

Owner's Verification (Inclusive of Deed, Title, and Mortgage Survey)

BK 11079 PG 179
05/20/14 02:33 DOC. 9372
Bristol Co. S.D.

TRUSTEE'S DEED

I, DOROTHY E. M. AGHAI, of 23 Merrymount Drive, Dartmouth, Bristol County, Massachusetts, Trustee of The Dorothy E. M. Aghai Revocable Trust – 2007, established by me by Declaration of Trust dated October 19, 2007, by power conferred by said Trust and every other power,

for One Hundred Sixty-five Thousand and no/100 (\$165,000.00) Dollars paid

grant to IAN SHIELDS of 90 Wareham Street, Unit 512, Boston, Massachusetts 02118,

with QUITCLAIM COVENANTS,

the land with the buildings thereon in New Bedford, Bristol County, Massachusetts, having an address of 138 – 142 Arnold Street, New Bedford, Massachusetts, bounded and described as follows:

Beginning at the point of intersection of the south line of Arnold Street with the east line of Ash Street;

Thence S 56° 00' 00" E in said south line of Arnold Street Sixty and 80/100 (60.80) feet to Map 45, Lot 294 as shown on plan hereinafter mentioned;

Thence S 35° 04' 33" W in line of last named land Thirty-five and 97/100 (35.97) feet to the northerly line of Lot 2 on plan hereinafter mentioned;

Thence N 55° 33' 30" W in line of Lot 2 Sixty and 40/100 (60.40) feet to the easterly line of Ash Street; and

Thence N 34° 26' 30" E in said east line of Ash Street Thirty-five and 50/100 (35.50) feet to the point of beginning.

Containing 2,165 square feet and being Lot 1 on "Approval Not Required Plan of Land located in New Bedford, MA prepared for Dorothy E. M. Aghai, Trustee" dated June 22, 2011, Rev: 6-27-11 and recorded in the Bristol County (S.D.) Registry of Deeds at Plan Book 167, Page 66.


Subject to a Cross-Maintenance-Access Easement Agreement dated May 20, 2014
between Grantor and NCCC Properties, LLC recorded with the Bristol County (S.D.)
Registry of Deeds at Book _____, Page _____.

Being a part of the premises described as Property No. 6 in deed of Rahim Aghai and
Dorothy E. Aghai, also known as Dorothy Elaine Aghai, also known as Dorothy Aghai,
dated July 31, 2009 and recorded with the Bristol County (S.D.) Registry of Deeds in
Book 9484, Page 1.

WITNESS my hand and seal this 20th day of May, 2014.

The Dorothy E. M. Aghai Revocable
Trust - 2007 w/d/t dated 10/19/2007


Witness


By: 
Dorothy E. M. Aghai, Trustee

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 20th day of May, 2014, before me, the undersigned notary public, personally
appeared Dorothy E. M. Aghai, and proved to me through satisfactory evidence of
identification, to be the person whose name is signed on the preceding document, and
acknowledged to me that she signed it voluntarily for its stated purpose as Trustee of The
Dorothy E. M. Aghai Revocable Trust - 2007. The satisfactory evidence of identification
was:

- ☐ A current document issued by a federal or state government agency
bearing the photographic image of the Principal's face and signature; or
- ☐ On the oath or affirmation of a credible witness unaffected by the
document or transaction who is personally known to the notary public and
who personally knows the Principal; or
- ☒ Identification of the Principal based on the notary public's personal
knowledge of the identity of the Principal; or
- ☐ The following evidence of identification: _____


Notary Public Juan A. Smith
My Commission Expires: 6/14/2015

BK 11079 PG 172

05-20-14 02:37 DOC. 9370
Bristol Co. S.D.

CROSS-MAINTENANCE-ACCESS EASEMENT AGREEMENT

This CROSS-MAINTENANCE AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 20th day of May, 2014, by and between DOROTHY E. M. AGHAI, as TRUSTEE of THE DOROTHY E. M. AGHAI REVOCABLE TRUST – 2007 established by Declaration of Trust dated October 19, 2007 and for which a Trustee's Certificate under M.G.L. Ch. 184 § 35 is recorded with the Bristol County (SD) Registry of Deeds in Book 10336, Page 325, having a mailing address of 23 Merrymount Drive, Dartmouth, Massachusetts 02747 (the "Trust"), and NCCC PROPERTIES, LLC, a New York limited liability company, registered to do business as a foreign limited liability company in the Commonwealth of Massachusetts, and having an office in the same Commonwealth located at 14 Tremont Street, New Bedford, Massachusetts 02740 (the "Company").

WHEREAS, the Trust is the owner of land situated on Arnold Street, in New Bedford, Bristol County, Massachusetts, commonly known as 138-142 Arnold Street, being more particularly delineated as Lot 1 ("Lot 1") on plan of land entitled, "Approval Not Required Plan of Land located in New Bedford, MA, prepared for Dorothy E. M. Aghai, Trustee", said plan dated June 22, 2011 and filed with the Bristol County (SD) Registry of Deeds in Plan Book 167, Page 66 (the "Plan");

FILE COPY

WHEREAS, the Company is the owner of land situated on Ash Street, in New Bedford, Bristol County, Massachusetts, commonly known as 142 Ash Street, being more particularly delineated as Lot 2 ("Lot 2") on the Plan;

WHEREAS, the Trust, as the owner of Lot 1, is amenable to granting to the Company, its successors and assigns, easements over the area of land depicted as Easement "A" on the Plan ("Easement A Area") for the purposes of accessing, maintaining, and repairing any structures and/or utilities located on Lot 2;

WHEREAS, the Company, as the owner of Lot 2, is amenable to granting to the Trust, its successors and assigns, easements over the area of land depicted as Easement "B" on the Plan ("Easement B Area") for the purposes of accessing, maintaining, and repairing any structures and/or utilities located on Lot 1; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Trust hereby grants and conveys to the Company, and its successors and assigns, as the owner of Lot 2, a perpetual right and easement over Easement Area A appurtenant to said Lot 2 for the purposes of accessing, repairing, and maintaining structures and/or utilities located on Lot 2, provided, however, that said right and easement is granted and is conveyed subject to the right hereby expressly reserved by the Trust for its benefit and for the benefit of its successors and assigns to continue to enjoy the use of Easement A Area for all purposes not adverse to the rights and easements herein granted to the Company.
2. The Company hereby grants and conveys to the Trust, and its successors and assigns, as the owner of Lot 1, a perpetual right and easement over Easement Area B appurtenant

to said Lot 1 for the purposes of accessing, repairing, and maintaining structures and/or utilities located on Lot 1, provided, however, that said right and easement is granted and is conveyed subject to the right hereby expressly reserved by the Company for its benefit and for the benefit of its successors and assigns to continue to enjoy the use of Easement B Area for all purposes not adverse to the rights and easements herein granted to the Trust.

3. With respect to the rights and easements granted and conveyed hereunder, the Trust and the Company by the acceptance hereof for themselves and their respective successors and assigns hereby agree as follows:

(a) The parties hereto shall have the right to use and enjoy the rights and easements for the purposes hereinabove stated in common with the respective grantor hereunder and others legally entitled thereto.

(b) The Company and its successors and assigns shall be responsible for the maintenance and repair of any of its structures and utilities located on the Easement B Area.

(c) The Trust and its successors and assigns shall be responsible for the maintenance and repair of any of its structures and utilities located on the Easement A Area.

(d) In the event that any excavations are made by the Company to any portion of the Easement A Area in connection with the maintenance and/or repair of utilities located on Lot 2, the Company shall forthwith restore the Easement A Area and the surfaces thereof to as reasonably good condition as such surface was in immediately prior to any such excavation thereof.

(e) In the event that any excavations are made by the Trust to any portion of the Easement B Area in connection with the maintenance and/or repair of utilities located on Lot 1, or otherwise, the Trust shall forthwith restore the Easement B Area and the surfaces thereof to as reasonably good condition as such surface was in immediately prior to any such excavation thereof.

(f) The Company shall indemnify and hold the Trust and its successors and assigns harmless from and against any claim, action, suit, loss, damage or liability, by reason of the Company's breach of the terms hereof, or by reason of any liability incurred by the Trust or its successors and assigns, arising out of any use or conduct by the Company, or the Company's agents, employees, contractors, guests, servants, visitors or invitees, on or about the Easement A Area. The foregoing indemnification shall include all costs, fees and expenses incurred or arising in connection therewith or in the enforcement thereof, including, without limitation, reasonable attorney's fees.

(g) The Trust shall indemnify and hold the Company and its successors and assigns harmless from and against any claim, action, suit, loss, damage or liability, by reason of the Trust's breach of the terms hereof, or by reason of any liability incurred by the Company or its successors and assigns, arising out of any use or conduct by the Trust, or the Trust's agents, employees, contractors, guests, servants, visitors or invitees, on or about the Easement B Area. The foregoing indemnification shall include all costs, fees and expenses incurred or arising in

connection therewith or in the enforcement thereof, including, without limitation, reasonable attorney's fees.

- (h) The Company shall not construct any new structure on the Easement A Area.
- (i) The Trust shall not construct any new structure on the Easement B Area.
- (j) This Agreement shall be binding upon and inure to the benefit of the Trust and the Company and their respective successors and assigns.

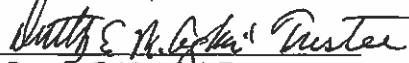
For title to Lot 1 see Property No. 6 of deed recorded with the Bristol County (SD) Registry of Deeds in Book 9484, Page 1.

For title to Lot 2 see deed recorded with the Bristol County (SD) Registry of Deeds in Book 10839, Page 348.

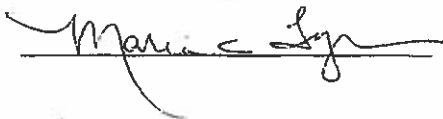
IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their proper representatives thereunto duly authorized, under seal, as of the date first above written.

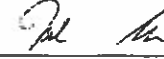


The Dorothy E. M. Aghai
Revocable Trust – 2007
u/d/t dated October 19, 2007

By: 
Dorothy E. M. Aghai, Trustee

NCCC Properties, LLC




By: 
Nolan Cook
Title: Manager

Commonwealth of Massachusetts
Bristol, ss.

On this 20th day of May, 2014, before me, the undersigned notary public, personally appeared Dorothy E. M. Aghai, and proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as Trustee of The Dorothy E. M. Aghai Revocable Trust – 2007. The satisfactory evidence of identification was:

- ☐ A current document issued by a federal or state government agency bearing the photographic image of the said signatory's face and signature; or
- ☐ On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the said signatory; or

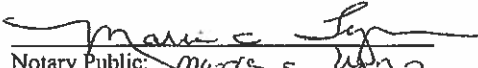
- ☒ Identification of the said signatory based on the notary public's personal knowledge of the identity of the said signatory; or
☐ The following evidence of identification: _____


Notary Public: June A. Smith
My commission expires: 6/4/2015

Commonwealth of Massachusetts
Bristol County, ss.

On this 10th day of May, 2014, before me, the undersigned notary public, personally appeared Nolan Cook, and proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of NCCC Properties, LLC. The satisfactory evidence of identification was:

- ☒ A current document issued by a federal or state government agency bearing the photographic image of the said signatory's face and signature; or
☐ On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the said signatory; or
☐ Identification of the said signatory based on the notary public's personal knowledge of the identity of the said signatory; or
☐ The following evidence of identification: _____


Notary Public: Marie C. Lynn
My commission expires: 9/1/2017

First American Title Insurance Company

COMMERCIAL AND RESIDENTIAL MORTGAGE SURVEY AFFIDAVIT

Subject property is located at 138-142 Arnold Street, New Bedford, Massachusetts

and is owned by Dorothy E. M. Aghai, Trustee of The Dorothy E. M. Aghai Revocable Trust -2007

Now, therefore, the Seller(s)/Owner(s), for the purpose of inducing First American to remove exceptions from the lender's title insurance policy to be issued in this transaction, on oath depose(s) and say(s) as follows:

I/We have owned the property now being sold or mortgaged by me/us continuously for _____ years last past, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is/are in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise. Except Raquel Tejada and Manuel Fonseca
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights. Except pursuant to Cross-Access-Maintenance Agreement with NCC Properties, LLC
5. The Seller(s)/Owner(s), at present, and for a period of 180 days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any materials to be delivered to the premises for which charges remain unpaid.
6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
7. The Undersigned has/have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as shown in the title insurance binder and/or attorney's title opinion.
8. The Undersigned has/have not allowed and know(s) of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.

EXECUTED as a sealed instrument to all parties on this 20th day of May, 2014.

The Dorothy E. M. Aghai Revocable Trust - 2007

By: Dorothy E. M. Aghai, Trustee
Dorothy E. M. Aghai, Trustee

[Signature]
Witness -

In order to induce First American to remove exceptions from the lenders title insurance policy only, the undersigned (Buyer(s) of subject property) on oath depose and say(s) that they have read the contents of the above, have viewed the property, and know of no facts which would contradict the contents of said Affidavit.

[Signature]
Ian Shields

[Signature]
Witness -

NEW ENGLAND LAND SURVEY
Professional Land Surveyors
25 SUTTON AVENUE
Oxford, MA 01540
PHONE: (508) 987-0025
FAX: (508) 234-7723
REGISTRY SOUTHERN BRISTOL

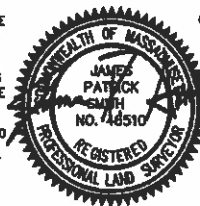
MORTGAGE INSPECTION PLAN

NAME IAN SHIELDS

LOCATION 138-142 ARNOLD STREET
NEW BEDFORD, MA

SCALE 1"=20' DATE 5/6/2014

BASED UPON DOCUMENTATION PROVIDED, REQUIRED MEASUREMENTS WERE MADE OF THE FRONTAGE AND BUILDING(S) SHOWN ON THIS MORTGAGE INSPECTION PLAN. IN OUR JUDGEMENT ALL VISIBLE EASEMENTS ARE SHOWN AND THERE ARE NO VIOLATIONS OF ZONING REQUIREMENTS REGARDING DWELLING STRUCTURES TO PROPERTY LINE OFFSETS (UNLESS OTHERWISE NOTED IN DRAWING BELOW). NOTE: NOT DEFINED ARE ABOVE GROUND POOLS, DRIVEWAYS, OR SHEDS WITH NO FOUNDATIONS, ETC. THIS IS A MORTGAGE INSPECTION PLAN; NOT AN INSTRUMENT SURVEY. DO NOT USE TO ERECT FENCES, OTHER BOUNDARY STRUCTURES, OR TO PLANT SHRUBS. LOCATION OF THE STRUCTURE(S) SHOWN HEREON IS EITHER IN COMPLIANCE WITH LOCAL ZONING FOR PROPERTY LINE OFFSET REQUIREMENTS, OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER MASS. G.L. TITLE VII, CHAP. 40A, SEC. 7, UNLESS OTHERWISE NOTED. THIS CERTIFICATION IS NON-TRANSFERABLE. THE ABOVE CERTIFICATIONS ARE MADE WITH THE PROVISION THAT THE INFORMATION PROVIDED IS ACCURATE AND THAT THE MEASUREMENTS USED ARE ACCURATELY LOCATED IN RELATION TO THE PROPERTY LINES.



CERTIFY TO: SELLER FINANCING

DEED REFERENCE: P/O 9484/1

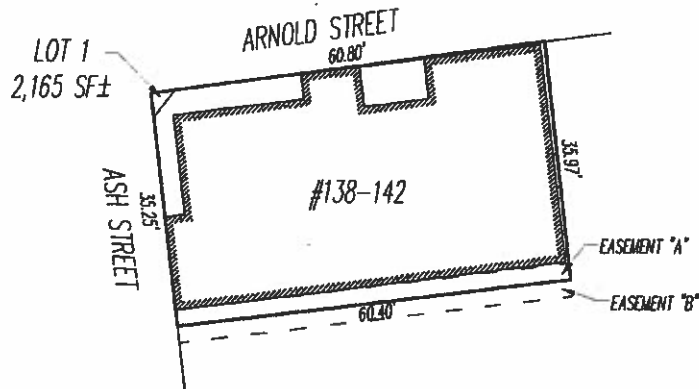
PLAN REFERENCE: 167/66

WE CERTIFY THAT THE BUILDING(S) ARE NOT WITHIN THE SPECIAL FLOOD HAZARD AREA. SEE FIRM:

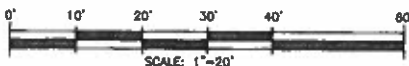
25005C0393F DTG: 07/07/2009

FLOOD HAZARD ZONE HAS BEEN DETERMINED BY SCALE AND IS NOT NECESSARILY ACCURATE. UNTIL DEFINITIVE PLANS ARE ISSUED BY HUD AND/OR A VERTICAL CONTROL SURVEY IS PERFORMED, PRECISE ELEVATIONS CANNOT BE DETERMINED.

CERTIFIED TO: SELLER FINANCING, ANTONIO DANIEL P. DENARDIS, ESQ. AND ALSO FIRST AMERICAN TITLE.



REQUESTED BY: PONICHTERA & DENARDIS P.C.
DRAWN BY: DLM
CHECKED BY: ALB
FILE: 14MIP3302



14MIP3302