent to the site per average day and peak hour. Such data shall be sufficient to enable the special permit granting authority to evaluate (i)

existing traffic on streets adjacent to or approaching the site, (ii) traffic generated or resulting from the site, and (iii) the impact of such additional traffic on all ways within and providing access to the site. Actual study results, a description of the study methodology, and the name, address, and telephone number of the person responsible for implementing the study, shall be attached to the DIS.

5354. Support Systems.

- (a) **Water Distribution:** Discuss the types of wells or water system proposed for the site, means of providing water for firefighting, and any problems unique to the site.
- (b) **Sewage Disposal:** Discuss the type of on-site or sewer system to be used, suitability of soils, procedures and results of percolation tests, and evaluate impact of disposal methods on surface and groundwater.
- (c) **Refuse Disposal:** Discuss the location and type of facilities, the impact on existing City refuse disposal capacity, hazardous materials requiring special precautions.
- (d) **Fire Protection:** Discuss the type, location, and capacity of fuel storage facilities or other flammables, distance to fire station, and adequacy of existing firefighting equipment to confront potential fires on the proposed site.
- (e) **Recreation:** Discuss the distance to and type of public facilities to be used by residents of the proposed site, and the type of private recreation facilities to be provided on the site.
- (f) **Schools:** Project the increase to the student population for nursery, elementary, junior high school, and high school levels, also indicating present enrollment in the nearest public schools serving these categories of students.

5355. Phasing. Where development of the site will be phased over more than one year, indicate the following:

- (a)

Describe the methods to be used during construction to control erosion and sedimentation through use of sediment basins, mulching, matting, temporary vegetation, or covering of soil stockpiles. Describe the approximate size and location of portion of the parcel to be cleared at any given time and length of time of exposure.

- (b) Describe the phased construction, if any, of any required public improvements, and how such improvements are to be integrated into site development.

(Ord. of 12-23-03, § 1)

5360. Conditions. Special permits may be granted with such reasonable conditions, safeguards, or limitations on time or use, including performance guarantees, as the special permit granting authority may deem necessary to serve the purposes of this Ordinance.

(Ord. of 12-23-03, § 1)

5370. Lapse. Special permits shall lapse if a substantial use thereof or construction thereunder has not begun, except for good cause, within twelve (12) months following the filing of the special permit approval (plus such time required to pursue or await the determination of an appeal referred to in M.G.L.A. c. 40A, § 17, from the grant thereof) with the City Clerk.

(Ord. of 12-23-03, § 1)

5380. Regulations. The special permit granting authority may adopt rules and regulations for the administration of this Section.

(Ord. of 12-23-03, § 1)

5390. Fees. The special permit granting authority may adopt reasonable administrative fees and technical review fees for applications for special permits.

(Ord. of 12-23-03, § 1)

State Law reference— Special permits, M.G.L.A. c. 40A, § 9.

5400. - SITE PLAN REVIEW.

5410. Purpose. The purpose of this Section is to provide for individual detailed review of development proposals which have an impact on the natural or built environment of the City in order to promote the health, safety and general welfare of the community; to ensure adequate parking, safe and accessible pedestrian and vehicular circulation; and to minimize traffic impact on City streets.

(Ord. of 12-23-03, § 1)

5420. Applicability. The following types of activities and uses require site plan review by the Planning Board:

5421. Any new industrial or commercial construction or expansion over two thousand (2,000) gross square feet or any new industrial or commercial construction or expansion requiring more than five (5) additional parking spaces;

5422. New multiple-family residential construction of three (3) or more units or expansion of existing multifamily residential structures resulting in the creation of one or more additional units.

5423. Any new construction or expansion of existing construction where a drive-thru window for any service including self-service is proposed; and any expansion of a structure presently containing a drive-thru; or any facility currently containing a drive-thru, at which the owner or operator of the drive-thru is altered or changed; or at which the drive-thru is closed for a period of 10 days or more and to be reopened.

5424. Any residential subdivision which is submitted under the subdivision control process;

5425. New industrial or commercial construction or additions less than two thousand (2,000) square feet if requiring a new curb cut or driveway or if substantially affecting existing internal circulation.

5426. Driveways in residential areas which require more than one new curb cut.

5427. Commercial or industrial ground signs.

(Ord. of 12-23-03, § 1; Ord. of 12-31-08, § 1)

5430. Procedures. Applicants for site plan approval shall submit seventeen (17) copies of the site plan to the Planning Board for distribution to City departments and commissions for their review. The Planning Board shall review and act upon the site plan, with such conditions as may be deemed appropriate and notify the applicant of its decision. In the event two (2) meetings have lapsed after the application for site plan approval is filed, without the Planning Board taking action on said site plan said Applicant may file a statement with the Board that the Board has received complete information in accordance with this Ordinance and has had adequate time to consider the Site Plan. Upon receiving said statement, the Planning Board shall act on said Site Plan at its next meeting, if said Board determines that the Board has, in fact, received complete information in accordance with this Ordinance. The decision of the Planning Board shall be a vote of a majority of the members of the Planning Board and shall be in writing. No building permit, for activities requiring site plan approval, shall be issued by the Inspector of Buildings without the written approval of the site plan by the Planning Board.

5431. Application for Building Permit. An application for a building permit to perform work as set forth in Section 5410 available as of right shall be accompanied by an approved site plan.

5432. Application for Special Permit or Variance. An application for a special permit or a variance to perform work as set forth in Section 5420 shall be accompanied by an approved site plan; in the alternative, any special permit or variance granted for work set forth in Section 5420 shall contain the following condition and cause the same to be written on such special permit or variance:

The work described herein requires the approval of a site plan by the New Bedford Planning Board pursuant to Section 5400 of the Zoning Ordinance. Any conditions imposed in such site plan approval shall also be conditions of this special permit/variance.

5433. Where the Planning Board approves a site plan "with conditions", and said approved site plan accompanies a special permit or variance application to the Board of Appeals, the conditions imposed by the Planning Board shall be incorporated into the issuance, if any, of a special permit or variance by the Board of Appeals.

5434. Where the Planning Board serves as the special permit granting authority for proposed work, it shall consolidate its site plan review and special permit procedures.

5435. The applicant may request, and the Planning Board may grant by majority vote of its' membership, an extension of the time limits set forth herein.

5436. No deviation from an approved site plan shall be permitted without modification thereof.

5437. Site plan approval does not constitute a certification that the proposed plan conforms to applicable zoning regulations, wetland regulations and/or any other City, state or federal requirements that must be obtained prior to implementation the of elements of the site plan.

(Ord. of 12-23-03, § 1)

5440. Preparation of Plans. Applicants are invited to submit a pre-application sketch of the proposed project to the Planning Department and are encouraged to schedule a pre-submission meeting with the Planning Department. Site Plans shall be submitted on 24-inch by 36-inch sheets. Plans shall be prepared by a Registered Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect, as appropriate. Dimensions and scales shall be adequate to determine that all requirements are met and to make a complete analysis and evaluation of the proposal. All plans shall have a minimum scale of 1" = 40'.

(Ord. of 12-23-03, § 1)

5450. Contents of Plan. The contents of the site plan are as follows:

5451. Plan sheets prepared at a scale of one inch equals forty (40) feet or such other scale as may be approved by the Planning Board. The plans are as follows:

5451.a. Site layout, which shall contain the boundaries of the lot(s) in the proposed development, proposed structures, general circulation plan for vehicles and pedestrians, drive-thru windows, curb cut locations, parking, fences, walls, walks, outdoor lighting including proposed fixtures, loading facilities, solid waste storage locations, and areas for snow storage after plowing. The first sheet in this plan shall be a locus plan, at a scale of one inch

equals one hundred (100) feet, showing the entire project and its relation to existing areas, buildings and roads for a distance of one thousand (1,000) feet from the project boundaries or such other distance as may be approved or required by the Planning Board.

5451.b. Topography and drainage plan, which shall contain the existing and proposed final topography at two-foot intervals and plans for handling stormwater runoff drainage.

5451.c. Utility plan, which shall include all facilities for refuse and sewerage disposal or storage of all these wastes, the location of all hydrants, fire alarm and firefighting facilities on and adjacent to the site, all proposed recreational facilities and open space areas, and all wetlands including floodplain areas.

5451.d. Architectural plan, which shall include the ground floor plan, proposed exterior building materials, treatments and colors and architectural elevations of all proposed buildings and a color rendering where necessary to determine the proposal's affect on the visual environment.

5451.e. Landscaping plan, showing the limits of work, existing tree lines as well as those tree lines to remain, and all proposed landscape features and improvements including screening, planting areas with size and type of stock for each shrub or tree, and including proposed erosion control measures during construction.

5451.f. Lighting plan showing the location and orientation of all existing and proposed exterior lighting, including building and ground lighting. The plan shall note the height, initial foot-candle readings on the ground and the types of fixtures to be used.

5452. The site plan shall be accompanied by a written statement indicating the estimated time required to complete the proposed project and any and all phases thereof. There shall be submitted a written estimate, showing in detail the costs of all site improvements planned.

5453. A written summary of the contemplated project shall be submitted with the site plan indicating, where appropriate, the number of dwelling units to be built and the acreage in residential use, the evidence of compliance with parking and

off-street loading requirements, the forms of ownership contemplated for the property and a summary of the provisions of any ownership or maintenance thereof, identification of all land that will become common or public land, and any other evidence necessary to indicate compliance with this Ordinance.

5454. The site plan shall be accompanied by drainage calculations by a registered professional engineer as well as wetland delineations, if applicable. Storm drainage design must conform to City of New Bedford subdivision regulations.

5455. The Planning Board may require a DIS as set forth in Section 5300, above.

5456. Certification that the proposal is in compliance with the provisions, if applicable, of the Americans with Disabilities Act and the Massachusetts Architectural Barriers Board.

(Ord. of 12-23-03, § 1)

5460. Waivers. The Planning Board may, upon written request of the applicant, waive any of the submittal or technical requirements of Section 5430 and 5440 where the project involves relatively simple development plans.

(Ord. of 12-23-03, § 1)

5470. Approval. Site Plan approval shall be granted upon determination by the Planning Board that the plan meets the following objectives: The Planning Board may impose reasonable conditions at the expense of the applicant, including performance guarantees, to promote these objectives. Any new building construction or other site alteration shall provide adequate access to each structure for fire and service equipment and adequate provision for utilities and stormwater drainage consistent with the functional requirements of the Planning Board's Subdivision Rules and Regulations. New building construction or other site alteration shall be designed in the Site Plan, after considering the qualities of the specific location, the proposed land use, the design of building form, grading, egress points, and other aspects of the development, so as to:

5471. Minimize: the volume of cut and fill, the number of removed trees six-inch caliper or larger, the length of removed stone walls, the area of wetland vegetation displaced, the extent of stormwater flow increase from the site, soil erosion, and the threat of air and water pollution;

5472. Maximize: pedestrian and vehicular safety to and from the site;

5473. Minimize obstruction of scenic views from publicly accessible locations;

5474. Minimize visual intrusion by controlling the layout and visibility of parking, storage, or other outdoor service areas viewed from public ways or premises which are residentially used or zoned;

5475. Minimize glare from vehicle headlights and lighting fixtures;

5476. Minimize unreasonable departure from the character, materials, and scale of buildings in the vicinity, as viewed from public ways and places.

5477. Minimize contamination of groundwater from on-site wastewater disposal systems or operations on the premises involving the use, storage, handling, or containment of solid and liquid wastes and hazardous substances;

5478. Ensure compliance with the provisions of this Zoning Ordinance.

5479. Minimize damage to existing adjacent public ways.

5479A. Promote orderly and reasonable internal circulation within the site so as to protect public safety and not unreasonably interfere with access to a public way or circulation of traffic on a public way in general.

(Ord. of 12-23-03, § 1)

5480. Lapse. Site plan approval shall lapse after one year from the final approval if a substantial use in accordance with such approved plans has not commenced except for good cause. Such approval may, for good cause, be extended in writing by the Planning Board upon the written request of the applicant, within this one-year period.

(Ord. of 12-23-03, § 1)

5490. Regulations. The Planning Board may adopt and from time to time amend reasonable regulations for the administration of these Site Plan guidelines.

(Ord. of 12-23-03, § 1)

5490A. Fee. The Planning Board may, from time to time, adopt reasonable administrative fees and technical review fees for site plan review.

(Ord. of 12-23-03, § 1)

5490B. **Appeal.** Any person aggrieved by a decision of the Planning Board rendered pursuant to Section 5400 may appeal such decision to the Zoning Board of Appeals as provided in M.G.L.A. c. 40A, § 8.

(Ord. of 12-23-03, § 1)



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993282-PHX1

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993282-PHX1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016

Commitment No.: NCS-993282-PHX1

Issuing Office File No.: NCS-993282-PHX1

Property Address: 429 Church Street, New Bedford, MA

Revision No.:

SCHEDULE A

1. Commitment Date: January 10, 2020 at 8:00 AM
2. Policy to be Issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: Amerco Real Estate Company, a Nevada corporation
Proposed Policy Amount: \$4,425,000.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (c) ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

J. Thomas Jones and Kevin J. Jones, Trustees of the CC&C of New Bedford Nominee Trust* by virtue of Quitclaim Deed from Church Street Partners, LLC dated November 14, 2005 and recorded November 17, 2005 in [Book 7875 at Page 349](#).

* Please see [Book 7876 at Page 1](#) for Declaration of Trust.

NOTE: As used herein "recorded" shall mean "recorded in Bristol Registry of Deeds," and "filed" shall mean "filed with the Bristol Registry District of the Land Court."

5. The Land is described as follows: Real property in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, described as follows:

The land in New Bedford, Bristol County, Massachusetts, shown as Parcel 3 on plan of land entitled "Plan of Land, New Bedford, Mass., owned by: Grossman Industrial Prop. Inc., Scale 1" – 80', dated November 4, 1976, Bradford Salvetz & Assoc. Inc., Architects-Engineers, Braintree, Mass." and

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recorded in Plat Book 98 at Page 62 being bounded and described as follows:

Easterly by Church Street 687.84 feet;

Northerly by land now or formerly of New Bedford Gas and Edison Light Company 426.43 feet, more or less;

Westerly by land now or formerly of the New York, New Haven & Hartford Railroad Co., 688.00 feet; and

Southerly by Parcel 2 on said Plan, 438.18 feet.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993282-PHX1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. A Municipal Lien Certificate, less than 150 days old, for each tax parcel.
 - b. Deed from current owner of record to the Proposed Owner to be Insured.
5. Provide to First American within 2 weeks of closing/funding written proof of payment of all real estate taxes, water and sewer use charges, assessments, and any other matters with interest thereon which would be disclosed by a current search.

NOTE: If you are requesting this office to order the Municipal Lien Certificate, you must provide us your request in writing at least 3 weeks prior to closing.

6. Release, termination, discharge, or subordination of the following matters which appear of Public Records:
 - a. To Be Determined; See Schedule B-II
7. Receipt from the current owner/seller of the Land of a properly executed Owner's Affidavit and Indemnity Agreement certifying as to the status of mechanic's lien and persons in possession in order to delete or modify Items 1 and 3 of Schedule B, Section 2 herein. If GAP coverage is required, GAP Indemnity to also be included in owners affidavit. Affidavit to be in form supplied by the Company, with no material changes.

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8. Receipt of Full on ground ALTA/NSPS survey and surveyor's report, including certification from Surveyor that the Land is the same as that on the plan, in order to delete Item 2 of Schedule B, Section 2 herein. Survey to locate and define all recorded exceptions noted in Schedule B, section 2, and reflects matters which are satisfactory in the Company's sole discretion. The Company reserves the right to raise any such additional exceptions and/or requirements as it deems necessary upon receipt of the Survey.
9. Authority documents for all parties executing documents including the following:

Corporation:

- a. Certificate of Legal Existence and Good Standing from Secretary of the Commonwealth of Massachusetts.
- b. Documents to be signed by President or Vice President and Treasurer or Assistant Treasurer, or Clerk's certificate to be provided with copy of corporate resolution authorizing officers' action.
- c. Certificate of incumbency for officers of corporation.
- d. A Corporate Excise Tax Lien Waiver from the Massachusetts Department of Revenue is to be recorded - or - recitation in deed that the conveyance is not all or substantially all of the corporation's assets in the Commonwealth of Massachusetts. If the conveyance is all or substantially all of the assets of the corporation, a 2/3 shareholder's vote will be required

Limited Liability Company:

- a. Good standing certificate from the Secretary of the Commonwealth of Massachusetts, disclosing names of manager(s) authorized to act on behalf of company, and naming person or entity authorized to act with respect to real estate.
- b. Documents are to be signed by the manager and/or person or entity authorized to act with respect to real estate AS ON FILE WITH THE MA SECRETARY OF STATE. In the alternative, a Manager's Certificate is to be recorded authorizing an alternate signatory.
- c. If any LLC member or manager is a corporation, see requirements for corporations (above).

Limited Partnership:

- a. Copy of Limited Partnership Agreement and all amendments.
- b. Certificate of Limited Partnership and all amendments from the Secretary of Commonwealth of Massachusetts, certifying Partnership to be in full force and effect and identifying the general partners of said Partnership.
- c. Certificate of Good Standing from Secretary of State in state of formation.

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- d. If general partner is a corporation, see requirements for corporations (above).

General Partnership:

- a. Copy of general partnership agreement and all amendments.
- b. Certificate by a general partner, certifying Partnership to be in full force and effect and identifying the partners of said Partnership.
- c. If any partner is a corporation, see requirements for corporation (above).

Trust:

- a. Certificate to be recorded stating that the Trust is in full force and effect and has not been altered, amended or revoked, that the Trustees as set forth in Schedule A are all incumbent Trustees and as such are empowered by the Trust and have the consent of the beneficiaries to convey the insured premises.

A DEED FROM AN LLC, LLP, Business Trust, LP OR General Partnership must either be accompanied by a Corporate Excise tax lien waiver [see requirements for Corporations above], or contain one of following three statements:

- i. That the transfer is not all or substantially all of the [entity's] assets in Massachusetts;
- ii. That the transfer is in the ordinary course of business; or
- iii. That the entity has not elected to be treated as a corporation for federal tax purposes.

10. RECORDING STANDARDS:

- a. Be on white paper of sufficient weight to reproduce in registry scanners.
- b. All document pages and attachments must be on paper that is no larger than 8.5 inches by 14 inches.
- c. Printing shall be on one side only; double-sided pages will not be accepted.
- d. Documents that contain printing, writing or other markings must be sufficiently dark in appearance to be legibly reproduced on standard registry scanners.
- e. All printing and writing on a document must be of sufficient size to be legibly reproduced on standard registry scanners.
- f. Margins on all sides of all document pages must be of sufficient size to be legibly reproduced on standard registry scanners.
- g. The first page of all documents must contain a "recording information area" in the upper

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right hand corner measuring three inches from the top edge of the document and three inches from the right edge of the document that is free from all writing or printing.

- h. Documents that do not comply with Formatting Standard 7 (g above) may still be recorded when attached to an official registry Document Cover Sheet or through the use of some other method adopted by the registry.

11. Additional Massachusetts Recording Information:

ACTUAL CONSIDERATION MUST BE STATED ON THE FACE OF THE DEED.

a. Massachusetts Deed Stamps Tax information:

- i. Fee is calculated at \$4.56/\$1,000.00 of consideration noted on the face of the Deed, rounded up to the nearest \$500 of consideration, net of any debt being assumed.
- ii. Barnstable County properties must pay a total Deed Stamp Tax of \$6.48 per \$1,000.00 of consideration noted on the face of the Deed.
- iii. Dukes County and Nantucket County require an additional Stamp on all deeds, purchased in advance from the appropriate Land Bank Commission prior to recordation. The fee for the Stamp is 2% of the purchase price (This is in addition to the \$2.28/\$500.00 Deed Stamp Tax noted above). The appropriate Land Bank Commission must be contacted prior to the closing of the transaction to determine whether the tax will be due.

b. Massachusetts has no additional required forms that need to be filed with regard to Transfer Taxes.

c. There are no Mortgage Taxes in Massachusetts.

d. Recording fees in Massachusetts for common documents are as follows:

- i. Deed: \$155.00;
- ii. Mortgage: \$205.00
- iii. UCC Documents: \$75.00;
- iv. Mortgage Discharge: \$105.00 per document being discharged;
- v. Plans (per sheet): \$105.00;
- vi. Municipal Lien Certificates: \$80.00;
- vii. Declaration of Trust: \$255.00;
- viii. All other Documents: \$105.00

e. For properties with lands in both the Registered and Unregistered Land Districts of a Registry, the recording fees must be paid on each side of the Registry where documents are file

NOTE: WITH REGARD TO REGISTERED LAND: ALL ORIGINAL RECORDING DOCUMENTS ARE RETAINED BY THE LAND COURT AND WILL NOT BE RETURNED. CERTIFIED COPIES OF THE ORIGINALS ARE AVAILABLE FROM THE LAND COURT AT A CHARGE OF \$1.00 PER PAGE.

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12. The Company reserves the right to raise any such additional exceptions and/or requirements as it deems necessary upon receipt of the details of the transactions and its review of the closing documents.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993282-PHX1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
3. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
4. Real estate taxes and municipal charges which may constitute liens. (Refer to Schedule B, Part I, Requirements, Item 5)
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
6. Title to and rights of the public and others entitled thereto in and to those portions of the Land lying within the bounds of adjacent streets, roads, and ways.
7. The acreage or square footage being other than as stated in Schedule A or the plan(s) therein referred to.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under

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the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

9. Water rights, claims or Title to water, whether or not shown by the Public Records.
10. Conditions set forth in Deed to Grossman Industrial Properties, Inc. dated September 20, 1962 and recorded October 11, 1962 in [Book 1386 at Page 162](#).
11. Easement from Grossman Industrial Properties, Inc. to New Bedford Gas and Edison Light Company dated June 23, 1970 and recorded January 18, 1971 in [Book 1612 at Page 1053](#).
12. Terms and Conditions set forth in Notice of Activity and Use Limitation by General Binding Corporation dated March 9, 2000 and recorded March 10, 2000 in [Book 4637 at Page 208](#); as affected by Partial Termination recorded in [Book 4697 at Page 1](#); as further affected by First Amendment recorded in [Book 4697 at Page 30](#).
13. Indemnification Agreement by and between General Binding Corporation and Church Street Partners, LLC as evidenced by Affidavit dated November 17, 2005 and recorded November 17, 2005 in [Book 7875 at Page 340](#).
14. Indemnification Agreement by and between General Binding Corporation and Church Street Partners, LLC dated October 13, 2000 and recorded March 10, 2006 in [Book 8037 at Page 301](#).
15. Mortgage and Security Agreement from J. Thomas Jones and Kevin J. Jones, Trustees of the CC&C of New Bedford Nominee Trust to Rockland Trust Community Development LLC in the principal amount of \$3,750,000.00 dated March 6, 2006 and recorded March 10, 2006 in [Book 8037 at Page 311](#); as affected by Assignment recorded in [Book 10759 at Page 158](#); as further affected by Amendment recorded in [Book 10759 at Page 160](#).
16. Assignment of Leases and Rents from J. Thomas Jones and Kevin J. Jones, Trustees of the CC&C of New Bedford Nominee Trust to Rockland Trust Community Development LLC dated March 6, 2006 and recorded March 10, 2006 in [Book 8037 at Page 330](#); as affected by Assignment recorded in [Book 10759 at Page 158](#).
17. Assignment of Interest in Licenses, Permits and Agreement from J. Thomas Jones and Kevin J. Jones, Trustees of the CC&C of New Bedford Nominee Trust to Rockland Trust Community Development LLC dated March 6, 2006 and recorded March 10, 2006 in [Book 8037 at Page 338](#); as affected by Assignment recorded in [Book 10759 at Page 158](#).
18. Mortgage and Security Agreement from J. Thomas Jones and Kevin J. Jones, Trustees of the CC&C of New Bedford Nominee Trust to Rockland Trust Community Development LLC in the principal amount of \$250,000.00 dated December 27, 2006 and recorded December 27, 2006 in [Book 8469 at Page 141](#).

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19. Assignment of Leases and Rents from J. Thomas Jones and Kevin J. Jones, Trustees of the CC&C of New Bedford Nominee Trust to Rockland Trust Community Development LLC dated December 27, 2006 and recorded December 27, 2006 in [Book 8469](#) at [Page 160](#).
20. Mortgage and Security Agreement from J. Thomas Jones and Kevin J. Jones, Trustees of the CC&C of New Bedford Nominee Trust to Rockland Trust Community Development IV LLC in the principal amount of \$900,000.00 dated March 6, 2013 and recorded March 7, 2013 in [Book 10703](#) at [Page 206](#).
21. Assignment of Leases and Rents from J. Thomas Jones and Kevin J. Jones, Trustees of the CC&C of New Bedford Nominee Trust to Rockland Trust Community Development IV LLC in the principal amount of \$900,000.00 dated March 6, 2013 and recorded March 7, 2013 in [Book 10703](#) at [Page 221](#).

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PURCHASE AND SALE AGREEMENT

429 Church Street New Bedford, MA

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the Agreement Date as hereinafter defined and is by and between Amerco Real Estate Company, a Nevada corporation ("Buyer"), and, J. Thomas Jones and Kevin J. Jones, Trustees of CC&C of New Bedford Nominee Trust, a Massachusetts nominee realty trust ("Seller").

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms, covenants and conditions set forth herein, Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the foregoing, and the terms, covenants and conditions contained herein and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the terms below shall have the following meanings unless the context requires otherwise.
 - a. "Agreement" means this Purchase and Sale Agreement, as amended or supplemented from time to time.
 - b. "Agreement Date" means the date that a fully executed original or electronic copy of this Agreement and the Deposit has been received by Escrow Agent, which Agreement Date shall be indicated on the Escrow Agent Acceptance set forth at the end of this Agreement.
 - c. "Buyer's Intended Use" means a U-Haul equipment rental facility, self-storage facility, U-Box operations and ancillary retail sales, barbeque propane tank filling facility and associated uses customary of a U-Haul operation
 - d. "Closing" means the date upon which Buyer acquires title to the Property as more specifically described in Section 7(b).
 - e. "Deed" means the Quitclaim Deed to be provided by Seller.
 - f. "Escrow Agent" means First American Title Insurance Company, Attn: Sarah Buvala, Address: 2425 E. Camelback Road, Suite 300, Phoenix, Arizona 80516; Tel: (602) 5678147; Email: sbuvala@firstam.com.
 - g. "Feasibility Expiration Date" means the date that is Ninety (90) days following the Agreement Date or such later date as established pursuant to Section 4(a)(iv).
 - h. "Feasibility Period" means the period of time from the Agreement Date through

and including the Feasibility Expiration Date.

i. *"Permitted Title Exceptions"* means the various matters with respect to the title of the Property approved by Buyer pursuant to Section 4(b).

j. *"Property"* means the real property identified on Exhibit A hereto, containing approximately 6.8 acres of land, more or less, improved with an approximately 84,660 s.f. building, together with all appurtenances thereto.

k. *"Purchase Price"* means the total consideration to be paid to acquire the Property as described in Section 3, any personal property and any other asset being purchased as part of this transaction.

l. *"Buyer Lease "* means Seller agrees to lease an area of the building and land to Buyer for a nominal fee throughout the duration of the Feasibility Period for the Buyer's Intended Use. If the Agreement is terminated, the lease shall automatically terminate at the same time. The Buyer Lease is attached hereto as Exhibit B.

m. *"Rezoning"* means any required rezoning of the Property from its existing classification to a different classification, as well as the receipt of any special or conditional use permits or the like, all as determined by Buyer in its sole discretion, in order to permit Buyer to use the Property for Buyer's Intended Use.

n. *"Solar Installation "* means the existing electric power generating photovoltaic solar panel array currently installed on the Roof and connector equipment such as wires, pipes and conduit currently on or within the Property.

2. Agreement of Purchase and Sale. At the Closing, subject to the terms, covenants and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property, including the Solar Installation. Provided, that the Solar Installation shall be conveyed subject to Seller's lease-back of the same through December 31, 2023 for nominal consideration pursuant to the Solar Lease Agreement to be substantially in the form attached hereto as Exhibit C, under which Seller shall (i) retain all rights to electricity generated by the solar panels including, but not limited to, the right to direct the beneficiary of such electricity and the right to sell the electricity to the utility company for net metering credits; and (ii) own and sell and retain all income generated by the sale of the power and/or Solar Renewable Energy Credits ("SRECs") for the term of the Lease. In furtherance of these rights, such Solar Lease Agreement shall also provide that Buyer shall (x) at all times maintain an active internet connection to the Equipment for reporting the number of kilowatt hours generated by the Equipment which is required for reporting SRECs and monitoring electricity production and (y) provide such cooperation and execute such documents as may be required for Seller to continue to be or to be deemed to be the "Host Customer" for designation of the distribution of net metering credits under Eversource or its successor's Schedule Z or any document which replaces or succeeds such Schedule Z. Further, Seller shall install a sub-meter and commencing on the Closing Date, Buyer will purchase power from Seller at the delivery and supplier rates published by Eversource or its successor from time to time.

3. Purchase Price. Subject to adjustment as provided below, the purchase price to be paid for

the Property (the "Purchase Price") shall be Four Million Four Hundred Twenty-Five Thousand Dollars (\$4,425,000.00), payable by Buyer as follows:

a. Earnest Money Deposit. Within three (3) business days after execution of this Agreement, Buyer shall deposit with Escrow Agent Seventy-Eight Thousand Dollars (\$78,000.00) (the "Deposit") by wire transfer, or other immediately available funds to be held in escrow by Escrow Agent. At 2 p.m. Phoenix, Arizona time on the Feasibility Expiration Date, the Deposit shall become fully non-refundable to Buyer except in the event of Seller's default or as otherwise provided herein. The Deposit shall be applied in full as a credit to Buyer's payment of the Purchase Price at Closing.

b. Payment at Closing. On or before the Closing, Buyer shall cause to be delivered to Escrow Agent, for the benefit of Seller, the balance of the Purchase Price by wire transfer of immediately available funds to the account of Escrow Agent.

c. Interest on Deposits. All monies deposited by Buyer hereunder shall be invested by Escrow Agent and interest on such funds shall follow the Deposit.

4. Buyer's Contingencies. The obligation of Buyer to purchase the Property from Seller is contingent upon the satisfaction, or waiver in writing by Buyer, of each of the following conditions within the time periods provided.

a. General Feasibility.

(i) License to Inspect. Seller hereby grants to Buyer, its engineers, consultants and agents, a license to go upon the Property for the purpose of making inspections and conducting feasibility studies with respect to the Property, including, without limitation, physical site inspections and utilities, drainage, hazardous waste studies including a Phase I as deemed appropriate, zoning studies, flood control, appraisal, marketability and economic feasibility studies (the "Feasibility Study"). Provided that such access shall only be permitted upon reasonable prior notice to Seller (one business day's telephonic or e-mail notice to Seller's agent, Mark Donahue, shall be sufficient for the purposes of this paragraph), only at times when Seller or Seller's designee is given reasonable opportunity to be present, and without material interference with Seller's ongoing operations at the Property (if any). Buyer shall diligently pursue its investigation and shall have the right to conduct its Feasibility Study as Buyer deems appropriate in Buyer's sole discretion. Buyer shall not perform any invasive tests or sampling or testing of environmental media at the Property until Seller has approved the scope of Buyer's sampling and testing. To this end, Buyer shall present to Seller a reasonably detailed description of the sampling and testing proposed to be performed which includes the sampling locations and analyses to be made, prepared by the engineering firm to perform such work (and, only if requested by Seller and not otherwise, a copy of any Phase I Environmental report previously obtained by Buyer), for Seller's review and approval. If Seller disapproves such testing, Buyer's sole remedy shall be to terminate this Agreement, in which event the Deposit shall be reimbursed to Buyer and neither party shall have any further obligations hereunder, except for those that expressly survive the termination of this Agreement. If Seller approves such testing, then Buyer shall be permitted to cause such sampling and testing to be performed, but only to the extent approved by Seller and, if and only if requested by Seller, shall provide Seller with a copy of any Phase II Environmental report obtained by Buyer. Buyer shall, and does hereby covenant and agree to, repair any and all damage caused by the activities of Buyer or its agents on the Property and to indemnify, defend and hold Seller harmless from any actions, suits, liens,

claims, damages and claims for damage to the Property, any other property (real or personal) and persons caused by the entry or presence of Buyer or its agents, employees, consultants or representatives on the Property or by Buyer's investigations or any acts performed in exercising Buyer's rights under this Section 4(a) (including without limitation, any rights or claims of materialmen or mechanics to liens on the Property, but expressly excluding any claim relating to the existing environmental condition of the Property; unless Buyer exacerbates or worsens any existing environmental condition). Nothing herein shall be construed to impose any liability on Seller for any environmental conditions discovered after the Closing, Buyer's obligations of repair and indemnification hereunder shall survive the Closing or earlier termination of this Agreement.

Buyer shall have the right to terminate this Agreement in Buyer's sole discretion for any reason or no reason on or prior to 2:00 p.m., Phoenix, Arizona time on the Feasibility Expiration Date and in such event shall receive a full refund of the Deposit, subject to the \$100 independent consideration which shall be released to Seller upon termination of this Agreement, as provided in Section 5 hereof.

Provided, that if Buyer shall fail to timely terminate this Agreement, then Buyer's contingency hereunder shall be deemed waived and Buyer shall take the Property As - Is Where Is, With All Faults. Except as expressly set forth this Agreement, it is understood and agreed that Seller makes no warranties or representations, written or oral, express or implied, in any way related to the Property including, without limitation, the condition of the Property or any improvements, the presence or absence of any hazardous substances in, at, under or migrating to or from the Property, any restrictions related to the development or renovation of the Property, the Property's compliance or noncompliance with any governmental requirements, codes, laws, ordinances, regulations or rules including, without limitation, any environmental laws, merchantability or the suitability or fitness of the Property for any particular purpose. Buyer is not relying on any representation, or the lack of same, with respect to Hazardous Substances as they apply to conditions on the Property, except for those representations expressly made in this Agreement. Any statements which may have previously been made by the Seller or Seller's agents are specifically hereby voided and are superseded by this Agreement and Seller makes no representations concerning the accuracy of any information provided by third parties unless expressly incorporated into this Agreement. Upon Closing, claims of all alleged deficiencies in the Property known or unknown, are waived and the Property is sold and purchased "AS IS". Except as expressly provided otherwise in this Agreement, Seller shall have no obligations whatsoever with respect to the maintenance, repair and/or replacement of the Property or any portions thereof. Without limiting the foregoing, under no circumstances shall Seller be required to make any repairs or capital improvements to the Property, except as expressly provided otherwise in this Agreement.

Except for Claims which expressly survive the Closing or the earlier termination of this Agreement, Buyer hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal Superfund laws, 42 U.S.C. sections 9601 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against the Seller, and each of its members, employees, representatives, agents, attorneys, affiliates and related entities, successors, and assigns (collectively, the "Releasees") in connection with any and all liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, reasonable attorneys' fees, consultants' fees and costs and experts' fees incurred by Buyer (collectively, the "Claims") whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition and/or operation of the

Property or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared) relating to or arising from any patent or latent defects or deficiencies with respect to the Property, or any portion thereof. Buyer further agrees, represents and warrants that the foregoing waivers have been negotiated and agreed upon.

Buyer further specifically assumes liability for and releases Seller for any Claims resulting from any act or omission of Buyer or from any use of the Property by Buyer that violates, is inconsistent with or constitutes a failure to adhere to any restriction or limitation with respect to use of the Property.

(ii) Insurance Coverage. Buyer shall maintain insurance, including through a blanket insurance policy with Buyer's affiliates, which policy shall name Seller as an additional insured, for comprehensive commercial general liability for personal injury (including wrongful death) and damage to property covering any act or omission by Buyer and its agents and invitees in connection with the Feasibility Study, with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence.

(iii) Indemnity. Buyer shall indemnify, defend and hold harmless Seller for, from and against all injuries, losses, liens, claims, demands, judgments, liabilities, damages, costs and expenses sustained by Seller which result from the Feasibility Study, excluding, however, any of the foregoing that are proximately caused by the sole, gross negligence or willful misconduct of Seller, its agents or invitees.

(iv) Extension for Rezoning. In the event Buyer determines that Rezoning is required for Buyer' Intended Use, Buyer shall have the unilateral right, without further consideration, to extend the Feasibility Period for an additional sixty (60) calendar days by providing Seller with written notice of such extension prior to the Feasibility Expiration Date, and in such event, the "Feasibility Expiration Date" as used in this Agreement for all purposes shall be deemed the Feasibility Expiration Date as extended pursuant to this Section 4(a)(iv), and it being acknowledged by Seller that the Deposit constitutes the consideration necessary to support any such extension. Buyer and Seller shall coordinate and cooperate among one another for purposes of attending meetings and hearings and applying for and securing any such Rezoning.

(v) Documents and Other Items. During the Feasibility Period, Seller shall provide Buyer with true and correct copies of all documents and other items to the extent the same exist and are in the Seller's possession with respect to the Property, including, without limitation, surveys, title policies, plans and specifications, notices, correspondence, environmental reports, licenses, permits and approvals.

(vi) Board Approval. The purchase by Buyer of the Property hereunder is subject to approval by Buyer's Board of Directors prior to the Feasibility Expiration Date. In the event Buyer's Board of Directors does not approve the purchase of the Property hereunder on or prior to the Feasibility Expiration Date, Buyer shall notify Seller of such non-approval prior to such date, and Buyer shall have the right to terminate this Agreement on or prior to the Feasibility Expiration Date, and in such event Buyer shall receive a full refund of the Deposit (less the \$100 independent consideration).

(vii) Election to Terminate. Buyer shall have until 2:00 p.m. Phoenix, Arizona time on the Feasibility Expiration Date to conduct its Feasibility Study. In Buyer's sole discretion and for

any reason whatsoever, Buyer may elect to terminate this Agreement by providing notice of termination to Seller on or before 2:00 p.m. Phoenix, Arizona time on the Feasibility Expiration Date as provided in Section 5, and in such event Buyer shall receive a full refund of the Deposit (less the \$100 independent consideration). If Buyer fails to so terminate this Agreement, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to Section 5.

b. Survey and Title Review.

(i) Survey and Title Commitment. Within ten (10) days following the Agreement Date, Buyer may, at its sole cost and expense, cause an ALTA survey (the "Survey") of the Property to be prepared by a licensed engineer and shall cause Escrow Agent to deliver to Buyer a current preliminary title commitment of the Property prepared by Escrow Agent (the "Title Commitment") leading to the issuance of an ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price, together with legible copies of all instruments of records referred to on Schedule B thereof. Buyer shall have until the Feasibility Expiration Date to review and disapprove, in its reasonable discretion, the Title Commitment and Survey. If Buyer does not expressly disapprove the status of title to the Property as described in the Survey and Title Commitment (and any amendment to the Title Commitment) by giving written notice to Seller and Escrow Agent on or before the Feasibility Expiration Date, Buyer shall be deemed to have approved the status of title to the Property as reflected on the Survey and Title Commitment, as may be amended. If Buyer objects to the status of title to the Property, Buyer shall deliver written notice thereof to Seller on or before 2:00 p.m. Phoenix, Arizona time on the Feasibility Expiration Date ("Buyer's Title Objection Notice"), indicating in reasonable detail the nature and reasons for Buyer's objections and including with such notice a copy of the Title Commitment and Survey, together with copies of any documents containing matters objected to in such notice.

Seller shall have the right, but not the obligation, to attempt to cure or cause the Title Company to insure over any objections set forth in Buyer's Title Objection Notice. Seller shall notify Buyer within five (5) Business Days after receipt of Buyer's Title Objection Notice ("Seller's Title Objection Response Period") whether Seller agrees to attempt to cure or cause the Title Company to insure over any objections set forth in Buyer's Title Objection Notice. If Seller so agrees to attempt to cure or cause the Title Company to insure over any objections, then Seller shall have a period of up to thirty (30) days after the Feasibility Expiration Date, as the same may have been extended ("Title Cure Period") in order to effectuate such cure or title insurance coverage. If the Closing Date is scheduled to occur prior to the end of the Title Cure Period, then, upon written notice from Seller to Buyer delivered not less than three (3) Business Days prior to the then scheduled Closing Date, the Closing Date shall be extended until a date not later than three (3) Business Days after the end of the Title Cure Period in order for Seller to continue to effectuate such cure or title insurance coverage.

If Seller fails to give notice to Buyer prior to the expiration of Seller's Title Objection Response Period that Seller will attempt to cure or cause the Title Company to insure over any objections set forth in Buyer's Title Objection Notice, Buyer may, within five (5) Business Days after the expiration of Seller's Title Objection Response Period, terminate this Agreement by written notice to Seller, in which event (i) the Deposit shall be returned promptly to Buyer, and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer does not so terminate this Agreement within said five (5) Business Days after the expiration of Seller's Title Objection Response Period, Buyer shall be deemed to have waived its objections set forth in Buyer's Title Objection Notice that Seller has not agreed in writing to attempt to cure or cause the Title Company to insure over, and to have agreed to accept title to the Property subject thereto, without reduction in the Purchase Price.

In the event Seller gives timely notice to Buyer that Seller will attempt to cure or cause the Title Company to insure over any objections set forth in Buyer's Title Objection Notice, and if this Agreement is not terminated as set forth in the immediately prior paragraph, Seller shall use commercially reasonable efforts to cure or cause the Title Company to insure over such objections and deliver evidence of such cure or title

insurance coverage to the Buyer within the Title Cure Period, provided that Seller's use of commercially reasonable efforts shall not require the Seller to cure or cause the Title Company to insure over any title objection that, in Seller's reasonable opinion, (i) cannot be cured or insured over at or before Closing or (ii) would require Seller to expend more than \$50,000.00 in the aggregate (inclusive of reasonable attorneys' fees) to effectuate the cure or cause the Title Company to insure over of all such objections (excluding Monetary Liens (defined below), as to which such maximum amount shall not apply). If despite Seller's commercially reasonable efforts Seller fails to cure or cause the Title Company to insure over all such matters within the Title Cure Period, Buyer's sole right with respect thereto shall be to terminate this Agreement within two (2) Business Days after the expiration of the Title Cure Period, in which event (i) the Deposit shall be returned promptly to Buyer; and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer does not so terminate this Agreement, Buyer shall be deemed to have waived its objections and to have agreed to accept title to the Property subject thereto, without reduction in the Purchase Price.

If Buyer does not terminate this Agreement pursuant to this Section 4(b), the following matters shall be deemed accepted by Buyer and shall be referred to herein as "Permitted Encumbrances":

1. All matters disclosed in the existing title policy, survey and other title materials, if any, delivered by Seller to Buyer and all matters disclosed in the Title Commitment and the Survey to which Buyer does not object or which Buyer is deemed to have accepted pursuant to the terms and conditions of this Section 4(b), other than Monetary Liens;
2. any liens for such taxes for the then current year as are not due and payable on the Closing Date, and any liens for municipal betterments assessed after the Effective Date; and
3. the provisions of any building, zoning, subdivision, and similar laws applicable to the Property.

ii. No Monetary Liens. Notwithstanding anything to the contrary contained in this Section 4(b), Seller shall be obligated to remove (regardless of whether Buyer objects thereto) all deeds of trust, mortgages, mechanics' liens, UCC filings, judgments and other monetary liens voluntarily imposed on the Property or the Solar Installation by Seller ("Monetary Liens"); it being the intent of the parties that the Property and Solar Installation be conveyed to Buyer free and clear of all such Monetary Liens, and in no event shall any such Monetary Liens be deemed Permitted Title Exceptions. A Monetary Lien shall be deemed cured by Seller if such Monetary Lien is released, satisfied or canceled of record at or prior to the Closing at no additional cost to Buyer, provided, however, that as to any institutional mortgage, the lien of such mortgage shall be deemed satisfactorily released if written confirmation is received from the mortgagee stating the amount to be delivered at the Closing to discharge such mortgage, in form and substance satisfactory to the Buyer's Title Company to remove such mortgage from the list of encumbrances in Buyer's title insurance policy upon payment of such amount to said mortgagee out of Seller's proceeds at the Closing.

5. Termination of Agreement. If either Buyer or Seller is granted the right to terminate this Agreement in accordance with any provisions of this Agreement, such party may exercise such right by delivering written notice (the "Termination Notice") in the manner provided below, to the other party, indicating both its election to terminate and the specific provision pursuant to which it is making that election. Upon delivery of the Termination Notice, this Agreement shall terminate, and if Buyer is not then in default hereunder, the Deposit, together with the interest thereon, shall be returned to Buyer; *provided, however*, that in the event Buyer terminates this Agreement prior to the Feasibility Expiration Date, \$100 of the

Deposit shall not be refundable to Buyer but shall instead be released to Seller, such amount constituting independent consideration for Seller's willingness to enter this Agreement, remove the Property from the market and provide Buyer with a feasibility period hereunder. Unless Seller provides Buyer and Escrow Agent written notice within five (5) business days of Seller's receipt of the Termination Notice that Buyer is in default under this Agreement and not entitled to the Deposit, the Escrow Agent shall be entitled to release the Deposit to the Buyer. If requested by Escrow Agent, the Parties shall evidence their consent to release of the deposit in writing. Following termination, except as otherwise expressly provided in this Agreement for the continuation or survival of obligations or liabilities of either party hereto, neither Buyer, Seller or Escrow Agent shall have any further obligations or liabilities under this Agreement.

6. Title Insurance; Deed.

a. Owner's Insurance Policy. At the Closing, Buyer shall cause Escrow Agent to deliver to Buyer, at Buyer's option, an ALTA owner's policy of title insurance issued by Escrow Agent or its principal, or the unconditional commitment of the title insurer to issue such policy, insuring title to the Property to Buyer in the amount of the Purchase Price; the policy to be subject to the usual printed exclusions, exceptions, conditions and stipulations set forth in the printed form policy, the Permitted Title Exceptions and such other matters approved in writing by Buyer or resulting from Buyer's actions (the "Title Policy"). Buyer shall pay all title insurance premiums and costs of endorsements for any title insurance policies to be issued by Escrow Agent.

b. Deed. At the Closing, Seller shall deliver to Buyer the Deed granting and conveying to Buyer the Property free and clear of all liens other than the Permitted Title Exceptions and monetary liens other than taxes which are a lien but not yet delinquent.

7. The Escrow.

a. Escrow Instructions. Buyer and Seller shall establish an escrow (the "Escrow") with Escrow Agent to facilitate the consummation of the transaction contemplated by this Agreement. The provisions of this Agreement applicable to Escrow Agent shall together constitute escrow instructions between Seller, Buyer and Escrow Agent.

b. Closing. The Closing will take place pursuant to a "New York" style closing by exchange of documents by electronic mail and/or overnight delivery and by wire transfer of funds to the Escrow Agent. Buyer shall designate the closing date (the "Closing Date") by written notice to Seller not less than ten (10) days prior to the Closing Date. The Closing Date shall be a date not later than fifteen (15) days after the Feasibility Expiration Date. Notwithstanding the foregoing, the Parties may choose a different closing date by mutual written agreement. The Closing shall take place at the Phoenix, Arizona office of the Escrow Agent. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct the Escrow Agent in accordance with escrow instructions to be provided by the parties to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements (to be prepared by the Escrow Agent) executed by Seller and Buyer.

c. Action at the Closing by Seller. Not less than five days prior to the Closing, Seller shall deliver or cause to be delivered to Escrow Agent in escrow for the account of Buyer all of the following

instruments or documents dated as of the Closing, fully executed and, if appropriate, acknowledged: (i) the Deed; (ii) A Non-Foreign Person Affidavit; (iii) a bill of sale for the Solar Installation and any tangible personal property conveyed with the Property; (iv) Buyer's Title Company's standard Massachusetts owner's affidavit in the form attached hereto, as to the rights of tenants in occupancy, if any, and the existence of facts giving rise to rights to assert mechanics' liens. The title insurance affidavit shall be for the benefit of the Title Company and shall be limited to Seller's knowledge; (v) a "Gap" title insurance affidavit for the benefit of the Title Company and (vi) such other instruments or documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by Seller pursuant to this Agreement which do not create or extend any liabilities of Seller. Notwithstanding the foregoing, Seller shall have no obligation to execute any affidavits or indemnifications excepting only the title company affidavit and "Gap" title insurance affidavit pursuant to (iv) and (v) above

d. Action at the Closing by Buyer. At the Closing, as a condition to Seller's obligations hereunder, Buyer shall deliver or cause to be delivered to Escrow Agent for the account of Seller (if not otherwise delivered prior thereto) all of the following: (i) all funds required pursuant to the provisions of this Agreement; and (ii) such other funds, instruments, or documents as are reasonably necessary to fulfill the covenants and obligations to be performed by Buyer pursuant to this Agreement.

e. Closing Costs. The Escrow fee payable to Escrow Agent in respect of the conveyance and transfer of the Property to Buyer shall be paid by the Buyer. Document stamps shall be paid by Seller. All other fees, recording costs, charges or expenses incidental to the sale, transfer and assignment of the Property to Buyer shall, except as otherwise herein expressly provided, be paid according to the customs for real estate transactions consummated in Massachusetts. Notwithstanding the foregoing, if this Agreement is terminated due to the default of a party, the defaulting party shall be responsible for the payment of any escrow cancellation fees due upon any such termination.

f. Proration of Real Estate Taxes. All general and special assessments by any governmental authority which are a lien on the Property as of the Closing Date and which are not collected as part of the property tax assessment shall be paid by Seller in full at the Closing. Regular property taxes shall be prorated between the parties as of the Closing Date.

8. Possession; Risk of Loss. With the exception of the Solar Installation and related apparatus, the Seller shall remove all of Seller's personal property from the Premises on or before the Closing Date. The Buyer will be in possession of the Property as of the Closing Date. From and after the date Buyer takes possession of the property, all risk of loss shall be borne by the Buyer.

9. Representations and Warranties of Seller. Seller represents to Buyer that the following are true as of the Agreement Date and will be true as of the Closing, and in entering into this Agreement Buyer is relying upon, the following:

a. Due Organization, Etc. Seller is a validly existing Massachusetts real estate nominee trust. The transactions contemplated by this Agreement and the execution and delivery of all documents required herein, and its performance hereunder, have been duly authorized. The execution and delivery of this Agreement and any other document required herein and the consummation of the transactions contemplated hereby and thereby will not result in any violation of, or default under, any term or provision of any organizational document, agreement, instrument, mortgage, loan, or similar documents to which

Seller is a party or by which Seller is bound.

b. No Litigation. To the Seller's knowledge, there is no litigation, investigation or proceeding pending or contemplated or threatened against Seller or the Property which would impair or adversely affect Seller's ability to perform its obligations under this Agreement or under any contract, instrument or document related hereto.

c. Foreign Person. Seller is not a "foreign person" as such term is defined under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code").

d. No Condemnation. To the Seller's knowledge, there are no existing, pending or threatened condemnation or similar proceedings against or involving the Property.

e. No Leases. There are no leases applicable to or affecting the Property and no parties in possession or adverse possession of the Property other than Plumbers' Supply Company and, prior to Closing, the Buyer. To the extent that any such leases exist, Seller shall obtain a termination thereof prior to the Closing. Notwithstanding any provision to the contrary herein, Seller may rent or lease any portion of the property, building or warehouse to any third party prior to the Closing, provided, that such tenant vacates the Premises on or before the Closing Date. This Section shall not apply to the Solar Lease provided for in Section 2 of this Agreement.

f. Agreements. There are no options or rights of first refusal, recorded or unrecorded, affecting the Property, nor any other unrecorded agreements affecting the development or use of the Property.

g. No Undisclosed Assessments. To Seller's knowledge, there are no taxes, assessments (special, general or otherwise) or bonds of any nature affecting the Property, or any portion thereof, except as disclosed in the list of Permitted Title Exceptions. Seller has no understanding or agreement with any taxing authority respecting the imposition or deferment of any taxes or assessments respecting the Property. Seller shall not form, nor consent to the formation of an improvement district or otherwise consent to the creation of any assessment lien against the Property.

h. No Violations. To Seller's knowledge, Seller has not received written notice of any violation of any applicable law pertaining to the Property, and neither the Seller nor the Property is in violation of any such applicable laws.

i. Hazardous Waste. (i) It has come to Seller's attention that certain Massachusetts environmental regulatory standards have changed. Seller will undertake such investigation as required to determine whether the remedy evidenced by Activity and Use Limitation recorded with said Deeds in Book 4637, Page 208, as amended, complies with such regulatory change. Seller shall disclose to Buyer any studies which Seller obtains with respect to the change in regulatory standards. Otherwise, to Seller's knowledge, without further investigation or inquiry and without imputing any constructive or implied knowledge to Seller, the Property is not nor has it been under investigation for a violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions in, at, on, under or about the Property including, but not limited to, soil and ground water condition; (ii) To Seller's knowledge, except for Seller's and Plumbers' Supply Company's inventory and supplies in the ordinary course of business Seller has not used, generated, manufactured, stored or disposed in, at, on, under

or about the Property or transported to or from the Property any Hazardous Material (as defined below); and (iii) To Seller's knowledge and except for Seller's and Plumbers' Supply Company's inventory and supplies in the ordinary course of business, there is not now, and during Seller's ownership of the Property, there have not been, on or in the Property underground storage tanks, any asbestos-containing materials or any polychlorinated biphenyls, including those used in hydraulic oils, electric transformers, or other equipment. As used herein, "Hazardous Material" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos (including, without limitation, vinyl asbestos tile), or any other substance or material, defined as a "hazardous substance" by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation Act, as amended, the Federal Resource Conservation and Recovery Act, as amended, and the rules and regulations adopted and promulgated pursuant to each of the foregoing.

j. Mechanics Liens. To Seller's knowledge, no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.

k. Further Encumbrances. Seller shall not knowingly and purposely further encumber the Property or allow an encumbrance upon the title to the Property, or materially modify the terms or conditions of any existing leases, contracts or encumbrances which shall be binding on Buyer after Closing, if any, without the prior written consent of Buyer.

l. INTENTIONALLY OMITTED

10. Notices. All notices or other communications required or provided to be sent by either party or by Escrow Agent shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested; or (ii) by any nationally known overnight delivery service; or (iii) by courier; or (iv) by facsimile transmission with confirmation of transmission (followed by the delivery by one of the other means identified in (i), (ii) or (iii) above; or (v) in person; or (vi) by electronic mail with confirmation of transmission (followed by the delivery by one of the other means identified in (i), (ii) or (iii) above. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or upon personal delivery (or refusal to accept delivery) if sent by overnight delivery service, courier, or personally delivered. All notices shall be addressed to the party at the address below:

If to Seller: Plumbers' Supply Company
922 Flaherty Drive
New Bedford, MA 02745
Attn: Brian Jones
Telephone No.: (508) 985-4966
Email: bjones@plumberssupplyco.com

With a copy to:

Schlesinger and Buchbinder, LLP
1200 Walnut Street
Newton, MA 02461
Attn: Alan J. Schlesinger
E-mail: aschlesinger@sab-law.com

If to Buyer:

Amerco Real Estate Company
2727 North Central Avenue Phoenix, AZ
85004 Attn: Brooke Askew-Rossi Telephone
No.: (602) 263-6555 x515202 Fax No.:
(602) 277-5824 Email: Brooke_Askew-Rossi@uhaul.com

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party. Any notice to be given to Escrow Agent shall be sent to the address set forth in Section 1(e).

In order to facilitate the execution and delivery of certain documents contemplated hereby, each of the undersigned hereby grants to his or her attorney the actual authority to execute and deliver on his or her behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed or electronically transmitted signatures), including acknowledged emails, unless they have actual knowledge that the party has disclaimed the authority granted herein to bind him or her.

11. Seller's Remedies.

a. Remedies. If Buyer shall default on any of the material terms or provisions of this Agreement on or before the Closing, Seller may waive such breach and close the Escrow in accordance with the terms hereof, Seller may terminate this Agreement and retain the Deposit as liquidated damages and as consideration for the acceptance of this Agreement and for taking the Property off the market, and not as a penalty. Notwithstanding the foregoing, and in addition to Seller's rights and remedies set forth herein, if Buyer shall be in possession of the Property and shall fail to immediately vacate the same upon termination of this Agreement, then, in addition to all other sums to which Seller is entitled as a result of Buyer's default, Buyer shall pay Seller the sum of One Thousand and 00/100 (\$1,000.00) dollars per day for each day Buyer fails to completely vacate the Property following Buyer's default or termination of this Agreement. The Buyer's obligations hereunder shall survive termination of this Agreement.

b. Cure Period. Notwithstanding Section 11 (a), Buyer shall not be deemed to be in default unless the breach or default complained of by Seller has not been cured within ten (10) business days after written notice thereof has been delivered from Seller to Buyer.

12. Buyer's Remedies.

a. Remedies. If Seller defaults on any of the material terms or provisions of this Agreement, Buyer may, at Buyer's election, either (i) terminate this Agreement by written notice to Seller, whereupon the Deposit shall be immediately returned to Buyer, and pursue recovery of all actual out-of-pocket third party expenses not to exceed \$20,000 suffered or incurred by Buyer (including, without limitation, costs incurred in connection with Buyer's feasibility study and rezoning efforts, if any); or (ii) waive such default and consummate the transaction contemplated hereby in accordance with the terms hereof; or (iii) seek specific performance for any default of Seller. Seller shall in no event be responsible for, nor shall Buyer be entitled to any consequential, incidental or special damages for any breach of this Agreement by Seller.

b. Cure Period. Notwithstanding Section 12(a), Seller shall not be deemed to be in default hereunder unless the breach or default complained of by Buyer has not been cured within ten (10) business days after written notice thereof has been delivered from Buyer to Seller.

13. Survival of Covenants, Agreements, Representations and Warranties. Except as otherwise may be limited by the specific terms of this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing for a period of six (6) months and shall not merge into any deed or other instrument executed or delivered in connection with the transaction contemplated hereby.

14. Indemnification. Seller shall and does hereby agree to indemnify, defend and hold Buyer and Buyer's affiliates (including any Buyer assignee under Section 22 hereof) harmless of and from any and all liability, claim or damage attributable to a breach of representation or warranty herein, provided that (i) Buyer shall commence an action for the same within six (6) months following the Closing; (ii) Buyer shall not bring any claim unless damages to Buyer exceed Fifty Thousand and 00/100 (\$50,000.00) Dollars in the aggregate; and (iii) Seller's liability hereunder shall be limited to One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars. Buyer shall and does hereby agree to indemnify, defend and forever hold Seller and Seller's affiliates harmless of and from any and all liability, claim or damage attributable to (i) a breach of representation or warranty herein; and (ii) the Property or any other property or interest conveyed in this transaction or any contract assigned as part of this transaction arising after the Closing Date hereunder, including, without limitation, all reasonable attorney's fees and costs associated therewith.

15. Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

16. Further Instruments. Each party, promptly upon the request of the other or upon the request of Escrow Agent, shall execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof.

17. Entire Contract. This Agreement (including the Exhibits hereto and any Addendum herewith) constitutes the entire contract between the parties with regard to the Property. All terms and conditions contained in any other writings previously executed by the parties and all other discussions, understandings or agreements regarding the Property and the subject matter hereof shall be deemed to be superseded hereby.

18. Inurement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns, if any.

19. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

20. Commissions. Each party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or may be due in connection with this transaction as a result of the act of the party so warranting, except for a commission payable by Seller to Donahue Associates ("Broker") in accordance with a separate agreement. Seller shall indemnify, defend and hold Buyer harmless from and against any claims by Broker and any other third parties made by or through the acts of Seller for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided for herein, and all costs and expenses incurred by Buyer in connection therewith including, but not limited to, reasonable attorneys' fees. Buyer shall indemnify, defend and hold Seller harmless from and against any claims by third parties other than Broker made by or through the acts of Buyer for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided for herein, and all costs and expenses incurred by Seller in connection therewith, including, but not limited to, reasonable attorneys' fees.

21. Condemnation. If, between the Agreement Date and the Closing, any material portion of the Property shall be taken or appropriated for public or quasi-public use by right of eminent domain (or a deed or easement is voluntarily granted by Seller in lieu of an imminent taking), or if proceedings in condemnation or eminent domain shall be instituted or threatened for a material portion of the Property, Seller shall promptly notify Buyer and Buyer, at its option, may elect to (i) terminate this Agreement by written notice to Seller within thirty (30) days following Buyer's receipt of written notice of such event, whereupon the Deposit shall be returned to Buyer, and thereafter neither party shall have any further obligation or liability hereunder, or (ii) proceed with the purchase of the Property. Seller shall be entitled to the gross condemnation award relating to such portion of the Property so taken.

22. Assignment. Buyer shall have the right to assign its rights and obligations under this Agreement to any person or entity; provided, however, that Buyer shall remain liable for performance under this Agreement. Prior to Closing, Buyer shall notify Seller of the name of any entity who shall take title to the Property, so that the closing documents shall properly reflect the name of such entity.

23. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any Addendum, amendments or Exhibits hereto.

24. Exhibits and Addenda. All Exhibits and Addenda attached hereto and referred to in this Agreement are incorporated herein by this reference and are part of this Agreement.

25. Counterparts; Facsimile Signature. This Agreement may be executed simultaneously or in counterparts, each of which counterpart shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile signatures and/or electronically transmitted pdf files of this Agreement are valid and carry the same effect as an original signature.

26. Cooperation and Further Assurances; 1031 Exchange.

a. The parties shall reasonably cooperate with one another in order to fulfil and perform the transactions contemplated by this Agreement, and shall provide such further assurances to one another, including after the Closing, as shall be reasonable and appropriate under the circumstances, including without limitation the execution of such documents as may be desirable to implement the provisions of this Agreement fully and effectively

b. Seller and/or Buyer may elect to effect its transfer, conveyance and/or purchase of the Property as part of an exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. If either party so elects, it shall provide notice to the other party of such election, and thereafter may at any time at or prior to the Closing assign its rights (but such assignment shall not relieve either party of its obligations) under this Agreement to a "qualified intermediary" as defined in Treasury Regulation §1.1031(k)-1(g)(4) or an exchange accommodation titleholder pursuant to Revenue Procedure 2000-37, subject to all rights and obligations hereunder of the assigning party. Each party hereto agrees to cooperate with all reasonable requests of the other party and the "qualified intermediary" in arranging and effecting the transfer of the Property in accordance with such provision so long as the same do not cause expense to the cooperating party which is not reimbursed or liability. It is the intent of the parties that neither party shall incur any income tax liability as a result of cooperating with the other party in consummating a tax-deferred exchange, and that neither party shall incur any expenses or liability of any nature in connection with such exchange transaction.

27. Miscellaneous. The captions and paragraph headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. If any relevant date hereunder (such as the Feasibility Expiration Date or Closing Date) falls on a weekend or national or state holiday for the state in which Closing will take place, the next following business day shall be the relevant date.

28. INTENTIONALLY OMITTED.

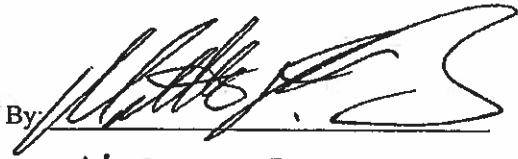
29. Seller's Knowledge. Whenever in this Agreement, including, without limitation any Amendments which may be executed subsequently, the SELLER is making a statement or representation, the same is made only as to the actual knowledge and the term "to Seller's knowledge," "to the best of Seller's knowledge," "to the actual knowledge of Seller," "to Seller's information and belief" or words of similar import, shall refer only to the actual knowledge of J. Thomas Jones without conducting any independent investigation or inquiry of any kind or nature (and no constructive or imputed knowledge shall be attributed to SELLER). The provisions of this paragraph shall survive delivery and recording of the Deed.

30. Consequential Damages. Neither party shall be entitled to consequential, special or incidental damages for any breach of this Agreement or any representation or warranty hereunder. The provisions of this paragraph shall survive delivery and recording of the Deed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

BUYER:

Amerco Real Estate Company, a Nevada Corporation

By: 

Name: Matthew F. Braccia

Its: President

SELLER:

CC&C of New Bedford Nominee Trust

By: _____

Name: J. Thomas Jones, Trustee

Name: Kevin J. Jones, Trustee

30. Consequential Damages. Neither party shall be entitled to consequential, special or incidental damages for any breach of this Agreement or any representation or warranty hereunder. The provisions of this paragraph shall survive delivery and recording of the Deed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

BUYER:

Amerco Real Estate Company, a Nevada Corporation

By: _____

Name: _____

Its: _____

SELLER:

CC&C of New Bedford Nominee Trust

By: J. Thomas Jones

Name: J. Thomas Jones, Trustee

By: Kevin J. Jones

Name: Kevin J. Jones, Trustee

ESCROW AGENT ACCEPTANCE:

The undersigned Escrow Agent accepts this Agreement and agrees to perform the acts applicable to Escrow Agent in accordance with the terms of this Agreement. Escrow Agent acknowledges its receipt of both the Deposit and a fully executed original or electronic copy of this Agreement as of the date set forth underneath its signature below.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Sarah Bowala

Its: ESCROW OFFICER

Date: 12-12-19

Exhibit A

Legal Description

The land in New Bedford, Bristol County, Massachusetts, shown as Parcel 3 on plan of land entitled "Plan of Land, New Bedford, Mass., owned by Grossman Industrial Prop. Inc., Scale 1" = 80', dated November 4, 1976, Bradford Saivetz & Assoc. Inc., Architects-Engineers, Braintree, Mass." being bounded and described as follows:

Easterly by Church Street 687.84 feet;

Northerly by land now or formerly of New Bedford Gas and Edison Light Company 426.43 feet, more or less;

Westerly by land now or formerly of the New York, New Haven & Hartford Railroad Co., 688 feet; and

Southerly by Parcel 2 on said Plan 438.18 feet.

Exhibit B

Buyer Lease

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into as of _____, 2019, and is between J. Thomas Jones and Kevin J. Jones, Trustees of CC&C of New Bedford Nominee Trust ("Lessor") and Amerco Real Estate Company, a Nevada corporation ("Lessee").

RECITALS

WHEREAS, pursuant to a Purchase and Sale Agreement dated as of _____ 2019 (the "PSA"), Lessee (or an affiliate of Lessee) is under contract with Lessor to purchase certain real property and improvements thereon known by street address as 429 Church Street, New Bedford, Massachusetts (the "Property").

WHEREAS, as a condition of the PSA, Lessor has agreed to lease to Lessee, on a month-to-month basis throughout the feasibility period set forth in the PSA, one office, being the first office on the right after the main front entrance to the building, together with the right to use, in common with Lessor and its affiliates, employees, agents and invitees, one restroom within the building which shall be designated by Lessor prior to the commencement of this lease and the right to use not more than two (2) parking spaces in the parking lot which is part of the Property (the "Leased Premises") for the parking of passenger vehicles.

WHEREAS, Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases same from Lessor, upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, and agreements set forth herein, Lessor and Lessee do covenant, promise, and agree as follows:

1. PREMISES: Upon the terms and conditions set forth herein, Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases same from Lessor.
2. USE: Lessee hereby accepts the Leased Premises for general office purposes only subject to applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Leased Premises.
3. MONTH-TO-MONTH This Lease shall be month-to-month, and shall commence on _____, 2019 and, subject to earlier termination as otherwise provided herein, shall automatically terminate upon the earlier of (a) the termination of the PSA and (b) the Closing (as defined in the PSA).
4. RENT: Lessee shall pay to Lessor as rent for the Leased Premises equal monthly installments of One Dollar (\$1.00), due on the date hereof and each month thereafter throughout the term.
5. SECURITY DEPOSIT: None.
6. UTILITIES: Lessee shall pay for all water, gas, heat, light, power, and telephone services

applied to the Premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion based on the square footage occupied by Lessee, such proportion to be determined in the sole discretion of Lessor.

7. MAINTANANCE, REPAIRS, ALTERATIONS Lessee, at Lessee's sole expense, shall keep the Leased Premises in good condition and repair, as appropriate.

8. INSURANCE: Lessor's and Lessee's respective insurance obligations throughout the Lease term are as set forth in the PSA.

9. INDEMNITY: The parties' respective indemnification obligations are as set forth in the PSA.

10. ASSIGNMENT, SUBLETTING: Lessee shall not assign or sublease this Lease or the Leased Premises without the prior written consent of Lessor.

11. TERMINATION: This Lease can be terminated by either party, by providing a thirty (30) day written termination notice to the other party.

12. ENTRY: Lessor (including its representatives), upon reasonable advance telephone or email notice to Lessee (except in the case of emergency when no notice shall be required), shall have the right to enter the Leased Premises at all reasonable times to inspect and examine the Leased Premises and to make alterations necessary for the preservation thereof.

13. NOTICES. Any notice to a party hereto shall be provided in the manner and at the addresses or other applicable contact information as set forth in the PSA.

IN WITNESS WHEREOF, the undersigned execute this Lease as of the date as set forth above.

Lessor:

CC&C of New Bedford Nominee Trust

By: J. Thomas Jones, Trustee

By: Kevin J. Jones, Trustee

Lessee:

Amerco Real Estate Company

By: Matthew F. Braccia
Its: President

Exhibit C

Solar Lease Agreement

ROOFTOP LEASE AGREEMENT

THIS ROOFTOP LEASE AGREEMENT (this "Lease") is made and entered into as of the _____ day of _____ 2019 (the "Effective Date"), by _____, ("Landlord"), and Plumbers' Supply Company ("Tenant"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

A. Landlord is the owner of that certain building commonly known as (the "Building"), located at 429 Church Street, New Bedford, Massachusetts (the "Property").

B. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, (i) the existing electric power generating photovoltaic solar panel array currently installed on the Roof and connector equipment such as wires, pipes and conduit currently on or within the Property (collectively, the "Equipment"), and (ii) the areas on the roof of the Building (the "Roof") and other areas of the Property where such Equipment is located (the "Premises" and collectively with the Equipment and Roof, the "Leased Equipment and Premises").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease.

(a) Landlord hereby leases to Tenant the existing Equipment more particularly described on Exhibit B attached hereto and made a part hereof, currently installed on the Roof and connector equipment such as wires, pipes and conduit currently on or within the Property and used in connection therewith.

(b) Landlord hereby grants to Tenant, during the Term hereof and subject to the restrictions set forth herein, the right to use certain portions of the Roof constituting approximately 55,000 square feet (the "Roof Area") for purposes of operating, maintaining, repairing and removing the Equipment; such right is exclusive with respect to any Equipment on the Roof. The Roof Area is located as designated on Exhibit A attached hereto and made a part hereof. Subject to the terms and conditions set forth in this Lease, Tenant shall have the right to the exclusive use of the Roof Area for the installation, operation, maintenance, repair and replacement of the Equipment.

(c) Provided that the Lease is still in effect, and further provided that Tenant is not in default under this Lease (after the expiration of applicable notice and cure periods), Landlord further agrees that, before leasing, licensing, or granting occupancy rights to any other party for portions of the Leased Premises, Landlord shall first offer such area to Tenant in writing and provide Tenant with ten (10) days within which to elect to lease the same on the terms and conditions of this Lease, in which event, if Tenant

exercises such right, the applicable additional area (the exact configuration of which shall be mutually agreeable to Landlord and Tenant) shall be deemed to be included within the Leased Area, subject to the remainder of the terms herein. Rent (as hereinafter defined) shall be increased accordingly on a per square-footage basis at the rate set forth in Section 3 below. Tenant's rights under this subsection (c) shall be subject to the terms and conditions set forth in this Lease and to the rights of other parties entitled to use portions of the Roof as of the date hereof.

(d) Tenant shall (i) be entitled to all rights to electricity generated by the Equipment including, but not limited to, the right to direct the beneficiary of such electricity and the right to sell the electricity to the utility company in the form of net metering credits; and (ii) own and be entitled to sell and retain all income generated by the sale of the power and/or Solar Renewable Energy Credits ("SRECs") for the term of the Lease. In furtherance of these rights, Landlord shall (x) at all times maintain an active internet connection to the solar installation for reporting the number of kilowatt hours generated by the Equipment which is required for reporting SRECs and monitoring electricity production and (y) provide such cooperation and execute such documents as may be required for Tenant to continue to be or to be deemed to be the "Host Customer" for designation of the distribution of net metering credits under Eversource or its successor's Schedule Z or any document which replaces or succeeds such Schedule Z. Any cooperation or execution of documents by Landlord shall be at no cost, liability or expense to Landlord. Tenant shall install, at Tenant's sole expense, a submeter for Landlord's electricity usage and Landlord covenants and agrees that it shall purchase its power for the building at the delivery and supplier rates published by Eversource or its successor from time to time. Tenant shall invoice Landlord monthly for such electricity usage.

2. **Term.** This Lease shall commence upon the date of the sale of the Property to Landlord and shall terminate on December 31, 2023 (the "Expiration Date"). Notwithstanding the foregoing, if, at any time during the Term, Tenant expands the Leased Area pursuant to its rights under Section 1(c), above, the Term with respect to the additional area shall begin on the effective date of such expansion and shall expire on the Expiration Date.

3. **Rent.** In consideration of the rights granted hereunder, Tenant shall pay to Landlord rent ("**Rent**") in the amount of One Dollar (\$1.00) per year payable on the date of each anniversary of the Commencement Date for the term of this Lease.

4. **Access.** Landlord hereby grants Tenant easements over, across, and through the Property and Building for the installation, operation, maintenance, repair, and replacement of the Equipment and related equipment and appurtenances at all times. Tenant's activities shall not interfere with Landlord's normal business activities, and the Parties will cooperate to establish reasonable policies and procedures for the ongoing maintenance, repair, replacement and operation of the Tenant's Equipment. Landlord specifically agrees not to construct, plant or allow any construction or planting to block sunlight from reaching the photovoltaic panel system.

5. **Additional Terms and Conditions.** In addition to the other terms of this Lease, the rights and obligations herein shall be subject to the following terms and conditions:

(a) Tenant shall also have the right in common with Landlord and other tenants of the Building to use the common areas of the Building and surrounding Property not customarily reserved for exclusive use by tenants for parking or ingress and egress to and from the Roof for purposes of installing,

removing, servicing, operating, maintaining and repairing the Equipment and appurtenances. Such ingress and egress shall be subject to Landlord's reasonable security and safety requirements.

(b) Except as otherwise provided herein, Landlord shall have no liability on account of any damage to or interference with the Equipment, except to the extent caused by Landlord's negligence or misconduct, or the negligence or misconduct of any of Landlord's officers, agents, contractors, employees or invitees.

(c) Tenant shall be solely responsible for operating, maintaining and repairing the Equipment, at Tenant's sole cost and expense in a good and workmanlike manner.

(d) Tenant shall perform all work related to the Equipment in such a way as to not void, modify or limit any warranty or guarantee relating thereto.

(e) Tenant shall pay all fees, taxes, charges, impositions and levies as may be required by any governmental authority in relation to the Equipment; provided, however, in the event any such fees, taxes, charges, impositions or levies are assessed against the Equipment and the Building (and/or surrounding premises owned by Landlord), Landlord and Tenant shall cooperate in good faith to mutually determine a reasonable allocation of such liability.

(f) It is understood and agreed by and between Landlord and Tenant that the Leased Premises will be used for the operation, repair, replacement and maintenance of the Equipment.

6. **Modifications and Replacements.** Any modifications to the Building and/or Roof in connection with the rights granted to Tenant hereunder shall be subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and shall be made in accordance with any and all applicable governmental guidelines, laws, ordinances, codes, rules, regulations and requirements of all federal, state or local governmental units or agencies having jurisdiction over the Building or the Equipment (collectively, "Laws") in effect from time to time. Tenant shall further submit such information (including structural plans) for review by Landlord's architect and structural engineer as may be required in order to demonstrate compliance with the foregoing requirements. Tenant agrees that it shall be responsible for the cost of preparation of all such plans.

7. **Licenses, Permits, Laws and Rules.** Tenant shall secure and maintain throughout the Term of this Lease from the proper governmental authorities all licenses or permits required by applicable Laws for the location, maintenance, repair, replacement and operation of the Equipment on the Roof. Tenant shall, at Tenant's sole cost and expense, promptly observe and comply with any and all Laws, as such Laws may relate to the use, location, maintenance repair, replacement or operation of the Equipment, and Tenant shall pay any and all fines, penalties, damages or costs arising directly from Tenant's failure to observe or comply with any of said Laws. Landlord shall provide reasonable cooperation and assistance to Tenant in obtaining all governmental approvals required by Tenant, with any expenses to be paid by Tenant.

8. **Maintenance of Roof Area,** Tenant shall, at Tenant's expense, promptly repair any damage to the Roof Area to the extent such damage is caused by the negligence or willful act of Tenant or any of its employees, agents or contractors. Except as to such damage, maintenance, repair and replacement of the Roof shall be the responsibility of Landlord at its sole cost and expense. If, by virtue of any repair or replacement to the Roof or Building required which is the responsibility of Landlord, and if Tenant is then unable to utilize a portion of the Leased Premises or Equipment, Landlord shall, at Landlord's expense,

provide Tenant with temporary replacement Roof Area to maintain and operate the Equipment while such repair or replacement is being completed, and Tenant shall have a reasonable period of time within which to move the Equipment to the temporary location, at Landlord's sole cost and expense. All repairs or replacements that are the responsibility of Landlord shall be conducted by Landlord in a prompt manner so as to minimize the amount of time that the Equipment is displaced from the initial Leased Premises.

9. **Default and Remedies.** In the event of any breach of any provision of this Lease by Tenant, which breach shall remain uncured for thirty (30) days after written notice thereof to Tenant (or such longer period of time, in the event that such cure will reasonably take longer than thirty (30) days, so long as Tenant begins the cure in such fifteen thirty (30)- day period and diligently pursues completion of the same thereafter), Landlord may declare Tenant to be in default hereunder and may terminate this Lease. In addition, Landlord shall be entitled to exercise all available rights and remedies at law or in equity as a result of such default. In the event of any breach of any provision of this Lease by Landlord, which breach shall remain uncured for thirty (30) days after written notice thereof to Landlord (or such longer period of time, in the event that such cure will reasonably take longer than thirty (30) days, so long as Landlord begins the cure in such thirty (30)-day period and diligently pursues completion of the same thereafter), Tenant may declare Landlord to be in default hereunder and may terminate this Lease. In addition, Tenant shall be entitled to exercise all available rights and remedies at law or in equity as a result of such default.

10. **Cancellation: Termination.**

Tenant shall have the right to terminate this Lease upon not less than sixty (60) days' prior written notice to Landlord.

11. **Indemnification.** Landlord shall indemnify, defend and hold Tenant, and Tenant's officers, agents and employees, harmless from and against any and all losses, injuries, damages, demands, costs, expenses, fines, penalties, lawsuits, claims and/or liabilities (including reasonable attorneys' fees), occasioned by, arising out of or resulting in connection with, this Lease, Landlord's activities at or from the Building, any act or failure to act by Landlord, its agents or employees or any default by Landlord hereunder, and the condition of improvements or the buildings or by reason of any defect, structural or otherwise, in the construction or condition of said buildings and improvements, except to the extent arising from the negligence or willful misconduct of Tenant or its officers, agents, or employees. Tenant shall indemnify, defend and save Landlord, and Landlord's officers, agents and employees, harmless from and against any and all losses, injuries, damages, demands, costs, expenses, fines, penalties, lawsuits, claims and/or liabilities (including reasonable attorneys' fees), occasioned by, arising out of or resulting in connection with, this Lease, Tenant's activities at or from the Building, any act or failure to act by Tenant, its agents or employees or any default by Tenant hereunder, except to the extent arising from the negligence or willful misconduct of Landlord or its officers, agents, or employees. Provided, that notwithstanding the foregoing, neither party shall be entitled to consequential, incidental or special damages.

12. **Emergencies.** In the event of an emergency, Landlord shall promptly notify Tenant of such emergency at or within the Building.

13. **Insurance.**

(a) Tenant shall carry insurance during the entire Term hereof insuring Tenant and naming Landlord and Landlord's agents and beneficiaries as additional insureds (as applicable), with the following coverages in the following amounts:

(i) Comprehensive general liability insurance, including contractual liability insuring the indemnification provisions contained in this Lease, in an amount of not less than \$2 Million single limit per occurrence/\$5 Million annual aggregate; and

(ii) "All Risk" physical damage insurance, including sprinkler leakage, for the full replacement cost of the Equipment and all additions, improvements and alterations to the Leased Area and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property at or in the Building, in the amount of the full replacement value thereof.

(b) Landlord agrees, during the Term, to carry commercial general liability insurance and insurance with respect to the Building against fire, vandalism, malicious mischief and such other perils as are from time to time included in an all-risk form of coverage for an amount equal to the full replacement cost of the Building, including coverage to protect against loss of rents. Landlord shall name Tenant and Tenant's agents and beneficiaries as additional insureds (as applicable).

(c) Each Party shall, prior to the commencement of the Term hereof and thereafter during the Term, furnish the other Party policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be changed or canceled without at least ten (10) days' prior written notice to the other Party.

(d) Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releasor carries with respect to the Building, surrounding Property, Equipment or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease), but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releasor to recover thereunder. Each Party agrees that it will request from its insurer that its insurance policies will include such a provision. In the event of a loss sustained by Tenant which would have been covered by the insurance required to be maintained by Tenant hereunder, but for Tenant's failure to do so, Tenant shall be deemed to be fully insured with respect to the same and to have recovered the entire amount of its loss. In the event of a loss sustained by Landlord which would have been covered by the insurance Landlord agrees to maintain hereunder, but for Landlord's failure to do so, Landlord shall be deemed to be fully insured with respect to the same and to have recovered the entire amount of its loss.

(e) Tenant's insurance shall name Landlord as an additional insured, shall include contractual liability coverage for written contracts and agreements including this Agreement, and shall be non-cancelable and non-alterable without thirty (30) days' prior written notice to Landlord. "Claims made" policies are not acceptable. The adequacy of the coverage afforded by the required insurance shall be subject to review by Landlord from time to time, and if it appears in such review that risk exposures require an increase in the coverages and/or limits of this insurance, the Tenant shall make such increase to that extent and any increased costs shall be borne by the Tenant. The insurance required hereunder shall provide that it is primary with respect to the Tenant and Landlord. The Tenant shall provide evidence of such insurance, including insurer's acknowledgement that coverage applies with respect to this Agreement, by providing certificates of insurance, or the Declaration page of a homeowners' insurance policy (for residential FIT facilities), to Landlord within thirty (30) days of any change. Initially, certificates of insurance must be provided to Landlord prior to executing this Agreement and any parallel interconnection. The Tenant's indemnity and other obligations shall not be limited by the foregoing

insurance requirements. Any deductible shall be the responsibility of the Tenant.

(f) **Notification.** The Parties to this Agreement agree to promptly notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

14. **Damage or Destruction.** In the event the Building, Roof and/or Leased Area shall be partially or totally destroyed by fire or other casualty which has not been caused by Tenant or its agents, employees or contractors, so as to become partially or totally unfeasible for use by Tenant hereunder, the damage shall be promptly repaired by Landlord, unless Landlord shall elect not to rebuild as hereinafter provided, and a just and proportionate part of the Rent and all other additional rent and charges shall be abated until so repaired. If more than twenty-five percent (25%) of the Building, Roof and/or Leased Area shall be damaged or destroyed by fire or other casualty, then Landlord may elect either (i) to repair or rebuild the affected area, or (ii) to terminate this Lease by giving written notice to Tenant of its election to so terminate, notice of such election to be given within ninety (90) days after the occurrence of such damage or destruction. If Landlord is required or elects to repair or rebuild the Building, Roof and/or Leased Area as herein provided, the work shall be initiated with reasonable dispatch and diligently proceeded with to completion and Tenant may elect either to terminate this Lease or to repair or replace Equipment. If more than twenty-five percent (25%) of the Building, Roof and/or Leased Area shall be damaged or destroyed by fire or other casualty, and the same will take more than sixty (60) days from the date of such casualty to repair or replace, Tenant shall have the option to terminate this Lease by giving written notice to Landlord of its election to so terminate, notice of such election to be given within thirty (30) days after Tenant's receipt of notice of the estimated time necessary to repair or replace such damaged area.

15. **Eminent Domain.** If all or substantially all of the Building or Roof are taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the Rent payable hereunder shall be apportioned accordingly. If any material part of the Building or Roof is taken, Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority, upon giving written notice thereof to Tenant, and the Rent payable hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Building or Leased Area, this Lease shall continue in force as to the part of the Leased Area not taken, and the Rent payable thereafter shall be reduced in proportion to the amount of total area of the Leased Area taken. In the event of any such taking, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations to restore the Roof remaining to as near its former condition as circumstances will permit. In any event, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Building or Roof, shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord. Notwithstanding anything herein to the contrary, in the event that more than 25% of the Leased Area is taken, Tenant shall have the right to terminate this Lease upon fifteen (15) days' prior written notice to Landlord.

16. **Assignment/Subletting.**

(a) Tenant shall have the right to assign its interest in this Lease in whole or in part, and the leasehold estate created hereby, with Landlord's prior written consent.

(b) Notwithstanding the foregoing, Tenant may assign this Lease without Landlord consent to a Permitted Transferee, as defined below, so long as: (1) the Permitted Transferee assumes this Lease pursuant to a document reasonably satisfactory to Landlord; (2) such assignment is without expense to Landlord; (3) there does not then exist an Event of Default and no Event of Default will be created as a result of the proposed assignment or the proposed use by the assignee; (4) the successor to Tenant has a net worth, computed in accordance with generally accepted accounting principles consistently applied, at least equal to the greater of (i) the tangible net worth of Tenant immediately prior to such merger, consolidation or transfer, or (ii) the tangible net worth of Tenant herein named on the date of this Lease; and (5) each of Landlord's mortgagees has consented to such assignment if such mortgagee's consent is required pursuant to the terms of the applicable financing documents. "Permitted Transferee" means (a) an entity controlling, controlled by or under common control with Tenant, (b) an entity which succeeds to Tenant's business by merger, consolidation or other form of corporate reorganization, or (c) an entity which acquires all or substantially all of Tenant's assets or stock; provided that an entity may not become a Permitted Transferee through or as a part of a bankruptcy or other similar insolvency proceeding.

17. Estoppel and Subordination.

(a) Landlord and Tenant each agree, within ten (10) days after request therefor by the other Party, to execute in recordable form and deliver to the requesting Party a statement, in writing, certifying (if such be the case) (i) that this Lease is in full force and effect, (ii) the date of commencement of the Term, (iii) that Rent is paid currently without any off-set or defense thereto, (iv) the amount of Rent, if any, paid in advance, (v) that there are no uncured defaults by the requesting Party or, if such defaults are claimed, stating the facts giving rise thereto, and (vi) other similar matters as may be requested by the requesting Party or its lenders, mortgagees or prospective mortgagees. Any such certificate may be relied upon by the Party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Party providing it.

(b) Subordination to Mortgages. This Lease is and shall be and remain subordinate to the lien of any present or future mortgage or mortgages, irrespective of the time of execution or time of recording of any such mortgage or mortgages, and to all renewals, extensions, and modifications thereof or amendments thereto; provided that as a condition to such subordination to any present or future mortgage the mortgagee must agree not to disturb Tenant's possession of the Premises pursuant to the terms of this Lease so long as no Event of Default exists. Tenant will, upon five Business Days' advance written request from Landlord or any holder of a mortgage on all or a portion of the Project or the ground lessor thereof, execute, acknowledge, and deliver any and all instruments reasonably deemed necessary or desirable by Landlord, or such holder to give effect to, or notice of, such subordination, provided that such subordination includes a non-disturbance agreement for the benefit of Tenant on commercially reasonable terms and conditions specified by the mortgagee.

(c) Upon receipt of a written request from Landlord or any holder of a mortgage, on all or any part of the Property, Tenant will thereafter send any such holder copies of all notices (including, but not limited to, notices of default or termination) given by Tenant to Landlord in accordance with any provision of this Lease.

(d) The Parties specifically acknowledge and agree that Tenant intends to pursue certain tax benefits as the owner of the Equipment for federal and state income tax purposes, and in that connection, Tenant and/or Tenant's financing parties intend to pursue all tax benefits associated with the Equipment.

(c) Nothing in this Lease shall be construed to convey to either Party a license or other right to trademarks, copyrights, technology or other intellectual property of the other Party or associated with the Equipment.

18. **Notice.** All notices or other communications required or provided to be sent by either party or by Escrow Agent shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested; or (ii) by any nationally known overnight delivery service; or (iii) by courier; or (iv) by facsimile transmission; or (v) in person; or (vi) by electronic mail. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or upon delivery if sent by overnight delivery service, courier, facsimile transmission, electronic mail, or personally delivered. All notices shall be addressed to the party at the address below:

To Landlord: Amerco Real Estate Company
2727 North Central Avenue
Phoenix, AZ 85004
Attn: Brooke Askew-Rossi
Telephone No.: (602) 263-6555 x515202
Fax No.: (602) 277-5824
Email: Brooke_Askew-Rossi@uhaul.com

To Tenant: Plumbers' Supply Company
922 Flaherty Drive
New Bedford, MA 02745
Attn: Brian Jones
Telephone No.: (508) 985-4966
Email: bjones@plumberssupplyco.com

With a copy to: Schlesinger and Buchbinder, LLP
1200 Walnut Street
Newton, MA 02461
Attn: Alan J. Schlesinger, Esquire
Telephone No. (617) 965-3500
Fax No: (617) 965-6824
E-mail: aschlesinger@sab-law.com

Either Party may change its address by giving written notice thereof to the other Party.

19. **Quiet Enjoyment.** If and so long as Tenant pays the Rent reserved by this Lease and performs and observes the covenants and provisions hereof, Landlord covenants and agrees that Tenant shall quietly enjoy the exercise of its rights hereunder without hindrance, disturbance or molestation from Landlord or any person claiming under Landlord.

20. **Dispute Resolution.** The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Lease (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. If after such negotiation

the Dispute remains unresolved, the Parties may exercise their rights and remedies pursuant to Section 10 herein.

21. **Waiver.** Failure or delay on the part of Landlord or Tenant to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

22. **Prior Negotiations.** This Lease constitutes the entire agreement of the Parties with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements in connection herewith.

23. **Amendment.** No modification of this Lease shall be valid unless made in writing and signed by an authorized officer of Landlord and an authorized officer of Tenant.

24. **Default Interest.** Any amount due hereunder which is not paid when due shall bear interest at a rate (the "**Default Interest Rate**") equal to one and one-half percent (1 1/2%) from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default under this Lease.

25. **Governing Law and Waiver of Jury.** THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE NON- EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN MASSACHUSETTS WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

26. **No Partnership.** Landlord does not, by virtue of this Lease, in any way or for any purpose, become a partner of Tenant in the conduct of its business, nor become a joint venturer or a member of a joint enterprise with Tenant, nor become responsible for any of the debts, liabilities or obligations of Tenant.

27. **Headers and Captions.** The Section headings in this Lease are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing any provision of this Lease.

28. **Successors and Assigns.** The covenants and agreements contained in this Lease shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their respective permitted successors and assigns, except as expressly otherwise herein provided.

29. **Severability.** If any term, covenant or condition of this Lease or any portion of any term, covenant or condition hereof or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition or portion thereof to persons, entities and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

30. **Construction.** This Lease shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural where the sense requires. Words importing persons shall include firms, associations, partnerships (including both general and limited partnerships), trusts, corporations and other legal entities, including, but not limited to, public bodies, as well as natural persons. The use of the term "including" in this Lease shall mean in all cases "including but not limited to" unless specifically designated otherwise, and the use of "or" is not exclusive. All references to "Articles" and "Sections" without reference to a document other than this Lease, are intended to designate articles and sections of this Lease. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article or Section, unless specifically designated otherwise. Unless otherwise specified in this Lease, any reference to "days" shall be construed as a reference to calendar days, and shall include in the counting thereof all Saturdays, Sundays and holidays; provided, however, if the final day of any period specified in "days" falls on a Saturday, Sunday or holiday, the period shall be deemed extended to include the next regular business day occurring thereafter.

31. **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the day and month first above written.

LANDLORD:

By: _____
Name/Title:

TENANT:

By: _____
Name/Title:

EXHIBIT A

Roof Area

System Size: 307.04 kW
Panel Manufacturer: LG
Panel Model: G3-300w
Panel Count: 1,536

Roofing Information:
 New, 40-year, 30-year
 100% Recycled
 100% Recycled

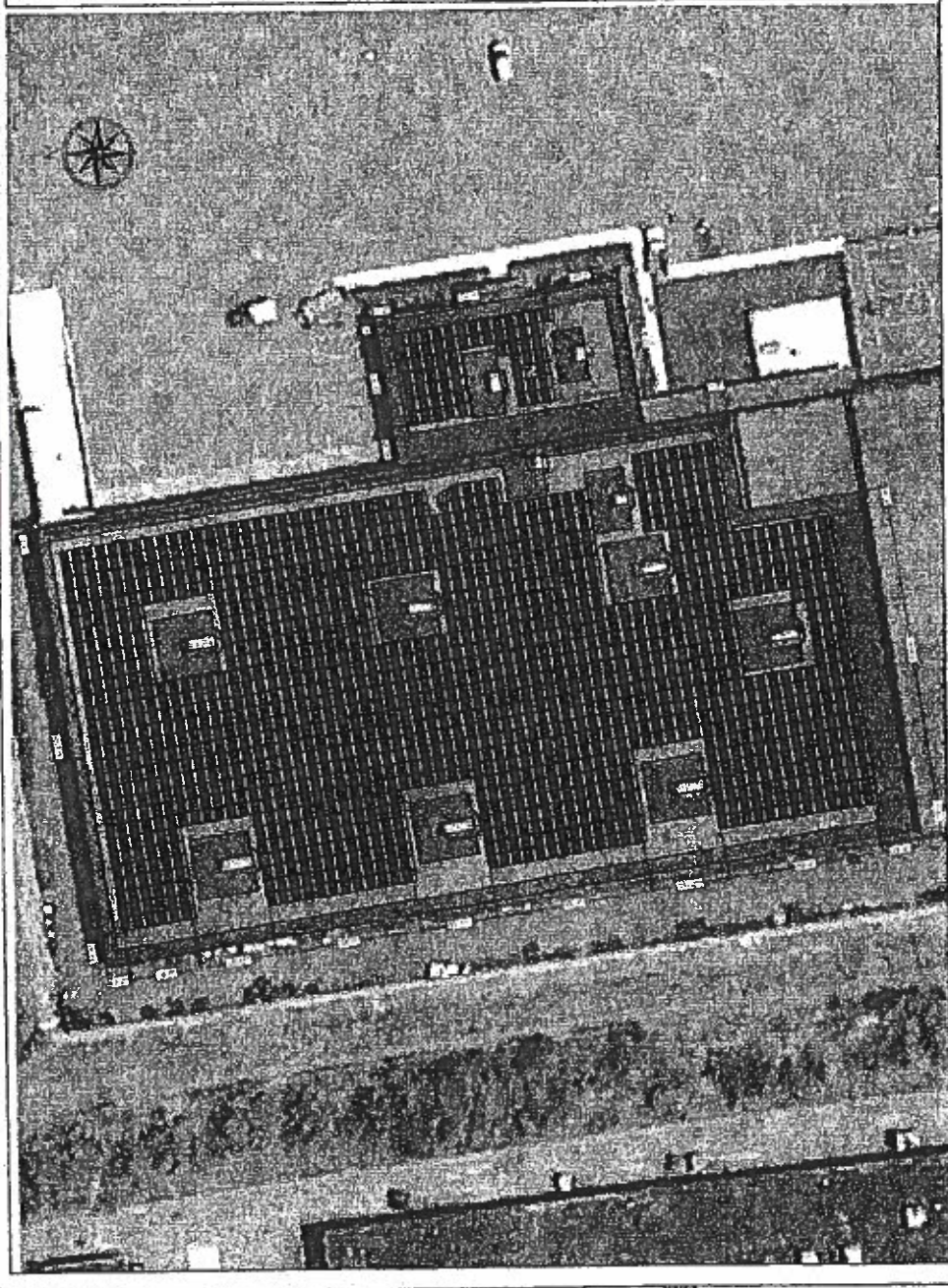
Roofing:
 PV-1

No.	1	2	3	4	5	6
1	1	1	1	1	1	1
2	1	1	1	1	1	1
3	1	1	1	1	1	1
4	1	1	1	1	1	1
5	1	1	1	1	1	1
6	1	1	1	1	1	1

MUNRO ELECTRIC
BAYNHAM, MA
(508) 556-2186

426 CHURCH ST
NEW BEDFORD, MA

PV-E1



08/07/2014 11:00 AM

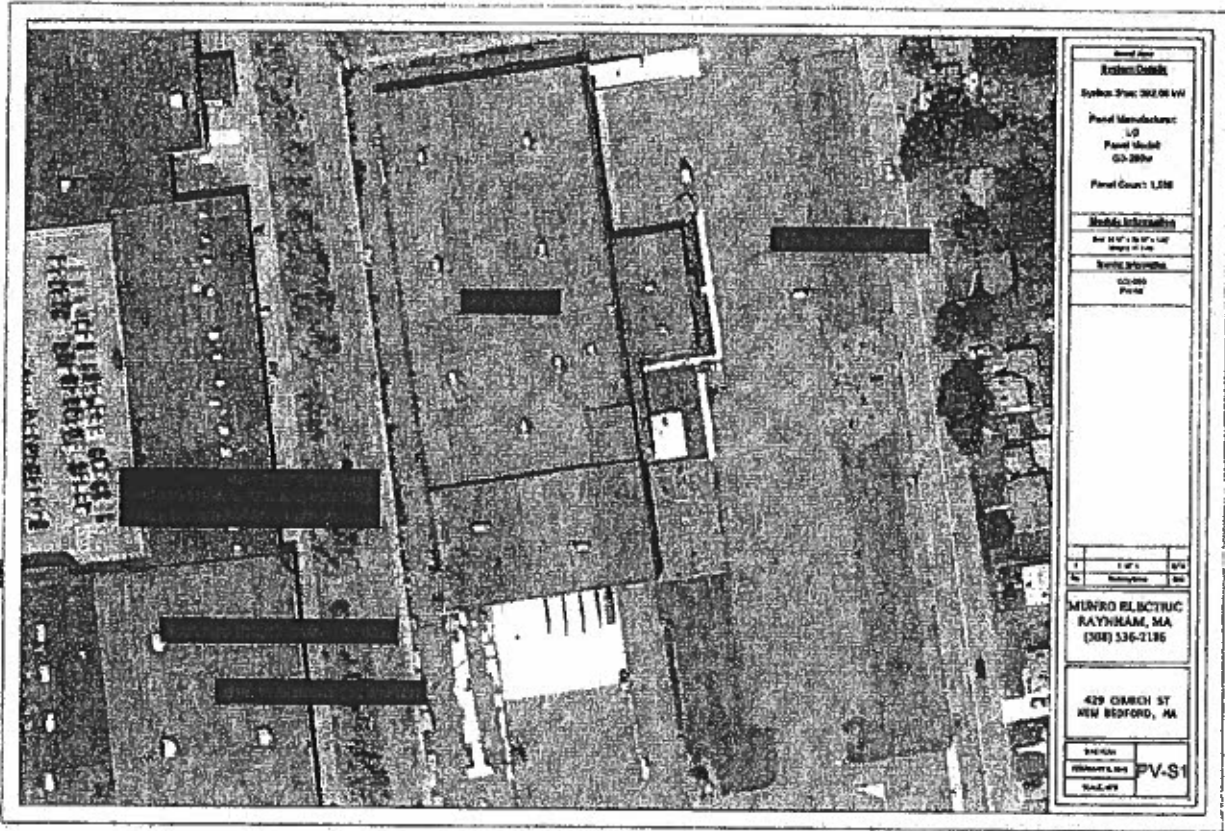
EXHIBIT B

Equipment

Equipment List

392,080 DC Watt Solar Photovoltaic grid-tied system

- **Two Inverters**
 - 1 / Solectria PVI 95KW
 - 1 / Solectria SGI 250KW
- **Qty 1,580 260 Watt Solar Panels (manufacturer= LG)**
- **Qty 10 Combiner boxes**
 - Solectria 12 string discom combiner boxes
- **Ecofoot Solar Mounting System (manufacturer=Equilibrium Solar)**



Panel Data

System Size: 302.06 kW

Panel Manufacturer: LG

Panel Model: GS-280r

Panel Count: 1,538

Module Information

Mod. Mfg.: LG

Mod. Mfg. Part No.: GS-280r

Mod. Mfg. Part No.: GS-280r

Mod. Mfg. Part No.: GS-280r

1	1.00%	302.06
2	1.00%	302.06

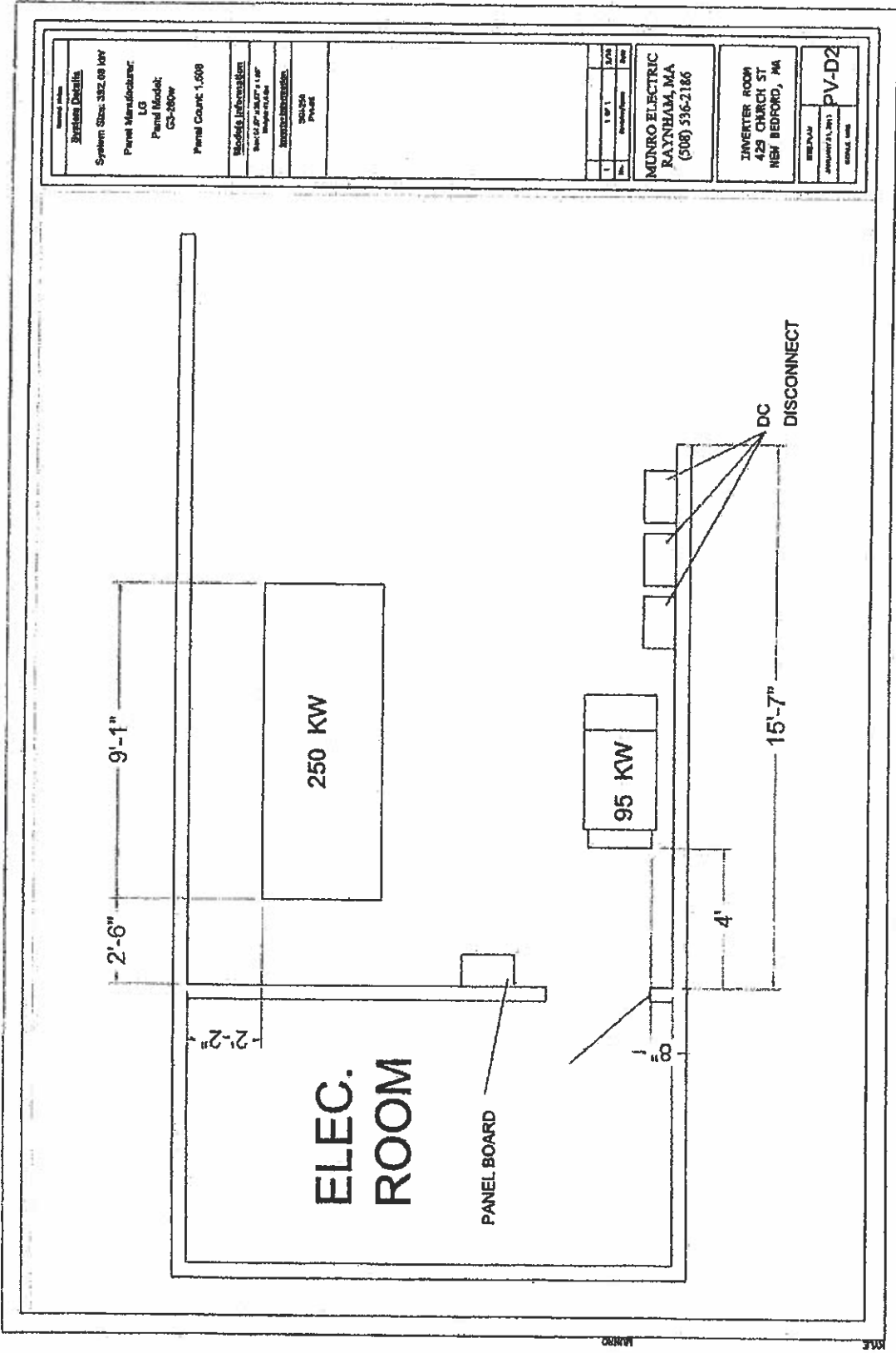
MIRRO ELECTRIC
RAYNHAM, MA
(508) 536-2186

429 CIBICHI ST
NEW BEDFORD, MA

SECTION: PV-S1

DATE: 07/15/2014

DRAWN BY: [Redacted]



First American Title Insurance Company

Commercial Owner's Affidavit

STATE OF _____ }
COUNTY OF _____ }

The undersigned affiant first being duly sworn, deposes and says:

1. That the General Partnership named herein is the owner of certain real property in the State of Ohio described as follows (the "property"):

For complete legal description see Exhibit "A" attached hereto and made a part hereof.

2. That the undersigned Partner of said General Partnership is authorized to execute this affidavit, and is authorized to execute all instruments necessary to mortgage or convey the Property pursuant to the Partnership Agreement
3. That the General Partnership is created in the State of Ohio, its authority has not been revoked nor is in threat of revocation, and there are no provisions in the Partnership Agreement which in any way impedes the General Partnership's ability to mortgage or convey the Property.
4. That there have been no construction, repairs, alterations, improvements made, ordered or contracted to be made on or to the Property, nor materials ordered within the last 6 months (or 75 days after completion of work, or 100 days after completion of work if Oil & Gas Well) which have not been paid for, nor are there any fixtures attached to the Property which have not been paid for in full; and there are no outstanding or disputed claims for any such work or item, except:
_____.

That the work of improvement, if any:

- Started on _____
- Was completed on _____
- Will be completed on _____

5. That there has been no work done, nor notice received that work is to be done by the municipality (city, borough, or township), or at its direction, including but not limited to the installation of water or sewer lines, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.

6. That there are no unrecorded leases or agreements affecting the Property, and there is no one in possession of or that has access to the Property, other than: **(enter N/A if such is true)**

- the undersigned
- tenants based on month-to-month rental agreements
- lessees based on existing leases, copies of which are attached hereto
- affiant(s) please remember to attach copies of leases.
- _____

7. That there are no rights of first refusal or options to purchase all or any part of the Property except:

(enter "None" or "N/A" if such is true)

8. That there are no unpaid real estate taxes or assessments except as shown on the current tax roll. That the undersigned has not received any supplemental tax bill which is unpaid.

9. That no actions in bankruptcy have been filed by or against the corporation in any federal court or any other court of competent jurisdiction.

10. That there are no matters pending against the Affiant that could give rise to a lien that would attach to the property between the most recent effective date of the title commitment and the recording of the interest to be insured, and that the Affiant has not and will not execute any instrument that would adversely affect the title or interest to be insured.

11. That this affidavit is given for the purpose of inducing First American Title Insurance Company and/or its agent to issue its policies of title insurance which may provide coverage as to the matters listed above. The undersigned acknowledge that they have read the foregoing and fully understand the legal aspects of any misrepresentation and/or untrue statements made herein and indemnify and hold harmless FIRST AMERICAN TITLE INSURANCE COMPANY against liability occasioned by reason of reliance upon the statements made herein.

12. As an inducement to the Company to insure over any matters attaching or created. during the "gap" in time between the last continuation of title and the recording of the deed, mortgage, or other such instrument with respect to the Premises, the undersigned shall (1) promptly remove of record any matters filed of record during said gap period, and (2) hold harmless and indemnify the Company or any loss, cost expense, claim or damage, including without limitation reasonable attorney fees, arising with respect to any such matters.

Orthopedic & Neurological Associates, a general partnership

By: _____
Name: Carl C. Berasi
Title: President

STATE OF _____)SS
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Date: **December 11, 2019**

Owner's Affidavit - continued

File No.: **NCS-948996-
PHX1 (ssb)**

WITNESS my hand and official seal.

Signature _____

My Commission Expires: _____

This area for official notarial seal

Exhibit "A "

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of Half Section 49, Township 12, Range 21, Refugee Lands, being 1.664 acres out of that original 4.978 acre tract of land as described in a deed to Saga Property Management Corporation, of record in Official Record Volume 3328, Page D05, all references to volumes and books of record in the Recorder's Office, Franklin County, Ohio, said 1.664 acre tract being more particularly described as follows:

Beginning, for reference, at an iron pin at the Southeasterly corner of said original 4.978 acre tract, in the Northerly right-of-way line of Refugee Road at the Northeasterly corner of that 0.66 acre tract of land as described in a deed to the State of Ohio as Parcel No. 153A-2WD of record in Deed Book 3217, Page 565 and at the Southwesterly corner of that 1.023 acre tract of land as described in a deed to Robert L. Schirtzinger, of record in Deed Book 3678, Page 490;

Thence North 1° 30' 00" West, with the Westerly line of said 1.023 acre tract, the Easterly line of said 4.978 acre tract, a distance of 431.22 feet to the true place of beginning;

Thence crossing said 4.978 acre tract the following two courses and distances:

(1) North 88° 30' 00" West, a distance of 184.54 feet to a point;

(2) South 1° 30' 00" West, a distance of 428.30 feet to a point in the Northerly right-of-way of said Refugee Road, the Southerly line of said 4.978 acre tract, the Northerly line of said 0.66 acre tract;

Thence North 88° 21' 50" West, with the Southerly line of said 4.978 acre tract the Northerly line of said 0.66 acre tract, the Northerly line of Refugee Road a distance of 50.00 feet to a point;

Thence crossing said 4.978 acre tract the following four courses and distances:

(1) North 1° 30' 00" East, a distance of 25.00 feet to a point;

(2) South 88° 21' 50" East, a distance of 20.00 feet to a point;

(3) North 1° 30' 00" East, a distance of 403.23 feet to a point;

(4) North 88° 30' 00" West, a distance of 143.47 feet to an angle point in the Westerly line of said 4.978 acre tract, an angle point in the Easterly line of that 3.727 acre tract of land as described in a deed to U-Haul Co., of record in Deed Book 3741, Page 569;

Thence North 42° 14' 02" East, with the said Easterly line of said 3.727 acre tract, the Westerly line of said 4.978 acre tract a distance of 300.00 feet to a point;

Thence South 88° 30' 00" East, with the Northerly line of said 4.978 acre tract a Southerly line of said 3.727 acre tract a distance of 162.24 feet to a point in the Westerly line of that 16.002 acre tract of land as described in a deed to Columbia-East, Ltd., of record in Deed Book 3057, Page 267, the Northeasterly corner of said 4.978 acre tract, a Southeasterly corner of said 3.727 acre tract;

Thence South 1° 30' 00" West, with the Westerly line of said 16.002 acre tract, the Easterly line of said 4.978 acre tract, a distance of 227.33 feet to the true place of beginning and containing 1.664 acres of land more or less.

Location: 429 CHURCH ST

Parcel ID: 114 3

Zoning: IB

Fiscal Year: 2020

Current Owner Information:
 JONES J THOMAS "TRUSTEE"
 JONES KEVIN J "TRUSTEE"
 P O BOX 51687
 429 CHURCH STREET
 NEW BEDFORD , MA 02745

Current Sales Information:

Sale Date:
 11/17/2005

Sale Price:
 \$1,800,000.00

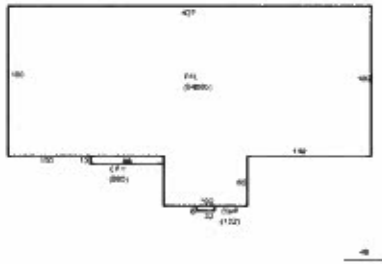
Legal Reference:
 7875-349

Grantor:
 CHURCH STREET PARTNERS, LLC,

Card No. 1 of 1

This Parcel contains 6.8300 acres of land mainly classified for assessment purposes as MFG with a(n) MANUFACTURING style building, built about 1971, having Conc Blk exterior, Rubber Sheathing roof cover and 84660 Square Feet, with 1 unit(s), total room(s), total bedroom(s) total bath(s), 0 3/4 baths, and 4 total half bath(s).

Building Value:	Land Value:	Yard Items Value:	Total Value:
1698800	850200	112500	2661500



Fiscal Year 2020		Fiscal Year 2019		Fiscal Year 2018	
Tax Rate Res.:	16.16	Tax Rate Res.:	16.47	Tax Rate Res.:	16.63
Tax Rate Com.:	33.59	Tax Rate Com.:	34.84	Tax Rate Com.:	35.65
Property Code:	400	Property Code:	400	Property Code:	400
Total Bldg Value:	1698800	Total Bldg Value:	1705400	Total Bldg Value:	1724300
Total Yard Value:	112500	Total Yard Value:	112500	Total Yard Value:	112500
Total Land Value:	850200	Total Land Value:	850200	Total Land Value:	850200
Total Value:	2661500	Total Value:	2668100	Total Value:	2687000
Tax:	\$89,399.79	Tax:	\$92,956.60	Tax:	\$95,791.55

Disclaimer: Classification is not an indication of uses allowed under city zoning. This information is believed to be correct but is subject to change and is not warranted.

