



COORDINATED DEVELOPMENT SPECIAL PERMIT APPLICATION

APPENDIX 1: APPLICANT INFORMATION

UNION SQUARE REDEVELOPMENT

Submitted to the City of Somerville
Revised — November 7, 2017

Union Square Station Associates LLC
31 Union Square, Somerville, MA 02143



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TITLE COMMITMENTS

D1 PARCEL TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Joseph P. Sullivan

Authorized Countersignature

Stewart Title Guaranty Company

Company Name

Boston, Massachusetts

City, State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For more information, please contact:
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Stewart Title Guaranty Company
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AMERICAN
LAND TITLE
ASSOCIATION



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> > .



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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STEWART TITLE GUARANTY COMPANY
Commercial Services
One Washington Mall, Suite 1400
Boston, Massachusetts 02109
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: 14000032641(D-1)

1. **Effective Date:** July 24, 2017
2.

<u>Policy or Policies to be issued:</u>	<u>Amount of Insurance</u>
(a) ALTA 2006 Loan Policy Proposed Insured: To Be Determined	\$ To be determined
(b) ALTA 2006 Owner Policy Proposed Insured: To Be Determined	\$ To be determined
3. **The Estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title hereto is at the effective date hereof vested in:**

Parcel K – 269 & 269R Somerville Avenue:
William A. Panzino, Jr. and Barbara A. Panzino, Trustees of FMS Realty Trust under Declaration of Trust dated July 18, 2001 and filed with said Registry District as [Document No. 1178562](#), by virtue of a Deed from Freida Susan and Eleanor B. Berger, Trustees of FMS Realty Nominee Trust dated July 20, 2001 and recorded with said Registry of Deeds in [Book 33346, Page 203](#), and filed with said Registry District as [Document No. 1178561](#), creating [Transfer Certificate of Title No. 222051 in Land Registration Book 1240, Page 101](#).

Parcel O – 220 Washington Street:
City of Somerville, by virtue of a Deed from Massachusetts Bay Transportation Authority dated August 22, 1983 and filed with said Registry District as [Document No. 646007](#), creating [Transfer Certificate of Title No. 168735 in Land Registration Book 973, Page 185](#).**Parcel R – 238 & 273 Somerville Avenue:**
A. Richard DiGiovanni, by virtue of a Deed from The Southland Corporation dated March 24, 1995 and recorded in [Book 25272, Page 424](#), excepting that portion of the parcel conveyed to the City of Somerville for highway purposes by deed dated June 22, 1992, and recorded in [Book 22494, page 120](#).**Parcel FF – 259 & 261 Somerville Avenue**

Dante S. Muzzioli by virtue of a deed from George Manjoros and Evangelia Manjoros dated April 28, 2017, and recorded with said Registry of Deeds in [Book 67181, Page 211](#).
4. **The land referred to in this commitment is described as set forth on the attached Exhibit A.**
NOTE: Hereinafter, “recorded” shall mean “recorded with the Middlesex County Southern District Registry of Deeds”.

UNLESS A SPECIFIC AMOUNT OF INSURANCE IS STATED ON THIS SCHEDULE A, OR SET FORTH IN AN ENDORSEMENT TO THIS COMMITMENT, THE LIABILITY OF THE COMPANY SHALL NOT EXCEED \$1,000.00.

THIS COMMITMENT IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY, AND THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TERMS OF ITS POLICY OR POLICIES.

Property Address: See list above
City/State: Somerville, MA
County: Middlesex South

STEWART TITLE GUARANTY COMPANY

Joseph P. Sullivan, Esq.
Underwriting Counsel
Direct Dial: 617-933-2425
Email: joseph.sullivan@stewart.com

EXHIBIT A

LEGAL DESCRIPTION

Commitment No. 14000032641

PARCEL K – 269 & 269R Somerville Avenue
(Assessors ID: 81-D-7 & 81-D-8)

The land in Somerville, Middlesex County Massachusetts with the buildings thereon being bounded and described as follows:

SOUTHWESTERLY	by Somerville Avenue, 122 32 feet:
NORTHWESTERLY	by land now or formerly of Melvin B. Ricker, 46.52 feet:
NORTHEASTERLY	by land now or formerly of Joseph H. Clark and land now or formerly of Josiah Q. Bennett Trustee 111 feet;
EASTERLY	by land now or formerly of Catherine O'Keefe, 58 feet.

Estimated to contain 6,001 square feet of land more or less.

Said premises are shown on a plan drawn by Charles D. Elliot dated July 12, 1900, filed in the Land Registration Office, a copy of a portion of which is filed in the Land Registration Office for the Southern District of Middlesex County with Certificate of Title No. 216, in Registration Book 2, Page 17.

And a second parcel of land, with the buildings thereon, in Somerville Middlesex County, Massachusetts, shown on a Plan of Land in Somerville, Mass, made by L.G. Brackett & Co., C. Es., dated November 28, 1952, recorded with Middlesex South District Deeds in Book 8011, Page 5, being bounded and described as follows:

SOUTHERLY	by a parcel of registered land shown on said plan and on a plan registered with Middlesex South Registration District with Certificate No. 216 in Registration Book 2, Page 17, 111 feet.
NORTHERLY	20.11 feet.
WESTERLY	16.11 feet by land of owns unknown;
NORTHERLY	again 40.76 feet by said land of owner unknown and by the end of a 13-foot right of way shown on said first-mentioned plan,
EASTERLY	19.26 feet;
NORTHERLY	again 51.82 feet, by a parcel of registered land, Land Court Case No. 12770;
EASTERLY	again by the last-mentioned parcel of registered land and by land now or formerly of O'Keefe shown on said first-mentioned plan.
	18.8 feet

Containing 1,500 square feet of land more or less

Together with the right to use the 13-foot right of way on said first-mentioned plan common with others entitled thereto for vehicular and foot passage over the same and for all other purposes for which rights of way are commonly used in the City of Somerville.

PARCEL O – 220 Washington Street
(Assessors ID: 81-D-3&4)

Two parcels of registered land with the buildings thereon located in Somerville, County of Middlesex,

Massachusetts, described as follows:

Parcel 1:

Northerly	by Washington Street two hundred ninety-four and 53/100 (294.53) feet;
Easterly	by Merriam Street three hundred thirty-seven and 91/100 (337.91) feet;
Southerly Easterly	nine and 25/100 (9.25) feet, and three and 18/100 (3.18) feet by land now or formerly of Percy L. Wetmore
Southwesterly	by Somerville Avenue three hundred thirty-nine and 27/100 (339.27) feet;
Northwesterly Southwesterly	eight-six and 24/100 (86.24) feet; and forty-seven and 47/100 (47.47) feet by land now or formerly of Catherine O'Keefe; and
Northwesterly	by land now or formerly of William F. Bennett et al, Trs. one hundred seven and 75/100 (107.75) feet.

Said parcel is shown on plan drawn by H. C. Hartwell, Engineer, Boston Elevated Railway Company, dated June 1, 1926, filed with Certificate of Title No. 23037, Book 141, Page 573.

Parcel 2:

Northeasterly Southeasterly	by Washington Street sixty-four and 20/100 (64.20) feet; by land now or formerly of the Boston Elevated Railway Company one hundred seven and 75/100 (107.75) feet
Southwesterly	by land now or formerly of Catherine O'Keefe fourteen and 84/100 (14.84) feet; and
Northwesterly Southwesterly Northwesterly	one and 26/100 (1.26) feet, fifty-one and 82/100 (51.82) feet, and ninety-eight and 46/100 (98.46) feet by land now or formerly of William F. Bennett et al. trustees.

Said parcel is shown on plan drawn by H. C. Hartwell, Engineer, dated February 3, 1928, filed with Certificate of Title No. 26555 in Book 169, Page 381.

PARCEL R – 238 & 273 Somerville Avenue
(Assessors ID: 81-D-1-2 & 9)

Beginning at the Northwest corner of premises, said point being the intersection of the Easterly line of Prospect Street with the Southerly line of Washington Street, thence running

S71°-10'-13"E, 81.71 feet along the line of Washington St.; thence

S26°-33'-47"W, 79.20 feet; thence

N71°-10'-13"W, 40.76 feet; thence

S18°-49'-47"W, 16.11 feet; thence

N58°-15'-33"W, 20.11 feet; thence

S35°-02'F-14"W, 19.83 feet; thence

S37°-10'-14"W, 26.69 feet; to the Northerly line of Somerville Ave.; thence

N50°-00'-00"W, 49.57 feet along the line of Somerville Ave. to the Easterly line of Prospect Street; thence

N41°-49'-57"W, 126.62 feet along the line of Prospect Street to the point of beginning, and

Including therein a right of way, 13 feet in width, along the easterly property line from Washington St. to land of Susan. Said parcel contains 9921 sq. ft. or 0.228 acres, more or less.

LESS AND EXCEPT THE FOLLOWING:

That portion of the above described parcel conveyed by Grantor to the City of Somerville for highway purposes by deed dated June 22, 1992, and recorded in Book 22494, page 120 in the Middlesex County Registry of Deeds.

PARCEL FF – 259 & 261 Somerville Avenue
(Assessors ID: 81-D-5)

Two certain parcels of land with the buildings thereon situated in Somerville, Middlesex County, Massachusetts, being now numbered 259 and 261 Somerville Avenue and being bounded and described as follows:

PARCEL ONE

A certain parcel of land situated in Somerville, Middlesex County, Massachusetts, on the Northerly side of Somerville Avenue, being a portion of the premises shown on a plan entitled “Plan of the Hannah E. French Estate, Somerville”, by Charles D. Elliot, Engineer & Surveyor, dated December, 1885, recorded with Middlesex South District Deeds in [Book of Plans 51, Plan 38](#), being bounded and described as follows:

EASTERLY	by land of owners unknown (by a line parallel with and distant four (4) feet westerly from another line which other line is the division line running north and south between land of owners unknown and land now or formerly of Hiram Allen and marked “119.75” on said plan, extended in the same straight line to said Somerville Avenue), eighty-six (86) feet.
SOUTHERLY	by Somerville Avenue, thirty-six (36) feet;
WESTERLY	by land now or formerly of O’Keefe, seventy-nine and 04/100 (79.04) feet, as shown on said plan.
NORTHERLY	by land now or formerly of said Hiram Allen, twenty-six (26) feet.

Containing 2,550, square feet of land, more or less, according to said plan.

PARCEL TWO

A certain parcel of land with the buildings thereon situated in said Somerville, Middlesex County, Massachusetts, being now numbered 261 Somerville Avenue and being shown on “Plan of Part of the

Hannah E. French Estate”, by Charles D. Elliot, Engineer & Surveyor, dated December, 1885, recorded with the Middlesex South District Deeds at the [End of Record Book 1732](#), being bounded and described as follows:

SOUTHERLY	by Somerville Avenue, thirty (30) feet;
WESTERLY	by land now or formerly of Thompson Heirs on said plan, seventy-five and 54/100 (75.54) feet;
NORTHERLY	in part by land now or formerly of Bennett and in part by land now or formerly of H. Allen, thirty-five (35) feet; and
EASTERLY	by land of owners unknown, seventy-nine and 04/100 (79.04) feet.

Containing 2,475, square feet of land, according to said plan.

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item b) Payment of the premiums, fees and charges for the policy.
- Item c) Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable.
- Item d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Deed from Current Owner of Record to proposed Insured Owner.
 - 2. Mortgage from proposed Insured Owner to proposed Insured Lender.
 - 3. Release, Termination, Discharge of the following matters which appear of public record:
 - a) Mortgage from Panzino, Jr. and Barbara A. Panzino, Trustees of FMS Realty Trust in favor of Abington Savings Bank dated July 31, 2001 in the original principal amount of \$450,000.00 recorded in [Book 33346, Page 206 and filed with said Registry District as Document No. 1178563](#) (Affects Parcel K)
 - b) Assignment of Interest in Licenses, Permits and Agreements from William A. Panzino, Jr. and Barbara A. Panzino, Trustees of FMS Realty Trust in favor of Abington Savings Bank dated July 31, 2001 and recorded in [Book 33346, Page 223 and filed with said Registry District as Document No. 1178564](#). (Affects Parcel K)
 - c) Mortgage from William A. Panzino, Jr. and Barbara A. Panzino, Trustees of FMS Realty Trust in favor of Sovereign Bank dated June 20, 2005 in the original principal amount of \$100,000.00 recorded in [Book 45431, Page 171 and filed with said Registry District as Document No. 1377479](#). (Affects Parcel K)
 - d) Assignment of Rents from William A. Panzino, Jr. and Barbara A. Panzino, Trustees of FMS Realty Trust in favor of Sovereign Bank dated June 20, 2005 and recorded in [Book 45431, Page 185 and filed with said Registry District as Document No. 1377480](#). (Affects Parcel K)

- e) Mortgage from A. Richard DiGiovanni in favor of Bradford M. Paul dated April 6, 1995 in the original principal amount of \$30,000.00 recorded with said Registry of Deeds in [Book 25272, Page 424](#). (Affects Parcel R)
- f) **Lis Pendens** by Evagelos Nichols, Plaintiff, against The Southland Corporation, Defendant, in Docket Number 87-254, in the amount of \$30,000.00, recorded with said Registry of Deeds in [Book 17796, Page 250](#). **NOTE:** Obtain and record certified copy of Clerk's Certificate of Final Judgment and Non-Appeal, or Clerk's Certificate of Final Judgment and certified copy of the Docket. (Affects Parcel R)
- g) Intentionally deleted.
- h) Commercial Mortgage and Security Agreement from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated April 29, 2016 in the original principal amount of \$899,100.00 recorded with said Registry of Deeds in [Book 67181, Page 214](#). (Affects Parcel FF)
- i) Conditional Assignment of Leases and Rents from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated April 29, 2016 and recorded with said Registry of Deeds in [Book 67181, Page 235](#). (Affects Parcel FF)
- j) Covenant Not to Encumber or Convey Real Estate from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated April 29, 2016 and recorded with said Registry of Deeds in [Book 67181, Page 243](#). (Affects Parcel FF)
- k) Second Commercial Mortgage and Security Agreement from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated June 5, 2017 in the original principal amount of \$1,500,000.00 recorded with said Registry of Deeds in [Book 69387, Page 423](#). (Affects Parcel FF)
- l) Collateral Assignment of Contracts, Purchase and Sale Agreements, Licenses, Permits, Agreements, Warranties and Approvals from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated June 5, 2017 and recorded with said Registry of Deeds in [Book 69387, Page 434](#). (Affects Parcel FF)
- m) Conditional Assignment of Leases and Rents from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated June 5, 2017 and recorded with said Registry of Deeds in [Book 69387, Page 442](#). (Affects Parcel FF)
- n) Covenant Not to Encumber or Convey Real Estate from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated June 5, 2017 and recorded with said Registry of Deeds in [Book 69387, Page 449](#). (Affects Parcel FF)

- Item e) Satisfactory completion of a standard Mechanic Lien/Parties in Possession Affidavit and Indemnity Form alleging that any improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material, plus identification of parties in possession, including rent roll, if appropriate.
- Item f) Full on ground Title Insurance Survey and standard surveyor report which locates and defines all recorded exceptions noted in Schedule B, section 2 and reflecting issues which are satisfactory in the Company's sole discretion.
- Item g) The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured, or otherwise ascertaining details of the transaction.
- Item h) Authority documents for all parties executing documents.

FOR TRUSTS:

- Trustee's(s') Certificate from the aforesaid Trustee(s) that certifies that the _____ Realty Trust is in full force and effect and has not been terminated, amended or revoked, that the beneficiaries of the Trust have consented to the transfer of title to the property to the proposed Insured Owner/granting of a mortgage on the property to the proposed Insured Lender and have authorized the Trustee(s) to deliver the deed/mortgage to the proposed Insured Owner/Lender and that none of the beneficiaries of the Trust are (i) a minor, (ii) a corporation, nonprofit, a limited or general partnership, a limited liability company, joint venture or business selling all or substantially all of its Massachusetts assets or classified as a corporation for federal income tax purposes, (iii) a partnership, (iv) a trust, or (v) a personal representative of an estate subject to estate tax liens, deceased or under any other legal disability.

FOR CORPORATIONS:

- Documents must be executed by the President or Vice President and the Treasurer or Assistant Treasurer of Corporation. Alternatively, corporate resolutions which authorize the signatories on the documents must be obtained and recorded, together with a Clerk's Certificate of incumbency.
- Certificate of Legal Existence from the Secretary of State evidencing the legal existence of Corporation.
- If the proposed conveyance is all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts, a corporate excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.
- If Corporation owns other assets in Massachusetts at the time of the conveyance, the following paragraph should be included in the deed in lieu of obtaining a corporate excise tax waiver:

"This conveyance is not a conveyance of all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts."

- If the proposed conveyance is a conveyance of all of the assets of the corporation, shareholders' resolutions authorizing the conveyance must be obtained.

FOR NON-PROFIT CORPORATIONS:

- Evidence of compliance with M.G.L. Chapter 180, § 8A regarding approval of proposed sale by stockholders and approval by the Massachusetts Attorney General.

FOR LIMITED PARTNERSHIPS:

- Long Form Certificate of Legal Existence from the Massachusetts Secretary of State evidencing the identity of the present general partner(s) and continuing legal existence of the limited partnership as shown by the limited partnership agreement, or certificate thereof, as the same may be amended, filed in the Office of the Secretary of State, as applicable. Absent any provisions to the contrary in the Limited Partnership Agreement that require the consent of all partners (including the limited partners), all documents must be executed by all of the general partners of the limited partnership. In the case of corporate signatories, documents must be signed by the President OR the Vice President AND the Treasurer OR the Assistant Treasurer of the corporation. In the alternative, corporate resolutions which authorize the corporate signatories must be obtained and recorded together with an appropriate Clerk's Certificate of incumbency for the officers who act as signatories.
- Additionally, any deed conveying property by the limited partnership must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR LIMITED LIABILITY COMPANY:

- Certificate of Legal Existence for Limited Liability Company from the Secretary of State of the Commonwealth of Massachusetts which evidences the filing of said limited liability company with the State Secretary and which names the appropriate manager(s) or real estate signatory(ies). Any document must be executed by the appropriate manager(s) or real estate signatory(ies). If no manager or real estate signatory is designated, documents must be executed by all of the members of the limited liability company or satisfactory evidence must be submitted to the Company which establishes the authority for those individuals or entities signing the documents on behalf of the limited liability company.
- NOTE: The above requirement will apply for domestic limited liability companies and also for those foreign limited liability companies who have filed as such with the State Secretary.
- CAVEAT: If the manager or real estate signatory is another entity, such as a limited partnership or corporation, the usual and customary evidence of legal existence and authority for those entities should also be obtained.
- Additionally, any deed conveying property by the limited liability company must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR INDIVIDUALS:

- Deed must state the marital status of grantor and waive all homestead rights of

grantor and any other persons entitled to homestead rights pursuant to M.G.L. c. 188 or a statement that the land is not homestead property of grantor and that there are no other persons residing in the land who are entitled to homestead protection.

NOTE: THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS ONCE THE TERMS OF THE TRANSACTION HAVE BEEN COMPLETELY DISCLOSED TO STEWART TITLE GUARANTY COMPANY.

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable.
7. Parcel K – 269 & 269R Somerville Avenue:
 - i. Subject to and with the benefit of rights in thirteen (13) foot right of way as set forth in Deed in [Book 8011, Page 5 and as shown on plan recorded with said Registry of Deeds as Plan No. 2239 of 1952 in Book 8011, Page 5](#), in common with others entitled thereto for vehicular and foot passage over the same and for all other purposes for which rights of way are commonly used in the City of Somerville.
 - ii. Rights of unrecorded Lessee: Fred M. Susan & Sons Auto Painting
8. Parcel O – 220 Washington Street:
 - i. Activity and Use Limitation dated May 7, 2007 and filed with said Registry District as [Document No. 1443620](#).
9. Parcel R – 238 & 273 Somerville Avenue:
 - i. Rights of others to use thirteen (13) foot right of way as suggested by description in deed from The Southland Corporation to A. Richard DiGiovanni dated March 24, 1995 and recorded with said Registry of Deeds in [Book 25272, Page 424](#).
 - ii. Lis Pendens by Evangelos Nichols, Plaintiff, against The Southland Corporation, Defendant, in Docket Number 87-254, in the amount of \$30,000.00, recorded with said Registry of Deeds in [Book 17796, Page 250](#).

- iii. Rights of unrecorded lessee Ricky's Flower Market.
10. Parcel FF – 259 & 261 Somerville Avenue:
- i. Covenant Not to Encumber or Convey Real Estate from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated April 29, 2016 and recorded with said Registry of Deeds in [Book 67181, Page 243](#).
 - ii. Covenant Not to Encumber or Convey Real Estate from Dante S. Muzzioli in favor of North Shore Bank, a Co-operative Bank dated June 5, 2017 and recorded with said Registry of Deeds in [Book 69387, Page 449](#).

END OF SCHEDULE

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D2 PARCEL TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Joseph P. Sullivan

Authorized Countersignature

Stewart Title Guaranty Company

Company Name

Boston, Massachusetts

City, State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For more information, please contact:
Joseph P. Sullivan, Esq.
National Underwriting Counsel
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, Massachusetts 02108
Email: Joseph.Sullivan@stewart.com
Tel: 617-933-2425

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AMERICAN
LAND TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> > .



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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AMERICAN
LAND TITLE
ASSOCIATION



STEWART TITLE GUARANTY COMPANY
Commercial Services
One Washington Mall, Suite 1400
Boston, Massachusetts 02109
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: 14000032641(D-2)

1. **Effective Date:** July 24, 2017
2.

<u>Policy or Policies to be issued:</u>	<u>Amount of Insurance</u>
(a) ALTA 2006 Loan Policy Proposed Insured: To Be Determined	\$ To be determined
(b) ALTA 2006 Owner Policy Proposed Insured: To Be Determined	\$ To be determined

3. **The Estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title hereto is at the effective date hereof vested in:**

Parcel A – 4 Milk Place:

Somerville Redevelopment Authority, by virtue of Order of Taking in fee simple by eminent domain for Urban Renewal Plan dated May 29, 2013 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 61890, Page 47](#).

Parcel B – 20-22 Prospect Street:

Somerville Redevelopment Authority, by virtue a Deed from Somerville Avenue, LLC dated February 28, 2002 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 34934, Page 102](#).

Parcel C – 26 Prospect Street:

Somerville Redevelopment Authority, by virtue of Order of Taking in fee simple by eminent domain for Urban Renewal Plan dated May 29, 2013 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 61890, Page 47](#).

Parcel D – 27 Bennett Street:

Somerville Redevelopment Authority, by virtue of Order of Taking in fee simple by eminent domain for Urban Renewal Plan dated May 29, 2013 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 61890, Page 47](#).

Parcel E – 30 Prospect Street:

Somerville Redevelopment Authority, by virtue of Order of Taking in fee simple by eminent domain for Urban Renewal Plan dated May 29, 2013 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 61890, Page 47](#).

Parcel F – 40-44 Bennett Street:

Somerville Redevelopment Authority, by virtue of Order of Taking in fee simple by eminent domain for Urban Renewal Plan dated May 29, 2013 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 61890, Page 47](#).

Parcel G – 42 Prospect Street:

City of Somerville, by virtue of Eminent Domain Taking in fee simple for layout of State Highway dated February 11, 1981 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 14224, Page 180](#).

Parcel H – 49-51 Allen Street:

Somerville Redevelopment Authority, by virtue of Order of Taking in fee simple by eminent domain for Urban Renewal Plan dated May 29, 2013 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 61890, Page 47](#).

Parcel I – 258 Somerville Avenue:

Somerville Redevelopment Authority, by virtue of a Deed from John J. Carpenter and Erika R. Carpenter dated May 3, 2012 and recorded with the Middlesex County Southern District Registry of Deeds in [Book 59656, Page 226](#).

Parcel J – Vacant Lot at corner of Somerville Ave & Prospect Street:

City of Somerville, as far back as 1874. **NOTE:** According to recorded plans and atlases, the examiner is unable to determine how the City acquired title.

Parcel EE – 50 Prospect Street

Somerville Redevelopment Authority, by virtue of Order of Taking in fee simple by eminent domain for Urban Renewal Plan dated May 29, 2013 and recorded with said Registry of Deeds in [Book 61890, Page 47](#).

4. **The land referred to in this commitment is described as set forth on the attached Exhibit A.**
NOTE: Hereinafter, “recorded” shall mean “recorded with the Middlesex County Southern District Registry of Deeds”.

UNLESS A SPECIFIC AMOUNT OF INSURANCE IS STATED ON THIS SCHEDULE A, OR SET FORTH IN AN ENDORSEMENT TO THIS COMMITMENT, THE LIABILITY OF THE COMPANY SHALL NOT EXCEED \$1,000.00.

THIS COMMITMENT IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY, AND THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TERMS OF ITS POLICY OR POLICIES.

Property Address: See list above
City/State: Somerville, MA
County: Middlesex South

STEWART TITLE GUARANTY COMPANY

Joseph P. Sullivan, Esq.
Underwriting Counsel
Direct Dial: 617-933-2425
Email: joseph.sullivan@stewart.com

EXHIBIT A

LEGAL DESCRIPTION

Commitment No. 14000032641

PARCEL A – 4 Milk Place:

(Assessor ID: 82-D-5)

The land in Somerville, Middlesex County, Massachusetts, with the buildings thereon, being shown as Lot No.: 2 on a plan entitled “Plan of Land in Somerville, Mass.”, by Charles J. Elliot, Engineer and Surveyor dated August 21, 1924, and recorded with the Middlesex South District Deeds, [Book of Plans 342, Plan 16](#), and said land is bounded and further described as follows:

- NORTHWESTERLY: By Milk Place, as shown on said plan, forty-two and 35/100 (42.35) feet;
- NORTHEASTERLY: By Lot No.: I on said plan, thirty-four and 50/100 (34.50) feet;
- SOUTHEASTERLY: By land now or formerly of Coliten, forty-eight and 24/100 (48.24) feet;
- SOUTHWESTERLY: By Lot No.: 3, on said plan, nine and 83/100 (9.83) feet;
- NORTHWESTERLY: By Lot No.: 3 on said plan, six and 7/100 (6.07) feet; and
- SOUTHWESTERLY: again by said Lot No.: 3, thirty-six and 11/100 (36.11) feet.

Said land containing 1,520 square feet more or less.

PARCEL B – 20-22 Prospect Street:

Lot 3 Milk Place (Assessor ID: 82-D-4):

A certain parcel of land with the buildings thereon situated in said Somerville, being shown as Lot 3 on a Plan recorded with Middlesex South District Deeds, [Book of Plans 342, Plan 16](#), bounded and described as follows:

- NORTHEASTERLY by Milk Place and Lot 2 on said Plan, thirty-six and 11/100 (36.11) feet;
- SOUTHEASTERLY by Lot 2 on said Plan, six and 07/100 (6.07) feet
- NORTHEASTERLY again, by said Lot 2, nine and 83/100 (9.83) feet;
- SOUTHEASTERLY Again, by land now or late of Coliten, sixty-four and 09/100 (64.09) feet;
- SOUTHERLY by land now or late of McEeon, ten and 32/100 (10.32) feet;

WESTERLY by land now or late of Bassett, forty-five and 71/100 (45.71) feet;
SOUTHWESTERLY by said Bassett Land, eleven and 53/100 (11.53) feet;
WESTERLY again, bY Lot 4 on said Plan, thirty-two and 33/100 (32.33) feet.

Lot 4 & Part Lot 5, Bennett Street (Assessors ID: 82-D-34):

Being lot numbered 4 and a portion of lot numbered 5 on a plan entitled “Plan of Land in Somerville belonging to Hannah Bennett and the heirs of Clark Bennett” dated November 1, 1882, and recorded with Middlesex South District Deeds, [Plan Book 54, Plan 42](#), bounded and described as follows:

NORTHWESTERLY: by Bennett Street ninety-one and 50/100 (91.50) feet;
NORTHEASTERLY: by lot numbered 3 on said plan thirty-nine and 00/100 (39.00) feet;
SOUTHEASTERLY: by land of owners unknown one hundred and 85/100 (100.85) feet;
SOUTHWESTERLY: by a line parallel to and distant sixteen and 13/100 (16.31) feet northeasterly from the southwesterly boundary line of said lot numbered 5 on said plan, fifty-two and 5/10 (52.5) feet.

Containing 4,226.7 sq. ft. more or less according to said plan.

Pt. Lot 17 Bennett Street (Assessors ID: 82-I-1A):

A certain parcel of land with the buildings thereon in said Somerville, being part of lot numbered 17 on a plan of land belonging to Hannah Bennett and heirs of Clark Bennett, dated November 1, 1882 and recorded with Middlesex Registry of Deeds in [Plan Book 54, Plan 42](#), said parcel being bounded and described as follows:

SOUTHWESTERLY: By lot numbered 18 on said plan, twenty-six and 30/100 (26.30) feet;
EASTERLY: By Bennett Street, forty-nine and 6/100 (49.6) feet;
NORTHEASTERLY: By Bennett Street, by a curved line shown on said Plan, fourteen (14) feet;
NORTHWESTERLY: By remaining portions of said lot 17, fifty-six and 6/10 (56.6) feet.

Containing 909 sq. ft. more or less.

266 Somerville Avenue (Assessors ID: 82-D-37):

A certain parcel of land with all buildings thereon situated at and now numbered 20-2 Prospect Street, in Somerville, County of Middlesex and Commonwealth of Massachusetts, being lot #1 on plan entitled “Plan of Land in Somerville belonging to Hannah Bennett and to the Heirs of Clark Bennett” dated November 1, 1882, and recorded with Middlesex South District Deeds, [Plan Book 54, Plan 42](#), bounded and described as follows:

NORTHWESTERLY	by Prospect Street, sixty-three and 8/10 (63.8) feet;
SOUTHWESTERLY	by Bennett Court, eighty-five and 76/100 (85.76) feet;
SOUTHEASTERLY	by lot #2 on said plan and by land now or late of George C. Bonner, sixty-three (63) feet; and
NORTHEASTERLY	by land now or late of the City of Somerville, eighty-five and 60/100 (85.60) feet.

Containing according to said plan 5431 square feet of land more or less.

Lot 4 Milk Street a/k/a 264-266 Somerville Ave (Assessors ID: 82-D-2):

The land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, being shown as Lot No. 5 on a plan entitled, "Plan of Land in Somerville, Mass." by Charles J. Elliott Engineer and Surveyor, dated August 21, 1924, recorded with Middlesex South District Deeds, [Book of Plans 342, Page 16](#), bounded and described as follows:

NORTHEASTERLY	by Somerville Avenue, 39.50 feet;
SOUTHEASTERLY	by Milk Place, as shown on said plan, 66 feet;
SOUTHWESTERLY	by lot 4, on said plan, 41.35 feet; and
NORTHEASTERLY	by land of the City of Somerville, 66.03 feet.

Containing 2,668 square feet of land more or less.

Together with and subject to the right to use the said Milk Place throughout its entire extent in common with the owners and occupants for the time being of lots 2-3-4 and 5.

Lots 2 & 3 Bennett Street (Assessors ID: 82-D-36):

The land with the buildings thereon in said Somerville bounded

WESTERLY:	By Bennett Street,
NORTHWESTERLY:	By land of Saccocea,
NORTHEASTERLY:	By land of Marchillo and land of Flynn,
EASTERLY:	By land of said Flynn and land of Donnelly, and
SOUTHEASTERLY:	By other land of said Donnelly.

9 Milk Place (Assessors ID: 82-D-3):

A certain parcel of land with the buildings thereon being at present numbered 9 Milk Place, Somerville, Middlesex County, Massachusetts, being shown as Lot 4 on a plan recorded with Middlesex South District Deeds in [Plan Book 342, Plan 16](#), bounded and described as follows:

SOUTHEASTERLY	by Milk Place, eighteen and 35/100 (18.35) feet;
NORTHEASTERLY	by Milk Place, four and 45/100 (4.45) feet;
EASTERLY	by Lot 3 on said plan, thirty-two and 33/100 (32.33) feet;
SOUTHWESTERLY	by land now or formerly of Bassett, fifty-two and 35/100 (52.35) feet;

NORTHWESTERLY by land now or formerly of Cary and partly by land of the City of Somerville, forty-seven and 27/100 (47.27) feet;
NORTHEASTERLY again by Lot 5 on said plan, forty-one and 35/100 (41.35) feet.

Containing 2259 square feet of land more or less. Be all said measurements more or less or however otherwise bounded or described.

Together with and subject to the right to use said Milk Place throughout its entire extent in common with the owners and occupants for the time being of Lots 1, 2, 3, and 5.

PARCEL C – 26 Prospect Street
(Assessors ID: 82-I-1)

The land with the buildings thereon situated on Prospect Street, Somerville, Middlesex County, Massachusetts being shown as Lot numbered 16 and part of Lot numbered 17, on a “Plan of Land in Somerville, belonging to Hannah Bennett and to the Heirs of Clark Bennett”, dated November 1, 1882, Charles D. Elliot, Civil Engineer and Surveyor, recorded with Middlesex South District Deeds, [Plan Book 54, Plan 42](#), bounded and described as follows:

NORTHWESTERLY by Prospect Street, 56.80 feet
NORTHEASTERLY by the Southwesterly line of Bennett Court, so called, 100 feet;
SOUTHEASTERLY by land now or formerly of Bennett 56.80 feet;
SOUTHWESTERLY by land nor or formerly of McLean and Connor 100 feet.

Be all of said measurements more or less, according to said plan, or however otherwise said premises may be bounded, measured or described.

PARCEL D - 27 Bennett Street, Somerville

Lot 18 Bennett Street (Assessors ID: 82-I-3):

The land with the buildings thereon situated in said Somerville, Middlesex County, Massachusetts, being shown as Lot 18 on said plan and bounded and described as follows:

Easterly by Bennett Street as shown upon said plan, fifty-two and 98/100 (52.98) feet;
Southerly by lots 19 and 14 on said plan, fifty-three and 80/100 (53.80) feet;
Westerly by lot 15 on said plan, fifty (50) feet;
Northerly by lot 17 on said plan, thirty-six and 30/100 (36.30) feet

Containing 2,252 square feet of land.

Said parcel is also shown as Lot L on plan of land entitled "Plan of Land Prospect St. & Bennet St., Somerville, MA, dated April 26, 2011 prepared by Coneco Engineers, Scientists & Surveyors" and recorded with said Registry of Deeds as Plan No. 520 of 2011.

Lot 14 Bennett Street (Assessors ID: 82-I-5):

Also another parcel of land with the buildings thereon, situated in said Somerville, Middlesex County, Massachusetts bounded:

Beginning at a point on the Southeasterly side of Prospect Street distant forty-three (43) feet Northeasterly from Bennett Street; thence

Southeasterly	by Lot 13 on plan of land in Somerville belonging to Hannah Bennett and Heirs of Clark Bennett, November 1, 1882, recorded with Middlesex South District Deeds, Book of Plans 54, Plan 42, one hundred (100) feet, more or less, to Lot 19 on said plan; thence
Northeasterly	by said Lot 19 sixty (60) feet, more or less, to Lot 18 on said plan; thence
Northwesterly	by said Lot 18 ten (10) feet, more or less, to Lot 15 on said plant thence at right angles Southwesterly two (2) feet; thence
Northwesterly	by a line parallel with and two (2) feet distant Southwesterly from the Southwesterly line of Lot 15, ninety (90) feet, more or less, to Prospect Street; thence
Southwesterly	on said Prospect Street fifty-eight (58) feet, more or less, to the point of beginning.

Lot 19 and 13 Bennett Street (Assessors ID: 82-I-6 & 82-I- 7):

Lot 19:

The land situated in Somerville, Middlesex County, Commonwealth of Massachusetts, shown as Lot Number 19 on a plan of land in said Somerville belonging to Hannah Bennett and to the heirs of Clark Bennett, and being dated November 1, 1882, and recorded with Middlesex South District Registry of Deeds, [Plan Book 54, Plan Number 42](#); said lot being more particularly bounded and described as follows:

Northwesterly	by lots numbered 13 and 14 upon said plan, One hundred three (103) feet;
Northeasterly	by lot numbered 18 on said plan, forty-three and 8/10 (43.8) feet;
Easterly, Southeasterly, Southerly and Westerly	by Bennett Street, by a curved line as shown on said plan, one hundred thirty-seven and 45/100 (137.45) feet.

Containing 4,917 square feet of land more or less.

Lot 13:

The land in Somerville, Middlesex County, Massachusetts, being lot #13 on a plan of land belonging to Hannah Bennett and to the heirs of Clark Bennett, made by C.D. Elliott dated Nov. 1, 1882, and recorded with Middlesex South District Registry of Deeds in [Book of Plans 54, Plan 42](#), bounded and described as follows:

Northwesterly	by Prospect Street, 43 feet;
Northeasterly	by the lot numbered 14 on said plan, 100 feet;
Southeasterly	by the lot numbered 19 on said plan, 43 feet; and
Southwesterly	by Bennett Street, 100 feet.

Containing 4,300 square feet of land more or less according to said plan.

Said parcels are also shown as Lot M and Lot N on plan of land entitled "Plan of Land Prospect St. & Bennett St., Somerville, MA, dated April 26, 2011 prepared by Coneco Engineers, Scientists & Surveyors" and recorded with said Registry of Deeds as [Plan No. 520 of 2011](#).

Part Lots 14 and D5 Bennett Street (Assessors ID: 82-I-4):

The land with the buildings thereon situated in said Somerville, being parts of lots 14 and 15 on said plan and bounded and described as follows:

Northwesterly	by Prospect Street, twenty-six (26) feet;
Southwesterly	by a line parallel with and two (2) feet southwesterly from the southwesterly side line of said lot 15, ninety (90) feet;
Southeasterly	by a portion of lots 14 and 15, twenty-six (26) feet;
Northeasterly	by the remaining portion of lot 15 by a line parallel to and distant northeasterly twenty-four (24) feet from said southwesterly side line, ninety (90) feet.

Said parcel is also shown as Lot P on plan of land entitled "Plan of Land Prospect St. & Bennet St., Somerville, MA dated April 26, 2011 prepared by Coneco Engineers, Scientists & Surveyors" and recorded with said Registry of Deeds as [Plan No. 520 of 2011](#).

Lots 6, 7 & 8 Bennett Street (Assessors ID: 82-I-31, 82-I-32 & 82-I-33):

Lot 8:

That portion of Lot numbered 8, bounded:

Northeasterly	by Bennett Street:
Southeasterly	by land now or formerly of Schertzert
Southwesterly	by land now or formerly of Jackson and
Northwesterly	by land now or formerly of Murphy.

Containing 4917 square feet of land, more or less.

Lot 7:

The land in said Somerville, with the buildings thereon, comprising Lot 7 and the easterly part of Lot 8 on a plan of land in Somerville belonging to Hannah Bennett and to the heirs of Clark Bennett, and being dated November 1, 1882 by Chas. D. Elliott, C.E. & Survey and recorded with Middlesex South District Registry of Deeds, [Book of Plans 54, Plan 42](#); bounded and described as follows:

Northwesterly	by Bennett Street, as shown upon said plan, thirty-five and 60/100 (35.60) feet;
Northlery	by lot 6 on said plan, sixty-six and 70/100 (66.70) feet
Easterly	by land of owners unknown, by a broken line as shown on said plan, sixty-seven and 60/100 (67.60) feet;
Southerly	by land of one Tower, seventy-four and 15/100 (74.15) feet; and
Westerly	by land of said Tower, sixty-eight and 50/100 (68.50) feet; be all said measurements more or less.

Containing 6421 square feet of land, more or less.

Lot 6:

The land in said Somerville, with all the buildings thereon, and comprising Lot 6 and a strip sixteen (16) feet in width throughout, adjoining said Lot 6 and taken from the southerly part of Lot 5, all shown on plan in [Book of Plans 54, Plan 42](#), Middlesex South District Registry of Deeds, and bounded and described as follows:

Southerly	by Lot 7 on said plan, sixty-six and 70/100 (66.70) feet;
Westerly	by Sennett Street as shown upon said plan, thirty-six and 30/100 (66.30) feet;
Northerly	by the remaining part of Lot 5, fifty-two (52) feet more or less;
Easterly	by land of owners unknown, sixty-six and 51/100 (66.51) feet.

Said parcel one through four are also shown as Lots H, J and K on plan of land entitled "Plan of Land Prospect St. & Bennet St., Somerville, MA dated April 26, 2011 prepared by Coneco Engineers, Scientists & Surveyors" and recorded with said Registry of Deeds as [Plan No. 520 of 2011](#).

PARCEL E – 30 Prospect Street
(Assessors ID: 82-I-2)

The land with the buildings thereon situated in Somerville, Middlesex County, Massachusetts bounded and described as follows:

Being a part of Lot 15 on a plan of land recorded in Middlesex South District Deeds in [Plan Book 54, Plan 42](#), bounded and described as follows:

Beginning at a point on Prospect Street distant 24 feet northeasterly from the Southwesterly line of said Lot 15 as shown on said plan, thence running:

SOUTHEASTERLY	in a line parallel with and distant 24 feet Northeasterly from said
---------------	---

	Southwesterly line on said Lot 15, 90 feet; thence running
NORTHEASTERLY	26 feet to Lot 17 on said plan; thence turning and running
NORTHWESTERLY	90 feet to Prospect Street; thence turning and running
SOUTHWESTERLY	on said Prospect Street, 26 feet to the point of beginning.

PARCEL F – 40-44 Bennett Street
 (Assessors ID: 82-I-23, 25, 29, 30)

Parcel 1:

The land in Somerville, Middlesex County, Massachusetts bounded and described as follows:

NORTHWESTERLY	by Prospect Street one hundred seven and 40/100 (107.40) feet
NORTHEASTERLY	by land now or formerly of DiCicco ninety (90) feet
SOUTHEASTERLY	by land now or formerly of Murphy thirty-four and 66/100 (34.66) feet
NORTHEASTERLY	by land of Murphy forty-nine and 59/100 (49.59) feet
NORTHERLY	by Murphy land and land now or formerly of McKenna eighty-eight and 20/100 (88.20) feet and by a right of way twelve and 5/10 (12.5) feet "
EASTERLY	by lot B on a plan hereinafter mentioned
SOUTHEASTERLY	by lot C one hundred sixteen and 13/100 (116.13) feet
SOUTHWESTERLY	by land of Boston & Maine railroad one hundred ninety-three and 59/100 (193.59) feet.

Being lots D and A as shown on a plan recorded with Middlesex South District Registry of Deeds, Book 6045, Page 304.

Containing approximately 19,511 square feet of land more or less and meaning and intending to convey hereby all rights of way or prescriptive rights of way which the grantor may have on the premises.

EXCEPTING therefrom Lots A, C and unnumbered Lot on Plan recorded with said Registry of Deeds in [Book 10016, Page 31.](#)

Parcel 2:

A certain parcel of land situated in Somerville, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at the northeasterly corner of the premises at a corner by lands now or formerly of Jane Calahan and of Berther Shertzer, thence the line runs

WESTERLY:	by said Shertzer land, about eighty-five (85) feet to the center line of a right of way twenty-five (25) feet wide, extending from Bennett Street to land of said devisees of Henry W. Jackson:
-----------	---

	thence
SOUTHERLY	by a line at right angles with the last described line, twenty (20) feet; thence
SOUTHWESTERLY	by land of said Jackson devisees, about one hundred seventeen (117) feet to the northwesterly corner of land conveyed by Chastine F. Pridham to said Henry W. Jackson, by deed dated February 19, 1926 and recorded with Middlesex South District Deeds in book 4943, Page 66; thence
SOUTHEASTERLY	by land of Boston and Maine Railroad, by a curved line with a radius of 3820 feet, eighty-one and 17/100 (81.17) feet; thence
NORTHEASTERLY	eighty-four and 44/100 (84.44) feet;
EASTERLY	forty-eight and 70/100 (48.70) feet;
NORTHERLY	nine and 10/100 (9.10) feet: and
EASTERLY	again fifty (50) feet by land now or formerly of White and Leahy, Inc; thence
NORTHERLY	by lands-now or formerly of John Morrison, Ira F. Ruffa, Michael J. Devine and Jane O'Callahan by two lines fifty (50) feet and one hundred sixteen and 98/100 (116.98) feet, respectively, to the point of beginning.

Being the northeasterly portion of the land shown on a “Plan of Land in Somerville, Mass., owned by the heirs of Henry W. Jackson, Charles J. Elliott, Engineer and Surveyor, dated June 1, 1961”, and is all that lot of land described in a deed from Boston and Maine Railroad to Chastine F. Pridham, dated February 19, 1936 recorded with Middlesex South District Deeds, in [Book 4943, Page 64](#) and a portion of the Premises described in a deed from K. Augusta C. Babcock to said Henry W. Jackson, dated June 14, 1923, and recorded with Middlesex South District Deeds, Book 4618, Page 428.

Parcel 3:

A certain estate situated on Bennett Street, Somerville, Middlesex County, Massachusetts, bounded and described as follows:

Two parcels; First: being lot numbered 10 on a plan of land in Somerville belonging to Hannah Bennett and to the heirs of Charles Bennett dated November 1, 1882 by Charles D. Elliot, Engineer and recorded with Middlesex South District Deeds [Book of Plans 54, Plan 42](#) and bounded

NORTHEASTERLY	on Bennett Street as shown on said plan forty (40) feet;
SOUTHESTERLY	by lot numbered 9 on said plan seventy-five (75) feet;
SOUTHWESTERLY	by land of Babcock forty-nine and 59/100 (49.59) feet; and
NORTHWESTERLY	by lot numbered 11 on said plan sixty-nine and 32/100 (69.32) feet;

Containing 3164 square feet according to said plan.

Second, being premises bounded:

NORTHERLY	by Bennett Street by a curved line thirty-five and 30/100 (35.30) feet;
EASTERLY	by lot numbered 8 on said plan fifty-nine and 30/100 (59.30) feet;

SOUTHERLY by land now or late of Levi L. Tower seventy-eight and 20 100 (78.20) feet; and
NORTHWESTERLY by lot numbered 10 seventy-five (75) feet.

Containing about 3471 square feet more or less; Plan Book 54, Plan 42.

Parcel 4:

A portion of land now owned by the Grantor shown as Lot “B” on a “Plan of Transfer land in Somerville, Massachusetts”, by Donald J. Reardon surveyor dated March 20, 1962, recorded with the Middlesex County Southern District Registry of Deeds in [Book 10016, Page 31](#), and located adjacent to the compressor building shown on said plan and bounded and described as follows:

SOUTHWESTERLY along a line of the compressor building twenty-one and 1/100 (21.1) feet;
NORTHEASTERLY by other land of the grantor eleven and 5/100 (11.5) feet;
NORTHERLY by other land of grantor twenty (20) feet; and
SOUTHEASTERLY by land of the grantee sixteen (16) feet.

All said measurements being as shown on said plan, containing two hundred eighty three (283) square feet.

PARCEL G – 42 Prospect Street
(Assessors ID: 82-D-28)

A certain parcel of land with the buildings thereon situated in Somerville, Middlesex County, Massachusetts and being a portion of lots numbered 11 and 12 on a plan entitled “Plan of land in Somerville belonging to Hannah Bennett and to the sons of Clark Bennett”, C. D. Elliott, Surveyor, dated November 1, 1882 and recorded with Middlesex South District Deeds, [Plan Book 54 Plan 42](#), and bounded and described as follows;

Beginning at the Southwesterly corner of the premises on Prospect Street at land of Hubert W. Raymond; thence running

NORTHEASTERLY by said Prospect Street, thirty-five (35) feet to Bennett Street; thence turning at right angle and running;
SOUTHEASTERLY by said Bennett Street, ninety (90) feet to Lot 10 on said plan; thence turning at a right angle and running
SOUTHWESTERLY by said Lot 10, thirty-four and 66/100 (34.66) feet to said land of Raymond; and thence turning and running
NORTHWESTERLY ninety (90) feet to said Prospect Street at the point of beginning.

PARCEL H – 49-51 Allen Street
(Assessors ID 82-D-20, 21 & 38)

Parcel 1:

A certain parcel of land, together with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, consisting of Lots A and B, as shown on a “Plan of Land in Somerville, Mass., owned by White & Leahy, Inc.,” dated November 30, 1929, Chas. J. Elliot, Eng’r & Surveyor, duly recorded with Middlesex County South District Deeds in [Book 5443, Page 52](#), and together bounded and described as follows:

EASTERLY	by Allen Street, 50 feet;
SOUTHERLY	by land now or formerly of Isadora S. Shaw, 142.45 feet;
NORTHEASTERLY	by said land now or formerly of Isadora S. Shaw and land now or formerly of Boston and Maine Railroad, 98.70 feet, more or less.
EASTERLY	by said land now or formerly of Boston and Maine Railroad, 16.70 feet;
SOUTHWESTERLY	by land now or formerly of Boston and Maine Railroad, 191.38 feet;
NORTHWESTERLY	by land now or formerly of Boston and Maine Railroad, 84.44 feet;
NORTHEASTERLY	by the center line of a passageway as shown on said plan, 43.70 feet;
SOUTHWESTERLY	by said passageway, 9.10 feet; and
NORTHERLY	by land now or formerly of Garfield W. Isham, 170 feet.

Together containing 18.675 square feet of land, more or less, after the exclusion hereinafter set forth.

Said premises are conveyed subject to the reservations, restrictions and rights of usage set forth in the deed of Boston and Maine Railroad to White & Leahy, Inc., dated February 15, 1926, duly recorded with said Deeds in [Book 4941, Page 460](#).

There is excluded from the above described premises about 720 square feet of land more or less as described in a deed from White & Leahy, Inc. to Milton H. Vergnani et al., dated April 15, 1963 duly recorded with said Deeds in Book 10255 and Page 455.

Parcel 2:

A certain parcel of land with the buildings thereon situated in Somerville, Middlesex County, Massachusetts, situated on the Westerly side of Allen Street, and more fully bounded and described as follows:

Beginning at the Northeasterly corner of the granted premises on said Allen Street; thence running

WESTERLY a little Northerly, one hundred forty-two and 45/100 (145.45) feet; thence turning and running

SOUTHERLY seventy-nine and 87/100 (79.87) feet, to a bound at land now or formerly of Swift Brothers; thence turning and running

EASTERLY one hundred and one and 20/100 (101.20) feet to Allen Street; thence turning and running

NORTHERLY by said Allen Street, 87 and 8/100 (87.08) feet to the point of beginning.

Containing 9,171 square feet of land, more or less; or however otherwise bounded, measured, or described, or by any or all of said boundaries more or less.

For further clarification, the first two bounds being by land now or formerly of White & Leahy, Inc. as shown on plan recorded with Middlesex South District Deeds in [Book 5443, Page 52](#).

Said premises are known as and numbered 51 Allen Street in the present numbering of said street.

Lot 2:

Parcel X containing 3195 ± square feet more or less shown on a plan entitled “Plan of Land in Somerville, Massachusetts surveyed for Northern Artery General, Inc.” dated December 29, 1998 prepared by Design Consultants, Inc. 276 Medford Street, Somerville, MA 02143, which plan is recorded with Middlesex County Southern District Registry of Deeds in Book 29941, Page 27.

PARCEL I – 258 Somerville Avenue
(Assessors ID: 82-D-6)

A certain parcel of land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, now numbered 258 Somerville Avenue, shown as Lot #1 on a Plan entitled "Plan of Land in Somerville, Massachusetts" by Charles J. Elliot, Engineer & Surveyor, dated August 21, 1924, recorded with Middlesex South District Deeds in [Plan Book 342, as Plan 16](#), and more fully bounded and described as follows:

Northeasterly by Somerville Avenue, thirty-four and 50/100 (34.50) feet;

Southeasterly by land now or formerly of Coliten, forty-two (42) feet;

Southwesterly by Lot #2, shown on said plan, thirty-four and 50/100 (34.50) feet; and

Northwesterly by Milk Place, as shown on said Plan, forty-two (42) feet.

Subject to, and with the right to use Milk Place throughout its entire extent, in common with the owners and occupants for the time being, of lots 2, 3, 4, and 5.

PARCEL J – Vacant Lot at corner of Somerville Avenue and Prospect Street:

Assessors ID: 82-D-1

A certain parcel of land situated in Somerville, Middlesex County, Massachusetts and locted at the corner of Prospect Street and Somerville Avenue, said to contain 7, 475 square feet. Said parcel is shown on City of Somerville 1875 Atlas and as an abutter to Lot 1 on plan of land recorded with said deeds in [Plan Book 54, Plan 42](#).

PARCEL EE – 50 Prospect Street

(Assessors ID: 82-D-24, 25 &26)

Parcel 1

The land in Somerville, Massachusetts, County of Middlesex, and being shown as Lot “A” on a Plan titled “Sub-division land in Somerville, Mass., belonging to Prospect Waste Paper Corp.” by Donald J. Reardon, Registered Engineer, dated March 27, 1957 and recorded with said Deeds as [Plan No. 818 of 1957 in Book 8958](#), Page End and bounded and described as follows:

Beginning on Prospect Street at other land now of the grantor thence running;

SOUTHWESTERLY	Twenty-Five and fifteen one hundredths (25.15) feet; thence running
SOUTHEASTERLY	One Hundred Eighty-three and sixty-seven one hundreths (183.67) feet; thence running
NORTHEASTERLY	Seventy-two (72) feet; thence running
NORTHWESTERLY	Eighty-two and fifteen one hundreths (82.15) feet; thence running
SOUTHWESTERLY	Twenty-six and seven tenths (26.7) feet; thence running again
NORTHWESTERLY	One hundred nine (109) feet by land of the grantor to the point of beginning.

Containing 8,095 square feet, more or less.

Parcel 2

A certain parcel of land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, being shown as Lot A, Lot C, and unlettered Lot on a plan entitled “Plan of Transfer of Land in Somerville, Mass,” by Donald J, Reardon, Land Surveyor, dated March 20, 1962, recorded with Middlesex South District Registry of Deed, in [Book 10016, Page 31](#), and being bounded and described as follows:

NORTHWESTERLY	by Prospect Street, by three lines measuring forty-four and 50/100 (44.50) feet, sixty-three and 15/100 (63.15) feet, and
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	eleven and 7/10 (11.7) feet, respectively;
SOUTHWESTERLY	by land of Prospect Iron & Steel Corp., one hundred nine (109) feet;
SOUTHEASTERLY	by land of said Prospect Iron & Steel Corp., thirteen (13) feet;
SOUTHWESTERLY	again by land of said Prospect Iron & Steel Corp., three (3) feet;
SOUTHEASTERLY	again by land of said Prospect Iron & Steel Corp., thirty-eight and 70/100 (38.70) feet;
SOUTHWESTERLY	again by land of said prospect Iron & Steel Corp., three (3) feet;
SOUTHEASTERLY	again by land of Prospect Iron & Steel Corp., nine and 90/100 (9.90) feet;
SOUTHWESTERLY	again by Lot B as shown on said Plan, eleven and 5/10 (11.5) feet;
EASTERLY	by said Lot B and by land of owners unknown by two lines measuring twenty (20) feet and forty-six and 90/100 (46.90) feet, respectively; and
NORTHEASTERLY	by land of owners unknown, ninety-two (92) feet,

Said Lot A containing 116 square sect of land, more or less, said Lot C containing 4,068 square feet of land, more or less, and said unlettered Lot containing 8,401 square feet of land, more or less, all as shown on said Plan.

Parcel 1 and 2 are also shown as B, C and D on plan of land entitled “Plan of Land Prospect St. & Bennet St., Somerville, MA, dated April 26, 2011 prepared by Coneco Engineers, Scientists & Surveyors” and recorded as [Plan No. 520 of 2011](#).

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item b) Payment of the premiums, fees and charges for the policy.
- Item c) Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable.
- Item d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Deed from Current Owner of Record to proposed Insured Owner.
 - 2. Mortgage from proposed Insured Owner to proposed Insured Lender.
 - 3. Release, Termination, Discharge of the following matters which appear of public record:
 - a) Instrument of Taking for taxes by the City of Somerville in the total amount of \$3,918.91 recorded Deeds in [Book 14993, Page 431](#). **NOTE:** Obtain and record Certificate of Redemption. (Affects Parcel H)
 - b) Instrument of Taking for taxes by the City of Somerville in the amount of \$634.62, dated September 13, 1982 and recorded in [Book 14748, Page 297](#). **NOTE:** Obtain and record Certificate of Redemption, as affected by a Petition to Foreclose by the City of Somerville recorded in [Book 15584, Page 337](#). (Affects Parcel I)
- Item e) Satisfactory completion of a standard Mechanic Lien/Parties in Possession Affidavit and Indemnity Form alleging that any improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material, plus identification of parties in possession, including rent roll, if appropriate.
- Item f) Full on ground Title Insurance Survey and standard surveyor report which locates and defines all recorded exceptions noted in Schedule B, section 2 and reflecting issues which are satisfactory in the Company's sole discretion.
- Item g) The Company may make other requirements or exceptions upon its review of the

proposed documents creating the estate or interest to be insured, or otherwise ascertaining details of the transaction.

Item h) Authority documents for all parties executing documents.

FOR TRUSTS:

- Trustee's(s') Certificate from the aforesaid Trustee(s) that certifies that the _____ Realty Trust is in full force and effect and has not been terminated, amended or revoked, that the beneficiaries of the Trust have consented to the transfer of title to the property to the proposed Insured Owner/granting of a mortgage on the property to the proposed Insured Lender and have authorized the Trustee(s) to deliver the deed/mortgage to the proposed Insured Owner/Lender and that none of the beneficiaries of the Trust are (i) a minor, (ii) a corporation, nonprofit, a limited or general partnership, a limited liability company, joint venture or business selling all or substantially all of its Massachusetts assets or classified as a corporation for federal income tax purposes, (iii) a partnership, (iv) a trust, or (v) a personal representative of an estate subject to estate tax liens, deceased or under any other legal disability.

FOR CORPORATIONS:

- Documents must be executed by the President or Vice President and the Treasurer or Assistant Treasurer of Corporation. Alternatively, corporate resolutions which authorize the signatories on the documents must be obtained and recorded, together with a Clerk's Certificate of incumbency.
- Certificate of Legal Existence from the Secretary of State evidencing the legal existence of Corporation.
- If the proposed conveyance is all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts, a corporate excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.
- If Corporation owns other assets in Massachusetts at the time of the conveyance, the following paragraph should be included in the deed in lieu of obtaining a corporate excise tax waiver:

"This conveyance is not a conveyance of all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts."

- If the proposed conveyance is a conveyance of all of the assets of the corporation, shareholders' resolutions authorizing the conveyance must be obtained.

FOR NON-PROFIT CORPORATIONS:

- Evidence of compliance with M.G.L. Chapter 180, § 8A regarding approval of proposed sale by stockholders and approval by the Massachusetts Attorney General.

FOR LIMITED PARTNERSHIPS:

- Long Form Certificate of Legal Existence from the Massachusetts Secretary of State evidencing the identity of the present general partner(s) and continuing legal existence of the limited partnership as shown by the limited partnership agreement, or certificate thereof, as the same may be amended, filed in the Office of the Secretary of State, as applicable. Absent any provisions to the contrary in the Limited Partnership Agreement that require the consent of all partners (including the limited partners), all documents must be executed by all of the general partners of the limited partnership. In the case of corporate signatories, documents must be signed by the President OR the Vice President AND the Treasurer OR the Assistant Treasurer of the corporation. In the alternative, corporate resolutions which authorize the corporate signatories must be obtained and recorded together with an appropriate Clerk's Certificate of incumbency for the officers who act as signatories.
- Additionally, any deed conveying property by the limited partnership must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR LIMITED LIABILITY COMPANY:

- Certificate of Legal Existence for Limited Liability Company from the Secretary of State of the Commonwealth of Massachusetts which evidences the filing of said limited liability company with the State Secretary and which names the appropriate manager(s) or real estate signatory(ies). Any document must be executed by the appropriate manager(s) or real estate signatory(ies). If no manager or real estate signatory is designated, documents must be executed by all of the members of the limited liability company or satisfactory evidence must be submitted to the Company which establishes the authority for those individuals or entities signing the documents on behalf of the limited liability company.
- NOTE: The above requirement will apply for domestic limited liability companies and also for those foreign limited liability companies who have filed as such with the State Secretary.
- CAVEAT: If the manager or real estate signatory is another entity, such as a

limited partnership or corporation, the usual and customary evidence of legal existence and authority for those entities should also be obtained.

- Additionally, any deed conveying property by the limited liability company must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR INDIVIDUALS:

- Deed must state the marital status of grantor and waive all homestead rights of grantor and any other persons entitled to homestead rights pursuant to M.G.L. c. 188 or a statement that the land is not homestead property of grantor and that there are no other persons residing in the land who are entitled to homestead protection.

NOTE: THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS ONCE THE TERMS OF THE TRANSACTION HAVE BEEN COMPLETELY DISCLOSED TO STEWART TITLE GUARANTY COMPANY.

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable.
7. **Parcel A - 4 Milk Place:**
 - i. Terms and Provisions of Order of Taking in fee simple by eminent domain for Urban Renewal Plan by the City of Somerville dated May 29, 2013 and recorded in [Book 61890, Page 47.](#)
8. **Parcel B – 20-22 Prospect Street:**
 - i. Subject to and with the benefit of the right to use Milk Place in common with others entitled thereto for all purposes for which streets and ways are used in the City of Somerville, as shown on plan recorded in [Plan Book 342, Plan 16.](#) (Affects Assessor IDs: 82-D-4, 82-D-2 and 82-D-3).
9. **Parcel C – 26 Prospect Street:**
 - i. Terms and Provisions of Order of Taking in fee simple by eminent domain for Urban Renewal Plan by the City of Somerville dated May 29, 2013 and recorded in [Book 61890, Page 47.](#)
10. **Parcel D – 27 Bennett Street:**
 - i. Terms and Provisions of Order of Taking in fee simple by eminent domain for Urban Renewal Plan by the City of Somerville dated May 29, 2013 and recorded in [Book 61890, Page 47.](#)

- ii. Activity and Use Limitation dated September 27, 2011 and recorded in [Book 57536, Page 477](#). (Affects Lot H on Plan No. 520 of 2011 which is Parcels 82-I-32)

11. Parcel E – 30 Prospect Street:

- i. Terms and Provisions of Order of Taking in fee simple by eminent domain for Urban Renewal Plan by the City of Somerville dated May 29, 2013 and recorded with said Registry of Deeds in [Book 61890, Page 47](#).

NOTE: Taking parcel 82-I-2 is incorrectly labeled as 82-I-1 on plan recorded as [Plan No. 520 of 2011](#).

12. Parcel F – 40-44 Bennett Street:

- i. Rights of way, restrictions, easements and reservations for the benefit of the Boston and Maine Railroad set forth in Deeds recorded with said Registry of Deeds in [Book 4943, Page 64](#) and in [Book 6045, Page 303](#), insofar as the same may now be in force and effect.
- ii. Terms and Provisions of Order of Taking in fee simple by eminent domain for Urban Renewal Plan by the City of Somerville dated May 29, 2013 and recorded with said Registry of Deeds in [Book 61890, Page 47](#).
- iii. Rights of unrecorded lessee, Anestis Metals, insofar as the same may now be in force and effect.
- iv. Rights of flowage in Miller's Creek
- v. Terms and Provisions of Massachusetts General Laws Ch. 40 § 54A (the property was either formerly used as a Railroad Right of Way, or abuts a Railroad Right of Way)

13. Parcel G – 42 Prospect Street:

- i. Order of Taking by eminent domain in fee simple for the layout of State Highway by the City of Somerville recorded with said Registry of Deeds in [Book 14224, Page 180](#), shown on plan recorded as [Plan No. 197 of 1981](#).

14. Parcel H – 49-51 Allen Street:

- i. Instrument of Taking for taxes by the City of Somerville in the total amount of \$3,918.91 recorded with said Registry of Deeds in [Book 14993, Page 431](#).
- ii. Reservation of right to maintain slaughterhouse set forth in Deed recorded with said Registry of Deeds in [Book 5314, Page 448](#), insofar as the same may now be in force and effect.
- iii. Terms and Provisions of Massachusetts General Laws Ch. 40 § 54A (the property was either formerly used as a Railroad Right of Way, or abuts a Railroad Right of Way)
- iv. The right to use 20 foot passageway as set forth in Deed from Boston & Maine Railroad to White & Leahy, Inc. recorded with said Registry of Deeds in [Book 4941, Page 460](#), shown on plan recorded with said Registry of Deeds in [Book 4941, Page End](#).

- v. Reservation of side track and right to maintain and as set forth in Deed from Boston & Maine Railroad to White & Leahy, Inc. recorded with said Registry of Deeds in [Book 4941, Page 460.](#)
- vi. Terms and Provisions of Order of Taking in fee simple by eminent domain for Urban Renewal Plan by the City of Somerville dated May 29, 2013 and recorded with said Registry of Deeds in [Book 61890, Page 47.](#)
- vii. Rights of all persons in Millers Creek as shown on plan recorded with said Registry of Deeds in Book 5443, Page 52 insofar as the same may now be in force and effect.

15. Parcel I – 258 Somerville Avenue:

- i. Instrument of Taking for taxes by the City of Somerville in the amount of \$634.62, dated September 13, 1982 and recorded with said Registry of Deeds in [Book 14748, Page 297.](#)
- ii. Petition to Foreclose by the City of Somerville recorded with said Registry of Deeds in [Book 15584, Page 337.](#)
- iii. Subject to, and with the right to use Milk Place in common with others entitled thereto for all purposes for which streets and ways are used in the City of Somerville, as set forth in Deed recorded with said Registry of Deeds in [Book 59656, Page 226.](#) as shown on plan recorded with said Registry of Deeds in [Plan Book 342, as Plan 16.](#)

16. Parcel J – Vacant Lot at corner of Somerville Ave., & Prospect St.: NONE

17. Parcel EE – 50 Prospect Street:

- i. Reservation set forth in Deed from Prospect Iron & Steel Corp. to Prospect Waste Paper Corp dated April 7, 1962 and recorded with said Registry of Deeds in [Book 10016, Page 31.](#)
- ii. Order of Taking by eminent domain in fee simple for the layout of State Highway and the Taking of an Easement for such purposes by the City of Somerville recorded with said Registry of Deeds in [Book 14224, Page 180,](#) shown on plan recorded with said Registry of Deeds as [Plan No. 197 of 1981.](#)
- iii. Terms and Provisions of Order of Taking in fee simple by eminent domain for Urban Renewal Plan by the City of Somerville dated May 29, 2013 and recorded with said Registry of Deeds in [Book 61890, Page 47.](#)
- iv. Rights of Drainage as set forth in Deed from Margaret T. Doran, administratrix of the estate of John P. Doran to Henry W. Jackson recorded with said Registry of Deeds in [Book 4849, Page 445.](#)
- v. Rights of the railroad over ways, adjoining parcels and trackage rights as referred to in Deed from Elizabeth Fowle to Frances E. Jackson dated September 18, 1944 and recorded with said deeds in [Book 6803, Page 512.](#)

NOTE: Terms and Provisions of Massachusetts General Laws Ch. 40 § 54A (the property was either formerly used as a Railroad Right of Way, or abuts a Railroad Right of Way)

- vi. Rights of unrecorded lessee, Anestis Metal.
- vii. Rights of unrecorded lessee, Empire Marble and Granite Inc. is Lessee. **NOTE:** There are numerous Notices of Massachusetts Tax Lien by the Department of Revenue against Empire Marble and Granite Inc.

END OF SCHEDULE

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

D3 PARCEL TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Joseph P. Sullivan

Authorized Countersignature

Stewart Title Guaranty Company

Company Name

Boston, Massachusetts

City, State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For more information, please contact:
Joseph P. Sullivan, Esq.
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Stewart Title Guaranty Company
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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> > .



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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STEWART TITLE GUARANTY COMPANY
Commercial Services
One Washington Mall, Suite 1400
Boston, Massachusetts 02109
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: 14000032641 (D-3)

1. **Effective Date:** July 24, 2017
2.

<u>Policy or Policies to be issued:</u>	<u>Amount of Insurance</u>
(a) ALTA 2006 Loan Policy Proposed Insured: To Be Determined	\$ To be determined
(b) ALTA 2006 Owner Policy Proposed Insured: To Be Determined	\$ To be determined
3. **The Estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title hereto is at the effective date hereof vested in:**

Parcel L – 50 Webster Avenue:

John R. Swansburg, Trustee of Webster Avenue Realty Trust, under Declaration of Trust dated October 23, 1984 and recorded with said Registry of Deeds in [Book 15843, Page 294](#), by virtue of a Deed from Beacon Sales Company, Incorporated dated October 23, 1984 and recorded in [Book 15843, Page 303](#).

Parcel M – 56 Webster Avenue:

56 Webster Ave, LLC, a Massachusetts limited liability company, by virtue of a Deed from Columbia Street Realty, LLC dated April 11, 2011 and recorded with said Registry of Deeds in [Book 56720, Page 299](#), as affected by Confirmatory Deed recorded with said Registry of Deeds in [Book 62730, Page 385](#).

Parcel N – 520 Columbia Street:

ZPF, LLC, Massachusetts limited liability company, by virtue of a Deed from Peter Zagorianakos dated March 29, 2002 and recorded in [Book 35179, Page 500](#).

4. **The land referred to in this commitment is described as set forth on the attached Exhibit A.**
NOTE: Hereinafter, “recorded” shall mean “recorded with the Middlesex County Southern District Registry of Deeds”.

UNLESS A SPECIFIC AMOUNT OF INSURANCE IS STATED ON THIS SCHEDULE A, OR SET FORTH IN AN ENDORSEMENT TO THIS COMMITMENT, THE LIABILITY OF THE COMPANY SHALL NOT EXCEED \$1,000.00.

THIS COMMITMENT IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY, AND THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TERMS OF ITS POLICY OR POLICIES.

Property Address: See list above
City/State: Somerville, MA
County: Middlesex South

STEWART TITLE GUARANTY COMPANY

Joseph P. Sullivan, Esq.
Underwriting Counsel
Direct Dial: 617-933-2425
Email: joseph.sullivan@stewart.com

EXHIBIT A

LEGAL DESCRIPTION

Commitment No. 14000032641

PARCEL L – 50 Webster Avenue
(Assessors ID: 96-A-1)

A certain parcel of land with the buildings thereon situated in Somerville, Middlesex County, Massachusetts, described as follows:

Beginning at an iron rod at the Easterly corner of Prospect Street and Webster Avenue, thence running NORTHEASTERLY and bounded

- NORTHWESTERLY on said Prospect Street, one hundred forty-five and 98/100 (145.98) feet to an iron rod set in stone at land now or formerly of the Fitchburg Railroad Co.; thence turning and running about SOUTHEASTERLY and bounded

- NORTHEASTERLY on land now or formerly of said Railroad Co. thirty-two and 54/100 (32.54) feet; thence turning and running on a curved line in a general SOUTHEASTERLY direction and bounded

- NORTHEASTERLY on land now or formerly of said Railroad Co. three hundred forty-five and 19/100 (345.19) feet to an iron bound; thence turning and running SOUTHWESTERLY and bounded

- SOUTHEASTERLY on land now or formerly of said Railroad Co. forty-six and 04/100 (46.04) feet to land now or formerly of Samuel Savransky; thence turning and running nearly WESTERLY and bounded

- SOUTHERLY on land now or formerly of said Samuel Savransky three hundred thirty and 88/100 (330.88) feet to said Webster Avenue; thence turning and running about NORTHERLY and bounded

- WESTERLY on said Webster Avenue one hundred ninety-six (196) feet to an iron rod at the Easterly corner of said Prospect Street and Webster Avenue to the point of beginning.

Estimated to contain 67,051 square feet of land, more or less.

PARCEL M – 56 Webster Avenue
(Assessors ID: 96-A-32 -35, 2, 38, 41 & 42)

Parcel 1

A parcel of land in Somerville, Middlesex County, Massachusetts more particularly bounded and described as follows:

Beginning at a point on the easterly side of Webster Avenue, one hundred ninety-six (196) feet southerly from the corner of Prospect Street; thence bounded

Northerly	by land now or formerly of Anthony DiPerna, one hundred twenty-nine and eight tenths (129.8) feet;
Easterly	by land now or formerly of Samuel Savransky, seventy (70) feet;
Southerly	by land now or formerly of Samuel Savransky, one hundred twenty-nine and seventeen one hundredths (129.17) feet to Webster Avenue;
Westerly	by Webster Avenue, seventy (70) feet to the point of beginning.

Containing nine thousand sixty-four (9,064) square feet of land, as shown on plan by Whitman & Howard, Civil Engineers, dated November 17, 1948, recorded with deed of Anthony DiPerna, dated December 1, 1948, which deed is recorded with the Middlesex South Registry of Deeds, in [Book 7369, Page 212.](#)

Parcel 2

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning at a point on the easterly side of Webster Avenue, two hundred sixty-six (266) feet southerly from the corner of Prospect Street; thence bounded

Northerly	by land now or formerly of Anthony DiPerna one hundred twenty-nine and seventeen one hundredths (129.17) feet,
Westerly	by land now or formerly of DiPerna, seventy (70) feet;
Northerly	by land now or formerly of DiPerna, two hundred one and eight one hundredths (201.08) feet;
Easterly	by land of the Boston and Maine Railroad, ninety-seven and seven tenths (97.7) feet;
Southerly	by land now or formerly of the Boston and Maine Railroad, two hundred seventy four and eight one hundredths (274.08) feet to Webster Avenue;
Westerly	by Webster Avenue, ten (10) feet to the point of beginning.

Containing fifteen thousand one hundred thirty-four (15,134) square feet of land, as shown on plan by Whitman & Howard, Civil Engineers, dated November 3, 1948, recorded with said Registry of Deeds in Book 7360, Page 385.

Parcel 3

A parcel of land in said Somerville more particularly bounded and described as follows: Beginning at the most easterly corner of land of Ginsburg Brothers Inc. and at land of Sam Savransky, thence running by said last mentioned land on three (3) courses as follows:

North 21° 50' 30" East	thirteen and fifty-five hundredths (13.55) feet,
Northwesterly	on a curve to the left having a radius of two hundred thirty-six and thirty-four hundredths (236.34) feet, ninety-six and five hundredths (96.05) feet, and
North 38° 31' 02" East	ninety-seven and eighty-two hundredths (97.82) feet to a point at

<p>Thence turning and running</p> <p>South 21° 50' 30" West</p> <p>North 68° 09' 30" West</p>	<p>remaining land of the Boston and Maine Railroad;</p> <p>by said last mentioned land on three (3) courses as follows: South 50° 46' 30" East one hundred twelve and five hundredths (112.05) feet, sixty-five and nine hundredths (65.09) feet and on and by the Northeasterly and line of a driveway forty (40,00) feet to the point of beginning,</p>
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Be all of said measurements more or less said parcel containing about nine thousand eighteen (9,018) square feet and being shown upon a Plan marked "Land in Somerville, Mass. Boston and Maine Railroad to Sam Savransky J.F. Kerwin Eng'r, of Design September, 1956", recorded with deed of Boston and Maine Railroad, dated November 5, 1956, which deed is recorded with the Middlesex South Registry of Deeds, in [Book 8850, Page 289](#).

Parcel 4

A parcel of land in said Somerville more particularly bounded and described as follows: Beginning at the most southerly corner thereof and at the most easterly corner of land conveyed to Sam Savransky by Boston and Maine Railroad by Indenture dated November 5, 1956, and at remaining land of the Boston and Maine Railroad; thence running

<p>North 50° 46' 30" West</p>	<p>by said land of Sam Savransky one hundred twelve and five hundredths (112.05) feet to other land of said Sam Savransky; thence turning and running</p>
<p>North 38° 31' 02" East</p>	<p>partly by said last mentioned land and partly by land of Beacon Sales Co., Inc. thirty-two and fifteen hundredths (32.15) feet to a point at said remaining land of said Railroad;</p>
<p>Thence turning and running</p> <p>South 50° 32' 30" East</p> <p>South 21° 50' 30" West</p>	<p>by said last mentioned land on two (2) courses as follows: one hundred two and fifty one hundredths (102.51) feet, and thirty-three and twenty-five hundredths (33.25) feet to the point of beginning,</p>

Be all of said measurements more or less. Said parcel containing about three thousand, four hundred twenty-five (3,425) square feet and being shown upon plan marked "Land in Somerville MASS. Boston and Maine Railroad To Sam Savransky & F. Kerwin Engr of Design Scale 1" = 40' Oct 1959" recorded with deed of Boston and Maine Railroad, dated May 19, 1960, which deed is recorded with the Middlesex South Registry of Deeds, in [Book 9600, Page 546](#).

Parcel 5

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning on the boundary line between land of Ginsburg Brothers Inc. and land of Sam Savransky at a point one hundred seven and sixty-two hundredths (107.62) feet

<p>South 86° 55' 36" East</p>	<p>from a point in the easterly side line of Webster Avenue, so-called, which last mentioned point is one hundred seventeen and seventy-one hundredths (117.71) feet</p>
<p>North 2° 49' East</p>	<p>from the point where the northerly side line of Columbia Street, so-called meets said easterly side line of Webster Avenue, thence</p>

South 86° 55' 36" East	running by said land of Sam Savransky one hundred fifty-eight and seventy-eight hundredths (158.78) feet to a point; thence turning and running
Easterly	partly by said last mentioned land and partly by remaining land of the Boston and Maine Railroad on a curve to the right having a radius of two hundred thirty-six and thirty-four hundredths (236.34) feet, one hundred two and seventy-five hundredths (102.75) feet to a point; thence turning and running
South 21° 50' 30" West	by said remaining land of said Railroad thirteen and fifty-five hundredths (13.55) feet to a point at said land of Ginsburg Brothers, Inc.,
Thence turning and running Westerly	by said last mentioned land on three (3) courses as follows: on a curve to the left having a radius of two hundred twenty and forty-three hundredths (220.43) Feet, ninety-six and twenty-Four hundredths (96.24) feet,
North 86° 17' 30" West North 3° 42' 30" East	one hundred sixty-one and twelve hundredths (161.12) feet, and eleven and thirty-two hundredths (11.32) feet to the point of beginning,

Be all of said measurements more or less, said parcel containing about three thousand two hundred seventy (3,270) square feet and being shown upon plan marked "Land In Somerville, Mass. Boston and Maine Railroad-To-Sam Savransky J. F. Kerwin Engr. of Design December 1954" recorded with deed of Boston and Maine Railroad, dated January 30, 1956, which deed is recorded with the Middlesex South Registry of Deeds, in [Book 8669, Page 414](#).

The premises are conveyed subject to and with the benefit of all easements, restrictions, rights of way, takings, reservations, exceptions and covenants contained in all instruments of record, to the extent now in force and applicable, but not intending hereby to recreate or extend restrictions, reservations, exceptions and covenants previously terminated or expired.

PARCEL N – 520 Columbia Street
(Assessors ID: 96-A-31)

A certain parcel of land with all improvements thereon located in Somerville, Middlesex County, Massachusetts, and described as follows:

Beginning at the northeasterly intersection of Webster Avenue and Columbia Street;

Thence	N 13° 58' 26" W a distance of 117.71' to a point;
Thence	N 76° 16' 58" E a distance of 107.62' to a point;
Thence	S 13° 04' 56" E a distance of 11.32' to a point;
Thence	N 76° 55' 04" E a distance of 161.12' to a point;
Thence	with a non-tangent curve turning to the right with an arc length of 96.40' , with a radius of 220.43' , with a chord bearing of N 89° 26' 47" E, with a chord length of 95.64' , to a point;
Thence	S 05° 06' 00" W a distance of 167.88' to a point;
Thence	N 89° 35' 00" W a distance of 95.32' to a point;
Thence	S 05° 06' 00" W a distance of 21.03' to a point;
Thence	S 05° 11' 35" W a distance of 1.51' to a point;

Thence N 84° 02' 26" W a distance of 220.20' to the point of beginning.

Being Parcel "B" on a "Plan of Land in Somerville surveyed for ZPF, LLC and 56 Webster Ave, LLC" dated February 29, 2012 by Design Consultants, Inc., recorded with the Middlesex County Southern District Registry of Deeds as Plan No. 130 of 2012.

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item b) Payment of the premiums, fees and charges for the policy.
- Item c) Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable.
- Item d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Deed from Current Owner of Record to proposed Insured Owner.
 - 2. Mortgage from proposed Insured Owner to proposed Insured Lender.
 - 3. Release, Termination, Discharge of the following matters which appear of public record:
 - a) Mortgage and Security Agreement from John R. Swansburg, Trustee of Webster Avenue Realty Trust in favor of Bank of New England, N.A. dated December 16, 1986 in the original principal amount of \$1,200,000.00 recorded in [Book 17674, Page 52](#), as affected by an Amendment to Mortgage and Security Agreement recorded in [Book 23829, Page 286](#), as further affected by an Assignment of Mortgage and Security Agreement and Collateral Assignment of Leases from Fleet National Bank as successor to Fleet Bank of Massachusetts as successor to Bank of New England, A.A. to Andrew R. Logie and John R. Swansburg, as tenants in common, recorded in [Book 30341, Page 352](#) as further affected by an Amendment to Mortgage and Security Agreement recorded in [Book 30341, Page 353](#). (Affects Parcel L)
 - b) Conditional Assignment from John R. Swansburg, Trustee of Webster Avenue Realty Trust in favor of Bank of New England, N.A. dated December 16, 1986 recorded with said Registry of Deeds in [Book 17674, Page 69](#) as affected by an Assignment of Mortgage and Security Agreement and Collateral Assignment of Leases from Fleet National Bank as successor to Fleet Bank of Massachusetts as successor to Bank of New England, A.A. to Andrew R. Logie and John R. Swansburg, as tenants in common, recorded in [Book 30341, Page 352](#). (Affects Parcel L)
 - c) Mortgage and Security Agreement and Financing Statement from 56 Webster Ave, LLC in favor of Cambridge Savings Bank dated March 2,

2012 in the original principal amount of \$4,800,000.00 recorded in [Book 58607, Page 177](#). As affected by a Subordination, Non-Disturbance and Attornment Agreement by and between 56 Webster Ave, LLC, Landlord, Royal Hospitality Services, Inc., Tenant, and Cambridge Savings Bank, Lender recorded in [Book 58607, Page 202](#). (Affects Parcel M)

- d) Collateral Assignment of Lessor's Interest in Leases, Rents and Profits from 56 Webster Ave, LLC in favor of Cambridge Savings Bank dated March 2, 2012 recorded in [Book 58607, Page 194](#). (Affects Parcel M)
- e) Mortgage from 56 Webster Ave, LLC in favor of Columbia Street Realty, LLC dated April, 2011 in the original principal amount of \$300,000.00 recorded with said Registry of Deeds in Book 56720, Page 339, as affected by Subordination and Intercreditor Agreement recorded in [Book 58607, Page 212](#). (Affects Parcel M)
- f) **PRIOR OWNER** Mortgage, Security Agreement and Financing Statement from Ginsburg Brothers, Inc. (prior owner) in favor of Boston Private Bank & Trust Company dated February 7, 2001 in the original principal amount of \$2,750,000.00 and \$1,875,000.00 recorded in [Book 32371, Page 394](#). (Affects Parcel N)
- g) **PRIOR OWNER** Collateral Assignment of Leases and Rents from Ginsburg Brothers, Inc. (prior owner) in favor of Boston Private Bank & Trust Company dated February 7, 2001 recorded in [Book 32371, Page 408](#). (Affects Parcel N)
- h) Mortgage and Security Agreement and Financing Statement from ZPF, LLC in favor of Cambridge Savings Bank dated March 2, 2012 in the original principal amount of \$4,800,000.00 recorded in [Book 58607, Page 143](#). (Affects Parcel N)
- i) Collateral Assignment of Lessor's Interest in Leases, Rents and Profits from ZPF, LLC in favor of Cambridge Savings Bank dated March 2, 2012 recorded in [Book 58607, Page 159](#). (Affects Parcel N)

- Item e) Satisfactory completion of a standard Mechanic Lien/Parties in Possession Affidavit and Indemnity Form alleging that any improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material, plus identification of parties in possession, including rent roll, if appropriate.
- Item f) Full on ground Title Insurance Survey and standard surveyor report which locates and defines all recorded exceptions noted in Schedule B, section 2 and reflecting issues which are satisfactory in the Company's sole discretion.
- Item g) The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured, or otherwise ascertaining details of the transaction.

Item h) Authority documents for all parties executing documents.

FOR TRUSTS:

- Trustee's(s') Certificate from the aforesaid Trustee(s) that certifies that the _____ Realty Trust is in full force and effect and has not been terminated, amended or revoked, that the beneficiaries of the Trust have consented to the transfer of title to the property to the proposed Insured Owner/granting of a mortgage on the property to the proposed Insured Lender and have authorized the Trustee(s) to deliver the deed/mortgage to the proposed Insured Owner/Lender and that none of the beneficiaries of the Trust are (i) a minor, (ii) a corporation, nonprofit, a limited or general partnership, a limited liability company, joint venture or business selling all or substantially all of its Massachusetts assets or classified as a corporation for federal income tax purposes, (iii) a partnership, (iv) a trust, or (v) a personal representative of an estate subject to estate tax liens, deceased or under any other legal disability.

FOR CORPORATIONS:

- Documents must be executed by the President or Vice President and the Treasurer or Assistant Treasurer of Corporation. Alternatively, corporate resolutions which authorize the signatories on the documents must be obtained and recorded, together with a Clerk's Certificate of incumbency.
- Certificate of Legal Existence from the Secretary of State evidencing the legal existence of Corporation.
- If the proposed conveyance is all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts, a corporate excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.
- If Corporation owns other assets in Massachusetts at the time of the conveyance, the following paragraph should be included in the deed in lieu of obtaining a corporate excise tax waiver:

"This conveyance is not a conveyance of all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts."

- If the proposed conveyance is a conveyance of all of the assets of the corporation, shareholders' resolutions authorizing the conveyance must be obtained.

FOR NON-PROFIT CORPORATIONS:

- Evidence of compliance with M.G.L. Chapter 180, § 8A regarding approval of proposed sale by stockholders and approval by the Massachusetts Attorney General.

FOR LIMITED PARTNERSHIPS:

- Long Form Certificate of Legal Existence from the Massachusetts Secretary of State evidencing the identity of the present general partner(s) and continuing legal existence of the limited partnership as shown by the limited partnership agreement, or certificate thereof, as the same may be amended, filed in the Office of the Secretary of State, as applicable. Absent any provisions to the contrary in the Limited Partnership Agreement that require the consent of all partners (including the limited partners), all documents must be executed by all of the general partners of the limited partnership. In the case of corporate signatories, documents must be signed by the President OR the Vice President AND the Treasurer OR the Assistant Treasurer of the corporation. In the alternative, corporate resolutions which authorize the corporate signatories must be obtained and recorded together with an appropriate Clerk's Certificate of incumbency for the officers who act as signatories.
- Additionally, any deed conveying property by the limited partnership must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR LIMITED LIABILITY COMPANY:

- Certificate of Legal Existence for Limited Liability Company from the Secretary of State of the Commonwealth of Massachusetts which evidences the filing of said limited liability company with the State Secretary and which names the appropriate manager(s) or real estate signatory(ies). Any document must be executed by the appropriate manager(s) or real estate signatory(ies). If no manager or real estate signatory is designated, documents must be executed by all of the members of the limited liability company or satisfactory evidence must be submitted to the Company which establishes the authority for those individuals or entities signing the documents on behalf of the limited liability company.
- NOTE: The above requirement will apply for domestic limited liability companies and also for those foreign limited liability companies who have filed as such with the State Secretary.
- CAVEAT: If the manager or real estate signatory is another entity, such as a limited partnership or corporation, the usual and customary evidence of legal existence and authority for those entities should also be obtained.

- Additionally, any deed conveying property by the limited liability company must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR INDIVIDUALS:

- Deed must state the marital status of grantor and waive all homestead rights of grantor and any other persons entitled to homestead rights pursuant to M.G.L. c. 188 or a statement that the land is not homestead property of grantor and that there are no other persons residing in the land who are entitled to homestead protection.

NOTE: THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS ONCE THE TERMS OF THE TRANSACTION HAVE BEEN COMPLETELY DISCLOSED TO STEWART TITLE GUARANTY COMPANY.

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable.
7. **Parcel L – 50 Webster Street:**
 - i. Terms and Provisions of Massachusetts General Laws Ch. 40 § 54A (the property was either formerly used as a Railroad Right of Way, or abuts a Railroad Right of Way)
8. **Parcel M – 56 Webster Avenue:**
 - i. Reservations, Restrictions and Conditions set forth in Deeds from Boston and Maine Railroad recorded with said Registry of Deeds in [Book 8669, Page 414](#), [Book 8850, Page 289](#) and [Book 9600, Page 546](#), as affected by Release recorded with said Registry of Deeds in [Book 26979, Page 251](#).
 - ii. Subject to and with the benefit of the right to use driveway as set forth in Deed recorded with said Registry of Deeds in [Book 8850, Page 289](#).
 - iii. Easement Agreement dated April 11, 2011 by and between ZPF, LLC and 56 Webster Ave, LLC recorded with said Registry of Deeds in [Book 56720, Page 351](#), as affected by a Confirmatory Easement Agreement dated August 23, 2013 by and between ZPF, LLC and 56 Webster Ave, LLC recorded with said Registry of Deeds in [Book 62730, Page 391](#).
 - iv. Notice of Activity and Use Limitation dated March 31, 2011 and recorded with said Registry of Deeds in [Book 56686, Page 17](#) as affected by Confirmatory Notice of Activity and Use Limitation dated August 31, 2013 and recorded with said Registry of Deeds in [Book 62732, Page 534](#).

- v. Rights of unrecorded Lessee: Royal Hospitality Services Inc.

NOTE: Terms and Provisions of Massachusetts General Laws Ch. 40 § 54A (the property was either formerly used as a Railroad Right of Way, or abuts a Railroad Right of Way)

NOTE: While specifically excluded from coverage under the terms and provisions of the policy to be issued, the records at the Middlesex South Registry of Deeds reveal the existence of the following matters:

- a. Notice of Decision by the Board of Appeals of the City of Somerville recorded with said Registry of Deeds in [Book 53569, Page 459](#).

9. **Parcel N – 520 Columbia Street:**

- i. Reservations, Restrictions and Conditions set forth in Deed from Boston and Maine Railroad recorded with said Registry of Deeds in [Book 8448, Page 493](#).
- ii. Subject to and with the benefit of the right to use driveway as set forth in Deed from Boston and Maine Railroad recorded with said Registry of Deeds in [Book 8448, Page 493](#), shown on plan recorded with said Registry of Deeds as [Plan Number 647 of 1955 in Book 8448, Page 493](#)
- iii. Easement Agreement dated April 11, 2011 by and between ZPF, LLC and 56 Webster Ave, LLC recorded with said Registry of Deeds in [Book 56720, Page 351](#) as affected by Confirmatory Easement Agreement dated August 23, 2013 by and between ZPF, LLC and 56 Webster Ave, LLC recorded with said Registry of Deeds in [Book 62730, Page 391](#).
- iv. Activity and Use Limitation dated June 25, 2002 and recorded with said Registry of Deeds in [Book 35918, Page 346](#) as affected by Confirmatory Activity and Use Limitation dated August 31, 2013 and recorded with said Registry of Deeds in [Book 62732, Page 556](#).
- v. Activity and Use Limitation dated March 31, 2011 and recorded with said Registry of Deeds in [Book 56685, Page 42](#).

NOTE: Terms and Provisions of Massachusetts General Laws Ch. 40 § 54A (the property was either formerly used as a Railroad Right of Way, or abuts a Railroad Right of Way)

- vi. Terms and provisions as set forth in a Notice of Lease by and between Ginsburg Brothers, Incorporated, Landlord, and Royal Institutional Services, Tenant, dated October 15, 1990 and recorded with said Registry of Deeds in [Book 21043, Page 184](#) as affected by Notice of Lease Amendment recorded with said Registry of Deeds in [Book 36151, Page 156](#).
 - a. Collateral Assignment of Lease dated January 29, 1991 and recorded with said Registry of Deeds in [Book 21043, Page 188](#).
 - b. Subordination, Non-Disturbance and Attornment Agreement by and between ZPF, LLC, Landlord, Royal Hospitality Services, Inc., Tenant, and Cambridge Savings Bank, Lender recorded with said Registry of Deeds in [Book 58607, Page 166](#).

END OF SCHEDULE

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

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D4 PARCEL TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Joseph P. Sullivan

Authorized Countersignature

Stewart Title Guaranty Company

Company Name

Boston, Massachusetts

City, State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For more information, please contact:
Joseph P. Sullivan, Esq.
National Underwriting Counsel
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, Massachusetts 02108
Email: Joseph.Sullivan@stewart.com
Tel: 617-933-2425

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AMERICAN
LAND TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> > .



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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AMERICAN
LAND TITLE
ASSOCIATION



STEWART TITLE GUARANTY COMPANY
Commercial Services
One Washington Mall, Suite 1400
Boston, Massachusetts 02109
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: 14000032641 (D-4)

1. **Effective Date:** July 24, 2017
2.

<u>Policy or Policies to be issued:</u>	<u>Amount of Insurance</u>
(a) ALTA 2006 Loan Policy Proposed Insured: To Be Determined	\$ To be determined
(b) ALTA 2006 Owner Policy Proposed Insured: To Be Determined	\$ To be determined
3. **The Estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title hereto is at the effective date hereof vested in:**

Parcel T – 41 & 45 Webster Street:

Stephen R. Wyner, Successor Trustee of the Webster-Newton-Concord Realty Trust, under Declaration of Trust dated December 5, 1986 and recorded in [Book 17821, Page 3](#), by virtue of a Deed from Edith Wyner dated December 31, 19856 and recorded in [Book 17821, Page 1](#), as affected by Certificate of Appointment of Successor Trustee recorded with said Registry of Deeds in [Book 25564, Page 360](#), as affected by Certificate of Acceptance of Trustee recorded in [Book 25564, Page 361](#), and as further affected by Certificate of Resignation of Trustee recorded with in [Book 25564, Page 362](#).

Parcel U – 47 Webster Street:

Aliki Pishev dated December 21, 2015 and recorded with said Registry of Deeds in [Book 66582, Page 94](#).

Parcel W – 70 Prospect Street:

70 Prospect Street, LLC, a Massachusetts limited liability company, by virtue of a Deed from Laurel A. Shuman, Trustee of Emily Trust dated December 12, 2012 and recorded with said Registry of Deeds in [Book 60821, Page 516](#).

Parcel X – 48 Webster Street:

Michael Raposa, by virtue of a Deed from Fernando M. Correia dated January 12, 1994 and recorded with said Registry of Deeds in [Book 24169, Page 386](#), as affected by Deeds recorded with said Registry of Deeds in [Book 35970, Page 78](#) and [80](#) pursuant to Judgment recorded with said Registry of Deeds in [Book 35970, Page 74](#).

Parcel LL – 35 Prospect Street

Jefferson Thomas Scott, by virtue of a Deed from Charles M. Souza and Frank A. Souza dated August 15, 2011 and recorded with said Registry of Deeds in [Book 57297, Page 557](#).

4. **The land referred to in this commitment is described as set forth on the attached Exhibit A.**
NOTE: Hereinafter, “recorded” shall mean “recorded with the Middlesex County Southern District Registry of Deeds”.

UNLESS A SPECIFIC AMOUNT OF INSURANCE IS STATED ON THIS SCHEDULE A, OR SET FORTH IN AN ENDORSEMENT TO THIS COMMITMENT, THE LIABILITY OF THE COMPANY SHALL NOT EXCEED \$1,000.00.

THIS COMMITMENT IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY, AND THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TERMS OF ITS POLICY OR POLICIES.

Property Address: See list above
City/State: Somerville, MA
County: Middlesex South

STEWART TITLE GUARANTY COMPANY

Joseph P. Sullivan, Esq.
Underwriting Counsel
Direct Dial: 617-933-2425
Email: joseph.sullivan@stewart.com

EXHIBIT A

LEGAL DESCRIPTION

Commitment No. 14000032641

PARCEL T – 41 & 45 Webster Street

(Assessors ID: 82-E-15 & 16) & (Assessors ID: 82-E-17 & 19)

Two certain parcel of land with the buildings thereon, situated in Somerville, Middlesex County, and Commonwealth of Massachusetts, and now numberd 31-45 Webster Avenue, 46-50 West Newton Street and 7 Concord Avenue, respectively bounded and described as follows:

PARCEL 1:

The land shown as Lot A on Plan of Land in Somerville by Aspinwall and Lincoln, Civil Engineers, dated December 7, 1923 and recorded with Middlesex (South District) Registry of Deeds in Plan Book 331, Plan 42, bounded and desribed as follows:

- Easterly by Webster Ave., 102.35 feet;
- Southerly by Lot B, as shown on said plan , now or formerly of the Colonial Filling Stations, Inc., 82.45 feet;
- Easterly by said Lot B, 85.27 feet;
- Southerly by Concord Ave., 63 feet;
- Westerly by land now or formerly of Thoams and Hannah Laffin, 109.30 feet;
- Northerly by land now or formerly of the Boston & Maine Railroad, 38.12 feet;
- Westerly again on said last mentioned land, 12.32 feet;
- Northerly again on land now or formerly of Annie Wyman, 42 feet;
- Westerly by said Wyman land, 41.53 feet; and
- Northerly by land now or formerly of said Railroad, 75.88 feet.

Containing 15,667 square feet of land more or less.

PARCEL 2:

The land shown as parcel 3 on a Plan of land in Somerville by E. W. Chapman, Real Estate Eng'r., dated July 1923, and recorded with said Deeds at the [end of Book 4653](#).

Beginning at the point where the Westerly side of Webster Avenue and the Southeasterly side of West

Newton Street join, thence running

South 12 degrees 57' 30" East	by said Webster Avenue, 96.07 feet to lot A hereinabove described; thence turning and running
South 77 degrees 2' 30" West	by said Lot A, 75.88 feet to land now or formerly of Annie Wyman thence turning and running
North 21 degrees 41' West	by said last mentioned land 65.50 feet to said West Newton Street, thence turning and running
North 56 degrees 59' East	by said West Newton Street, 91.35 feet to the point of beginning.

Containing, according to said Plan 6578 square feet of land more or less.

PARCEL U – 47 Webster Street
(Assessors ID: 82-E-18)

The land with the buildings situated on the corner of Webster and Concord Avenue, in the City of Somerville, Middlesex County, Massachusetts, bound and described as follows:

EASTERLY	on Webster Avenue, twenty-four and ninety-three hundreds feet (24.43) by a straight line sixty-four and seventeen hundreds (64.17) feet by a convex curved line, and seven and forty-four hundreds feet (7.44) by concave curved line;
SOUTHERLY	by Concord Avenue, seventy-one and fifteen hundreds feet (71.15);
WESTERLY	by land of Kaplan, eighty-five and twenty-seven hundred feet (85.27);
NORTHERLY	on other land of Kaplan, eighty-two and forty-five hundreds feet (82.45);

Containing approximately 7,264 square feet of land more or less and shown as Lot B in Book of [Plans 331, Plan 42](#), and [Plan Book 370, Plan 33](#).

The address of said property is 47 Webster Street, Somerville, Massachusetts.

Parcel W –70 Prospect Street
(Assessors ID: 81-B-1)

The land in Somerville, Middlesex County, MA, consisting of four parcels and more particularly described as follows:

PARCEL 1:

Northeasterly	by Webster Avenue, one hundred sixteen feet (116.0’);
Northwesterly	by Prospect Street, two courses, fifteen feet (15.0’) and eighty feet (80.0’) respectively; and
Southwesterly	by land of other ninety-six feet (96.0’);

All or any of said measurements more or less. Together with all rights and privileges, and appurtenances thereunto belong, and all building and improvements thereon; subject, however, to all rights-of-way, easements, building lines, reservations, restrictions and encumbrances of record, to all zoning laws and ordinances, and to any state of facts and deficiencies in area an accurate survey would show.

PARCEL 2:

The land in Somerville, Middlesex County, MA, with the buildings thereon, being part of a lot marked “A” on a “Plan of Lots in Somerville belonging to the Estate of Ira Stratton,” made by Charles Elliott, Engineer, dated April 28, 1890 and recorded with Middlesex South District Deeds in Book of [Plan 63](#), [Plan 47](#), said parcel being bounded and described as follows:

Easterly	by Webster Avenue, 23.76 feet;
Southerly	by lot marked “C” on said plan, 48.73 feet;
Southwesterly	by lot marked “B” on said plan, 13 feet;
Northwesterly	by the remaining portion of said of said lot marked “A” 49.57 feet;
Northeasterly	by land of owners unknown, 34.69 feet.

Containing 1756.34 square feet of land, more or less.

PARCEL 3:

A certain parcel of land together with the buildings thereon, situated in Somerville, in the Count of Middlesex and Commonwealth of Massachusetts, being No. 72 Prospect and being part of Lot “A” on a plan entitled “Plan of Lots in Somerville belonging to the Estate of Ira Stratton,” made by Charles Elliott, Engineer, dated April 28, 1890 and recorded with Middlesex South District Deeds in [Book of Plan 63](#), [Plan 47](#), said parcel being bounded and described as follows:

Beginning at a point in the Easterly line of Prospect Street distant twenty-four and 78/100 (24.78) feet Northeasterly from the Northeasterly line of Lot “B” on said plan; thence

Northeasterly	by on said Prospect Street, twenty-four and 78/100 (24.78’) feet; thence
Southeasterly	by a fence as it formerly stood, sixty-two (62.0’) feet; thence
Southwesterly	twenty-four and 78/100 (24.78’) feet; thence
Northwesterly	sixty-two (62.0’) feet to said Prospect Street and the point of beginning.

Containing 1536.98 square feet of land.

Subject to and with the benefit of all restrictions, easements, rights and agreements of record, insofar as the same are now in force and applicable.

PARCEL 4:

A strip of land running between Webster Avenue and Prospect Street in said Somerville, measuring one and 35/100 (1.35) feet along said Prospect Street and one and 46/100(1.46) feet along said Webster Avenue, situated on the northeasterly side of Lot A as shown on a plan entitled “Plan of Lots in Somerville belonging to the Estate of Ira Stratton, Scale 40 ft = 1 in., April 28, 1890, Charles D. Elliot, Engineer & Surveyor” recorded with the Middlesex South District Registry of Deeds in [Plan Book 63, Plan 47](#), said strip of land being a portion of said Lo A, and abutting the so-called “O’Brien” parcel shown on said plan.

The property can further be described as a strip of land running between Parcel I and Parcels II and III, as described in the deed of John E. Saulnier to Laurel A. Shuman, Trustee of the Emily Trust, dated September 4, 1984, and recorded with said Deeds in Book 15815, Page 211.

PARCEL X – 48 Webster Street
(Assessors ID: 82-F-3)

The land with the buildings thereon situated in Somerville, County of Middlesex, Massachusetts, bounded and described as follows:

Beginning on the northwesterly side of Prospect Street and land of the Boston & Maine Railroad at a point N. 27° 03’ 20” E , 30.33 feet from Station 106 06.95 on the center line of location of the Boston/division of the Boston and Maine Railroad

- | | |
|--------|---|
| THENCE | running along Prospect Street, so-called S. 27° 03’ 20” W., 95.23 feet, |
| THENCE | turning with a curve to the right having a radius of 20 feet, 21.20 feet, |
| THENCE | running along Webster Avenue N. 13° 44’ 50” W., 138 75 feet; |
| THENCE | turning and running along remaining land of said Boston & Maine Railroad, |
| THENCE | S. 54° 29 06” E., 111.01 feet to the point of beginning. |

Be all the said measurements more or less, said parcel containing an area of about 5,976 square feet, and being shown upon a plan marked “Land in Somerville, Mass. Boston & Maine Railroad to Paul M. Haley, J T. Kerwin, Ass’t Chief Engr. Oct. 1960, recorded with Middlesex County Registry of Deeds, [Book 9794, Page 510](#).

The above described premises is subject to a Layout and Order of Taking by the state as shown on a

Commonwealth of Massachusetts Plan of Road in the City of Somerville, Middlesex County, dated February 11, 1981, recorded in the Middlesex South Registry of Deeds Feb. 26, 1981, [Book 14224, Page 180](#).

PARCEL NEW – 35 Prospect Street

(Assessor's Map 82-J-1)

The land with the buildings and improvements thereon lying, being and located at 35-37 Prospect Street, Somerville, Massachusetts, shown as Lots #1, 2 and 3 on a plan entitled "Plan of land in Somerville, Massachusetts, owned by J. Walker Sanborn" made by Charles J. Elliott, E & S, dated September 1, 1923, recorded with Middlesex South District Registry of Deeds, [Book 5537, Page 54](#), and bounded and described as follows:

SOUTHEASTERLY	by Prospect Street one hundred ninety-eight and 45/100 (198.45) feet;
SOUTHWESTERLY	by land formerly of Richard H. Sturtevant as shown on said plan ninety-three and 29/100 (93.29) feet;
NORTHERLY	by Newton Street two hundred nineteen and 71/100 (219.71) feet; and
EASTERLY	by curved line at junction of Prospect and Newton Streets fourteen and 40/100 (14.40) feet.

Containing 10,391 square feet of land, more or less.

Subject to easements, restrictions and reservations of record insofar as they are in force and applicable, including taking for slope easement in [Book 3506, Page 381](#) and shown on plan recorded with said Registry of Deeds in [Book 5537, Page 54](#).

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item b) Payment of the premiums, fees and charges for the policy.
- Item c) Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable.
- Item d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Deed from Current Owner of Record to proposed Insured Owner.
 - 2. Mortgage from proposed Insured Owner to proposed Insured Lender.
 - 3. Release, Termination, Discharge of the following matters which appear of public record:
 - a) **PRIOR OWNER** Mortgage from George Haras, Trustee of Concord Realty Trust in favor of Cambridge Savings Bank dated July 18, 2014 in the original principal amount of \$250,000.00 recorded in [Book 63937, Page 89](#). (Affects Parcel U)
 - b) **PRIOR OWNER** Assignment of Rents from George Haras, Trustee of Concord Realty Trust in favor of Cambridge Savings Bank dated July 18, 2014 recorded in [Book 63937, Page 105](#). (Affects Parcel U)
 - c) **PRIOR OWNER** Notice of Massachusetts Tax Lien by the Department of Revenue against “Tadesse Heye” in the amount of \$69,298.69 recorded in [Book 58823, Page 264](#). **NOTE:** Obtain and record a Release or an Affidavit of Non-Identity. (Affects Parcel U)
 - d) **PRIOR OWNER** Evidence of compliance with terms of Right of First Refusal as set forth in Notice of Lease recorded in [Book 49454, Page 231](#) (affects Parcel U).

- e) Intentionally deleted.
- f) Intentionally deleted.
- g) **PRIOR OWNER** Mortgage from Laurel A. Shuman, Trustee of Emily Trust (prior owner) in favor of Bank of New England, N.A. dated September 19, 1985 recorded with said Registry of Deeds in [Book 16475, Page 503](#). (Affects Parcel W)
- h) **PRIOR OWNER** Assignment of Leases and Rents from Laurel A. Shuman, Trustee of Emily Trust (prior owner) in favor of Bank of New England, N.A. dated September 19, 1985 recorded in [Book 16475, Page 509](#). (Affects Parcel W)
- i) Evidence of compliance with terms of Right of First Refusal as set forth in Notice of Lease recorded in [Book 19015, Page 213](#) (affects Parcel W).
- j) Mortgage from 70 Prospect Street, LLC in favor of MutualOne Bank dated January 26, 2016 in the original principal amount of \$6,975,000.00 recorded with said Registry of Deeds in [Book 66726, Page 299](#). (Affects Parcel W)
- k) Conditional Assignment of Leases and Rents from 70 Prospect Street, LLC in favor of MutualOne Bank dated January 26, 2016 and recorded with said Registry of Deeds in [Book 66726, Page 311](#). (Affects Parcel W)
- l) Intentionally deleted.
- m) Notice of Contract between “DG/Real Estate Development” and 70 Prospect Street, LLC, as Owner, and Highland Development, Inc., as Contractor, recorded with said Registry of Deeds in [Book 68405, Page 267](#), as affected by Statement of Account recorded with said Registry of Deeds in [Book 68751, Page 342](#), as further affected by a Complaint and Jury Demand by Highland Development, Inc., as Plaintiff, and 70 Prospect Street, LLC, as Defendant, in Superior Court Department Civil Action No. 17-0169, recorded with said Registry of Deeds in [Book 68784, Page 340](#). (Affects Parcel W)
- n) Notice of Contract between Trio Construction Inc., as Subcontractor, Highland Development, Inc., as Contractor, and 70

Prospect Street, LLC, as Owner, recorded with said Registry of Deeds in [Book 69043, Page 52](#), as affected by a Statement of Account recorded with said Registry of Deeds in [Book 69270, Page 98](#). **NOTE:** Notice of Contract and Statement of Account will both expire of record 120 days after the recording of said Statement of Account, on September 12, 2017. (Affects Parcel W)

- o) Notice of Contract between Highland Development, Inc., as Contractor, Commonwealth Scaffold, LLC, as Subcontractor, and 70 Prospect Street, LLC, as Owner, recorded with said Registry of Deeds in [Book 69359, Page 238](#), as affected by a Statement of Account recorded with said Registry of Deeds in [Book 69359, Page 240](#). **NOTE:** Notice of Contract and Statement of Account will both expire of record 120 days after the recording of said Statement of Account, on September 31, 2017. (Affects Parcel W)

- Item e) Satisfactory completion of a standard Mechanic Lien/Parties in Possession Affidavit and Indemnity Form alleging that any improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material, plus identification of parties in possession, including rent roll, if appropriate.
- Item f) Full on ground Title Insurance Survey and standard surveyor report which locates and defines all recorded exceptions noted in Schedule B, section 2 and reflecting issues which are satisfactory in the Company's sole discretion.
- Item g) The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured, or otherwise ascertaining details of the transaction.
- Item h) Authority documents for all parties executing documents.

FOR TRUSTS:

- Trustee's(s') Certificate from the aforesaid Trustee(s) that certifies that the _____ Realty Trust is in full force and effect and has not been terminated, amended or revoked, that the beneficiaries of the Trust have consented to the transfer of title to the property to the proposed Insured Owner/granting of a mortgage on the property to the proposed Insured Lender and have authorized the Trustee(s) to deliver the deed/mortgage to the proposed Insured Owner/Lender and that none of the beneficiaries of the Trust are (i) a minor, (ii) a corporation, nonprofit, a limited or general partnership, a limited liability company, joint venture or business selling all or substantially all of its Massachusetts assets or classified as a corporation for federal income tax purposes, (iii) a partnership, (iv)

a trust, or (v) a personal representative of an estate subject to estate tax liens, deceased or under any other legal disability.

FOR CORPORATIONS:

- Documents must be executed by the President or Vice President and the Treasurer or Assistant Treasurer of Corporation. Alternatively, corporate resolutions which authorize the signatories on the documents must be obtained and recorded, together with a Clerk's Certificate of incumbency.
- Certificate of Legal Existence from the Secretary of State evidencing the legal existence of Corporation.
- If the proposed conveyance is all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts, a corporate excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.
- If Corporation owns other assets in Massachusetts at the time of the conveyance, the following paragraph should be included in the deed in lieu of obtaining a corporate excise tax waiver:

"This conveyance is not a conveyance of all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts."

- If the proposed conveyance is a conveyance of all of the assets of the corporation, shareholders' resolutions authorizing the conveyance must be obtained.

FOR NON-PROFIT CORPORATIONS:

- Evidence of compliance with M.G.L. Chapter 180, § 8A regarding approval of proposed sale by stockholders and approval by the Massachusetts Attorney General.

FOR LIMITED PARTNERSHIPS:

- Long Form Certificate of Legal Existence from the Massachusetts Secretary of State evidencing the identity of the present general partner(s) and continuing legal existence of the limited partnership as shown by the limited partnership agreement, or certificate thereof, as the same may be amended, filed in the Office of the Secretary of State, as applicable. Absent any provisions to the contrary in the Limited Partnership Agreement that require the consent of all partners (including the limited partners), all documents must be executed by all of the general partners of the limited partnership. In the case of corporate signatories, documents must be signed by the President OR the Vice President AND the Treasurer OR the Assistant Treasurer of the corporation. In the alternative, corporate resolutions which authorize the corporate signatories must be obtained and recorded together with an appropriate Clerk's Certificate of incumbency for the officers who act as signatories.

- Additionally, any deed conveying property by the limited partnership must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR LIMITED LIABILITY COMPANY:

- Certificate of Legal Existence for Limited Liability Company from the Secretary of State of the Commonwealth of Massachusetts which evidences the filing of said limited liability company with the State Secretary and which names the appropriate manager(s) or real estate signatory(ies). Any document must be executed by the appropriate manager(s) or real estate signatory(ies). If no manager or real estate signatory is designated, documents must be executed by all of the members of the limited liability company or satisfactory evidence must be submitted to the Company which establishes the authority for those individuals or entities signing the documents on behalf of the limited liability company.
- NOTE: The above requirement will apply for domestic limited liability companies and also for those foreign limited liability companies who have filed as such with the State Secretary.
- CAVEAT: If the manager or real estate signatory is another entity, such as a limited partnership or corporation, the usual and customary evidence of legal existence and authority for those entities should also be obtained.
- Additionally, any deed conveying property by the limited liability company must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR INDIVIDUALS:

- Deed must state the marital status of grantor and waive all homestead rights of grantor and any other persons entitled to homestead rights pursuant to M.G.L. c. 188 or a statement that the land is not homestead property of grantor and that there are no other persons residing in the land who are entitled to homestead protection.

NOTE: THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS ONCE THE TERMS OF THE TRANSACTION HAVE BEEN COMPLETELY DISCLOSED TO STEWART TITLE GUARANTY COMPANY.

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable.
7. **Parcel T – 41 & 45 Webster Street:**
 - i. Building line shown on plans recorded with said Registry of Deeds in [Plan Book 331](#), [Plan 42](#) and [Plan Book 370, Plan 33](#)

NOTE: Terms and Provisions of Massachusetts General Laws Ch. 40 § 54A (the property was either formerly used as a Railroad Right of Way, or abuts a Railroad Right of Way)

8. **Parcel U – 47 Webster Street:**
 - i. Terms and Provisions as set forth in a Certification of Lease, with Right of First Refusal, dated May 15, 2007 and recorded with said Registry of Deeds in [Book 49454, Page 231](#), as affected by Judgment for money damages and possession Re: Branko Pishev, Concord Realty Trust, Plaintiff, against Tadesse Heye, Defendant, in Docket No. 200710SU000233 in the amount of \$26,139.99, recorded with said Registry of Deeds in [Book 50599, Page 519](#).
 - ii. Notice of Massachusetts Tax Lien by the Department of Revenue against “Tadesse Heye”

in the amount of \$69,298.69 recorded with said Registry of Deeds in [Book 58823, Page 264](#).

NOTE: Locus is described on two plans which are at odds with one another. The metes and bounds description describes the parcel on the later plan recorded in Plan Book 370, Plan 33. It appears from this plan that there was a taking for Webster Avenue; however we find no recorded taking. The later plan appears to control.

9. Parcel W – 70 Prospect Street:

- i. Notice of Lease, with Right of First Refusal, by and between Laurel A. Shuman, Trustee of Emily Trust, Lessor, and Action Leasing, Inc., Lessee, dated April 11, 1988 and recorded with said Registry of Deeds in [Book 19015, Page 213](#), as affected by Affidavit dated December 18, 2012 and recorded with said Registry of Deeds in [Book 60821, Page 51](#).
- ii. Notice of Contract between “DG/Real Estate Development” and 70 Prospect Street, LLC, as Owner, and Highland Development, Inc., as Contractor, recorded with said Registry of Deeds in [Book 68405, Page 267](#), as affected by Statement of Account recorded with said Registry of Deeds in [Book 68751, Page 342](#), as further affected by a Complaint and Jury Demand by Highland Development, Inc., as Plaintiff, and 70 Prospect Street, LLC, as Defendant, in Superior Court Department Civil Action No. 17-0169, recorded with said Registry of Deeds in [Book 68784, Page 340](#).
- iii. Notice of Contract between Trio Construction Inc., as Subcontractor, Highland Development, Inc., as Contractor, and 70 Prospect Street, LLC, as Owner, recorded with said Registry of Deeds in [Book 69043, Page 52](#), as affected by a Statement of Account recorded with said Registry of Deeds in [Book 69270, Page 98](#). **NOTE:** Notice of Contract and Statement of Account will both expire of record 120 days after the recording of said Statement of Account, on September 12, 2017.
- iv. Notice of Contract between Highland Development, Inc., as Contractor, Commonwealth Scaffold, LLC, as Subcontractor, and 70 Prospect Street, LLC, as Owner, recorded with said Registry of Deeds in [Book 69359, Page 238](#), as affected by a Statement of Account recorded with said Registry of Deeds in [Book 69359, Page 240](#). **NOTE:** Notice of Contract and Statement of Account will both expire of record 120 days after the recording of said Statement of Account, on September 31, 2017.

NOTE: While specifically excluded from coverage under the terms and provisions of the policy to be issued, the records at the Middlesex South Registry of Deeds reveal the existence of the following matters:

- a. Notice of Decision by the Zoning Board of Appeals of the City of Somerville recorded with said Registry of Deeds in [Book 62227, Page 493](#).
- b. Notice of Decision by the Planning Board of the City of Somerville recorded with said Registry of Deeds in [Book 62227, Page 500](#).

10. Parcel X – 48 Webster Street:

- i. Easement restrictions, conditions and easements set forth in Deed from Boston and Maine Railroad recorded with said Registry of Deeds in [Book 9794, Page 510](#).
- ii. Taking for the layout and relocation of Prospect Street and the Taking of an Easement for such purposes by the City of Somerville recorded with said Registry of Deeds in Book 14224, Page 180, shown on plan recorded with said Registry of Deeds as [Plan No. 197 of 1981](#).
- iii. Grant of Permanent Easement to the Massachusetts Water Resources Authority recorded with said Registry of Deeds in [Book 65224, Page 322](#).

NOTE: Terms and Provisions of Massachusetts General Laws Ch. 40 § 54A (the property was either formerly used as a Railroad Right of Way, or abuts a Railroad Right of Way).

11. Parcel NEW – 35 Prospect Street:

- i. Taking for Slope Easement by the City of Somerville recorded with said Registry of Deeds in [Book 3506, Page 381](#) and shown on Filed Plan 466.
- ii. Taking for the layout and relocation of Prospect Street and the Taking of an Easement for such purposes by the City of Somerville recorded with said Registry of Deeds in [Book 14224, Page 180](#).

END OF SCHEDULE

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

D5 PARCEL TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Joseph P. Sullivan

Authorized Countersignature

Stewart Title Guaranty Company

Company Name

Boston, Massachusetts

City, State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For more information, please contact:
Joseph P. Sullivan, Esq.
National Underwriting Counsel
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, Massachusetts 02108
Email: Joseph.Sullivan@stewart.com
Tel: 617-933-2425

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AMERICAN
LAND TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> > .



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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AMERICAN
LAND TITLE
ASSOCIATION



STEWART TITLE GUARANTY COMPANY
Commercial Services
One Washington Mall, Suite 1400
Boston, Massachusetts 02109
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: 14000032641 (D-5)

1. **Effective Date:** July 24, 2017
2.

<u>Policy or Policies to be issued:</u>	<u>Amount of Insurance</u>
(a) ALTA 2006 Loan Policy Proposed Insured: To Be Determined	\$ To be determined
(b) ALTA 2006 Owner Policy Proposed Insured: To Be Determined	\$ To be determined

3. **The Estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title hereto is at the effective date hereof vested in:**

Parcel S – 237 Washington Street:

Union Square Partners LLC, a Delaware limited liability company, by virtue of a Deed from United States Postal Service dated September 25, 2014 and recorded in [Book 64300, Page 451](#).

Parcel V – 223 Washington Street:

Monro Muffler Brake, Inc., a Delaware corporation, Successor by Merger to Brazos Automotive Properties Management Inc., Successor by Merger to Brazos Automotive Properties, L.P., a Delaware limited liability company, by virtue of a Deed from Bloor Automotive, Inc. formerly known as Speedy Muffler King, Inc. dated September 15, 1998 and recorded with said Registry of Deeds in [Book 29201, Page 463](#).

Parcel BB – 231 Washington Street:

Davidian Washington Street, LLC, a Massachusetts limited liability company, by virtue of a Deed from Marie T. Davidian, Trustee of James P. Davidian Family Trust, which Deed is dated December 19, 2007 and recorded with said Registry of Deeds in [Book 50569, Page 599](#).

4. **The land referred to in this commitment is described as set forth on the attached Exhibit A.**
NOTE: Hereinafter, “recorded” shall mean “recorded with the Middlesex County Southern District Registry of Deeds”.

UNLESS A SPECIFIC AMOUNT OF INSURANCE IS STATED ON THIS SCHEDULE A, OR SET FORTH IN AN ENDORSEMENT TO THIS COMMITMENT, THE LIABILITY OF THE COMPANY SHALL NOT EXCEED \$1,000.00.

THIS COMMITMENT IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY, AND THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TERMS OF ITS POLICY OR POLICIES.

Property Address: See list above
City/State: Somerville, MA
County: Middlesex South

STEWART TITLE GUARANTY COMPANY

Joseph P. Sullivan, Esq.
Underwriting Counsel
Direct Dial: 617-933-2425
Email: joseph.sullivan@stewart.com

EXHIBIT A

LEGAL DESCRIPTION

Commitment No. 14000032641

PARCEL S – 237 Washington Street
(Assessors ID: 81-E-8)

The following parcel of land with the buildings thereon, situated in Somerville, County of Middlesex, Commonwealth of Massachusetts, known, described as follows:

Beginning at a point being the intersection of the northerly side of Washington Street with the easterly side of Bonner Avenue; running thence in an

- Eastwardly direction along the northerly side of Washington Street a distance of one hundred thirteen and twenty-six hundredths (113.26) feet to a point; thence in a
- Northwardly direction a distance of two hundred five and six tenths (205.6) feet to a point; thence in a
- Westwardly direction a distance of one hundred twenty-two and sixty-seven hundredths (122.67) feet to a point in the easterly side of Bonner Avenue; thence along the
- Easterly side of Bonner Avenue in a southwardly direction a distance of two hundred six and six tenths (206.6) feet to the point or place of beginning;

As shown by Plot Plan entitled “Land Proposed to be acquired through Condemnation Proceedings as a Post Office Site at Somerville Mass.” dated October 12, 1934 and recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 5915, Page 284.

Subject to Historic District Protective Covenant as set forth in Deed dated September 25, 2014 and recorded with said Registry of Deeds in [Book 64300, Page 451](#).

PARCEL V – 223 Washington Street
(Assessors ID: 81-A-31 & 30)

The land in Somerville, Middlesex County, Massachusetts with improvements thereon bounded and described as follows:

- Southerly by Washington Street 147.26 feet;
- Westerly by Columbus Avenue 104.53 feet;
- Northerly by land now or formerly of Frank Racca 81.69 feet;
- Easterly by land of said Racca 6.57 feet;
- Northerly by land now or formerly of Salvatore Baudo 39.78 feet;

Easterly by land now or formerly of William Leathan 100.0 feet.

Said promises contain 13,484 square feet according to a plan for “Speedy Muffler King, by United Surveyors & Engineers, dated Sept. 14, 1978” recorded with said Registry of Deeds as Plan No. 1060 of 1978 in Book 13541, Page 317.

PARCEL BB –231 Washington Street
(Assessors ID: 81-E-7)

The premises known as 231 Washington Street, Somerville, Middlesex County, Massachusetts, further bounded and described as follows:

SOUTHERLY	by Washington Street, 101 feet, more or less;
EASTERLY	by Columbus Avenue, 85 feet, more or less;
NORTHERLY	by land now or formerly of Hurley, 92 feet, more or less; and
WESTERLY	by land now or formerly of United States of America, 90 feet, more or less.

Containing 8,209 square feet, more or less.

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item b) Payment of the premiums, fees and charges for the policy.
- Item c) Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable.
- Item d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Deed from Current Owner of Record to proposed Insured Owner.
 - 2. Mortgage from proposed Insured Owner to proposed Insured Lender.
 - 3. Release, Termination, Discharge of the following matters which appear of public record:

None.
- Item e) Satisfactory completion of a standard Mechanic Lien/Parties in Possession Affidavit and Indemnity Form alleging that any improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material, plus identification of parties in possession, including rent roll, if appropriate.
- Item f) Full on ground Title Insurance Survey and standard surveyor report which locates and defines all recorded exceptions noted in Schedule B, section 2 and reflecting issues which are satisfactory in the Company's sole discretion.
- Item g) The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured, or otherwise ascertaining details of the transaction.
- Item h) Authority documents for all parties executing documents.

FOR TRUSTS:

- Trustee's(s') Certificate from the aforesaid Trustee(s) that certifies that the _____ Realty Trust is in full force and effect and has not been terminated, amended or revoked, that the beneficiaries of the Trust have consented to the transfer of title to the property to the proposed Insured Owner/granting of a mortgage on the property to the proposed Insured Lender and have authorized the Trustee(s) to deliver the deed/mortgage to the proposed Insured Owner/Lender and that none of the beneficiaries of the Trust are (i) a minor, (ii) a corporation,

nonprofit, a limited or general partnership, a limited liability company, joint venture or business selling all or substantially all of its Massachusetts assets or classified as a corporation for federal income tax purposes, (iii) a partnership, (iv) a trust, or (v) a personal representative of an estate subject to estate tax liens, deceased or under any other legal disability.

FOR CORPORATIONS:

- Documents must be executed by the President or Vice President and the Treasurer or Assistant Treasurer of Corporation. Alternatively, corporate resolutions which authorize the signatories on the documents must be obtained and recorded, together with a Clerk's Certificate of incumbency.
- Certificate of Legal Existence from the Secretary of State evidencing the legal existence of Corporation.
- If the proposed conveyance is all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts, a corporate excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.
- If Corporation owns other assets in Massachusetts at the time of the conveyance, the following paragraph should be included in the deed in lieu of obtaining a corporate excise tax waiver:

"This conveyance is not a conveyance of all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts."

- If the proposed conveyance is a conveyance of all of the assets of the corporation, shareholders' resolutions authorizing the conveyance must be obtained.

FOR NON-PROFIT CORPORATIONS:

- Evidence of compliance with M.G.L. Chapter 180, § 8A regarding approval of proposed sale by stockholders and approval by the Massachusetts Attorney General.

FOR LIMITED PARTNERSHIPS:

- Long Form Certificate of Legal Existence from the Massachusetts Secretary of State evidencing the identity of the present general partner(s) and continuing legal existence of the limited partnership as shown by the limited partnership agreement, or certificate thereof, as the same may be amended, filed in the Office of the Secretary of State, as applicable. Absent any provisions to the contrary in the Limited Partnership Agreement that require the consent of all partners (including the limited partners), all documents must be executed by all of the general partners of the limited partnership. In the case of corporate signatories, documents must be signed by the President OR the Vice President AND the Treasurer OR the Assistant Treasurer of the corporation. In the alternative, corporate resolutions which authorize the corporate signatories must be obtained

and recorded together with an appropriate Clerk's Certificate of incumbency for the officers who act as signatories.

- Additionally, any deed conveying property by the limited partnership must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR LIMITED LIABILITY COMPANY:

- Certificate of Legal Existence for Limited Liability Company from the Secretary of State of the Commonwealth of Massachusetts which evidences the filing of said limited liability company with the State Secretary and which names the appropriate manager(s) or real estate signatory(ies). Any document must be executed by the appropriate manager(s) or real estate signatory(ies). If no manager or real estate signatory is designated, documents must be executed by all of the members of the limited liability company or satisfactory evidence must be submitted to the Company which establishes the authority for those individuals or entities signing the documents on behalf of the limited liability company.
- NOTE: The above requirement will apply for domestic limited liability companies and also for those foreign limited liability companies who have filed as such with the State Secretary.
- CAVEAT: If the manager or real estate signatory is another entity, such as a limited partnership or corporation, the usual and customary evidence of legal existence and authority for those entities should also be obtained.
- Additionally, any deed conveying property by the limited liability company must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR INDIVIDUALS:

- Deed must state the marital status of grantor and waive all homestead rights of grantor and any other persons entitled to homestead rights pursuant to M.G.L. c. 188 or a statement that the land is not homestead property of grantor and that there are no other persons residing in the land who are entitled to homestead protection.

NOTE: THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS ONCE THE TERMS OF THE TRANSACTION HAVE BEEN COMPLETELY DISCLOSED TO STEWART TITLE GUARANTY COMPANY.

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable.
7. **Parcel S – 237 Washington Street:**
 - i. Subject to Historic District Protective Covenant as set forth in Deed dated September 25, 2014 and recorded with said Registry of Deeds in [Book 64300, Page 451](#).

NOTE: While specifically excluded from coverage under the terms and provisions of the policy to be issued, the records at the Middlesex South Registry of Deeds reveal the existence of the following matters:

- a. Ordinance adopted for Historic District by the Board of Aldermen of the City of Somerville recorded with said Registry of Deeds in [Book 62249, Page 393](#).
8. **Parcel V – 223 Washington Street:**
 - i. Taking for the layout of Windham Road, now Columbia Street, as public way by the City of Somerville recorded with said Registry of Deeds in [Deeds in Book 3003, Page 90](#), shown on plan recorded with said Registry of Deeds in [Plan Book 139, Plan 41](#).
9. **Parcel BB – 231 Washington Street:** NONE

END OF SCHEDULE

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

D6 PARCEL TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Joseph P. Sullivan

Authorized Countersignature

Stewart Title Guaranty Company

Company Name

Boston, Massachusetts

City, State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For more information, please contact:
Joseph P. Sullivan, Esq.
National Underwriting Counsel
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, Massachusetts 02108
Email: Joseph.Sullivan@stewart.com
Tel: 617-933-2425

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AMERICAN
LAND TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> > .



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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STEWART TITLE GUARANTY COMPANY
Commercial Services
One Washington Mall, Suite 1400
Boston, Massachusetts 02109
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: 14000032641 (D-6)

1. **Effective Date:** July 24, 2016
2.

<u>Policy or Policies to be issued:</u>	<u>Amount of Insurance</u>
(a) ALTA 2006 Loan Policy Proposed Insured: To Be Determined	\$ To be determined
(b) ALTA 2006 Owner Policy Proposed Insured: To Be Determined	\$ To be determined
3. **The Estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title hereto is at the effective date hereof vested in:**

Parcel P – 9 Union Square:

Union 2 Associates, LLC, a Massachusetts limited liability company, by virtue of a Deed from Ellen DiFonzo dated December 19, 2013 and recorded in [Book 63105, Page 492](#).

Parcel Q – 290 Somerville Avenue:

Fabrizio Realty Corp., a Massachusetts corporation, by virtue of a Deed from Tilo Company, Inc. dated October 3, 1973 and recorded in [Book 12535, Page 213](#).

Parcel Y – 2 Union Square:

Union 2 Associates, LLC, a Massachusetts limited liability company, by virtue of a Deed from Carlo Maugini-Hansen and Gerardo I. Fabrizio also known as Gerardo I. Fabrizio dated November 15, 2013 and recorded with said Registry of Deeds in [Book 62935, Page 195](#).

Parcel Z – 298 Somerville Avenue:

Union 2 Associates, LLC, a Massachusetts limited liability company, by virtue of a Deed from One Union Square, LLC dated April 17, 2014 and recorded with said Registry of Deeds in [Book 63528, Page 296](#).

Parcel AA –286 Somerville Avenue:

D’Alelio Family, LLC, a Delaware limited liability company, by virtue of a Deed from Helen D’Alelio and Ralph D’Alelio dated September 15, 2004 and recorded with said Registry of Deeds in [Book 43760, Page 250](#).

4. **The land referred to in this commitment is described as set forth on the attached Exhibit A.**
NOTE: Hereinafter, “recorded” shall mean “recorded with the Middlesex County Southern District Registry of Deeds”.

UNLESS A SPECIFIC AMOUNT OF INSURANCE IS STATED ON THIS SCHEDULE A, OR SET FORTH IN AN ENDORSEMENT TO THIS COMMITMENT, THE LIABILITY OF THE COMPANY SHALL NOT EXCEED \$1,000.00.

THIS COMMITMENT IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY, AND THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TERMS OF ITS POLICY OR POLICIES.

Property Address: See list above
City/State: Somerville, MA
County: Middlesex South

STEWART TITLE GUARANTY COMPANY

Joseph P. Sullivan, Esq.
Underwriting Counsel
Direct Dial: 617-933-2425
Email: joseph.sullivan@stewart.com

EXHIBIT A

LEGAL DESCRIPTION

Commitment No. 14000032641

PARCEL P – 9 Union Square
(Assessors ID: 82-C-4&5)

Two certain parcels of land, situated at Union Square, Somerville, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Parcel 1:

A certain parcel of land, situated in said Somerville, with the buildings thereon, being shown as Lot B on a certain plan of land entitled, "Subdivision Plan of Land in Somerville, Mass.," made by Fred W. Gould, Surveyor, dated April 12, 1990, and recorded in the Registry of Deeds for the Southern District of said Middlesex County as [Plan No. 600 of 1980, in Book 13974, Page 469](#), reference to which plan is hereby made for a more particular description, said parcel being more particularly bounded and described as follows:

SOUTHEASTERLY	by Somerville Avenue, forty (40) feet;
SOUTHWESTERLY	by Lot A, as shown on said plan, one hundred twenty and sixty-nine hundredths (120.69) feet;
WESTERLY	by a line running through the center of a creek, fifty-one and thirty-five hundredths (51.35) feet;
NORTHEASTERLY	by Parcel 2 hereof, one hundred fifty-two and sixty-seven hundredths (152.67) feet.

Containing 5,467 square feet, more or less, according to said plan.

Parcel 2:

A certain parcel of land, situated in said Somerville, adjoining the Westerly side of the first parcel hereinbefore described, being more particularly bounded and described as follows:

NORTHERLY	by Somerville Avenue, one hundred twenty (120) feet;
WESTERLY	by land now or formerly of Sanborn and Davis by two lines, the first line, one hundred twenty-one (121) feet and the second line eighty-three and seventy hundredths (83.70) feet to the middle of a creek, as shown on a plan by C. D. Elliot dated October 4, 1861, recorded in said Registry in Book of Plans 10, Plan 15;
SOUTHERLY	by land through the center of a creek, as shown on said plan, sixty and fifty-nine hundredths (60.59) feet; and
EASTERLY	by land now or formerly of Robert Vinal, one hundred fifty-two (152) feet.

Containing 16,000 square feet, more or less, according to said plan.

PARCEL Q – 290 Somerville Ave.

(Assessors ID: 82-C-8)

All that certain piece and parcel of land situated in said Somerville, Middlesex County, Massachusetts, together with the buildings thereon, and commencing at the Southwesterly corner of Prospect Street and Somerville Avenue (formerly Milk Street) thence running

Southwesterly	on Prospect Street eighty-two (82) feet; thence turning and running
Southwesterly	but more Westerly along Newton Street (formerly Brick Yard Lane) ninety-six (96) feet, nine (9) inches to Everett Street; then turning and running in a
Northwesterly	direction along said Everett Street sixty-eight (68) feet, eleven (11) inches to land now or formerly of G. W. Daniels; thence turning and running
Northeasterly	along said land of said Daniels eighty-five (85) feet, to the middle of what was a creek or water course; thence turning and running
Northwesterly	along said middle of said creek twelve (12) feet, ten (10) inches, to lot three (3) on plan hereinafter referred to; thence turning and running
Northeasterly	along said lot three (3) ninety (90) feet, eight (8) inches to Somerville Avenue; thence turning and running
Southeasterly	along said Somerville Avenue one hundred twenty-eight (128) feet to the point of beginning.

Being known as Lots 4, 5, 6, and part of 7, as shown on a Plan of Lots in Somerville owned by Robert Vinal, Esquire, W. A. Mason, Surveyor, July 1852, and recorded in Middlesex South District Deeds, [Plan Book 9, plan 59.](#)

EXCEPTING THEREFROM, however, the following described portion of the above premises, which has previously been conveyed by Tilo Roofing Company, Inc. to Thomas F. Bennett and Daniel C. Bennett by Quitclaim Deed dated February 4, 1941 and recorded in said Registry of Deeds in [Book 6468, Page 388](#), said excepted piece being bounded and described as follows:

Commencing at the southwesterly corner of Prospect Street and Somerville Avenue, running thence

Southwesterly	on Prospect Street eighty-two (82) feet, more or less; thence running
Southwesterly	but more westerly, on Newton Street ninety-six (96) feet nine (9) inches, more or less, to Everett Street, thence running
Northwesterly	on Everett Street, forty-three (43) feet, more or less, to a steel fence bounding other land of Tilo Roofing Company, Inc.; thence
Northeasterly	along said fence and along building of said Tilo Roofing Company, Inc., eighty-three (83) feet, more or less, to a point; thence
Northeasterly	but more easterly, along said building eighty-eight (88) feet, more or less, to Somerville Avenue; thence
Southeasterly	on Somerville Avenue ninety (90) feet, more or less, to the point of beginning.

PARCEL Y – 2 Union Square

(Assessors ID: 82-C-6)

A certain parcel of land situated in said Somerville, Middlesex County, Massachusetts, and being shown as Lot A on a plan entitled "Subdivision Plan of Land in Somerville, Mass." Dated April 12, 1980 and recorded in [Book 13974, Page 469, as Plan No. 600 of 1980](#).

Containing 15,599 square feet, according to said plan.

Said Lot A is a portion of Lot numbered 1 and a portion of Lot numbered 2 on a plan of land entitled "Plan of Lots in Somerville owned by Robert Vinal, Esq." W.A. Mason, Surveyor, dated July, 1852 and recorded with the Registry of Deeds for Southern Middlesex County in [Book of Plans 9B, Plan Number 59](#).

PARCEL Z -298 Somerville Avenue

(Assessors ID: 82-C-7, 11 & 12)

A certain parcel of land with the buildings and structures now or hereafter standing or placed therein, situated in Somerville, in the County of Middlesex, and Commonwealth of Massachusetts, being bounded and described as follows:

NORTHERLY	by Somerville Avenue, 64 feet;
EASTERLY	by land of owners unknown, 90.67 feet;

NORTHERLY	again, by land of owners unknown, 15.84 feet;
EASTERLY	again, by land of owners unknown, 85 feet;
SOUTHERLY	by Everett Street, 80 feet;
WESTERLY	by land of owners unknown, 85 feet;
NORTHWESTERLY	by land of owners unknown, 2 feet; and
WESTERLY	again, by land of owners unknown, 95 feet.

Being Lot 3 and part of Lot 7 and the whole of Lot 8 on plan of Lots in Somerville owned by Robert Vinal, W.A. Mason, Surveyor, recorded with the Middlesex South District Deeds, [Plan Book 9, Plan 59](#).

Said premises are conveyed subject to restrictions of record so far as the same are now in force and applicable, however not intending to revive any of the same hereby. Said premises are also known as One Union Square, Somerville, Massachusetts.

PARCEL AA - 286 Somerville Avenue
(Assessor 82-C-10)

A certain parcel of land together with the buildings thereon, at the corner of Somerville Avenue and Prospect Street in said Somerville, Middlesex County, Massachusetts, being shown on a plan entitled "Plan of Land in Somerville, Mass. by Somerville Engineering Services, Inc.", dated Feb. 1968, recorded as [Plan Number 162 of](#) 1968 recorded with Middlesex South Registry of Deeds on February 29, 1968 with a deed recorded in [Book 11472, Page 731](#) and being bounded and described according to said plan as follows:

NORTHEASTERLY	by Somerville Avenue, eight-nine (89) feet, more or less;
SOUTHEASTERLY	by Prospect Street, eighty-two (82) feet, more or less, and by Newton Street, ninety-six and seven tenths (96.7) feet, more or less;
SOUTHERLY	by Everett Street, forty-three (43) feet, more or less;
WESTERLY	by land marked "Tilo Mfg. Co.", eighty-three (83) feet, more or less; and
NORTHWESTERLY	by said Tilo land, eight-eight (88) feet, more or less.

Containing 13,394 square feet, more or less, according to said plan.

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item b) Payment of the premiums, fees and charges for the policy.
- Item c) Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable.
- Item d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Deed from Current Owner of Record to proposed Insured Owner.
 - 2. Mortgage from proposed Insured Owner to proposed Insured Lender.
 - 3. Release, Termination, Discharge of the following matters which appear of public record:
 - a) **PRIOR OWNER** Mortgage from Ellen F. DiFonzo also known as Ellen S. DiFonzo (prior owner) in favor of Yan Q. Chin dated September 14, 2007 in the original principal amount of \$250,000.00 recorded in [Book 50102, Page 128](#), as affected by an assignment of Mortgage from Yan Q. Chin to Middlesex Federal Savings, F.A. recorded in [Book 62702, Page 228](#). (Affects Parcel P)
 - b) **PRIOR OWNER** Mortgage from Ellen F. DiFonzo also known as Ellen S. DiFonzo (prior owner) in favor of Yan Q. Chin dated June 10, 2010 in the original principal amount of \$250,000.00 recorded in [Book 54806, Page 30](#), as affected by an assignment of Mortgage from Yan Q. Chin to Middlesex Federal Savings, F.A. recorded in [Book 62702, Page 228](#). (Affects Parcel P)
 - c) **PRIOR OWNER** Commercial Real Estate Mortgage from Ellen F. DiFonzo also known as Ellen S. DiFonzo (prior owner) in favor of Yan Q. Chin dated September 27, 2013 in the original principal amount of \$400,000.00 recorded in [Book 62702, Page 230](#), as affected by an assignment of Mortgage from Yan Q. Chin to Middlesex Federal Savings, F.A. recorded in [Book 62702, Page 259](#). (Affects Parcel P)
 - d) **PRIOR OWNER** Conditional Assignment of Leases and Rents from Ellen F. DiFonzo also known as Ellen S. DiFonzo (prior owner) in favor

of Yan Q. Chin dated September 27, recorded with said Registry of Deeds in [Book 62702, Page 246](#), as affected by an assignment of Mortgage from Yan Q. Chin to Middlesex Federal Savings, F.A. recorded in [Book 62702, Page 259](#). (Affects Parcel P)

- e) **Lis Pendens Re:** Stellios Vavlitis and Peter Archangelidis, Plaintiffs and Defendants-in-Counterclaim against Fleet bank, N.A. and Winter Hill Savings Bank, trustee Defendants, Ellen F. DiFonzo, Plaintiff and Defendant-in-Counterclaim, and Anthony DiFonzo, Defendant/Gemicar, Inc., Plaintiff-in-Intervention, against Stellios Vavlitis, Peter Archangelidis, and Ellen F. DiFonzo, Defendants-in-Intervention, in Civil Action Number 01-1239H, recorded with said Registry of Deeds in [Book 41491, Page 43](#), as affected by Voluntary Dissolution recorded with said Registry of Deeds in [Book 62728, Page 560](#). **NOTE:** Obtain and record a copy of Clerk's Certificate of Final Judgment and Non-Appeal, or Clerk's Certificate of Final Judgment and certified copy of the Docket. (Affects Parcel P)
- f) Instrument of Taking for taxes by the City of Somerville in the amount of \$299.50, dated December 17, 1962 and recorded in [Book 14830, Page 121](#). **NOTE:** Obtain and record Certificate of Redemption. (Affects Parcel Y)
- g) Mortgage and Security Agreement from Helen D'Alelio and Ralph D'Alelio (prior owners) in favor of Dunkin' Donuts Incorporated dated February 22, 1991 in the original principal amount of \$525,000.00 recorded in [Book 21019, Page 490](#), as affected by an Assignment and Amendment of Mortgage and Security Agreement recorded in [Book 21828, Page 127](#). (Affects Parcel AA)
- h) **(PRIOR OWNER)** Mortgage and Security Agreement from Helen D'Alelio and Ralph D'Alelio in favor of Saugus Bank and Trust Company dated May 26, 1994 in the original principal amount of \$450,000.00 recorded in [Book 24570, Page 410](#). (Affects Parcel AA)
- i) Evidence of compliance with Lease Option set forth in instrument recorded in [Book 21019, Page 515](#). (Affects Parcel AA)

Item e) Satisfactory completion of a standard Mechanic Lien/Parties in Possession Affidavit and Indemnity Form alleging that any improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material, plus identification of parties in possession, including rent roll, if appropriate.

Item f) Full on ground Title Insurance Survey and standard surveyor report which locates and

defines all recorded exceptions noted in Schedule B, section 2 and reflecting issues which are satisfactory in the Company's sole discretion.

Item g) The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured, or otherwise ascertaining details of the transaction.

Item h) Authority documents for all parties executing documents.

FOR TRUSTS:

- Trustee's(s') Certificate from the aforesaid Trustee(s) that certifies that the _____ Realty Trust is in full force and effect and has not been terminated, amended or revoked, that the beneficiaries of the Trust have consented to the transfer of title to the property to the proposed Insured Owner/granting of a mortgage on the property to the proposed Insured Lender and have authorized the Trustee(s) to deliver the deed/mortgage to the proposed Insured Owner/Lender and that none of the beneficiaries of the Trust are (i) a minor, (ii) a corporation, nonprofit, a limited or general partnership, a limited liability company, joint venture or business selling all or substantially all of its Massachusetts assets or classified as a corporation for federal income tax purposes, (iii) a partnership, (iv) a trust, or (v) a personal representative of an estate subject to estate tax liens, deceased or under any other legal disability.

FOR CORPORATIONS:

- Documents must be executed by the President or Vice President and the Treasurer or Assistant Treasurer of Corporation. Alternatively, corporate resolutions which authorize the signatories on the documents must be obtained and recorded, together with a Clerk's Certificate of incumbency.
- Certificate of Legal Existence from the Secretary of State evidencing the legal existence of Corporation.
- If the proposed conveyance is all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts, a corporate excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.
- If Corporation owns other assets in Massachusetts at the time of the conveyance, the following paragraph should be included in the deed in lieu of obtaining a corporate excise tax waiver:

"This conveyance is not a conveyance of all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts."

- If the proposed conveyance is a conveyance of all of the assets of the corporation, shareholders' resolutions authorizing the conveyance must be obtained.

FOR NON-PROFIT CORPORATIONS:

- Evidence of compliance with M.G.L. Chapter 180, § 8A regarding approval of proposed sale by stockholders and approval by the Massachusetts Attorney General.

FOR LIMITED PARTNERSHIPS:

- Long Form Certificate of Legal Existence from the Massachusetts Secretary of State evidencing the identity of the present general partner(s) and continuing legal existence of the limited partnership as shown by the limited partnership agreement, or certificate thereof, as the same may be amended, filed in the Office of the Secretary of State, as applicable. Absent any provisions to the contrary in the Limited Partnership Agreement that require the consent of all partners (including the limited partners), all documents must be executed by all of the general partners of the limited partnership. In the case of corporate signatories, documents must be signed by the President OR the Vice President AND the Treasurer OR the Assistant Treasurer of the corporation. In the alternative, corporate resolutions which authorize the corporate signatories must be obtained and recorded together with an appropriate Clerk's Certificate of incumbency for the officers who act as signatories.
- Additionally, any deed conveying property by the limited partnership must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR LIMITED LIABILITY COMPANY:

- Certificate of Legal Existence for Limited Liability Company from the Secretary of State of the Commonwealth of Massachusetts which evidences the filing of said limited liability company with the State Secretary and which names the appropriate manager(s) or real estate signatory(ies). Any document must be executed by the appropriate manager(s) or real estate signatory(ies). If no manager or real estate signatory is designated, documents must be executed by all of the members of the limited liability company or satisfactory evidence must be submitted to the Company which establishes the authority for those individuals or entities signing the documents on behalf of the limited liability company.

- NOTE: The above requirement will apply for domestic limited liability companies and also for those foreign limited liability companies who have filed as such with the State Secretary.
- CAVEAT: If the manager or real estate signatory is another entity, such as a limited partnership or corporation, the usual and customary evidence of legal existence and authority for those entities should also be obtained.
- Additionally, any deed conveying property by the limited liability company must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR INDIVIDUALS:

- Deed must state the marital status of grantor and waive all homestead rights of grantor and any other persons entitled to homestead rights pursuant to M.G.L. c. 188 or a statement that the land is not homestead property of grantor and that there are no other persons residing in the land who are entitled to homestead protection.

NOTE: THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS ONCE THE TERMS OF THE TRANSACTION HAVE BEEN COMPLETELY DISCLOSED TO STEWART TITLE GUARANTY COMPANY.

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable.
7. **Parcel P – 9 Union Square:**
 - i. Rights in creek as suggested by description in Deed dated December 19, 2013 and recorded with said Registry of Deeds in [Book 63105, Page 492](#), and shown on plan recorded with said Registry of Deeds in [Plan Book 10, Plan 15](#).
 - ii. Lis Pendens Re: Stellios Vavlitis and Peter Archangelidis, Plaintiffs and Defendants-in-Counterclaim against Fleetbank, N.A. and Winter Hill Savings Bank, trustee Defendants, Ellen F. DiFonzo, Plaintiff and Defendant-in-Counterclaim, and Anthony DiFonzo, Defendant/Gemicar, Inc., Plaintiff-in-Intervention, against Stellios Vavlitis, Peter Archangelidis, and Ellen F. DiFonzo, Defendants-in-Intervention, in Civil Action Number 01-1239H, recorded with said Registry of Deeds in [Book 41491, Page 43](#), as affected by Voluntary Dissolution recorded with said Registry of Deeds in [Book 62728, Page 560](#).

NOTE: While specifically excluded from coverage under the terms and provisions of the policy to be issued, the records at the Middlesex South Registry of Deeds reveal the existence of the following matters:

- a. Notice of Decision by the Board of Appeals of the City of Somerville recorded with said Registry of Deeds in [Book 19795, Page 230](#).
8. **Parcel Q – 290 Somerville Avenue:**
- i. Flowage and rights in the creek as set forth in Deed from Tilo Company, Inc. to Fabrizio

Realty Corp. recorded with said Registry of Deeds in [Book 12535, Page 213](#), shown on plan recorded with said Registry of Deeds in [Plan Book 9B, Plan 59](#).

- ii. Rights of unrecorded Lessee, Ebi Sushi Bar

NOTE: While specifically excluded from coverage under the terms and provisions of the policy to be issued, the records at the Middlesex South Registry of Deeds reveal the existence of the following matters:

- a. Notice of Decision by the Board of Appeals of the City of Somerville recorded with said Registry of Deeds in [Book 61978, Page 148](#).

9. Parcel Y – 2 Union Square:

- i. Instrument of Taking for taxes by the City of Somerville in the amount of \$299.50, dated December 17, 1962 and recorded with said Registry of Deeds in [Book 14830, Page 121](#).
- ii. Flowage and rights in the creek as suggested by description in Deed recorded with said Registry of Deeds in [Book 10195, Page 220](#), shown on plan recorded with said Registry of Deeds in [Plan Book 9B, Plan 59](#).
- iii. Easement over 11' easement from Carlo Maugini-Hansen and Gerardo I. Fabrizio also known as Gerado I. Fabrizio dated May 20, 1980 and recorded with said Registry of Deeds in [Book 13974, Page 470](#), shown on plan recorded with said Registry of Deeds as [Plan No. 600 of 1980 in Book 13974, Page 469](#).

10. Parcel Z – 298 Somerville Avenue: NONE

11. Parcel AA – 286 Somerville Avenue:

Notice of Lease by and between Dunkin' Donuts Shops, Inc., Lessor, and Buddy LeRoux Enterprises, Inc., Lessee, dated June 24, 1968 and recorded with said Registry of Deeds in [Book 12513, Page 508](#), as affected by Assent recorded with said Registry of Deeds in [Book 13317, Page 683](#), as further affected by a Notice of Lease Amendment recorded with said Registry of Deeds in [Book 13317, Page 685](#), as further affected by Merger into Dunkin Donuts of Massachusetts recorded with said Registry of Deeds in [Book 14526, Page 479](#), as further affected by Notice of Lease Option recorded with said Registry of Deeds in [Book 21019, Page 515](#), as further affected by Subordination Agreement dated May 24 and 26, 1994 recorded with said Registry of Deeds in [Book 24570, Page 422](#), as further affected by Subordination Agreement dated December 12, 1991 and recorded with said Registry of Deeds in [Book 21828, Page 131](#).

NOTE: While specifically excluded from coverage under the terms and provisions of the policy to be issued, the records at the Middlesex South Registry of Deeds reveal the existence of the following

matters:

- a. Notice of Decision by the Planning Board of the City of Somerville recorded with said Registry of Deeds in [Book 54109, Page 351](#).

END OF SCHEDULE

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

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D7 PARCEL TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Joseph P. Sullivan

Authorized Countersignature

Stewart Title Guaranty Company

Company Name

Boston, Massachusetts

City, State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For more information, please contact:
Joseph P. Sullivan, Esq.
National Underwriting Counsel
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, Massachusetts 02108
Email: Joseph.Sullivan@stewart.com
Tel: 617-933-2425

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AMERICAN
LAND TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> > .



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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STEWART TITLE GUARANTY COMPANY
Commercial Services
One Washington Mall, Suite 1400
Boston, Massachusetts 02109
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: 14000032641 (D-7)

1. **Effective Date:** June 24, 2017

2. **Policy or Policies to be issued:** **Amount of Insurance**

(a) ALTA 2006 Loan Policy \$ To be determined
Proposed Insured: To Be Determined

(b) ALTA 2006 Owner Policy \$ To be determined
Proposed Insured: To Be Determined

3. **The Estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title hereto is at the effective date hereof vested in:**

Parcel CC – 41 Union Square:

MSG Somerville ATM LLC , by virtue of a deed from CRE JV Five Branch Holdings LLC, dated March 14 and 16, 2017, filed with said Registry District as [Document No. 1756828](#), and recorded with said Registry of Deeds in [Book 69063, Page 98](#).

Parcel DD –1 Bow Street:

Bow 1 Associates, LLC, by virtue of a Fiduciary Deed from Joseph J. Ianelli and Andrew E. Bram, Personal Representatives of the Estate of Angelina M. Ianelli dated May 12, 2017, filed with said Registry District as [Document No. 1760592](#), and recorded with said Registry of Deeds in [Book 69299, Page 94](#).

4. **The land referred to in this commitment is described as set forth on the attached Exhibit A.**

NOTE: Hereinafter, “recorded” shall mean “recorded with the Middlesex County Southern District Registry of Deeds”.

UNLESS A SPECIFIC AMOUNT OF INSURANCE IS STATED ON THIS SCHEDULE A, OR SET FORTH IN AN ENDORSEMENT TO THIS COMMITMENT, THE LIABILITY OF THE COMPANY SHALL NOT EXCEED \$1,000.00.

THIS COMMITMENT IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY, AND THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TERMS OF ITS POLICY OR POLICIES.

Property Address: See list above
City/State: Somerville, MA
County: Middlesex South

STEWART TITLE GUARANTY COMPANY

Joseph P. Sullivan, Esq.
Underwriting Counsel
Direct Dial: 617-933-2425
Email: joseph.sullivan@stewart.com

EXHIBIT A

LEGAL DESCRIPTION

Commitment No. 14000032641

PARCEL CC- 41 Union Square
(Assessors ID: 73-D-16, 17 19, 20, 21, 22 & 23)

PARCEL 1: REGISTERED

The land in Somerville, Middlesex County, Massachusetts, with the buildings thereon shown as Lot 10 on Subdivision Plan of Land in Somerville dated September 15, 1994, Design Consultants, Inc., Surveyors, as approved by the Court and filed in the Land Registration Office as [Plan No. 13397F](#).

PARCEL 2: UNREGISTERED

The land in said Somerville, Middlesex County, Massachusetts, with the buildings thereon, being shown as lots lettered A1 and B and the westerly part of lot lettered J on a Plan of Land in Somerville, Mass., made by L.G. Brackett & Co., Civil Engineers, dated August 28, 1947, and recorded with Middlesex South District Deeds in [Book 7199, Page 359](#), being together bounded and described as follows:

NORTHWESTERLY	by Warren Avenue, 97.38 feet;
NORTHEASTERLY	by land formerly of E.P. Sampson, as sown on said plan, 110.51 feet;
SOUTHEASTERLY	by parcel marked "PART OF LOT J," on said plan, 21.54 feet;
NORTHWESTERLY	again by said parcel marked "PART OF LOT J," 28.79 feet;
SOUTHEASTERLY	again by Lots lettered H and I on said plan, 81.65 feet;
SOUTHWESTERLY	by Lots lettered A3 and A2 on said plan by several lines, 38.96 feet, 66.20 feet, and 45.51 feet respectively.

Together containing 13,755 square feet of land, and said lot lettered A1 being numbered 7-9 and said lot lettered B being numbered 11-13 in the present numbering of Warren Avenue, and the Westerly part of lot lettered J being at the rear of said lots lettered A1 and B.

Together with all rights which the grantor has in common with others to pass and repass over so much of lots lettered A2 and A3 on said plan as is included within the limits of the passageway delineated thereon and all other rights of passage incidental to the ownership of the grantor in the premises herein conveyed.

PARCELS 3, 4 and 5: UNREGISTERED

Three certain parcels of land situated in Somerville, Middlesex County, Massachusetts, being shown as Lots A4, A6 and Lot A7 on a plan entitled "Subdivision of Land in Somerville, Mass." dated September 25, 1982 by Fred W. Gould, Surveyor, recorded with Middlesex South District Registry of Deeds in [Book 14980, Page 515](#), bounded and described separately as follows:

Parcel 3: LOT A4:

SOUTHEASTERLY	by Stone Avenue, 17.00 feet;
SOUTHWESTERLY	by registered land as shown on said plan, 116.46 feet;
NORTHWESTERLY	partly by registered land and partly by Lot A6, as shown on said

NORTHEASTERLY	plan, 20.15 feet;
SOUTHEASTERLY	by "Pt. Lot J," as shown on said plan, 38.96 feet;
NORTHEASTERLY	by Lot A5, as shown on said plan, 3.00 feet; and
	by said Lot A5, as shown on said plan, 75.00 feet.

Containing 2,097 square feet of land, according to said plan.

Together with the benefit of the reservation of all right, title and interest in the use of so much of the above-described land as abuts Lot A5 shown on said plan and more fully described in deed of SSB Leeway Corp. dated April 22, 1983, recorded with said Deeds in [Book 14980, Page 515](#).

Also, together with the benefit of release of all right, title and interest in the use of the above-described land as a passageway, more fully described in deed of Robert P. Melanson, Trustee, dated September 24, 1982, recorded with said Deeds in [Book 14980, Page 514](#).

Parcel 4: LOT A6

SOUTHEASTERLY	by Lot A4, as shown on said plan, 15.86 feet;
SOUTHWESTERLY	by registered land, as shown on said plan, 35.18 feet;
NORTHWESTERLY	by Lot A7, as shown on said plan, 14.64 feet;
NORTHEASTERLY	by Lot A1, as shown on said plan, 35.25 feet.

Containing 532 square feet of land more or less according to said plan.

Parcel 5: LOT A7:

NORTHWESTERLY	by Warren Avenue, 8.87 feet;
NORTHEASTERLY	by two courses and two distances by Lot A1, as shown on said plan, 45.51 feet and 30.95 feet, respectively;
SOUTHEASTERLY	by Lot A6, as shown on said plan, 14.64 feet; and
SOUTHWESTERLY	by registered land, as shown on said plan, 21.68 feet;
NORTHWESTERLY	by registered land, as shown on said plan, 4.00 feet;
NORTHWESTERLY	by said registered land, as shown on said plan, 55.00 feet.

Containing 868 square feet of land, more or less, according to said plan.

PARCEL DD -1 Bow Street
(Assessors ID: 73-C-10)

PARCEL I:

The land in Somerville, Middlesex County, Massachusetts, bounded and described as follows:

SOUTHEASTERLY	by Warren Avenue, two hundred twenty-three and 33/100 (223.33) feet;
SOUTHWESTERLY	by Bow Street, ninety-five and 58/100 (95.58) feet;
NORTHWESTERLY	Eighty and 39/100 (80.39) feet;

SOUTHWESTERLY	17/100 (0.17) of a foot;
NORTHWESTERLY	Twenty-Nine and 61/100 (29.61) feet;
SOUTHWESTERLY	Sixty (60) feet by land now or formerly of the Somerville National Bank;
WESTERLY	Twenty-three and 02/100 (23.02) feet;
SOUTHERLY	Four and 31/100 (4.31) feet, by land now or formerly of the Prospect Hill Congregational Church;
NORTHWESTERLY	Twenty-Nine and 80/100 (29.80) feet; and
NORTHEASTERLY	One hundred twenty-seven and 23/100 (127.23) feet, by land now or formerly of Jim Hodder.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 220, Page 581 with Certificate 35481.

The above-described land is subject to the easements reserved in a deed given by Jim Hodder to Nehemias Gorin, dated October 15, 1924, duly recorded in [Book 4777, Page 393](#), applicable to the way shown on said plan, &rid to the use of such way by the servient estate.

The Northwesterly portion of the above-described land is subject to wall easements in favor of said Somerville National Bank as set forth in a deed given by Jim Hodder to said Bank, dated May 4, 1908, duly recorded in [Book 3366, Page 262](#).

PARCEL II:

A certain parcel of land adjoining said parcel above described and being shown as Lot A on plan of land in Somerville, dated June 21, 1933, by John J. Falvy, C.E., recorded with Middlesex South District Deeds in Book 5729, Page 250, bounded and described as follows:

NORTHEASTERLY	by the parcel first herein described, sixteen and 70/100 (16.70) feet;
SOUTHEASTERLY	by the same, twenty-nine and 61/100 (29.61) feet;
NORTHEASTERLY	again by the same, 17/100 (0.17) of a foot;
SOUTHEASTERLY	again by same, nineteen and 85/100 (19.85) feet; and
NORTHWESTERLY	by land now or formerly of Somerville National Bank, fifty-two (52) feet.

Containing 418 square feet of land, more or less.

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item b) Payment of the premiums, fees and charges for the policy.
- Item c) Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable.
- Item d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Deed from Current Owner of Record to proposed Insured Owner.
 - 2. Mortgage from proposed Insured Owner to proposed Insured Lender.
 - 3. Release, Termination, Discharge of the following matters which appear of public record:
 - a) Intentionally deleted.
 - b) Release of Federal Estate Tax Lien (Form F-792) or REBA Affidavit alleging no lien exists, arising from the death of Angelina M. Ianelli. (Affects Parcel DD)
 - c) Mortgage and Security Agreement from MSG Somerville ATM LLC in favor of Brookline Bank dated March 16, 2017 in the original principal amount of \$3,150,000.00 filed with said Registry District as [Document No. 1756830](#), and recorded with said Registry of Deeds in [Book 69063, Page 104](#), as affected by a Subordination, Non-Disturbance and Attornment Agreement by and between Brookline Bank, as Lender, Citizens Bank, N.A., as Tenant, and MSG Somerville ATM LLC, as Landlord, dated March 16, 2017, filed with said Registry District as [Document No. 1757997](#), and recorded with said Registry of Deeds in [Book 69135, Page 277](#). (Affects Parcel CC)
 - d) Assignment of Leases and Rents from MSG Somerville ATM LLC in favor of Brookline Bank dated March 16, 2017, filed with said Registry District as [Document No. 1756831](#), and recorded with said Registry of Deeds in [Book 69063, Page 123](#). (Affects parcel CC)
 - e) File with the Land Court a certified copy of Waiver and Termination of Right of First Offer by Citizens Bank, N.A. recorded with said Registry of Deeds in [Book 69036, Page 175](#). (Affects parcel CC)

- Item e) Satisfactory completion of a standard Mechanic Lien/Parties in Possession Affidavit and Indemnity Form alleging that any improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material, plus identification of parties in possession, including rent roll, if appropriate.
- Item f) Full on ground Title Insurance Survey and standard surveyor report which locates and defines all recorded exceptions noted in Schedule B, section 2 and reflecting issues which are satisfactory in the Company's sole discretion.
- Item g) The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured, or otherwise ascertaining details of the transaction.
- Item h) Authority documents for all parties executing documents.

FOR TRUSTS:

- Trustee's(s') Certificate from the aforesaid Trustee(s) that certifies that the _____ Realty Trust is in full force and effect and has not been terminated, amended or revoked, that the beneficiaries of the Trust have consented to the transfer of title to the property to the proposed Insured Owner/granting of a mortgage on the property to the proposed Insured Lender and have authorized the Trustee(s) to deliver the deed/mortgage to the proposed Insured Owner/Lender and that none of the beneficiaries of the Trust are (i) a minor, (ii) a corporation, nonprofit, a limited or general partnership, a limited liability company, joint venture or business selling all or substantially all of its Massachusetts assets or classified as a corporation for federal income tax purposes, (iii) a partnership, (iv) a trust, or (v) a personal representative of an estate subject to estate tax liens, deceased or under any other legal disability.

FOR CORPORATIONS:

- Documents must be executed by the President or Vice President and the Treasurer or Assistant Treasurer of Corporation. Alternatively, corporate resolutions which authorize the signatories on the documents must be obtained and recorded, together with a Clerk's Certificate of incumbency.
- Certificate of Legal Existence from the Secretary of State evidencing the legal existence of Corporation.
- If the proposed conveyance is all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts, a corporate excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.
- If Corporation owns other assets in Massachusetts at the time of the conveyance, the following paragraph should be included in the deed in lieu of obtaining a corporate excise tax waiver:

"This conveyance is not a conveyance of all or substantially all of the assets of Corporation within the Commonwealth of Massachusetts."

- If the proposed conveyance is a conveyance of all of the assets of the corporation, shareholders' resolutions authorizing the conveyance must be obtained.

FOR NON-PROFIT CORPORATIONS:

- Evidence of compliance with M.G.L. Chapter 180, § 8A regarding approval of proposed sale by stockholders and approval by the Massachusetts Attorney General.

FOR LIMITED PARTNERSHIPS:

- Long Form Certificate of Legal Existence from the Massachusetts Secretary of State evidencing the identity of the present general partner(s) and continuing

legal existence of the limited partnership as shown by the limited partnership agreement, or certificate thereof, as the same may be amended, filed in the Office of the Secretary of State, as applicable. Absent any provisions to the contrary in the Limited Partnership Agreement that require the consent of all partners (including the limited partners), all documents must be executed by all of the general partners of the limited partnership. In the case of corporate signatories, documents must be signed by the President OR the Vice President AND the Treasurer OR the Assistant Treasurer of the corporation. In the alternative, corporate resolutions which authorize the corporate signatories must be obtained and recorded together with an appropriate Clerk's Certificate of incumbency for the officers who act as signatories.

- Additionally, any deed conveying property by the limited partnership must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR LIMITED LIABILITY COMPANY:

- Certificate of Legal Existence for Limited Liability Company from the Secretary of State of the Commonwealth of Massachusetts which evidences the filing of said limited liability company with the State Secretary and which names the appropriate manager(s) or real estate signatory(ies). Any document must be executed by the appropriate manager(s) or real estate signatory(ies). If no manager or real estate signatory is designated, documents must be executed by all of the members of the limited liability company or satisfactory evidence must be submitted to the Company which establishes the authority for those individuals or entities signing the documents on behalf of the limited liability company.
- NOTE: The above requirement will apply for domestic limited liability companies and also for those foreign limited liability companies who have filed as such with the State Secretary.
- CAVEAT: If the manager or real estate signatory is another entity, such as a limited partnership or corporation, the usual and customary evidence of legal existence and authority for those entities should also be obtained.
- Additionally, any deed conveying property by the limited liability company must contain one of the following statements:

“This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts”

OR

The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes.”

If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded.

FOR INDIVIDUALS:

- Deed must state the marital status of grantor and waive all homestead rights of grantor and any other persons entitled to homestead rights pursuant to M.G.L. c. 188 or a statement that the land is not homestead property of grantor and that there are no other persons residing in the land who are entitled to homestead protection.

NOTE: THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS ONCE THE TERMS OF THE TRANSACTION HAVE BEEN COMPLETELY DISCLOSED TO STEWART TITLE GUARANTY COMPANY.

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable.
7. **Parcel CC – 41 Union Square:**
 - i. Terms and provisions as set forth in Notice of Lease by and between CRE JV Five Branch Holdings LLC, Landlord, and Citizens Bank of Massachusetts, Tenant, dated July 6, 2006 and recorded with said Registry of Deeds in [Book 48916, Page 283](#), and filed with the land court as Document 1433929, as affected by a Waiver and Termination of Right of First Offer by Citizens Bank, N.A. recorded with said Registry of Deeds in [Book 69036, Page 175](#), as further affected by a Subordination, Non-Disturbance and Attornment Agreement by and between Brookline Bank, as Lender, Citizens Bank, N.A., as Tenant, and MSG Somerville ATM LLC, as Landlord, dated March 16, 2017, filed with said Registry District as [Document No. 1757997](#), and recorded with said Registry of Deeds in [Book 69135, Page 277](#).
 - ii. Order of Taking by the Metropolitan District Commission of an easement for water pipes and conduits recorded with said Registry of Deeds in [Book 7419, Page 121 and filed with said Registry District as Document No. 229485](#), shown on plan recorded with said Registry of Deeds in Book 7419, Page 121.
 - iii. Easement for Ingress and Egress dated May 24, 1991 and filed with said Registry District as [Document No. 844437](#).
 - iv. Right to use, in common with all persons lawfully entitled thereto, the passageway as described in Deed filed with said Registry District as [Document No. 253826](#), which passageway is to be used for purposes for which passageways now or hereafter may be

lawfully used in the City of Somerville.

- v. Right to use twenty foot right of way as set forth in Deed recorded with said Registry of Deeds in [Book 2288, Page 324](#), insofar as the same may now be in force and effect. **NOTE:** Fee in passageway is now owned by current owner.
- vi. Reservation of fee in passageway as set forth in Deed recorded with said Registry of Deeds in [Book 14980, Page 515](#), shown on plan recorded with said Registry of Deeds in [Book 2594, Page End](#) and on plan recorded with said Deeds in [Book 14980, Page 515](#) as [Plan No. 381 of 1983](#).
- vii. Release of fee and right to use passageway set forth in Deed recorded with said Registry of Deeds in [Book 14980, Pages 514](#) and shown on plan recorded with said Registry of Deeds in [Book 2594, Page End](#) and on plan recorded with said Registry of Deeds as [Plan No. 1466 of 1947](#).
- viii. Common Law Party Wall Rights as shown on the plan filed with said Registry District as [Plan No. 13397](#).

NOTE: While specifically excluded from coverage under the terms and provisions of the policy to be issued, the records at the Middlesex South Registry of Deeds reveal the existence of the following matters:

- a. Notice of Decision by the Board of Appeals of the City of Somerville filed with said Registry District as [Document No. 971494](#).
8. **Parcel DD – 1 Bow Street:**
- i. Order of Taking by the Metropolitan District Commission of an easement for water pipes and conduits recorded with said Registry of Deeds in [Book 7419, Page 121 and filed with said Registry District as Document No. 229485](#).
 - ii. Easements reserved in Deed from Jim Hodder to Nehemias Gorin, dated October 15, 1924 and recorded with said Registry of Deeds in [Book 4777, Page 393](#).
 - iii. Wall easements from Jim Hodder to Somerville National Bank dated May 4, 1908 recorded with said Registry of Deeds in [Book 3366, Page 262](#).
 - iv. Common Law Party Wall Rights as shown on the plan recorded with said Registry of Deeds as [Plan No. 294 of 1933 in Book 5729, Page 250](#).
 - v. Rights of others in the right of way shown on plan filed with said Registry District as [Plan No. 15182A](#) and plan recorded with said Registry of Deeds in [Plan Book 215, Plan 1](#), insofar as the same may now be in force and effect.
 - vi. Federal Estate Tax Liens arising from the death of Angelina Ianelli

END OF SCHEDULE

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



DEEDS

D1 PARCEL DEEDS

VESTING DEED

PARCEL FF

259 & 261 SOMERVILLE AVENUE, SOMERVILLE, MASSACHUSETTS

2

83



2016 00067246

Bk: 67181 Pg: 211 Doc: DEED
Page: 1 of 3 05/02/2016 10:29 AM

259 and 261 Somerville Avenue Somerville

QUITCLAIM DEED

I, GEORGE MANJOROS and EVANGELIA MANJOROS, husband and wife, with a mailing address of 323 Beacon Street, Somerville, Massachusetts 02143,

for consideration paid and in full consideration of the sum of Nine Hundred Ninety-Nine Thousand and 00/100 Dollars (\$999,000.00),

grant to DANTE S. MUZZIOLI, individually, with a mailing address of 22 Hough Road, Belmont, Massachusetts 02478,

WITH QUITCLAIM COVENANTS

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 05/02/2016 10:29 AM
Ctrl# 241172 11113 Doc# 00067246
Fee: \$4,555.44 Cons: ~~\$999,000.00~~

The two parcels of land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, being now numbered 259 and 261 Somerville Avenue, and being more particularly bounded and described as follows:

PARCEL ONE:

A certain parcel of land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, on the Northerly side of Somerville Avenue, being a portion of the premises shown on a plan entitled "Plan of the Hannah E. French Estate, Somerville", by Charles D. Elliot, Engineer & Surveyor, Somerville-Dec. 1885", recorded with Middlesex South District Deeds, Book of Plans 51, Plan 38, being bounded and described as follows:

EASTERLY

by land of owners unknown (by a line parallel with and distant four (4) feet westerly from another line which other line is the division line running north and south between land of owners unknown and land now or formerly of Hiram Allen and marked "119.75" on said plan, extended in the same straight line to said Somerville Avenue, eighty-six (86) feet;

SOUTHERLY by Somerville Avenue, thirty-six (36) feet;
WESTERLY by land now or formerly of O'Keefe, seventy-nine and 04/100 (79.04) feet,
as shown on said plan;
NORTHERLY by land now or formerly of said Hiram Allen, twenty-six (26) feet.

Containing 2,550 square feet of land, more or less, according to said plan.

PARCEL TWO:

A certain parcel of land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, being now numbered 261 Somerville Avenue, and being shown on "Plan of Part of the Hannah E. French Estate-by Charles D. Elliot, Engineer & Surveyor, Somerville-Dec. 1885", recorded with Middlesex South District Deeds at end of Record Book 1732, being bounded and described as follows:

SOUTHERLY by Somerville Avenue, thirty (30) feet;
WESTERLY by land now or formerly of Thompson heirs, seventy-five and 54/100 (75.54) feet;
NORTHERLY in part by land now or formerly of Bennett and in part by land now or formerly of H. Allen, thirty-five (35) feet; and
EASTERLY by land of owners unknown, seventy-nine and 04/100 (79.04) feet.

Containing 2475 square feet of land. according to said plan.

Each of the Grantors hereby release any and all rights of homestead in the premises hereby conveyed and affirm that there is no other spouse, former spouse, partner or former partner in a civil union, who can claim the benefit of the Massachusetts Homestead Act therein.

Meaning and intending to convey the same premises conveyed to Grantors by deed of Marybeth Millsaps, a/k/a Marybeth M. Millsaps, individually and as Trustee of 259 Somerville Avenue Realty Trust, dated December 18, 1998, recorded in Middlesex County Southern District Registry of Deeds Book 29574, Page 552.

Executed as an instrument under seal this 28 day of April, 2016.

George Manjoros
George Manjoros

Evangelia Manjoros
Evangelia Manjoros

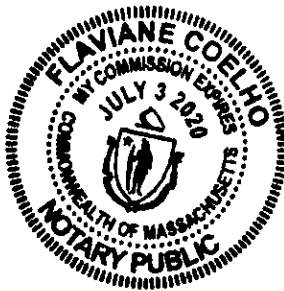
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

April 28, 2016

On this day, before me, the undersigned notary public, personally appeared George Manjoros and Evangelia Manjoros, proved to me through satisfactory evidence of identification which were photographic identifications issued by the Comm. of Mass., to be the persons whose names is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Flaviane Coelho
Notary Public Flaviane Coelho
My commission expires: July 3, 2020



VESTING DEED

PARCEL K

269 & 269R SOMERVILLE AVENUE, SOMERVILLE, MASSACHUSETTS

1178561

BK 33346 PG 203

35

Doc 1178561

QUITCLAIM DEED

AND *ELBANN O. BERGER*

I, FREIDA SUSAN, surviving trustee of FMS REALTY NOMINEE TRUST, u/d/t dated October 29, 1998 and recorded with the Middlesex South County Registry of Deeds at Book 29535, Page 435, of 31 Cambridge Trace, Ormond Beach, Volusia County, Florida, 32174, for consideration paid in the sum of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) Dollars, grant to WILLIAM A. PANZINO, JR. and BARBARA A. PANZINO, Trustees of FMS REALTY TRUST u/d/t dated July 18, 2001 and recorded with Middlesex South Registry of Deeds as Document No. 743.

Doc. # 1089961

with QUITCLAIM COVENANTS

DOCUMENT 1178561

The land in Somerville, Middlesex County, Massachusetts with the buildings thereon being bounded and described as follows:

- SOUTHWESTERLY by Somerville Avenue, 122.32 feet;
- NORTHWESTERLY by land now or formerly of Melvin B. Ricker, 46.52 feet;
- NORTHEASTERLY by land now or formerly of Joseph H. Clark and land now or formerly of Josiah Q. Bennett, Trustee, 111 feet;
- EASTERLY by land now or formerly of Catherine O'Keefe, 58 feet.

Estimated to contain 6001 square feet of land.

Said premises are shown on a plan drawn by Charles D. Elliot, dated July 12, 1900, filed in the Land Registration Office, a copy of a portion of which is filed in the Land Registration Office for the Southern District of Middlesex County with Certificate of Title No. 216, in Registration Book 2, Page 17.

And a second parcel of land, with the buildings thereon, in Somerville, Middlesex County, Massachusetts, shown on a Plan of Land in Somerville, Mass. made by L.G. Brackett & Co., C. Es., dated November 28, 1952, recorded with Middlesex South District Deeds in Book 8011, Page 5, being bounded and described as follows:

- SOUTHERLY by a parcel of registered land shown on said plan and on a plan registered with Middlesex South Registration District with Certificate No. 216 in Registration Book 2, Page 17, 111 feet.
- NORTHERLY 20.11 feet;
- WESTERLY 16.11 feet by land of owner unknown;
- NORTHERLY again 40.76 feet by said land of owner unknown and by the end of a 13-foot right of way shown on said first-mentioned plan;
- EASTERLY 19.26 feet;
- NORTHERLY again 51.82 feet, by a parcel of registered land, Land Court Case No. 12,770;
- EASTERLY again by the last-mentioned parcel of registered land and by land now or formerly of O'Keefe shown on said first-mentioned plan, 18.8 feet.

1178561

BK33346PG204

36

Containing 1,500 square feet of land.

Together with the right to use the 13-foot right of way on said first-mentioned plan common with others entitled thereto for vehicular and foot passage over the same and for all other purposes for which rights of way are commonly used in the City of Somerville.

For Grantor's title, see deed dated October 29, 1998 and recorded with MIDDLESEX SOUTH COUNTY Registry of Deeds, Book 2935, Page 433-434.

Address of Premises: 269 Somerville Avenue, Somerville, Massachusetts 02143.

WITNESS my hand and seal this 20 day of July, 2001.

WITNESS:

07/30/01 4:31PM 02
000000 44078
FEE \$280.00
CASH \$280.00

CAMBRIDGE
DEEDS REGIS
MIDDLE SOUTH

FMS REALTY NOMINEE TRUST

By: Freida Susan ST
Freida Susan, Surviving Trustee
FOR SELF & CO-TRUSTEE

WITNESS:

Toni Anderson
TONI ANDERSON

Bridget A. Peckless
BRIDGET A. PECKLESS

STATE OF FLORIDA

Volusia, ss.

July 20, 2001

Then personally appeared the above-named **FREIDA SUSAN**, Surviving Trustee as aforesaid, and acknowledged the foregoing to be her free act and deed, before me,

KIM BEKDERNAH
MY COMMISSION # CC 696246
EXPIRES: November 16, 2001
Bonded Thru Notary Public Underwriters

Kim Bekdernah
Notary Public:
My commission expires: 11-16-01

hmk/commercial/abington/fmsreatly/deed.doc

KIM BEKDERNAH
MY COMMISSION # CC 696246
EXPIRES: November 16, 2001
Bonded Thru Notary Public Underwriters

DOCUMENT 1178561

BOTH WAYS

1178561

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

[Signature]
REGISTER

SO. MIDDLESEX LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

ON 07/30/01 AT 01:12:12 110.00 JEC

NOTED ON:

CERT 0213596 BK 1198 PG 46

NEW CERTIFICATE(S) CREATED:

CERT 8222051 BK 1240 PG 101

* MASS. EXCISE TAX: 2280.00 *

*Copy to
owner*

6

B.M

Transfer Certificate of Title

Cert No: 222051
Doc No: 1178561

Book: 1240
Page: 101

From Transfer Certificate No. 213598 In Registration Book 1198 , Page 46

Originally Registered December 16, 1998 for the South Registry District of Middlesex County

This is to Certify that

William A. Panzino, JR. and Barbara A. Panzino, both of Somerville in the County of Middlesex and Commonwealth of Massachusetts, Trustees of FMS Realty Trust under a Declaration of Trust dated July 18, 2001, and registered July 30, 2001, being Document 1178562, filed in the Land Registration Office for the South Registry District of Middlesex County,

are the owners in fee simple,
of that certain parcel of land situate in SOMERVILLE,

In the County of Middlesex and said Commonwealth, described as follows:

Southwesterly by Somerville Avenue, one hundred twenty-two and 32/100 feet;
Northwesterly by land now or formerly of Melvin B. Altkor, forty-six and 52/100 feet;
Northeasterly by land now or formerly of Joseph M. Clark and land now or formerly of Josiah Q. Bennett, Trustee, one hundred and eleven feet; and
Easterly by land now or formerly of Catherine O'Keefe, fifty-eight feet.

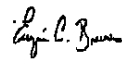
Said land is shown on a plan filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 2, Page 17, with Certificate 216, (Plan No. 168A).

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws and any amendments thereto, and that the title of said

William A. Panzino, JR. and Barbara A. Panzino, Trustees as aforesaid,

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting.

Witness, Peter W. Kliborn, Chief Justice of the Land Court, Department of the Trial Court, at Cambridge in said county of Middlesex the thirtieth day of July the year two thousand and one at 1 o'clock and 12 minutes in the afternoon.



Attest, with the seal of said Court,
Eugene C. Brune, Assistant Recorder

Property Address: 269 Somerville Avenue, Somerville, MA 02143
Land Court Case No. 168

Memoranda of Encumbrances

Report Date: 06/01/2009

Certificate No: 222051
Book: 01240 Page: 101

Document Number	Kind	In Favor Of	Terms	Date of Instrument Date of Registration	Signature	Discharge
1178552	TRUST	FMS REALTY TRUST	See Document	07/18/2001 07/30/2001 01:12 PM	<i>E. E. B...</i>	
1178563	CERTIFICATE	FMS REALTY TRUST	Trust 1178562	07/30/2001 07/30/2001 01:12 PM	<i>E. E. B...</i>	
1178563	MORTGAGE	ABINGTON SAVINGS BANK	\$450,000. covering this and unregistered land.	07/30/2001 01:12 PM	<i>E. E. B...</i>	
1178594	ASSIGNMENT	ABINGTON SAVINGS BANK	Permits &c. Mortgage 1178563	07/30/2001 07/30/2001 01:12 PM	<i>E. E. B...</i>	
1178665	FINANCING STATEMENT	ABINGTON SAVINGS BANK FMS AUTOBODY INC	See Document	07/30/2001 01:12 PM	<i>E. E. B...</i>	
1377478	CERTIFICATE	FMS REALTY TRUST	Trust 1178562	06/20/2005 06/21/2005 11:28 AM	<i>E. E. B...</i>	
1377479	MORTGAGE	SOVEREIGN BANK	\$100,000. covering this and unregistered land.	06/20/2005 06/21/2005 11:28 AM	<i>E. E. B...</i>	
1377480	ASSIGNMENT	SOVEREIGN BANK	Rents &c. Mortgage 1377479	06/20/2005 06/21/2005 11:28 AM	<i>E. E. B...</i>	

End of Document _____ End of Document _____ End of Document _____ End of Document _____ End of Document _____ End of Document _____ End of Document _____

8

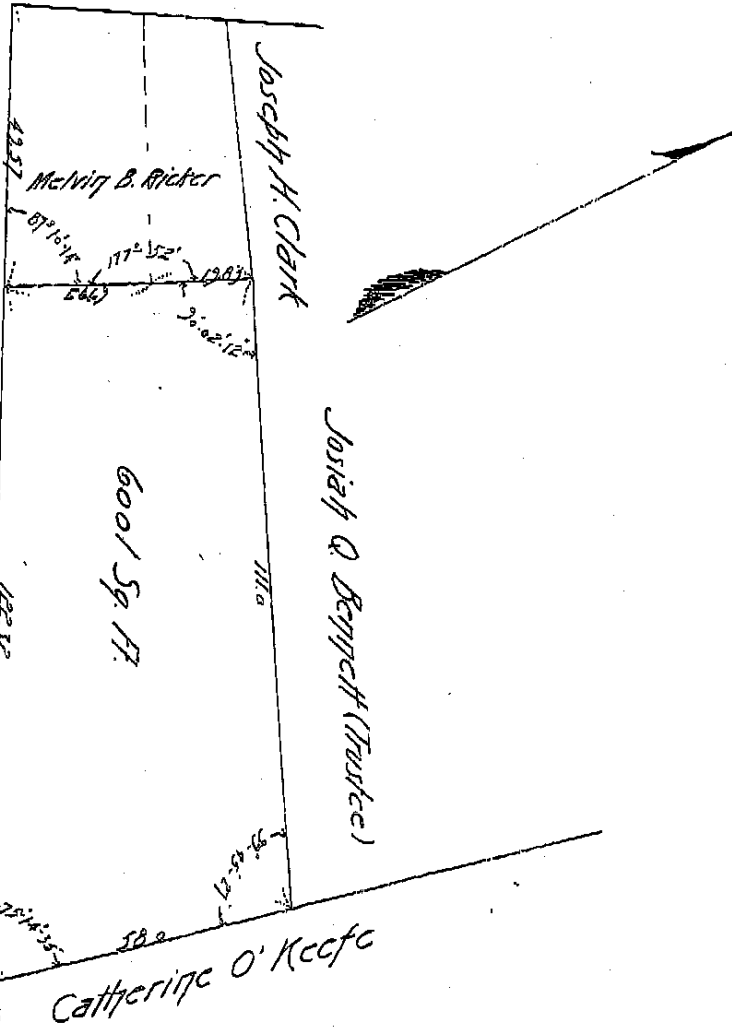
CE 216 Book 17

216

Plan of Land in Somerville
 Scale 10ft = 1in.
 Charles D. Elliot
 Somerville Mass.
 July 12th 1900

PROSPECT ST.

SOMERVILLE AVE.



Middlesex South Registry Dist.
 DEC 6 1900
 RECEIVED FOR REGISTRATION.
 O'CLOCK 30 11 AM

Copy of part of plan
 filed in
 LAND REGISTRATION OFFICE
 July 12th 1900
 Scale of this plan 20 ft. = 1 in.
 Edm. S. Foster

VESTING DEED

PARCEL O

220 WASHINGTON STREET, SOMERVILLE, MASSACHUSETTS

5A

646007

DEED

MASSACHUSETTS DAY TRANSPORTATION AUTHORITY, a public body corporate and politic and a political subdivision of the Commonwealth of Massachusetts, organized and existing pursuant to Chapter 161A of the Massachusetts General Laws as amended, with offices at 50 High Street, Boston, County of Suffolk, Commonwealth of Massachusetts, in consideration of a negotiable bond in the amount of Three Hundred Thousand Dollars (\$300,000.) received hereby grants to the City of Somerville, City Hall, Somerville, Middlesex County, Massachusetts, all of its right, title and interest in two parcels of registered land with the buildings thereon located in Somerville, County of Middlesex, described as follows:

First Parcel

Northerly by Washington Street two hundred ninety-four and 53/100 (294.53) feet;
Easterly by Merriam Street three hundred thirty-seven and 91/100 (337.91) feet;
Southerly nine and 25/100 (9.25) feet, and
Easterly three and 18/100 (3.18) feet by land now or formerly of Percy L. Wetmore;
Southwesterly by Somerville Avenue three hundred thirty-nine and 27/100 (339.27) feet;
Northwesterly eight-six and 24/100 (86.24) feet, and
Southwesterly forty-seven and 47/100 (47.47) feet by land now or formerly of Catherine O'Keefe; and
Northwesterly by land now or formerly of William F. Bennett et al, Trs. one hundred seven and 75/100 (107.75) feet.

Said parcel is shown on plan drawn by H. C. Hartwell, Engineer, Boston Elevated Railway Company, dated June 1, 1926, filed with Certificate of Title No. 23037. *Book 141 Page 573*

Second Parcel

Northeasterly by Washington Street sixty-four and 20/100 (64.20) feet;
Southeasterly by land now or formerly of the Boston Elevated Railway Company one hundred seven and 75/100 (107.75) feet;
Southwesterly by land now or formerly of Catherine O'Keefe fourteen and 84/100 (14.84) feet; and
Northwesterly, one and 26/100 (1.26) feet,
Southwesterly, fifty-one and 82/100 (51.82) feet, and
Northwesterly, ninety-eight and 46/100 (98.46) feet by land now or formerly of William F. Bennett et al. trustees.

Said parcel is shown on plan drawn by H. C. Hartwell, Engineer, dated February 3, 1928, filed with Certificate of Title No. 26555. *in Book 169 Page 381.*

5B

- 2 -

646007

The registered owner of said parcels, Boston Elevated Railway Company, was changed to Massachusetts Bay Transportation Authority by order of the Land Court, filed in Middlesex Registry of Deeds, Registered Land Section, as Document No. 620376.

IN WITNESS WHEREOF, on the 22nd day of August, 1983, the Massachusetts Bay Transportation Authority has caused this Deed to be executed by its General Manager, duly authorized.

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

By James F. O'Leary
James F. O'Leary
General Manager

Approved as to form:

J. H. Elcock
J. H. Elcock
General Counsel *PCM*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

August 22, 1983

Then personally appeared before me James F. O'Leary, General Manager of the Massachusetts Bay Transportation Authority, whose signature appears on the foregoing instrument, and he acknowledged it to be the free act and deed of the said Authority.



My Commission Expires:

April 18, 1986

3-1

5c

646007



**MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY**

Board of Directors
50 High Street, Boston, Mass. 02110

I, Kathleen Hines, Recording Secretary of the Board of Directors of the Massachusetts Bay Transportation Authority, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Bay Transportation Authority, acting under the provisions of Chapter 161A of the General Laws, as amended to date, duly called and held on the twenty-second day of September 1982, at which a quorum was present, the following Vote was adopted:

VOTED: That the General Manager be, and he hereby is, authorized to execute, in the name and on behalf of the Authority and in form approved by General Counsel, an agreement to sell the Union Square Car Barn, in Somerville, to the City of Somerville, for the sum of \$300,000, to be paid in five annual installments of \$60,000 each, or by a duly authorized General Obligation Bond of the City, payable on the same installment basis, said Bond to be in form approved by General Counsel; and that the General Manager be, and he hereby is, further authorized to execute any other document contemplated by said agreement, including a deed of the property and conveyance thereof.

A true copy.

Attest: September 28, 1982

Kathleen Hines

Recording Secretary
Board of Directors of the
Massachusetts Bay Transportation Authority

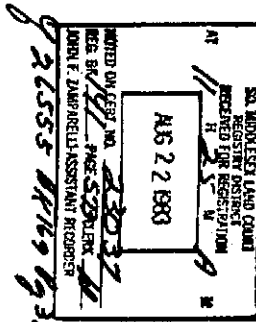


3-4

5D

646007

DOCUMENT NO. 646007
(646007)



TRANSFER CERTIFICATE OF TITLE ISSUE
AND TRANSMISSION INTO
REGISTRATION BOOK PAGE 185
REG. CERTIFICATE NO. 646007
REGISTERED IN THE REGISTRY DISTRICT

Reg. 225.00
 20.00
 45.00
 Not. 20.00
 65.00

Shall New York

REGISTRANT 776-0300
 NAME P.O. Box 138
 STREET ADDRESS 47 Union Square
Somerville Ma 02143
 CITY OR TOWN

4-4

Transfer Certificate of Title

BK. 973 PG. 185

3

No. 168735

From Original Certificate Nos. (23037) in Registration Books (141), Pages (573) (26555) (169) (381)

Originally Registered (December 11, 1926) for the South Registry District of (May 24, 1928)

Middlesex County

This is to Certify that

City of Somerville, a municipal corporation, located in the County of Middlesex and Commonwealth of Massachusetts is the owner in fee simple, of that certain parcel of land situate in Somerville in the County of Middlesex and said Commonwealth, described as follows:

Northerly by Washington Street, two hundred ninety-four and 53/100 feet; Easterly by Merriam Street, three hundred thirty-seven and 91/100 feet; Southerly, nine and 25/100 feet, and Easterly, three and 18/100 feet by land now or formerly of Percy L. Wetmore; Southwesterly by Somerville Avenue, three hundred thirty-nine and 27/100 feet; Northwesterly, eighty-six and 24/100 feet, and Southwesterly, forty-seven and 47/100 feet by land now or formerly of Catherine O'Keefe; and Northwesterly by land now or formerly of William F. Bennett et al, Trs., one hundred seven and 75/100 feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 141, Page 573, with Certificate 23037, (Plan No. 11573A).

Also another certain parcel of land situate in said Somerville, described as follows:

Northeasterly by Washington Street, sixty-four and 20/100 feet; Southeasterly by land now or formerly of the Boston Elevated Railway Company, one hundred seven and 75/100 feet; Southwesterly by land now or formerly of Catherine O'Keefe, fourteen and 84/100 feet; and Northwesterly, one and 26/100 feet, Southwesterly, fifty-one and 82/100 feet, and Northwesterly, ninety-eight and 46/100 feet by land now or formerly of William F. Bennett et al, Trs.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 169, Page 381, with Certificate 26555, (Plan No. 12770A).

4

Certificate No. 168735 cont'd.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws and any amendments thereto, and that the title of said

City of Somerville

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting.

Witness WILLIAM I. RANDALL, Esquire, Justice of the Land Court, Department of the Trial Court, at Cambridge in said County of Middlesex

the twenty-second day of August the year nineteen hundred and eighty-three at 11 o'clock and 25 minutes in the fore-noon.

Attest, with the Seal of said Court,

J. F. J. [Signature]
Assistant Recorder

Address of owner: City Hall, Somerville, MA 02143

Land Court Case Nos. 11573 & 12770

ID# 7635a DK# 0180a

5

Memoranda of Encumbrances

Cert No: 168735

Book: 00973 Page: 185

Document Number:
1443519

Kind: CERTIFICATE
In Favor Of: SOMERVILLE CITY

Date of Instr: May 14, 2007

Date of Reg: May 17, 2007

Time of Reg: 11:54 AM

Terms: See Document

Signature:

L. G. Brown

1443520

Kind: NOTICE
In Favor Of:

Date of Instr: May 07, 2007

Date of Reg: May 17, 2007

Time of Reg: 11:54 AM

Terms: Notice of Activity & use limitation of disposal site under M.G.L. c21E, p. 6 See Doc.

Signature:

L. G. Brown

End of Document _____ End of Document _____ End of Document _____

VESTING DEED

PARCEL R

238 & 273 SOMERVILLE AVENUE, SOMERVILLE, MASSACHUSETTS

252726424

106

JS

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that A. RICHARD DIGIOVANNI of 238 Washington Street, Somerville, Massachusetts 02143, (hereinafter called "Mortgagor"), for consideration paid, grants to BRADFORD M. PAUL, c/o Trilogic, 187 Ballardvale Park, Wilmington, Massachusetts 01887, (hereinafter called "Mortgagee"), which expression shall include its successors and assigns, with MORTGAGE COVENANTS, to secure the payment of THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS, as provided in that certain Promissory Note dated April 6, 1995 (the "Note"), and also to secure all of the covenants, conditions and agreements to said Note contained and the within mortgage contained, a certain parcel of land in SOMERVILLE, MIDDLESEX COUNTY, MASSACHUSETTS, as more particularly described in "Exhibit A" attached hereto and incorporated herein by reference (hereinafter the "Premises").

This Mortgage is upon the statutory condition and upon the further condition that all covenants and agreements on the part of the Mortgagor herein contained or herein referred to or contained in the Note shall be fully kept and performed, for any breach of which the Mortgagee shall have the statutory power of sale.

The Mortgagor covenants to pay when due all taxes, charges, assessments, water rates, sewer and use charges and other charges which may form the basis of a lien or expenses upon or in connection with the Mortgaged Premises or any interest therein or upon any of the obligations secured hereby. The Mortgagor covenants to keep the buildings and other improvements, if any, now or hereafter on the Premises insured against fire and such other casualty, casualties or contingencies as the Mortgagee may from time to time require, all such insurance policies to be deposited with, and payable in case of loss to the Mortgagee, and at no time is the face value of the insurance policy to be below the face value of the mortgages on the Premises.

The Mortgagor covenants to cause, at the request of the Mortgagee, the Mortgagee to be named as additional insured on any liability insurance policy maintained with respect to the Mortgaged Premises and further covenants to affect such liability insurance at the request of the Mortgagee, such insurance to be on such terms and on such form and for such periods and amounts as the Mortgagee shall from time to time approve or require.

The Mortgagor covenants to keep the Premises in good order, condition and repair, and further covenants that the Mortgagor will not permit or suffer any strip or waste of the Premises.

Property address: 238 Washington St., Somerville
24.75 273 Somerville Ave., Somerville
687

MSD 04/06/95 03:18:09

The Mortgagor hereby authorizes the Mortgagee to pay any taxes, charges, assessments, and water rates and other exactions of governmental authority to whomsoever laid or assessed whether the obligations secured hereby, with interest, cost and charges, accrued thereon, which may at any time be a lien upon the Premises or any part thereof, to pay any amount which may become due under any mortgage, lien or encumbrance prior in right to the Mortgage herein granted; to pay the premiums for any insurance required hereunder, to incur and pay reasonable expenses including reasonable attorneys fees, in protecting the Mortgagee's rights hereunder; to expend such sums for repairs that may be reasonably necessary to keep the Premises in good order, condition or repair; to add all amounts so paid to the principal sum secured hereby, and until repair, such amounts to bear interest at the same rate as the principal sum secured hereby; to apply to any of those purposes or to the repayment of any amount so paid by the Mortgagee any sum hereunder paid by the Mortgagor as principal, interest, taxes or otherwise.

The Mortgagor agrees and understands that in the event the said Premises shall be conveyed or transferred to another entity or if the legal or equitable title thereto shall become vested in any other person or persons or entity in any manner whatsoever, then at the option of the Mortgagee, the said Mortgage indebtedness shall immediately become due and payable. Failure to exercise this option on the part of the holder shall not constitute a waiver as to subsequent breaches or defaults.

The Mortgagor agrees that it shall not, without the prior written approval of the Mortgagee in each instance obtained voluntarily or involuntarily convey, assign, transfer, dispose of or encumber, or permit the conveyance, assignment, transfer, disposal or encumbrance of any part or all of any direct or indirect legal or beneficial interest in the Mortgagor, the Property or any of the real estate or personal property included therein.

The Mortgagor covenants that in the event the ownership of the Premises or any part thereof becomes vested in any other person but the Mortgagor, with or without consent, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the Mortgagor, deal with such successor or obligation secured hereby in the same manner as with the Mortgagor, without in any way affecting or discharging the Mortgagor's liability hereunder or the obligations hereby secured; and no forbearance on the part of the Mortgagee and no extension of the time for payment, the performance of any of the obligations of the Mortgagor as set forth herein, or other indulgences, shall operate to release, discharge, modify, change or affect the liability of the Mortgagor herein either in whole or in part.

25272426

108

In the event of redemption after foreclosure proceedings have been commenced, the Mortgagee shall be entitled to collect all costs, charges and expenses, including reasonable attorneys fees, incurred up to the time of redemption. In case of foreclosure sale, the Mortgagee shall be entitled to retain out the monies arising from such sale, all sums then secured by this Mortgage, whether then or thereafter payable, including all costs, charges or expenses, including reasonable attorneys fees, incurred or sustained by the Mortgagee by reason of any default in the performance or observance of any condition of this Mortgage.

Mortgagee is hereby authorized to apply the proceeds of any insurance recovered by reason of any loss to the satisfaction of the obligations secured hereby, whether or not this Mortgage or any of the obligations secured hereby are in default.

Included in this Mortgage as part of the real estate are all of the improvements now existing or hereafter erected and all of the following articles now or hereafter placed on the Premises or used therewith, including but not limited to portable or sectional buildings, fences, heaters, ranges, mantles, gas and electric light fixtures, refrigerators, refrigeration equipment, ventilating and air conditioning equipment, garbage incinerator receptacles and disposals, door bells, alarm systems, built-in cases, cabinets, counters and drawers, screens, screen doors, awnings and all other fixtures and equipment of every kind and nature at present contained in or on said Premises or placed therein or thereon prior to the full payment and discharge of this Mortgage.

This Mortgage is also upon the condition that if any note secured by a prior mortgage which has priority over this Mortgage is in default and/or in any way altered, amended or changed, or if the terms of payment of interest or principal therein are modified or waived in any way, or if proceedings to foreclose any mortgage which may have priority over this Mortgage are commenced, or if proceedings to foreclose any junior mortgage thereon, or to enforce any junior trust or junior lien of any kind thereon shall be instituted, or in the event of any levy or sale upon execution of other proceedings of any nature whereby the owner of said premises shall be deprived of his title or right of possession of said premises or any part thereof, then, in that event, this Mortgage and the Note which it secures shall immediately become due and payable at the option of the holder hereof.

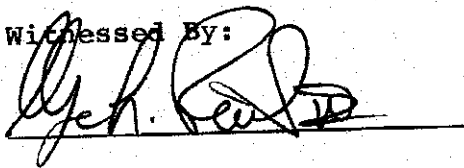
DK 25272 427

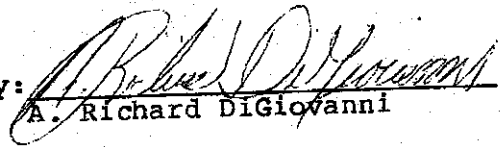
109

It is hereby agreed that this Mortgage is security for the payment of the aforesaid obligations and all other direct and contingent liabilities of the Mortgagor hereof to the holder hereof, due or to become due, whether now existing or hereafter contracted.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 6th day of April, 1995.

Witnessed By:



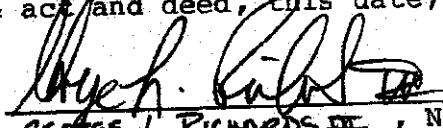
By: 
A. Richard DiGiovanni

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 6, 1995

Then personally appeared the afore-named A. RICHARD DiGIOVANNI, as aforesaid, who acknowledged the foregoing instrument to be his free act and deed, this date, before me.


GEORGE L. RICHARDS II, Notary Public

My commission expires: 12/23/99

25272-428

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EXHIBIT A

That parcel of land located in Somerville, Commonwealth of Massachusetts:

Beginning at the Northwest corner of premises, said point being the intersection of the Easterly line of Prospect Street with the Southerly line of Washington Street, thence running $S71^{\circ}-10'-13''E$, 81.71 feet along the line of Washington St.; thence $S26^{\circ}-33'-47''W$, 79.20 feet; thence $N71^{\circ}-10'-13''W$, 40.76 feet; thence $S18^{\circ}-49'-47''W$, 16.11 feet; thence $N58^{\circ}-15'-33''W$, 20.11 feet; thence $S35^{\circ}-02'-14''W$, 19.83 feet; thence $S37^{\circ}-10'-14''W$, 26.69 feet; to the Northerly line of Somerville Ave.; thence $N50^{\circ}-00'-00''W$, 49.57 feet along the line of Somerville Ave. to the Easterly line of Prospect Street; thence $N41^{\circ}-49'-57''E$, 126.62 feet along the line of Prospect Street to the Point of Beginning and including therein a Right of Way, 13 feet in width, along the Easterly property line from Washington St. to Land of Susan containing 9921 sq. ft. or 0.228 acres.

Should
be
West
See
Computer
Sketch

A portion of the above noted premises conveyed to the City of Somerville pursuant to a deed of the Southland Corporation dated June 22, 1992 and recorded with the Middlesex South Registry of Deeds in Book 22494, Page 120, is hereby deleted from the above-noted parcel.

For title see deed recorded herewith.

100

31

Location No. 30236
Somerville, MA

*Recorded
out of order
with deed
into Southland.*

QUITCLAIM DEED

THIS QUITCLAIM DEED made as of the 22nd day of June
19 92, between THE SOUTHLAND CORPORATION, a corporation duly
established under the laws of the State of Texas, and having
its principal offices at 2711 North Haskell Avenue, Dallas,
Texas 75204-2906 ("Grantor"), for and in consideration of the
sum of Ten and No/100 Dollars (\$10.00) in hand paid and other
good and valuable consideration, grants to the City of
Somerville, Massachusetts, with an address of 93 Highland
Avenue, Somerville, Massachusetts 02143 ("Grantee"), with
QUITCLAIM COVENANTS, the following described real estate
located in the City of Somerville, County of Middlesex,
Commonwealth of Massachusetts:

See Exhibit A attached hereto and made a part hereof.

BEING AND INTENDED to be a portion of the same property
conveyed to Grantor by Deed dated October 31, 1984 recorded
on March 4, 1985 in Book 16038, Page 518, in Middlesex
County Registry of Deeds Southern District, Massachusetts.

SUBJECT TO current taxes and assessments not delinquent and
taxes and assessments for subsequent years; covenants,
restrictions, reservations, rights, rights-of-way and easements
of record; zoning ordinances or statutes and building, use and
occupancy restrictions of public record.

THE PROPERTY hereby conveyed does not constitute all or
substantially all of the assets of Grantor within the
Commonwealth of Massachusetts.

IN WITNESS WHEREOF Grantor has caused its corporate seal to be
hereto affixed and these presents to be signed, acknowledged
and delivered in its name and behalf by its duly authorized
officers as of the 22nd day of June, 1992.

THE SOUTHLAND CORPORATION

Attest:

By: Larry Johnson
Assistant Secretary
(Seal)

By: Michael D. Gump
Vice President

LMJREAL259

MSD 10/14/92 12:16:42 603 25.00

B 2 2 4 9 4 P 1 2 1

101

Location No. 30236
Somerville, MA

STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

Before me, the undersigned, a Notary Public in and for such County and State, on this day personally appeared Adrian O. Evans and Lucy Johnson known to me to be the persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, respectively, of THE SOUTHLAND CORPORATION, a Texas corporation, and acknowledged to and before me that they each executed the same for the purposes and consideration therein expressed, and as the free act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of June, 1992.

Cathy Connor
Notary Public

(Notarial Seal)

My commission expires:



This deed was prepared by:

Lucy Johnson, Esq.
The Southland Corporation
2711 North Haskell Avenue
Dallas, Texas 75204-2906

Return recorded original to:

JoAnn Buckland
City of Somerville, DHEC
93 Highland Av.
Somerville, MA 02143

LMJREAL259

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Location No. 30236
Somerville, MA

EXHIBIT A

DEDICATION TO THE CITY OF SOMERVILLE

FOR

HIGHWAY PURPOSES

Beginning at the point of intersection of the southeasterly sideline of Prospect Street and the southwesterly sideline of Washington Street;

Thence running southeasterly by said southwesterly sideline of Washington Street twenty-eight and fourteen hundredths (28.14) feet to a point;

Thence turning and running by a curve to the left of thirty-seven and five hundredths (37.05) feet radius on land now or formerly of Southland Corporation forty-four and twenty hundredths (44.20) feet to a point;

Thence turning and running northwesterly still by land now or formerly of said Southland Corporation two and ninety hundredths (2.90) feet to a point on the southeasterly sideline of Prospect Street;

Thence turning and running northeasterly by said southeasterly sideline of Prospect Street twenty-four and four hundredths (24.04) feet to the point of beginning.

Containing an area of one hundred eighty-two (182) square feet, more or less.

FILED
MAY 10 2010
SOMERVILLE, MA

D2 PARCEL DEEDS



2013 00112/68

Bk: 61890 Pg: 47 Doc: TAKE
Page: 1 of 11 05/29/2013 12:31 PM

111

**SOMERVILLE REDEVELOPMENT AUTHORITY
ORDER OF TAKING
May 29, 2013**

WHEREAS, the Somerville Redevelopment Authority (hereinafter sometimes called the "Authority") is a public body and corporate, duly organized and existing pursuant to the provisions of Chapter 121B of the Massachusetts General Laws ("Chapter 121B") with offices at 93 Highland Avenue, Somerville, Massachusetts; and

WHEREAS the Authority, in pursuance of its powers as set forth in Chapter 121B and every other power thereunto enabling, has, after a public hearing duly held after the required notice, determined that the area within the City of Somerville known and referred to as the Union Square Urban Renewal Area, as amended, (hereinafter referred to as the "Project Area") constitutes a decadent area as defined in Section 1 of Chapter 121B, and has further determined that an urban renewal project for the Project Area ought to be undertaken in said City; and

WHEREAS, the Authority has approved and adopted an Urban Renewal Plan, as defined in Chapter 121B for the redevelopment of the Project Area (said Plan and the amendments being hereinafter referred to as the "Urban Renewal Plan"); and

WHEREAS, the Urban Renewal Plan has been duly approved by the City of Somerville Board of Aldermen, the Somerville Planning Board has made appropriate findings in connection with the Urban Renewal Plan, and The Commonwealth of Massachusetts' Department of Housing and Community Development has made certain findings required by law and has duly approved the Urban Renewal Plan; and

WHEREAS the Authority has identified certain properties within the Project Area for acquisition under the Urban Renewal Plan; and

WHEREAS the Authority has made every reasonable effort to acquire the identified properties by negotiated purchase from the affected owners; and

WHEREAS in carrying out such negotiations, the Authority has determined that the eminent domain taking of the properties is necessary and reasonably required to carry out the purposes of Chapter 121B and the Plan; and

WHEREAS security has been provided for the payment of such damages as may be awarded to the respective owners of the properties and other parties having an interest in the properties, as required by the provisions of Massachusetts General Laws Chapter 79, Section 40;

*Eileen M'Gortigan, Esq.
OSPCD
Somerville City Hall
93 Highland Ave
Somerville MA 02143*

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NOW, THEREFORE, it is ORDERED that the SOMERVILLE REDEVELOPMENT AUTHORITY, acting under the provisions of Sections 11(d) of Chapter 121B, and all other authority thereunto enabling, and pursuant to the applicable provisions of Massachusetts General Laws, Chapter 79, as amended, and of any and every power and authority to it, granted or implied, hereby takes for itself in fee simple by eminent domain for the purposes hereinbefore set forth, all those parcels of land set forth more particularly in Exhibit A, attached hereto and made a part hereof. The owners set forth in Exhibit A are presumed by the Authority to be correct and are based on the Authority's opinion and belief.

Except as provided herein, said taking is made in fee simple together with any and all easements and appurtenant rights, including trees, buildings, and other structures standing upon or affixed thereto and including the interests of the owners, if any, in all public and private streets, highways, and public and private ways within or adjacent to the property taken. Excepting from the rights herein taken are any rights of the Massachusetts Bay Transportation Authority in and to the property, and any and all easement for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewerage, gas, oil, steam, electricity and telephone communication and other utilities now lawfully in or upon the property taken. The taking is also made subject to the terms and conditions of a Notice of Activity and Use Limitation dated September 27, 2011 and recorded with the Middlesex South Registry of Deeds in Book 57536, Page 477 to which a portion of the property acquired remains subject.

AND FURTHER ORDERED that, in accordance with the provisions of Massachusetts General Laws, Chapter 79, Section 6, as amended, awards are made by the Authority for damages sustained by the owner or owners of each property and all other persons, including all mortgagees of record, having any and all interest in the property taken and entitled to any damages by reason of the taking hereby made. Such awards shall include taxes legally owed by the Authority pursuant to M.G.L. c. 79, §12 and any interest accruing between the date of taking and the date of payment. The Authority reserves the right to amend the awards at any time prior to payment for good cause shown.

AND FURTHER ORDERED that the Chairman of the Somerville Redevelopment Authority shall cause this Order of Taking to be recorded with the Middlesex South Registry of Deeds in Cambridge, MA, and shall notify the Treasurer and Collector of Taxes in the City of Somerville of the taking in accordance with M.G.L. c. 79, §7F. An original vote of the Somerville Redevelopment Authority authorizing the actions herein is attached as Exhibit B hereto and made a part hereof.

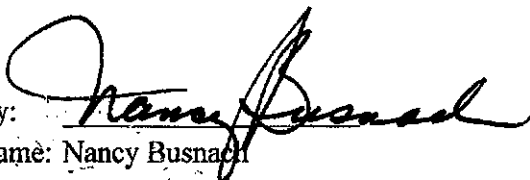
[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Chairman of the Somerville Redevelopment Authority, duly authorized, has caused the corporate seal of the Authority to be hereto affixed and this Order of Taking to be signed in the name and on behalf of the Somerville Redevelopment Authority.

DATED at Somerville this 29 day of May 2013.


SOMERVILLE REDEVELOPMENT AUTHORITY

By: 
Name: Nancy Busnach
Its: Chairman
[SEAL]

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 29 day of May, 2013, before me, the undersigned Notary Public, personally appeared the above-named Nancy Busnach, as Chairman of the Somerville Redevelopment Authority, and proved to me by my own knowledge of the identity of the signatory to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily in such capacity for its stated purpose.


Notary Public
My Commission Expires: 1/27/2017

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**EXHIBIT A
PROPERTIES ACQUIRED BY EMINENT DOMAIN**

Parcel 1 (MBL: 82-I-1)

— 26-28 Prospect Street, Somerville, MA

All of the land and improvements thereon described in a deed from James M. Kiley and Margaret S. Kiley to Francis Fahey dated June 30, 1987 and recorded with the Middlesex South District Registry of Deeds at Book 18281, Page 165. ✓

The supposed owner of Parcel 1 is Francis Fahey, 30 Prospect Street, Somerville, MA 02143.

Parcel 2 (MBL: 82-I-2)

— 30 Prospect Street, Somerville, MA

All of the land and improvements thereon described in a deed from Mildred R. Fahey to Francis X. Fahey dated September 23, 1977 and recorded with the Middlesex South District Registry of Deeds at Book 13294, Page 379. ✓

The supposed owner of Parcel 2 is Francis X. Fahey, 30 Prospect Street, Somerville, MA 02143.

Parcel 3 (MBL: 82-D-5)

4 Milk Place, Somerville, MA

All of the land and improvements thereon described in a deed from Jonathan Davey to Antonia Shelzi dated May 10, 2006 and recorded with the Middlesex South Registry of Deeds at Book 47424, Page 325. ✓

The supposed owner of Parcel 3 is Antonia Shelzi, P.O. Box 440320, Somerville, MA 02144.

Parcel 4 (MBL: 82-D-20, 82-D-21, 82-D-38)

49-51 Allen Street, Somerville, MA ✓

All of the land and improvements thereon described in

(i) a deed from Brenton W. Oakes, Trustee of P.C. Realty Trust to Raffi Chapian and Armen Mahserejian, Trustees of 49-51 Allen Street Realty Trust dated December 24, 1998 and recorded with the Middlesex South Registry of Deeds at Book 29581, Page 65; and ✓

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(ii) a deed from Northern Artery Associates Limited Partnership to Raffi Chapian and Armen Mahserejian, Trustees of 49-51 Allen Street Realty Trust dated January 27, 1999 and recorded with the Middlesex South Registry of Deeds at Book 29941, Page 27. ✓

The supposed owners of Parcel 4 are Raffi Chapian and Armen Mahserejian, Trustees of 49-51 Allen Street Realty Trust, 60 Kilmarnock Street, Boston, MA 02215.

Parcel 5 (MBL: 82-D-23, 82-D-25, 82-D-29, 82-D-30)

✓ 40 Bennett Street, Somerville, MA

All of the land and improvements thereon described in:

- (i) a deed from Joseph Grossman, Trustee dated October 29, 1948 and recorded with the Middlesex South Registry of Deeds in Book 7358, Page 542;
- (ii) a deed from Isabel M. Kimball to Prospect Iron & Steel Corp. dated June 11, 1956 and recorded with the Middlesex South Registry of Deeds in Book 8742, Page 102; and
- (iii) a deed from Prospect Waste Paper Corp. to Prospect Iron & Steel Corp. dated April 7, 1962 and recorded with the Middlesex South Registry of Deeds in Book 10016, Page 34. ✓

Parcel 5 is more particularly shown on as Lot A, Lot E, Lot F, and Lot G on a plan of land entitled "PROSPECT ST. & BENNET ST. SOMERVILLE, MA", prepared by Coneco Engineers, Scientists & Surveyors, dated April 26, 2011, and recorded with the Middlesex South Registry of Deeds as Plan No. 520 of 2011 (hereinafter referred to as the "Property Plan").

The supposed owner of Parcel 5 is Prospect Iron & Steel Corp., 40 Bennett Street, Somerville, MA.

Parcel 6 (MBL: 82-D-24, 82-D-26, 82-D-27)

Northeasterly Side of Prospect Street (numbered 50R-52 Prospect on City of Somerville Assessors' Map), Somerville MA

All of the land and improvements thereon described in:

- (i) a deed from Prospect Iron & Steel Corp. to Green BCD, Inc. dated August 3, 2011 and recorded with the Middlesex South Registry of Deeds in Book 57252, Page 445, and
- (ii) a deed from M&S Bennett Services Corp. to Green BCD, Inc. dated August 3, 2011 and recorded with the Middlesex South Registry of Deeds in Book 57252, Page 447. ✓

Parcel 6 is more particularly shown on as Lot B, Lot C, and Lot D on the Property Plan.

25

✓
The supposed owner of Parcel 6 is Green BCD, Inc., 40 Bennett Street, Somerville, MA.

Parcel 7 (MBL: 82-I-3) ✓

Westerly Side of Bennett Street (numbered 19-25 Bennett Street on City of Somerville Assessors' Map), Somerville, MA

All of the land and improvements thereon described in a deed from M & S Bennett Services Corp. to Yellow L. Inc. dated August 3, 2011 and recorded with the Middlesex South Registry of Deeds in Book 57252, page 450. ✓

Parcel 7 is more particularly shown on as Lot L on the Property Plan.

✓
The supposed owner of Parcel 7 is Yellow L, Inc., 40 Bennett Street, Somerville, MA.

Parcel 8 (MBL: 82-I-6, 82-I-7) ✓

Northerly and Westerly Side of Bennett Street (numbered 36-38 Prospect Street on City of Somerville Assessors' Map), Somerville MA

All of the land and improvements thereon described in a deed from M & S Bennett Services Corp. to Pink MN, Inc. dated August 3, 2011 and recorded with the Middlesex County Registry of Deeds in Book 57252, Page 452. ✓

Parcel 8 is more particularly shown on as Lot M and Lot N on the Property Plan.

✓
The supposed owner of Parcel 8 is Pink MN, Inc., 40 Bennett Street, Somerville, MA.

Parcel 9 (MBL 82-I-5) ✓

Northeasterly Side of Prospect Street (numbered 34 Prospect Street on City of Somerville Assessors Map), Somerville, MA

All of the land and improvements thereon described in a deed from M & S Bennett Services Corp. to Orange O, Inc. dated August 3, 2011 and recorded with the Middlesex South Registry of Deeds in Book 57252, Page 455. ✓

Parcel 9 is more particularly shown on as Lot O on the Property Plan.

✓
The supposed owner of Parcel 9 is Orange O, Inc., 40 Bennett Street, Somerville, MA.

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Parcel 10 (MBL 82-I-4) ✓

Northeasterly Side of Prospect Street (numbered 32 Prospect Street on City of Somerville Assessors Map), Somerville, MA

All of the land and improvements thereon described in a deed from M & S Bennett Services Corp. to Blue P, Inc. dated August 3, 2011 and recorded with the Middlesex South District Registry of Deeds in Book 57252, Page 457. ✓

Parcel 10 is more particularly shown on as Lot P on the Property Plan.

↖
The supposed owner of Parcel 10 is Blue P, Inc., 40 Bennett Street, Somerville, MA.

Parcel 11 (MBL 82-D-31, 82-D-32, 82-D-33)

20 Bennett Street, 27 Bennett Street, 56 Prospect Street, Somerville, MA

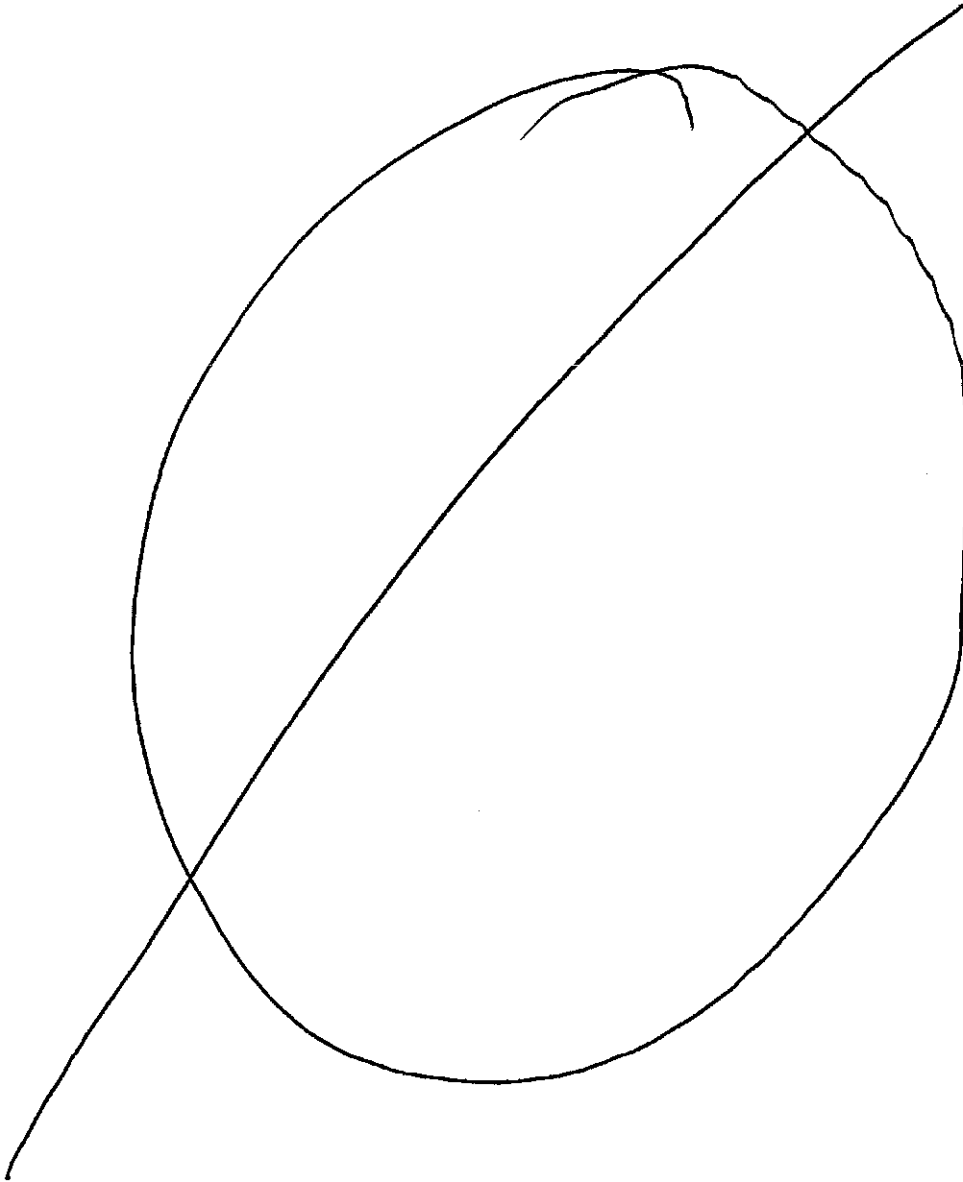
All of the land and improvements thereon described in a deed from Max Schertzer, Pearl Schertzer, Harry Schertzer, Diane Schertzer, and Edward Schertzer to M & S Bennett Services Corp. dated May 1, 1997 and recorded with the Middlesex South Registry of Deeds in Book 27275, Page 473. ✓

Parcel 11 is more particularly shown on as Lot H, Lot J, and Lot K on the Property Plan.

↖
The supposed owner of Parcel 11 is M & S Bennett Services Corp., 32 Prospect Street, Somerville, MA.

[END OF EXHIBIT A]

EXHIBIT B
VOTE OF SOMERVILLE REDEVELOPMENT AUTHORITY





RESOLUTION OF THE
SOMERVILLE REDEVELOPMENT AUTHORITY
May 2, 2013

The undersigned hereby certifies that, in a duly noticed meeting of the Somerville Redevelopment Authority, at which a quorum of members were present and voting, it was moved, seconded, and unanimously voted that:

- WHEREAS, the Board has approved an urban renewal plan entitled the "Union Square Revitalization Plan" dated October 2012 (the "Urban Renewal Plan"), which provides for the acquisition, clearance, redevelopment and/or rehabilitation of decadent areas in the City of Somerville;
- WHEREAS, the Massachusetts Department of Housing and Community Development ("DHCD") approved the Urban Renewal Plan in accordance with the requirements of M.G.L. c. 121B by letter dated November 19, 2012;
- WHEREAS, in accordance with the Urban Renewal Plan, the Board plans to acquire twenty-three (23) parcels of land, shown as Block A-2 on Map 12.02 (1)(g) Parcels to Be Acquired ("Acquisition Parcels") in the Urban Renewal Plan, such parcels to be acquired either by negotiated purchase or by eminent domain;
- WHEREAS, at its meeting on April 4, 2013, the Board voted to authorize the acquisition of the Acquisition Parcels by eminent domain pending DHCD approval and such other regulatory approvals as are necessary and appropriate; and
- WHEREAS, pursuant to G.L. c. 79, §3, a vote to acquire property by eminent domain lapses if the Order of Taking for such acquisition is not recorded within thirty (30) days of the date such vote is taken; and
- WHEREAS, Orders of Taking for the Acquisition Parcels will not be recorded prior to the expiration of the thirty (30) period;

NOW, THEREFORE, it is hereby:

VOTED: if, after making every reasonable effort, a purchase price cannot be negotiated, to adopt an Order of Taking for each of the Acquisition Parcels set forth below; and to authorize its Chairman Nancy Busnach and/or its Secretary Iwona Bonney to execute and to record the Orders of Taking in the Middlesex South District Registry of Deeds; and to authorize its Chairman Nancy Busnach to forward all notices of such takings as may be necessary or appropriate and to make payments of the award, together with interest earned thereon as required by M.G.L. c. 79. §37 to those entitled thereto in accordance with state law; and it is further

VOTED: to certify that the taking in fee simple of the Acquisition Parcels is necessary and reasonably required in order to carry out the purposes set forth in the Urban Renewal Plan and M.G.L. c. 121B.

<u>Property Address</u>	<u>Assessors' ID</u>	<u>USRP ID</u>	<u>Land S.F.</u>	<u>Supposed Owner</u>
4 Milk Place	MBL 82-D-5	A-2-7 D-2-7	1,520	Antonia Shelzi
26-30 Prospect St.	MBL 82-I-1	A-2-1 D-2-1	8,020	Francis X. Fahey
	MBL 82-I-2	A-2-2 D-2-2		
40 Bennett St.	MBL 82-D-23	A-2-5-1 D-2-5-1	47,604	Prospect Iron & Steel Corp.
	MBL 82-D-25	A-2-5-3 D-2-5-3		
	MBL 82-D-29	A-2-5-4 D-2-5-4		
	MBL 82-D-30	A-2-5-5 D-2-5-5		
51 Allen St.	MBL 82-D-20	A-2-6-1 D-2-6-1	31,761	49-51 Allen Street Realty Trust
	MBL 82-D-21	A-2-6-2 D-2-6-2		
	MBL-82-D-38	A-2-6-3 D-2-6-3		
50 Prospect St.	MBL 82-D-24	A-2-5-2 D-2-5-2	12,585	Green BCD, Inc.
	MBL 82-D-26	A-2-4-1 D-2-4-1		
	MBL 82-D-27	A-2-4-2 D-2-4-2		
	MBL 82-D-31	A-2-3-6 D-2-3-6	10,843	M&S Bennett Services Corp.
	MBL 82-D-32	A-2-3-7 D-2-3-7		
	MBL 82-D-33	A-2-3-8 D-2-3-8		
	MBL 82-I-4	A-2-3-3 D-2-3-3	2,340	Blue P, Inc.
	MBL 82-I-5	A-2-3-4 D-2-3-4	5,820	Orange O, Inc.

21

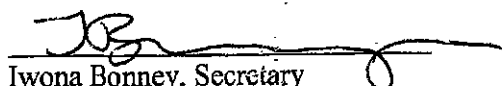
	MBL 82-I-6	A-2-3-1 D-2-3-1	30,472	Pink MN, Inc.
	MBL 82-I-7	A-2-3-5 D-2-3-5		
	MBL 82-I-3	A-2-3-2 D-2-3-2	2,252	Yellow L, Inc.
42 Prospect St.	MBL 82-D-28	A-2-11 D-2-11	3,150	City of Somerville
Prospect St.	MBL 82-D-1	A-2-10 D-2-10	7,475	

And it is further

VOTED: that all other votes taken at the April 4, 2013 meeting, including but not limited to: (i) authorizing City staff, including outside counsel, to negotiate with the respective property owners; (ii) depositing appropriate security with the Mayor of the City of Somerville as required under G.L. c. 79, §40; (iii) obtaining DHCD approval of the purchase prices for the Acquisition Parcels and such other approvals as are necessary and appropriate for the implementation of the Urban Renewal Plan; and (iv) authorizing use and occupancy charges as deemed appropriate shall remain in full force and effect and are hereby ratified; and it is further

VOTED: to authorize its Chairman, Nancy Busnach, or its Secretary, Iwona Bonney, for and on behalf of the Board and in its name, to prepare, execute, acknowledge, file, record, ratify, confirm and deliver, under seal if required or desirable, all such deeds, agreements, certificates, notices, instruments and other documents, and to take all such other actions, as either of them may deem necessary or desirable to give effect to, or otherwise carry out the purposes of, the foregoing Votes, any negotiated purchases, Orders of Taking; and that the execution, acknowledgement, filing, recording, ratification, confirmation or delivery of any such agreement, certificate, instrument or document, or the taking of any such action, by the Chairman or Secretary shall be conclusive evidence of its having been authorized by these Votes; and that all actions taken for and on behalf of the Board and in its name by the Chairman or Secretary before the date hereof which would be authorized if taken after the adoption of the foregoing Votes be, and they hereby are, and each of them hereby is, approved, adopted, ratified and confirmed.

ATTEST:


 Iwona Bonney, Secretary
 May 2, 2013

6

3L
7.5

QUITCLAIM DEED

SOMERVILLE AVENUE, LLC, a Massachusetts Limited Liability Company, of Norwood, Massachusetts for consideration paid of Nine Hundred Fifty Thousand (\$950,000.00) Dollars grant to SOMERVILLE REDEVELOPMENT AUTHORITY of Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 with quitclaims covenants

The eight parcels of land with the buildings thereon now known as and numbered 264-266 Somerville Avenue, 14 Allen Street, 9-10 Milk Place, 8-9-14 Bennett Street and 20-22 Prospect Street, all in Somerville, Middlesex County, Commonwealth of Massachusetts. Said parcels are more particularly described in Exhibit A hereto which is incorporated herein.

Said premises are conveyed subject to and with the benefit of easements, restrictions, reservations and rights of way of record so far as the same are now in force and applicable.

Meaning and intending to convey the premises described in the deed to Grantor dated July 10, 1999 and recorded with the Middlesex South Registry of Deeds in Book 30450, Page 029.

WITNESS, my hand and seal this 28th day of February, 2002.

SOMERVILLE AVENUE, LLC

By:

M. Joseph Celi

M. JOSEPH CELI

Its duly authorized officer

MSD 02/28/02 03:11:13 1418 46.00

LOCUS: 264-266 SOMERVILLE AVE, SOMERVILLE MA 02143

EXHIBIT A

Eight certain parcels of land in said Somerville with the buildings thereon, being bounded and described as follows:

FIRST PARCEL

Being lot numbered 4 and a portion of lot numbered 5 on a plan entitled "Plan of Land in Somerville belonging to Hannah Bennett and the heirs of Clark Bennett" dated November 1, 1882, and recorded with Middlesex South District Deeds, Plan Book 54, Plan 42, bounded and described as follows:

- NORTHWESTERLY: by Bennett Street ninety-one and 50/100 (91.50) feet;
- NORTHEASTERLY: by lot numbered 3 on said plan thirty-nine and 00/100 (39.00) feet;
- SOUTHEASTERLY: by land of owners unknown one hundred and 85/100 (100.85) feet;
- SOUTHWESTERLY: by a line parallel to and distant sixteen and 13/100 (16.31) feet northeasterly from the southwesterly boundary line of said lot numbered 5 on said plan, fifty-two and 5/10 (52.5) feet.

Containing 4,226.7 sq. ft. according to said plan.

SECOND PARCEL

Being portions of lots numbered 9, 4, and 3 on plan entitled "Plan of House Lots belonging to Benjamin F. Allen, Somerville" dated May, 1864, and recorded with Middlesex South District Deeds in Plan Book 14, Plan 55, being bounded and described as follows:

- EASTERLY: By Lots numbered 1 and 2 on a plan entitled "Somerville, Mass. Plan of Land numbered 9-11 Allen Street" recorded with said Deeds in Plan Book 348, Plan 6, fifty-seven (57) feet;
- SOUTHWESTERLY: By lot numbered 10 on said first mentioned Plan seventy-four (74) feet;
- WESTERLY: On Middle line of Miller's Creek, fifty (50) feet;
- NORTHEASTERLY: By lot numbered 2 on said first named plan 10 feet and 4 inches;
- NORTHWESTERLY: By said lot numbered 2, seven (7) feet, more or less;
- NORTHERLY: By remaining portions of lots numbered 3 and 4 on said first mentioned plan, sixty-eight (68) feet, more or less.

Containing 4,270 sq. ft., more or less.

THIRD PARCEL

A certain parcel of land with the buildings thereon in said Somerville, being part of lot numbered 17 on a plan of land belonging to Hannah Bennett and heirs of Clark Bennett, dated November 1, 1882 and recorded with Middlesex Registry of Deeds in Plan Book 54, Plan 42, said parcel being bounded and described as follows:

- SOUTHWESTERLY: By lot numbered 18 on said plan, twenty-six and 30/100 (26.30) feet;
- EASTERLY: By Bennett Street, forty-nine and 6/100 (49.6) feet;
- NORTHEASTERLY: By Bennett Street, by a curved line shown on said Plan, fourteen (14) feet;
- NORTHWESTERLY: By remaining portions of said lot 17, fifty-six and 6/10 (56.8) feet.

Containing 909 sq. ft. more or less.

FOURTH PARCEL

The land with the buildings thereon in said Somerville bounded

- WESTERLY: By Bennett Street,
- NORTHWESTERLY: By land of Saccocea,
- NORTHEASTERLY: By land of Marchillo and land of Flynn,
- EASTERLY: By land of said Flynn and land of Donnelly, and
- SOUTHEASTERLY: By other land of said Donnelly.

FIFTH PARCEL

A certain parcel of land with all buildings thereon situated at and now numbered 20-2 Prospect Street, in Somerville, County of Middlesex and Commonwealth of Massachusetts, being lot #1 on plan entitled "Plan of Land in Somerville belonging to Hannah Bennett and to the Heirs of Clark Bennett" dated November 1, 1882, and recorded with Middlesex South District Deeds, plan book 54, plan 42, bounded and described as follows:

- NORTHWESTERLY by Prospect Street, sixty-three and 8/10 (63.8) feet;
- SOUTHWESTERLY by Bennett Court, eighty-five and 76/100 (85.76) feet;

SOUTHEASTERLY by lot #2 on said plan and by land now or late of George C. Bonner, sixty-three (63) feet; and

NORTHEASTERLY by land now or late of the City of Somerville, eighty-five and 60/100 (85.60) feet.

Containing according to said plan 5431 square feet of land.

SIXTH PARCEL

A certain parcel of land with the buildings thereon situated in said Somerville, being shown as Lot 3 on a Plan recorded with Middlesex South District Deeds, Book of Plans 342, Plan 16, bounded and described as follows:

NORTHEASTERLY by Milk Place and Lot 2 on said Plan, thirty-six and 11/100 (36.11) feet;

SOUTHEASTERLY by Lot 2 on said Plan, six and 07/100 (6.07) feet;

NORTHEASTERLY again, by said Lot 2, nine and 83/100 (9.83) feet;

SOUTHEASTERLY Again, by land now or late of Coliten, sixty-four and 09/100 (64.09) feet;

SOUTHERLY by land now or late of McEeon, ten and 32/100 (10.32) feet;

WESTERLY by land now or late of Bassett, forty-five and 71/100 (45.71) feet;

SOUTHWESTERLY by said Bassett Land, eleven and 53/100 (11.53) feet;

WESTERLY again, BY Lot 4 on said Plan, thirty-two and 33/100 (32.33) feet.

SEVENTH PARCEL

The land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, being shown as Lot No. 5 on a plan entitled, "Plan of Land in Somerville, Mass." by Charles J. Elliott Engineer and Surveyor, dated August 21, 1924, recorded with Middlesex South District Deeds, Book of Plans 342, bounded and described as follows:

NORTHEASTERLY by Somerville Avenue, 39.50 feet;

SOUTHEASTERLY by Milk Place, as shown on said plan, 66 feet;

SOUTHWESTERLY by lot 4, on said plan, 41.35 feet; and

NORTHEASTERLY by land of the City of Somerville, 66.03 feet.

Containing 2,668 square feet of land.

35

Together with and subject to the right to use the said Milk Place throughout its entire extent in common with the owners and occupants for the time being of lots 2-3-4 and 5.

✓ EIGHT PARCEL

A certain parcel of land with the buildings thereon being at present numbered 9 Milk Place, Somerville, Middlesex County, Massachusetts, being shown as Lot 4 on a plan recorded with Middlesex South District Deeds in Plan Book 342, Plan 16, bounded and described as follows:

SOUTHEASTERLY	by Milk Place, eighteen and 35/100 (18.35) feet;
NORTHEASTERLY	by Milk Place, four and 45/100 (4.45) feet;
EASTERLY	by Lot 3 on said plan, thirty-two and 33/100 (32.33) feet;
SOUTHWESTERLY	by land now or formerly of Bassett, fifty-two and 35/100 (52.35) feet;
NORTHWESTERLY	by land now or formerly of Cary and partly by land of the City of Somerville, forty-seven and 27/100 (47.27) feet;
NORTHEASTERLY	again by Lot 5 on said plan, forty-one and 35/100 (41.35) feet.

Containing 2259 square feet of land. Be all said measurements more or less or however otherwise bounded or described.

Together with and subject to the right to use said Milk Place throughout its entire extent in common with the owners and occupants for the time being of Lots 1, 2, 3, and 5.

For references to title see the following deeds to James M. Kiley and Margaret S. Kiley, deed dated November 16, 1966 recorded in Book 11254, Page 382, deed dated November 16, 1966 recorded in Book 11254, Page 370, deed dated April 14, 1967 recorded in Book 11311, Page 449 and deed dated December 31, 1969 recorded in Book 11787, Page 343; see the following deeds to James M. Kiley, deed dated January 16, 1951 recorded in Book 7698, Page 106 and deed dated April 27, 1966 recorded in Book 20259, Page 581; and see Estate of James M. Kiley, Middlesex Probate and Family Court Case No. 89P1535E.

Re: prob. 1, 2, 3

prob. 6 ???

Death cert. 16

Being the same premises conveyed to Grantor by deed recorded with the Middlesex South Registry of Deeds in Book 30450, Page 029.

pd. 4
pd. 7
pd. 5

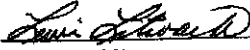
pd. 8 T/R 11100/241

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

February 26, 2002

Then personally appeared the above-named M. Joseph Celi, and acknowledged the foregoing instrument to be his free act and deed on behalf of GZA GeoEnvironmental, Inc., before me



 Notary Public
 My commission expires: LEWIS S. LITWACK
 Notary Public
 My Commission Expires
 November 5, 2004

FEB 26 81 AM 10 45 0956E-25725

BK 14224 PG 180

R20.25
6'
25.25'

Registered Land Division

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

---0000000---

Somerville
Layout No. 6464
and Order of Taking

WHEREAS, that portion of the existing location of Prospect Street, across the Massachusetts Bay Transportation Authority Right-Of-Way, in the City of Somerville, County of Middlesex, became State highway under the provisions of Chapter 634 of the Acts of 1971 as amended by Chapter 387 of the Acts of 1975; and

WHEREAS, it now appears advisable to make certain changes in the location of said State Highway;

NOW, THEREFORE, acting under the provisions of Chapter 81 of the General Laws, as appearing in the Tercentenary Edition thereof, and acts in amendment thereof and in addition thereto, the Department of Public Works adjudges that public necessity and convenience require that the Commonwealth should alter the location of said State Highway and should lay out and take charge of said way as altered, as hereinafter described.

The alteration consists of widening and establishing a location for said State highway and is more fully described as follows:

The baseline of location for the alteration is the Boston and Maine centerline of location and begins at a point, shown on plan as station 105 + 00.00, thence by a curve to the right of 2491.30 foot radius, 17.70 feet; thence north 54° - 29' - 06" west 182.30

SEE PLAN IN RECORD BOOK 14224 PAGE 181

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In Somerville

Page 2

feet to the point of ending thereof, shown on plan as station 107 + 00.00.

Auxiliary baseline "A" begins at a point shown on the plan hereinafter referred to as station 0 + 00.00, said point being identical with station 105 + 82.52 of the main baseline hereinbefore described, and extends thence north $26^{\circ} - 51' - 00''$ east 500.00 feet to the point of ending thereof, shown on plan as station 5 + 00.00.

The location line of the State highway, as hereby altered and laid out, begins at a point bearing south $35^{\circ} - 30' - 54''$ west and being 46.75 feet distant from station 105 + 39.99 of the main baseline, hereinbefore described, and extends thence north $54^{\circ} - 29' - 06''$ west 60.69 feet to a point bearing south $35^{\circ} - 30' - 54''$ west and being 46.75 feet distant from station 106 + 00.69 of said main baseline; thence north $26^{\circ} - 51' - 00''$ east 16.94 feet to a point bearing south $35^{\circ} - 30' - 54''$ west and being 30.00 feet distant from station 106 + 03.24 of said main baseline; thence north $54^{\circ} - 29' - 06''$ west 20.00 feet to a point bearing south $35^{\circ} - 30' - 54''$ west and being 30.00 feet distant from station 106 + 23.24 of said main baseline; thence north $26^{\circ} - 51' - 00''$ east 47.55 feet to a point bearing north $35^{\circ} - 30' - 54''$ east and being 17.00 feet distant from station 106 + 30.40 of said main baseline; thence south $54^{\circ} - 29' - 06''$ east 20.00 feet to a point bearing north $35^{\circ} - 30' - 54''$ east and being 17.00 feet distant from station 106 + 10.40 of said main baseline; thence north $26^{\circ} - 51' - 00''$ east 20.21 feet to a point bearing north $35^{\circ} - 30' - 54''$ east and being 36.98 feet distant from station 106 + 13.45 of

said main baseline; thence north $56^{\circ} - 16' - 30''$ east 60.43 feet to a point bearing north $35^{\circ} - 30' - 54''$ east and being 38.87 feet distant from station 105 + 53.04 of said main baseline; thence south $27^{\circ} - 16' - 09''$ west 86.61 feet to the point of beginning.

The location lines of the State highway altered and laid out as hereinbefore described is to be further defined by bounds set thereon at angle points, where feasible.

In connection with the alteration and laying out of the State highway hereinbefore described, it is necessary to lay out two sections of highway in behalf of the City of Somerville and said sections of highway are hereby so laid out under the provisions of Chapter 448 of the Acts of 1948. Said sections of highway being shown as Section 1 and Section 2 on the plan hereinafter referred to and are more fully described as follows:

SECTION 1

The first section of highway hereby laid out in behalf of the City of Somerville establishes a location for the widening of a portion of Prospect Street, on the northerly side thereof, bounded by the northerly street line of Prospect Street and by lines described as follows:

The location line of Section 1 of the City highway as hereby laid out begins at a point on the existing northerly street line of Prospect Street, said point bearing north $63^{\circ} - 09' - 00''$ west and being 25.00 feet distant from station 1 + 70.38 of auxiliary baseline "A" hereinbefore described and extends thence, leaving said street line, north $60^{\circ} - 31' - 20''$ west 45.00 feet to a point bearing north

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in Somerville

Page 4

63° - 09' - 00" west and 69.95 feet distant from station 1 + 72.44 of said auxiliary baseline "A"; thence north 26° - 51' - 08" east 88.67 ± feet to a point bearing north 63° - 09' - 00" west and 69.95 feet distant from station 2 + 61.12 ± of said auxiliary baseline "A"; thence south 65° - 51' - 15.8" east 45.00 feet to the point of ending thereof, again on the existing northerly street line of Prospect Street, said point bearing north 63° - 09' - 00" west and being 25.00 feet distant from station 2 + 63.24 ± of said auxiliary baseline "A".

SECTION 2

The second section of highway hereby laid out in behalf of the City of Somerville establishes a location for the widening of a portion of Prospect Street, on the southerly side thereof, bounded by the southerly street line of Prospect Street and by the lines described as follows:

The location line of Section 2 of City highway as hereby laid out begins at a point on the existing southerly street line of Prospect Street, said point bearing south 63° - 09' - 00" east and being 25.00 feet distant from station 2 + 54.69 of auxiliary baseline "A" hereinbefore described and extends thence, leaving said street line, south 63° - 09' - 00" east 90.00 feet to a point bearing south 63° - 09' - 00" east and 115.00 feet distant from station 2 + 54.69 of said auxiliary baseline "A"; thence south 26° - 51' - 00" west 74.66 feet to a point bearing south 63° - 09' - 00" east and 115.00 feet distant from station 1 + 80.03 of said auxiliary baseline "A"; thence north 63° - 21' - 59.2" west 90.00 feet to

the point of ending thereof, again on the existing southerly street line of Prospect Street, said point bearing south $63^{\circ} - 09' - 00$ east and being 25.00 feet distant from station $1 + 79.69$ of said auxiliary baseline "A".

The location lines of the sections of City highway laid out as hereinbefore described are to be further defined by bounds set thereon at angle points, where feasible.

Easements are hereby taken in parcels of land shown on the plan, hereinafter referred to, as parcels 11-W-1 to 11-W-6 inclusive, for the purpose of constructing a retaining wall and consists of the right to enter upon said land at any time and to construct thereon a retaining wall or to maintain the wall.

Easements are hereby taken in parcels of land shown on the plan, hereinafter referred to, as Parcels 11-TE-1 to 11-TE-8 inclusive, for the purpose of effecting the necessary construction within said parcels, and consist of the right to enter upon said land at any time during the effective period of the easements and complete the work appurtenant thereto.

Said easements are temporary in nature and are to be in effect only until such time as the aforesaid purpose for which they have been taken shall have been accomplished, but in no event shall they be in effect for more than three years from the date of this instrument.

For the purpose of laying out, constructing and maintaining said State highway hereinbefore described and the existing City highway the Department of Public Works, on behalf of the City of Somerville, does hereby take in fee simple, under the provisions of Chapter 70 of the General Laws, and of all other general or

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in Somerville

special laws thereto enabling, Parcels 11-1-C, 11-3-C, and 11-4-C, shown on the plan hereinafter referred to, including all trees and structures thereon (not, however, including poles, towers, lines, wires, cables and other appurtenances for the conveyance of electricity and telephone communication), situated in the City of Somerville, County of Middlesex, excepting from the rights herein taken all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewage, gas, oil and electricity and for telephone communication now lawfully in or upon said premises hereby taken, and all lawful rights of the public to use those parts of the public way or ways in the City of Somerville which are included in the foregoing description.

The State highway hereby altered and laid out, and the aforesaid takings are shown on a plan signed by the Chief Engineer and signed by the Department of Public Works and on file in its office, said plan being entitled:

THE COMMONWEALTH OF MASSACHUSETTS
 PLAN OF ROAD IN THE CITY OF
 SOMERVILLE
 MIDDLESEX COUNTY

Altered and laid out as a State highway by the

DEPARTMENT OF PUBLIC WORKS

February 11, 1981

Scale: 20 feet to the inch,

an attested copy of which is to be recorded with this Order of Layout and Taking in the Registry of Deeds for Middlesex County, at Cambridge.

One parcel of land included in the aforesaid description is registered land and is shown on the plan hereinbefore referred to as Parcel 11-W-5, said land being registered in the Land Court at Boston and recorded in the Registered Land Division of the Registry of Deeds for Middlesex County, Southern District, at Cambridge as follows:

<u>Parcel</u>	<u>Owner</u>	<u>Certification</u>	<u>L.C.C.</u>	<u>Book</u>	<u>Page</u>
11-W-5	Boston Edison Company	137691	32897	818	141

For damages sustained by the following persons in their property by reason of the aforesaid takings and in accordance with the provisions of General Laws, Chapter 79, Section 6, as amended, awards are made. The Department reserves the right to amend the award at any time prior to the payment thereof for good cause shown.

<u>Parcel No.</u>	<u>Supposed Owner</u>	<u>Area</u>
11-1-C	Orlando J. Aceto	3,114 Sq. Ft.
11-2-C	City of Somerville	3,195 Sq. Ft.
11-3-C	Owner Unknown	900 Sq. Ft.
11-4-C	Owner Unknown	3,600 Sq. Ft.
11-W-1	Beacon Sales Co., Inc.	1,510 Sq. Ft.
11-W-2	Prospect Iron & Steel Works	257 Sq. Ft.
11-W-3	Globe Iron Works	1,204 Sq. Ft.
11-W-4	John O'Donnell	675 Sq. Ft.
11-W-5	Boston Edison Company	1,485 Sq. Ft.
11-W-6	Schertzer Realty Corp.	215 Sq. Ft.
11-TE-1	Prospect Iron & Steel Works	100 Sq. Ft.
11-TE-2	Schertzer Realty Company	2,360 Sq. Ft.
11-TE-3	John O'Donnell	980 Sq. Ft.
11-TE-4	Max Schertzer Et Al	3,120 Sq. Ft.

1981 L.O. 6464

In Somerville

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<u>Parcel No.</u>	<u>Supposed Owner</u>	<u>Area</u>
11-TE-5	Charles M. Souza & Frank A. Souza	700 Sq. Ft.
11-TE-6	Charles M. Souza & Frank A. Souza	450 Sq. Ft.
11-TE-7	Owner Unknown	200 Sq. Ft.
11-TE-8	Owner Unknown	1,850 Sq. Ft.

The names of owners herein given, although supposed to be correct, are such only as matters of opinion and belief.

It is therefore

Voted, That said way as altered, as described herein, and described and shown on said plan, be and the same is hereby laid out and taken charge of by the Commonwealth; that the Secretary to the Public Works Commission be and hereby is instructed to file in the office of the County Commissioners of the County and in the office of the City Clerk of the City in which said way is located, certified copies of said plan and of this certificate, signed by at least a majority of the members of the Public Works Commission, attesting that the Department of Public Works has laid out and taken charge of said way as altered in accordance with said plan, together with a copy of this adjudication and vote.

Dated at Boston this eleventh day of February, 1981.

[Signature] Members
[Signature] of the
[Signature] Public
[Signature] Works
[Signature] Commission

Layout Engineer

19

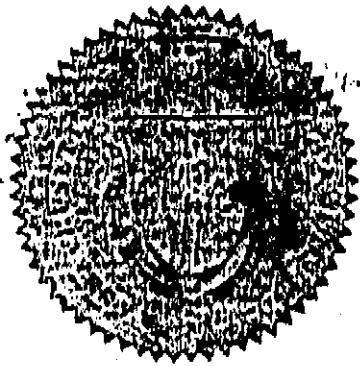
THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE SECRETARY

BOSTON February 11, 1981

I hereby certify that at the date of this attestation hereto annexed Dean P. Amidon, ~~William J. Donohue~~, Thomas G. Harlow, Frank D. Rodick and S. J. Tetrigni, were members of the Public Works Commission, and are Commissioner and Associate Commissioners, respectively, Department of Public Works, duly appointed and qualified and that to their acts and attestations, as such, full faith and credit are and ought to be given in and out of Court, and further, that their signatures to the annexed instrument are genuine.

In testimony of which I have herewith affixed the Great Seal of the COMMONWEALTH the dated above written.

Michael Joseph Conally
Secretary of the Commonwealth



16

Done

2/11/11



2012 00160196
Bk: 59656 Pg: 226 Doc: DEED
Page: 1 of 2 08/01/2012 10:06 AM

QUITCLAIM DEED

John J. Carpenter and Erika R. Carpenter, husband and wife, as tenants by the entirety, of 258 Somerville Avenue, Somerville, MA 02143, for consideration paid in the amount of Twenty Six Thousand Dollars (\$26,000.00), hereby grant, with Quitclaim Covenants, to the Somerville Redevelopment Authority, a redevelopment authority created pursuant to G.L. c. 121B, with a usual address of City Hall, 93 Highland Avenue, Somerville, MA 02143, the following premises:

a certain parcel of land with the buildings thereon, situated in Somerville, now numbered 258 Somerville Avenue, shown as Lot #1 on a Plan entitled "Plan of Land in Somerville, Massachusetts" by Charles J. Elliot, Engineer & Surveyor, dated August 21, 1924, recorded with Middlesex South District Deeds in Plan Book 342, as Plan 16, and more fully bounded and described as follows:

Northeasterly by Somerville Avenue, thirty-four and 50/100 (34.50) feet;
Southeasterly by land now or formerly of Coliten, forty-two (42) feet;
Southwesterly by Lot #2, shown on said plan, thirty-four and 50/100 (34.50) feet; and
Northwesterly by Milk Place, as shown on said Plan, forty-two (42) feet.

Subject to, and with the right to use Milk Place throughout its entire extent, in common with the owners and occupants for the time being, of Lots 2, 3, 4, and 5.

Being the same premises described in a deed from the Kerry Real Estate Incorporated of Cambridge dated May 4, 1970, recorded with said Deeds on February 3, 1987, in Book 17836 at Page 604.

WITNESS our hands and seals this 3rd day of May, 2012.

John J. Carpenter

Erika R. Carpenter

JJR

11/31/58

258 Somerville Avenue, Somerville, MA

Return to: Silken McGettigan, Esq.
City Hall OSPCD
93 Highland Avenue
Somerville, MA 02143

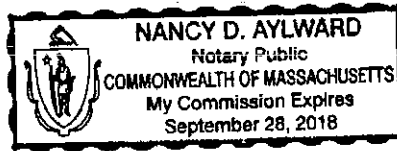
17

COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this 3rd day of May, 2012, before me, the undersigned Notary Public, personally appeared the above-named John J. Carpenter, proved to me by MASSACHUSETTS DRIVER'S LICENSE to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Nancy D. Aylward
Notary Public
My Commission Expires:
Qualified in Massachusetts

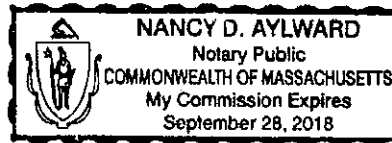


COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this 3rd day of May, 2012, before me, the undersigned Notary Public, personally appeared the above-named Erika R. Carpenter proved to me by MASSACHUSETTS IDENTIFICATION CARD to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose.

Nancy D. Aylward
Notary Public
My Commission Expires:
Qualified in Massachusetts



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D3 PARCEL DEEDS

VESTING DEED

PARCEL L

50 WEBSTER AVENUE, SOMERVILLE, MASSACHUSETTS

25

1125

BK 15843 PG 303

MASSACHUSETTS QUITCLAIM DEED (BY CORPORATION) 799

10/23/84 0 3: 3 6 TR 423 RE 2500

BEACON SALES COMPANY, INCORPORATED

a corporation duly established under the laws of Massachusetts in 1972

~~not having its usual place of business at~~

~~County, Massachusetts~~ for consideration paid, of

\$800,000

grants to JOHN R. SWANSBURG, TRUSTEE OF WEBSTER AVENUE REALTY TRUST u/d/t dated October 23, 1984, recorded Middlesex South Registry of Deeds here-with

nk

with quitclaim covenants

the land in

[Description and encumbrances, if any]

a certain parcel of land with the buildings thereon situated in Somerville, Middlesex County, Massachusetts, described as follows:

Beginning at an iron rod at the Easterly corner of Prospect Street and Webster Avenue, thence running NORTHEASTERLY and bounded NORTHWESTERLY on said Prospect Street, one hundred forty-five and 98/100 (145.98) feet to an iron rod set in stone at land now or formerly of the Fitchburg Railroad Co.; thence turning and running about SOUTHEASTERLY and bounded NORTHEASTERLY on land now or formerly of said Railroad Co. thirty-two and 54/100 (32.54) feet; thence turning and running on a curved line in a general SOUTHEASTERLY direction and bounded NORTHEASTERLY on land now or formerly of said Railroad Co. three hundred forty-five and 19/100 (345.19) feet to an iron bound; thence turning and running SOUTHWESTERLY and bounded SOUTHEASTERLY on land now or formerly of said Railroad Co. forty-six and 04/100 (46.04) feet to land now or formerly of Samuel Savransky; thence turning and running nearly WESTERLY and bounded SOUTHERLY on land now or formerly of said Samuel Savransky three hundred thirty and 88/100 (330.88) feet to said Webster Avenue; thence turning and running about NORTHERLY and bounded WESTERLY on said Webster Avenue one hundred ninety-six (196) feet to an iron rod at the Easterly corner of said Prospect Street and Webster Avenue to the point of beginning.

Estimated to contain 67,051 square feet of land, more or less.

For reference to title, see deed from Beacon Sales Company, Inc. dated October 18, 1972 and recorded with Middlesex South District Deeds, Book 12350 Page 454 to Beacon Sales Company, Incorporated.

Subject to and with the benefit of all restrictions and easements of record so far as now in force and applicable.

GRANTEE'S ADDRESS: 465 Medford Street, Boston, MA
PROPERTY ADDRESS: 50 Webster Avenue, Somerville, MA

26

BK 15843 PG 304

In witness whereof, the said BEACON SALES COMPANY, INCORPORATED has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by DONALD E. SWANSBURG, its President and its Treasurer hereto duly authorized, this 23rd day of October in the year one thousand nine hundred and eighty-four.

Signed and sealed in presence of

Donald E. Swansburg

Donald E. Swansburg
by Donald E. Swansburg, President and Treasurer

The Commonwealth of Massachusetts

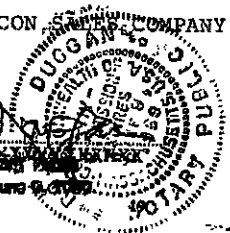
Suffolk, ss.

October 23, 1984

Then personally appeared the above named DONALD E. SWANSBURG, President and Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the BEACON SALES COMPANY, INCORPORATED.

before me

Robert Duggan
ROBERT DUGGAN, Notary Public
My Commission Expires June 9, 1985



X

VESTING DEED

PARCEL M

56 WEBSTER AVENUE, SOMERVILLE, MASSACHUSETTS



Bk: 56720 Pg: 299 Doc: DEED
Page: 1 of 6 04/11/2011 03:28 PM

87

~~MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 04/11/2011 03:28 PM
Ctrl# 151632 13940 Doc# 00066657
Fee: \$1,368.00 Cons: \$300,000.00~~

MASSACHUSETTS QUITCLAIM DEED

COLUMBIA STREET REALTY, LLC, a Massachusetts limited liability company, having an address of 520 Columbia Street, Somerville, Massachusetts, for consideration paid, and in full consideration of **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** GRANTS TO **56 WEBSTER AVE, LLC**, a Massachusetts limited liability company, having an address of 181 Dudley Road, Newton, Massachusetts, with **QUITCLAIM COVENANTS**, the land in Somerville, more particularly described as follows:

56 Webster Avenue, Somerville, Massachusetts

Parcel 1

A parcel of land in Somerville, Middlesex County, Massachusetts more particularly bounded and described as follows:

Beginning at a point on the easterly side of Webster Avenue, one hundred ninety-six (196) feet southerly from the corner of Prospect Street;

Thence bounded northerly by land now or formerly of Anthony DiPerna, one hundred twenty-nine and eight tenths (129.8) feet;

Easterly by land now or formerly of Samuel Savransky, seventy (70) feet;

Southerly by land now or formerly of Samuel Savransky, one hundred twenty-nine and seventeen one hundredths (129.17) feet to Webster Avenue;

Westerly by Webster Avenue, seventy (70) feet to the point of beginning.

Containing nine thousand sixty-four (9,064) square feet of land, as shown on plan by Whitman & Howard, Civil Engineers, dated November 17, 1948, recorded with deed of Anthony DiPerna, dated December 1, 1948, which deed is recorded with the Middlesex South Registry of Deeds, in Book 7369, Page 212.

RECORD AND RETURN TO:

James A. Vevone, Esq.
SEDER & CHANDLER, LLP
339 Main Street
Worcester, MA 01608

Pages: 6

Avenue
56 Webster Street and 600 Windsor Place, Somerville, Massachusetts

60

SS

Parcel 2

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning at a point on the easterly side of Webster Avenue, two hundred sixty-six (266) feet southerly from the corner of Prospect Street;

Thence bounded northerly by land now or formerly of Anthony DiPerna one hundred twenty-nine and seventeen one hundredths (129.17) feet,

Westerly by land now or formerly of DiPerna, seventy (70) feet;

Northerly by land now or formerly of DiPerna, two hundred one and eight one hundredths (201.08) feet;

Easterly by land of the Boston and Maine Railroad, ninety-seven and seven tenths (97.7) feet;
Southerly by land now or formerly of the Boston and Maine Railroad, two hundred seventy four and eight one hundredths (274.08) feet to Webster Avenue;

Westerly by Webster Avenue, ten (10) feet to the point of beginning.

Containing fifteen thousand one hundred thirty-four (15,134) square feet of land, as shown on plan by Whitman & Howard, Civil Engineers, dated November 3, 1948, recorded herewith.

Parcel 3

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning at the most easterly corner of land of Ginsburg Brothers Inc. and at land of Sam Savransky, thence running by said last mentioned land on three (3) courses as follows:

North 21° 50' 30" East thirteen and fifty-five hundredths (13.55) feet,

Northwesterly on a curve to the left having a radius of two hundred thirty-six and thirty-four hundredths (236.34) feet, ninety-six and five hundredths (96.05) feet, and

North 38° 31' 02" East ninety-seven and eighty-two hundredths (97.82) feet to a point at remaining land of the Boston and Maine Railroad;

Thence turning and running by said last mentioned land on three (3) courses as follows:

South 50° 46' 30" East one hundred twelve and five hundredths (112.05) feet,

South 21° 50' 30" West sixty-five and nine hundredths (65.09) feet and

North 68° 09' 30" West on and by the Northeasterly and line of a driveway forty (40.00) feet to

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the point of beginning, be all of said measurements more or less, said parcel containing about nine thousand eighteen (9,018) square feet and being shown upon a Plan marked "Land in Somerville, Mass. Boston and Maine Railroad to Sam Savransky J.F. Kerwin Eng'r. of Design September, 1956", recorded with deed of Boston and Maine Railroad, dated November 5, 1956, which deed is recorded with the Middlesex South Registry of Deeds, in Book 8850, Page 289.

Parcel 4

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning at the most southerly corner thereof and at the most easterly corner of land conveyed to Sam Savransky by Boston and Maine Railroad by Indenture dated November 5, 1956, and at remaining land of the Boston and Maine Railroad;

Thence running North 50° 46' 30" West by said land of Sam Savransky one hundred twelve and five hundredths (112.05) feet to other land of said Sam Savransky;

Thence turning and running North 38° 31' 02" East partly by said last mentioned land and partly by land of Beacon Sales Co., Inc. thirty-two and fifteen hundredths (32.15) feet to a point at said remaining land of said Railroad;

Thence turning and running by said last mentioned land on two (2) courses as follows:

South 50° 32' 30" East one hundred two and fifty one hundredths (102.51) feet, and

South 21° 50' 30" West thirty-three and twenty-five hundredths (33.25) feet to the point of beginning, be all of said measurements more or less, said parcel containing about three thousand, four hundred twenty-five (3,425) square feet and being shown upon plan marked "Land in SOMERVILLE, MASS. Boston and Maine Railroad To Sam Savransky J.F. Kerwin Engr of Design Scale 1" = 40' Oct 1959" recorded with deed of Boston and Maine Railroad, dated May 19, 1960, which deed is recorded with the Middlesex South Registry of Deeds, in Book 9600, Page 546.

Parcel 5

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning on the boundary line between land of Ginsburg Brothers Inc. and land of Sam Savransky at a point one hundred seven and sixty-two hundredths (107.62) feet South 86° 55' 36" East from a point in the easterly side line of Webster Avenue, so-called, which last mentioned point is one hundred seventeen and seventy-one hundredths (117.71) feet North 2° 49' East from the point where the northerly side line of Columbia Street, so-called meets said easterly side line of Webster Avenue,

Thence running South 86° 55' 36" East by said land of Sam Savransky one hundred fifty-eight and seventy-eight hundredths (158.78) feet to a point;

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Thence turning and running easterly partly by said last mentioned land and partly by remaining land of the Boston and Maine Railroad on a curve to the right having a radius of two hundred thirty-six and thirty-four hundredths (236.34) feet, one hundred two and seventy-five hundredths (102.75) feet to a point;

Thence turning and running South 21° 50' 30" West by said remaining land of said Railroad thirteen and fifty-five hundredths (13.55) feet to a point at said land of Ginsburg Brothers, Inc.

Thence turning and running by said last mentioned land on three (3) courses as follows:

Westerly on a curve to the left having a radius of two hundred twenty and forty-three hundredths (220.43) feet, ninety-six and twenty-four hundredths (96.24) feet,

North 86° 17' 30" West one hundred sixty-one and twelve hundredths (161.12) feet, and

North 3° 42' 30" East eleven and thirty-two hundredths (11.32) feet to the point of beginning, be all of said measurements more or less, said parcel containing about three thousand two hundred seventy (3,270) square feet and being shown upon plan marked "Land In Somerville, Mass. Boston and Maine Railroad-To-Sam Savransky J. F. Kerwin Engr. of Design December 1954" recorded with deed of Boston and Maine Railroad, dated January 30, 1956, which deed is recorded with the Middlesex South Registry of Deeds, in Book 8669, Page 414.

The premises are conveyed subject to and with the benefit of all easements, restrictions, rights of way, takings, reservations, exceptions and covenants contained in all instruments of record, to the extent now in force and applicable, but not intending hereby to recreate or extend restrictions, reservations, exceptions and covenants previously terminated or expired.

56 Webster Street being the premises conveyed to the Grantor by deed of Royal Institutional Services, Inc. dated July 19, 2005 and recorded with the Middlesex Registry of Deeds in Book 45738, Page 57.

600 Windsor Place, Somerville, Massachusetts

Parcels of land located in the Boynton Yards area of Somerville, Middlesex County, Massachusetts, more particularly described as follows:

Parcel 1

"Parcel B" as described on a Plan prepared by John F. McQuilkin, Jr. entitled "Boynton Yards Revitalization Area Plan of Land, 600 Windsor Place, Somerville, MA, Prepared by City of Somerville, Massachusetts, Office of Housing and Community Development, Date 12/10/93", recorded with Middlesex South District Registry of Deeds on April 16, 1997, as Plan #362, in Book 27216 at Page 42, containing 18,315 s.f. (0.42 acres) according to said Plan; and

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Parcel 2

"Parcel L" as described on a plan prepared by Ronald R. Turchi, Registered Land Surveyor, entitled "Plan of Land of Parcels C-1A, C-2A, C-3A, C-4A, H, L, M, and N, Windsor Place/Boynton Yards Area, Somerville, MA, Prepared for the Office of Housing and Development, Date May 26, 2000" (the "5/26/00 Plan"), recorded with Middlesex South District Registry of Deeds herewith, containing 868 s.f. (.02 AC.) according to the said 5/26/00 Plan; and

Parcel 3

"Parcel C-2A" as shown on the 5/26/00 Plan, containing 899 s.f. (.02 AC.) according to the said 5/26/00 Plan.

600 Windsor Place being the premises conveyed to the Grantor by deed of Royal Institutional Services, Inc. dated July 19, 2005 and recorded with said Registry of Deeds in Book 45738, Page 63.

(The remainder of page left intentionally blank. Signature page to follow.)

91A

Witness my hand and seal this 11th day of April 2011.

COLUMBIA STREET REALTY, LLC

By: Mark Johnson, Manager
Mark Johnson, Manager

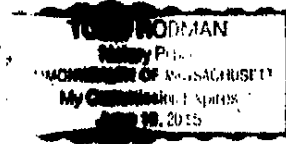
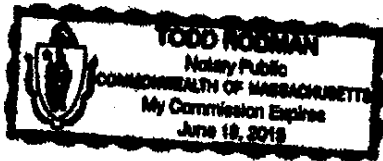
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 11th day of April 2011, before me, the undersigned notary public, personally appeared Mark Johnson, Manager of Columbia Street Realty, LLC, and proved to me through satisfactory evidence of identification which was, photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

T. Norman

Notary Public Todd Norman
My Commission Expires: 6-18-11





Bk: 62730 Pg: 385 Doc: CONFDEED
Page: 1 of 6 10/02/2013 12:12 PM

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CORRECTIVE AND CONFIRMATORY DEED

COLUMBIA STREET REALTY, LLC, a Massachusetts limited liability company, having an address of 520 Columbia Street, Somerville, Massachusetts, for consideration paid, and in full consideration of **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** GRANTS TO **56 WEBSTER AVE, LLC**, a Massachusetts limited liability company, having an address of 181 Dudley Road, Newton, Massachusetts, with **QUITCLAIM COVENANTS**, the land in Somerville, more particularly described as follows:

56 Webster Avenue, Somerville, Massachusetts

Parcel 1

A parcel of land in Somerville, Middlesex County, Massachusetts more particularly bounded and described as follows:

Beginning at a point on the easterly side of Webster Avenue, one hundred ninety-six (196) feet southerly from the corner of Prospect Street;

Thence bounded northerly by land now or formerly of Anthony DiPerna, one hundred twenty-nine and eight tenths (129.8) feet;

Easterly by land now or formerly of Samuel Savransky, seventy (70) feet;

Southerly by land now or formerly of Samuel Savransky, one hundred twenty-nine and seventeen one hundredths (129.17) feet to Webster Avenue;

Westerly by Webster Avenue, seventy (70) feet to the point of beginning.

Containing nine thousand sixty-four (9,064) square feet of land, as shown on plan by Whitman & Howard, Civil Engineers, dated November 17, 1948, recorded with deed of Anthony DiPerna, dated December 1, 1948, which deed is recorded with the Middlesex South Registry of Deeds, in Book 7369, Page 212.

RECORD AND RETURN TO:

James A. Vevone, Esq.
SEDER & CHANDLER, LLP
339 Main Street
Worcester, MA 01608

Pages: 6

56 Webster Avenue and 600 Windsor Place, Somerville, Massachusetts

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Parcel 2

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning at a point on the easterly side of Webster Avenue, two hundred sixty-six (266) feet southerly from the corner of Prospect Street;

Thence bounded northerly by land now or formerly of Anthony DiPerna one hundred twenty-nine and seventeen one hundredths (129.17) feet,

Westerly by land now or formerly of DiPerna, seventy (70) feet;

Northerly by land now or formerly of DiPerna, two hundred one and eight one hundredths (201.08) feet;

Easterly by land of the Boston and Maine Railroad, ninety-seven and seven tenths (97.7) feet; Southerly by land now or formerly of the Boston and Maine Railroad, two hundred seventy four and eight one hundredths (274.08) feet to Webster Avenue;

Westerly by Webster Avenue, ten (10) feet to the point of beginning.

Containing fifteen thousand one hundred thirty-four (15,134) square feet of land, as shown on plan by Whitman & Howard, Civil Engineers, dated November 3, 1948, recorded herewith.

Parcel 3

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning at the most easterly corner of land of Ginsburg Brothers Inc. and at land of Sam Savransky, thence running by said last mentioned land on three (3) courses as follows:

North 21° 50' 30" East thirteen and fifty-five hundredths (13.55) feet,

Northwesterly on a curve to the left having a radius of two hundred thirty-six and thirty-four hundredths (236.34) feet, ninety-six and five hundredths (96.05) feet, and

North 38° 31' 02" East ninety-seven and eighty-two hundredths (97.82) feet to a point at remaining land of the Boston and Maine Railroad;

Thence turning and running by said last mentioned land on three (3) courses as follows:

South 50° 46' 30" East one hundred twelve and five hundredths (112.05) feet,

South 21° 50' 30" West sixty-five and nine hundredths (65.09) feet and

North 68° 09' 30" West on and by the Northeasterly and line of a driveway forty (40.00) feet to

158

the point of beginning, be all of said measurements more or less, said parcel containing about nine thousand eighteen (9,018) square feet and being shown upon a Plan marked "Land in Somerville, Mass. Boston and Maine Railroad to Sam Savransky J.F. Kerwin Eng'r. of Design September, 1956", recorded with deed of Boston and Maine Railroad, dated November 5, 1956, which deed is recorded with the Middlesex South Registry of Deeds, in Book 8850, Page 289.

Parcel 4

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning at the most southerly corner thereof and at the most easterly corner of land conveyed to Sam Savransky by Boston and Maine Railroad by Indenture dated November 5, 1956, and at remaining land of the Boston and Maine Railroad;

Thence running North 50° 46' 30" West by said land of Sam Savransky one hundred twelve and five hundredths (112.05) feet to other land of said Sam Savransky;

Thence turning and running North 38° 31' 02" East partly by said last mentioned land and partly by land of Beacon Sales Co., Inc. thirty-two and fifteen hundredths (32.15) feet to a point at said remaining land of said Railroad;

Thence turning and running by said last mentioned land on two (2) courses as follows:

South 50° 32' 30" East one hundred two and fifty one hundredths (102.51) feet, and

South 21° 50' 30" West thirty-three and twenty-five hundredths (33.25) feet to the point of beginning, be all of said measurements more or less, said parcel containing about three thousand, four hundred twenty-five (3,425) square feet and being shown upon plan marked "Land in SOMERVILLE, MASS. Boston and Maine Railroad To Sam Savransky J.F. Kerwin Eng'r of Design Scale 1" = 40' Oct 1959" recorded with deed of Boston and Maine Railroad, dated May 19, 1960, which deed is recorded with the Middlesex South Registry of Deeds, in Book 9600, Page 546.

Parcel 5

A parcel of land in said Somerville more particularly bounded and described as follows:

Beginning on the boundary line between land of Ginsburg Brothers Inc. and land of Sam Savransky at a point one hundred seven and sixty-two hundredths (107.62) feet South 86° 55' 36" East from a point in the easterly side line of Webster Avenue, so-called, which last mentioned point is one hundred seventeen and seventy-one hundredths (117.71) feet North 2° 49' East from the point where the northerly side line of Columbia Street, so-called meets said easterly side line of Webster Avenue,

Thence running South 86° 55' 36" East by said land of Sam Savransky one hundred fifty-eight and seventy-eight hundredths (158.78) feet to a point;

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Thence turning and running easterly partly by said last mentioned land and partly by remaining land of the Boston and Maine Railroad on a curve to the right having a radius of two hundred thirty-six and thirty-four hundredths (236.34) feet, one hundred two and seventy-five hundredths (102.75) feet to a point;

Thence turning and running South 21° 50' 30" West by said remaining land of said Railroad thirteen and fifty-five hundredths (13.55) feet to a point at said land of Ginsburg Brothers, Inc.

Thence turning and running by said last mentioned land on three (3) courses as follows:

Westerly on a curve to the left having a radius of two hundred twenty and forty-three hundredths (220.43) feet, ninety-six and twenty-four hundredths (96.24) feet,

North 86° 17' 30" West one hundred sixty-one and twelve hundredths (161.12) feet, and

North 3° 42' 30" East eleven and thirty-two hundredths (11.32) feet to the point of beginning, be all of said measurements more or less, said parcel containing about three thousand two hundred seventy (3,270) square feet and being shown upon plan marked "Land In Somerville, Mass. Boston and Maine Railroad-To-Sam Savransky J. F. Kerwin Engr. of Design December 1954" recorded with deed of Boston and Maine Railroad, dated January 30, 1956, which deed is recorded with the Middlesex South Registry of Deeds, in Book 8669, Page 414.

The premises are conveyed subject to and with the benefit of all easements, restrictions, rights of way, takings, reservations, exceptions and covenants contained in all instruments of record, to the extent now in force and applicable, but not intending hereby to recreate or extend restrictions, reservations, exceptions and covenants previously terminated or expired.

56 Webster Street being the premises conveyed to the Grantor by deed of Royal Institutional Services, Inc. dated July 19, 2005 and recorded with the Middlesex Registry of Deeds in Book 45738, Page 57.

600 Windsor Place, Somerville, Massachusetts

Parcels of land located in the Boynton Yards area of Somerville, Middlesex County, Massachusetts, more particularly described as follows:

Parcel 1

"Parcel B" as described on a Plan prepared by John F. McQuilkin, Jr. entitled "Boynton Yards Revitalization Area Plan of Land, 600 Windsor Place, Somerville, MA, Prepared by City of Somerville, Massachusetts, Office of Housing and Community Development, Date 12/10/93", recorded with Middlesex South District Registry of Deeds on April 16, 1997, as Plan #362, in Book 27216 at Page 42, containing 18,315 s.f. (0.42 acres) according to said Plan; and

160

Parcel 2

"Parcel L" as described on a plan prepared by Ronald R. Turchi, Registered Land Surveyor, entitled "Plan of Land of Parcels C-1A, C-2A, C-3A, C-4A, H, L, M, and N, Windsor Place/Boynton Yards Area, Somerville, MA, Prepared for the Office of Housing and Development, Date May 26, 2000" (the "5/26/00 Plan"), recorded with Middlesex South District Registry of Deeds herewith, containing 868 s.f. (.02 AC.) according to the said 5/26/00 Plan; and

Parcel 3

"Parcel C-2A" as shown on the 5/26/00 Plan, containing 899 s.f. (.02 AC.) according to the said 5/26/00 Plan.

600 Windsor Place being the premises conveyed to the Grantor by deed of Royal Institutional Services, Inc. dated July 19, 2005 and recorded with said Registry of Deeds in Book 45738, Page 63.

56 Webster Avenue and 600 Windsor Place, Somerville, Massachusetts being the same property recorded in the Middlesex South Registry of Deeds in Book 56720, Page 299 on April 11, 2011.

This deed is given to correct the previously recorded deed from Grantor to Grantee in Book 56720, Page 299 in which Notices of Activity & Use Limitation ("AUL") were not referenced.

The Deed is corrected by adding reference to the following:

"This Deed is subject to: (i) the Notice of AUL recorded in the Middlesex South Registry of Deeds on September 18, 2007 and recorded in Book 50115, Page 529 and (ii) the Notice of AUL recorded in the Middlesex South Registry of Deeds on April 1, 2011 and recorded in Book 56686, Page 17, as the same may be amended."

Both are NL & apply only to 600 Windsor Place.

(The remainder of page left intentionally blank. Signature page to follow.)

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Witness my hand and seal this 10th day of September 2013.

COLUMBIA STREET REALTY, LLC


By: Mark C. Johnson, Manager
Mark C. Johnson, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of September 2013, before me, the undersigned notary public, personally appeared Mark C. Johnson, Manager of Columbia Street Realty, LLC, and proved to me through satisfactory evidence of identification which was, photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires:

 **PAUL J. O'RIORDAN**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 13, 2015

VESTING DEED

PARCEL N

520 COLUMBIA STREET, SOMERVILLE, MASSACHUSETTS

BK 35179PG500

58

3 -

Quitclaim Deed

Peter Zagorianakos, of Newton Massachusetts

For consideration paid and in full consideration of One (\$1.00) dollar

Grants to

ZPF, LLC, a Massachusetts limited liability company having an usual place of business at 183 State Street, Boston, Massachusetts 02109

PROPERTY ADDRESS: 520 COLUMBIA ST., SOMERVILLE MA

With Quitclaim covenants

A certain parcel of land, together with the buildings and other improvements thereon, situated on the Northeasterly corner of Webster Avenue and Columbia Street, in Somerville, Middlesex County Massachusetts, and shown on the plan entitled "Land in Somerville, Mass., Boston and Maine Railroad to Ginsburg Brothers, Inc.," dated December, 1954, drawn by J. F. Kerwin, Engr. of Design, recorded with the Middlesex South Registry of Deeds as plan No. 647 of 1955 in Book 8448, Page 493, (the "Plan") bounded and described as follows:

- N 02°49' 00"E by Said Webster Avenue, One Hundred seventeen and 71/100 (117.71 feet to a point at land of Sam Savransky; thence turning and running
- S 86°55'36"E by said land of Savransky, one hundred seven and 62/100 (107.62) feet to appoint at other land of the Boston and Maine Railroad; thence turning and running
- S 03°42'30"W by said land of the Boston and Maine Railroad eleven and 31/100 (11.31) feet to a point; thence turning and running
- S 86°17'30"E still by said land of the Boston and Maine Railroad, one hundred sixty-one and 12/100 (161.12) feet to a point of curvature; thence turning and running
- Southeasterly still by said land of the Boston and Maine Railroad, on a curve to the right having a radius of two hundred twenty-two and 43/100 (222.43) feet, a distance of ninety-six and 24/100 (96.24) feet to a point; thence tuning and running
- N 72°50' 30"W still by said land of the Boston and Maine Railroad, ninety five and 32/100 (95.32) feet;

6

~~XXXXXXXXXXXX~~

59

S 21°50'30"W still by said land now or formerly of the Boston and Maine Railroad, twenty-two and 54/100 (22.54) feet to said Columbia Street; thence turning and running

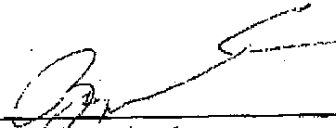
N67°15'00"W by said Columbia Street, two hundred twenty and 20/100 (220.20) feet to the point of beginning.

The above-described parcel contains, according to the said Plan, 52,581 square feet of land.

There is appurtenant to the above-describes premises the rights set forth and contained in a certain Indenture between the Boston and Maine Railroad and Ginsburg Brothers, Inc., dated April 7, 1955 and recorded with said Deeds in Book 8448, Page 493.

For title see Deed to Grantor recorded in the Middlesex South Registry of Deeds herewith.

In witness my hand and seal this 29th day of March, 2002.


Peter Zagorianakos

7

60

~~XXXXXXXXXXXX~~

Commonwealth of Massachusetts

Suffolk ss

March 27, 2002

Then personally appeared the above-named Peter Zagorianakos who acknowledged the foregoing to be his free act and deed, before me.



Notary Public John D. Kalish
My Commission Expires:

Dec 23 2005

8

D4 PARCEL DEEDS

VESTING DEED

PARCEL LL

35 PROSPECT STREET, SOMERVILLE, MASSACHUSETTS

2011 00140938
Bk: 57297 Pg: 557 Doc: DEED
Page: 1 of 2 08/15/2011 03:49 PM

122

52

Quitclaim Deed

We, **Charles M. Souza**, of 14 Brandt Drive, Woburn, MA and **Frank A. Souza**, of 50 Hammersmith Drive, Saugus, MA,

For consideration paid, and in full consideration of EIGHT HUNDRED THOUSAND (\$800,000.00) Dollars,

Hereby *grant to Jefferson Thomas Scott*, of 60 Dudley St, Apt 109, Chelsea MA 02150,

with *quitclaim covenants*, all our right, title and interest in that land with the bulidings and improvements thereon lying, being and located at 35-37 Prospect Street, Somerville, Massachusetts, shown as Lots #1, 2 and 3 on a plan entitled "Plan of land in Somerville, Massachusetts, owned by J. Walker Sanborn" made by Charles J. Elliott, E & S, dated September 1, 1923, recorded with Middlesex South District Registry of Deeds, Book 5537, Page 54, and bounded and described as follows:

35-37 Prospect Street, Somerville

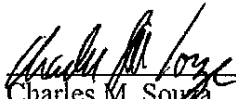
- SOUTHEASTERLY by Prospect Street one hundred ninety-eight and 45/100 (198.45) feet;
- SOUTHWESTERLY by land formerly of Richard H. Sturtevant as shown on said plan ninety-three and 29/100 (93.29) feet;
- NORTHERLY by Newton Street two hundred nineteen and 71/100 (219.71) feet and
- EASTERLY by curved line at junction of Prospect and Newton Streets fourteen and 40/100 (14.40) feet.


Containing 10,391 square feet of land, more or less.

Subject to easements, restrictions and reservations of record insofar as they are in force and applicable, including: Rights of Slopetaking Book 3506, Page 381, shown on said plan.

Being the same premises conveyed to the grantors by confirmatory deed dated January 30, 1974 and recorded at the Middlesex South District Registry of Deeds in Book 12589, Page 576.

Witness our hand and seal this 15th day of August, 2011


Charles M. Souza


Frank A. Souza

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 08/15/2011 03:49 PM
Ctrl# 157711 17880 Doc# 00140938
Fee: \$3,648.00 Cons: \$300,000.00

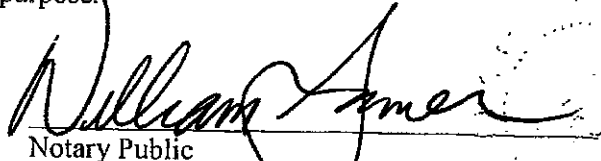
O'Neill + Cramer (2)
2500 MAIN ST # 112
Tewksbury, MA 01876

123

Commonwealth of Massachusetts

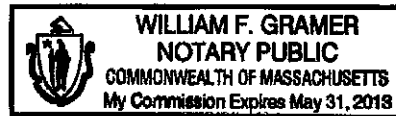
Middlesex, ss.

On this 15th day of August, 2011 personally appeared before me **CHARLES M. SOUZA** and **FRANK A. SOUZA** who proved to me through satisfactory evidence of identification, to wit: MA driver's license, to be the signers of the foregoing document, and acknowledged to me that they signed the same voluntarily for its stated purpose.



Notary Public

My Commission expires:



VESTING DEED

PARCEL T

41 & 45 WEBSTER STREET, SOMERVILLE, MASSACHUSETTS

Edith Wyner of Brookline, Norfolk County; Stephen R. Wyner, of Woburn, Middlesex County; and Howard A. Wyner, of Newbury, Essex County, all in the Commonwealth of Massachusetts, being all of the heirs at law of Harry Wyner, late of said Brookline.

Commonwealth of Massachusetts

Address of Grantee: 40 Cleveland Road, Chestnut Hill, MA 02167
Address of Locus: 31-45 Webster Avenue, 46-50 West Newton Street, 7 Concord Avenue, Somerville, MA

01/28/88 01:15

In consideration of and in full consideration of One Dollar and other good and valuable consideration granted to Edith Wyner, Trustee of the Webster-Newton-Concord Realty Trust under a Declaration of Trust dated December 5, 1986, to be recorded herewith with quitclaim covenants

Abstract

Two certain parcels of land with the buildings thereon, situated in Somerville, Middlesex County and said Commonwealth, and now numbered 31-45 Webster Avenue, 46-50 West Newton Street and 7 Concord Avenue, respectively bounded and described as follows:

PARCEL ONE: The land shown as Lot A on a Plan of Land in Somerville by Aspinwall and Lincoln, C.E., dated December 7, 1923, and recorded with the Middlesex South District Registry of Deeds in Plan Book 331, Plan 42, bounded and described as follows:

LOTS 17+19 ASSESSOR PLAN

- EASTERLY: by Webster Avenue, 102.35 feet;
- SOUTHERLY: by Lot B, as shown on said Plan, now or formerly of the Colonial Filling Stations, Inc., 82.45 feet;
- EASTERLY: by said Lot B, 85.27 feet;
- SOUTHERLY: by Concord Avenue, 63 feet;
- WESTERLY: by land now or formerly of Thomas and Hannah Laffin, 109.30 feet;
- NORTHERLY: by land now or formerly of the Boston and Maine Railroad, 38.12 feet;
- WESTERLY: again on said last mentioned land, 12.32 feet;
- NORTHERLY: by land now or formerly of Annie Wyman, 42 feet;
- WESTERLY: by said Wyman land, 41.53 feet; and
- NORTHERLY: by land now or formerly of said Railroad, 75.88 feet.

Containing, according to said Plan 15,667 square feet of land more or less.

For title to this Parcel One, see deed of John W. Canney to Harry Wyner, dated April 13, 1942, and recorded with said Deeds in Book 6591, Page 379; and deed of the City of Somerville to Harry Wyner, dated September 26, 1946, and recorded with said Deeds in Book 7073, Page 375.

PARCEL TWO: The land shown as Parcel 3 on a Plan of Land in Somerville by E.W. Chapman, Real Estate Eng'r., dated July, 1923, and recorded with said Deeds at the end of Book 4653.

LOTS 15+16 ON ASSESSOR PL.

Beginning at the point where the westerly side of Webster Avenue and the southeasterly side of West Newton Street join, thence running South 12 degrees 57'30" East by said Webster Avenue, 96.07 feet to Lot A hereinabove described; thence turning and running South 77 degrees 2'30" West by said Lot A, 75.88 feet to land now or formerly of Annie Wyman; thence turning and running North 21 degrees 41' West by said Wyman land, 65.50 feet to said West Newton Street; thence turning and running North 56 degrees 59' East by said West Newton Street, 91.35 feet to the point of beginning.

Containing, according to said Plan, 6578 square feet of land.

For title to this Parcel Two, see deed of the City of Somerville to Harry Wyner, dated October 6, 1944, and recorded with said Deeds in Book 6806, Page 97; and also deed of John W. Brown et ux to Harry Wyner, dated December 28, 1962, and recorded with said Deeds in Book 10201, Page 543.

For the Grantors' title to both parcels, see the Estate of Harry Wyner, Norfolk Probate No. 84P 1283A.

The consideration for this deed is nominal and for the purpose of transferring record title from the said heirs to said Trust for management purposes and accordingly no documentary stamps are required.

See also Certificate Releasing Massachusetts Estate Tax Lien recorded May 20, 1985
Book 16171, Page 45.

Witness our hands and seals this 31st day of December 1986.

Edith Wyner
EDITH WYNER
Stephen R. Wyner
STEPHEN R. WYNER
Howard A. Wyner
HOWARD A. WYNER

The Commonwealth of Massachusetts

Essex ss. December 31, 1986

Then personally appeared the above named EDITH WYNER and STEPHEN R. WYNER and HOWARD A. WYNER and acknowledged the foregoing instrument to be their free act and deed, before me

Wilma R. Buckley
Notary Public

My commission expires July 10, 1992

WEBSTER-NEWTON-CONCORD REALTY TRUST
CERTIFICATE OF APPOINTMENT OF SUCCESSOR TRUSTEE

I, Edith Wyner, as Trustee of the Webster-Newton-Concord Realty Trust under a declaration of trust dated December 5, 1986, recorded with the Middlesex South District Registry of Deeds at Book 17821, Page 3, do hereby certify that by an instrument in writing signed and acknowledged by one hundred (100%) percent of the beneficiaries of said Trust, and in accordance with the provisions of Article X of said Trust, Stephen R. Wyner, of Watertown, Middlesex County, Massachusetts, was appointed successor Trustee in my place, my resignation to take effect after the appointment of said Stephen R. Wyner and the execution of this Certificate.

Edith Wyner
Edith Wyner

COMMONWEALTH OF MASSACHUSETTS

Middlesex , ss. August 14, , 1995

Then personally appeared the above-named Edith Wyner and acknowledged the foregoing to be her free act and deed, before me.

[Signature]
Notary Public

My commission expires: 12/21/95

MSD 08/14/95 09:44:12 61 10.00

88


BK 25564 PG 361

1E

WEBSTER-NEWTON-CONCORD REALTY TRUST
CERTIFICATE OF ACCEPTANCE BY TRUSTEE

There being a vacancy in the office of trustee of the Webster-Newton-Concord Realty Trust, I, Stephen R. Wyner, of Watertown, Middlesex County, Massachusetts, pursuant to Article X of said Trust, and pursuant to a vote of one hundred (100%) percent of the beneficiaries of said Trust, hereby accept appointment as successor Trustee of the Webster-Newton-Concord Realty Trust, dated December 5, 1986, recorded with the Middlesex South District Registry of Deeds at Book 17821, Page 3.

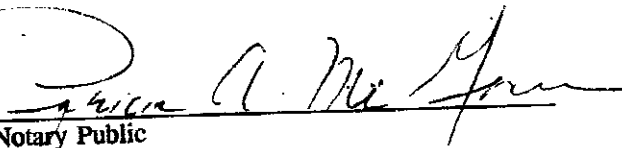
Executed as a sealed instrument this 14th day of August, 1995.


Stephen R. Wyner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. August 14, 1995

Then personally appeared the above-named Stephen R. Wyner and acknowledged the foregoing to be his free act and deed, before me.


Notary Public

My commission expires: 12/21/95

MSD 08/14/95 08:44:14 62 10.00

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29

1E

WEBSTER-NEWTON-CONCORD REALTY TRUST

RESIGNATION

I, Edith Wyner, hereby resign as Trustee of the Webster-Newton-Concord Realty Trust under a declaration of trust dated December 5, 1986, recorded with the Middlesex South District Registry of Deeds at Book 17821, Page 3.

Executed as a sealed instrument this 14th day of August, 1995.

Edith Wyner
Edith Wyner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. August 14, 1995

Then personally appeared the above-named Edith Wyner and acknowledged the foregoing to be her free act and deed, before me.

[Signature]
Notary Public

My commission expires: 12/21/95

REC 08/16/95 09:44:14 63 18.00

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VESTING DEED

PARCEL U

47 WEBSTER STREET, SOMERVILLE, MASSACHUSETTS



QUITCLAIM DEED

I, George Haras, Trustee of the Concord Realty Trust u/d/t dated May 29, 1998 and recorded with the Middlesex South District Registry of Deeds at Book 28641, Page 335, for consideration paid in the amount of ONE DOLLAR (\$1.00) and other valuable consideration grant to Aliko Pishev, with quitclaim covenants, the land in Somerville with the buildings and improvements thereon, situated at 47 Webster Avenue, more particularly described as follows :

EASTERLY on Webster Avenue, twenty-four and ninety-three hundreds feet (24.93) by a straight line sixty-four and seventeen hundreds (64.17) feet by a convex curved line, and seven and forty-four hundreds feet (7.44) by a concave curved line;

SOUTHERLY by Concord Avenue, seventy-one and fifteen hundreds feet (71.15);

WESTERLY by land of Kaplan, eighty-five and twenty-seven hundreds feet (85.27);

NORTHERLY on other land of Kaplan, eighty-two and forty-five hundreds feet (82.45).

Containing approximately 7,264 square feet of land more or less and shown as Lot B in Book of Plans 331, Plan 42 and Plan Book 370, Plan 33.

For title see deed recorded in Book 28641, Page 341 and Acceptance of Appointment of Trustee recorded in Book 60827, Page 629.

Witness my hand and seal this 21 day of December, 2015.

Concord Realty Trust

George Haras, Trustee

Property 47 Webster Ave Somerville

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

December 21, 2015

Then personally appeared George Haras, Trustee, whose identity was proved to me by Massachusetts Drivers License, and acknowledged the foregoing instrument to be his free act and deed before me.



Notary Public

My commission expires: 6/16/2017



VESTING DEED

PARCEL W

70 PROSPECT STREET, SOMERVILLE, MASSACHUSETTS



Bk: 60821 Pg: 516 Doc: DEED
Page: 1 of 4 12/26/2012 02:23 PM

QUITCLAIM DEED

I, Laurel A. Shuman, Trustee of Emily Trust under Declaration of Trust dated September 14, 1984 recorded at Book 15814, Page 204 of the Middlesex South Registry of Deeds

For consideration paid of One Million, Fifty Thousand and 00/100 (\$1,050,000.00) Dollars

Grant to

70 Prospect Street, LLC, a Massachusetts Limited Liability Company, of 14 Ibbetson Street, #3, Somerville, MA

With Quitclaim Covenants

The land in Somerville, Middlesex County, MA, consisting of four parcels and more particularly described as follows:

PARCEL 1

Northeasterly by Webster Avenue, one hundred sixteen feet (116.0');

Northwesterly by Prospect Street, two courses, fifteen feet (15.0') and eighty feet (80.0;) respectively; and

Southwesterly by land of other ninety-six feet (96.0');

All or any of said measurements more or less. Together with all rights and privileges, and appurtenances thereunto belong, and all building and improvements thereon; subject, however, to all rights-of-way, easements, building lines, reservations, restrictions and encumbrances of record, to all zoning laws and ordinances, and to any state of facts and deficiencies in area an accurate survey would show.

PARCEL 2

The land in Somerville, Middlesex County, MA, with the buildings thereon, being part of a lot marked "A" on a "Plan of Lots in Somerville belonging to the Estate of Ira Stratton," made by Charles Elliott, Engineer, dated April 28, 1890 and recorded with Middlesex South District Deeds in Book of Plan 63, Plan 47, said parcel being bounded and described as follows:

Easterly by Webster Avenue, 23.76 feet;

Southerly by lot marked "C" on said plan, 48.73 feet;

MASSACHUSETTS EXCISE TAX
Southern Middlesex District EOD # 001
Date: 12/26/2012 02:23 PM
CTIN# 179742 2601 Doc# 00264041
Fee: \$4,788.00 Cons: \$1,050,000.00

Gilmartin Magence & Ross
305 Washington Street
Newton, MA 02458-1626

70 Prospect St
Somerville

04

72

Southwesterly by lot marked "B" on said plan, 13 feet;
 Northwesterly by the remaining portion of said of said lot marked "A" 49.57 feet;
 Northeasterly by land of owners unknown, 34.69 feet6.

Containing 1756.34 square feet of land.

PARCEL 3

A certain parcel of land together with the buildings thereon, situated in Somerville, in the Count of Middlesex and Commonwealth of Massachusetts, being No. 72 Prospect and being part of Lot "A" on a plan entitled "Plan of Lots in Somerville belonging to the Estate of Ira Stratton," made by Charles Elliott, Engineer, dated April 28, 1890 and recorded with Middlesex South District Deeds in Book of Plan 63, Plan 47, said parcel being bounded and described as follows: Beginning at a point in the Easterly line of Prospect Street distant twenty-four and 78/100 (24.78) feet Northeasterly from the Northeasterly line of Lot "B" on said plan: thence

Northeasterly by on said Prospect Street, twenty-four and 78/100 (24.78') feet; thence
 Southeasterly by a fence as it formerly stood, sixty-two (62.0') feet; thence
 Southwesterly twenty-four and 78/100 (24.78') feet; thence
 Northwesterly sixty-two (62.0') feet to said Prospect Street and the point of beginning.

Containing 1536.98 square feet of land.

Subject to and with the benefit of all restrictions, easements, rights and agreements of record, insofar as the same are now in force and applicable.

PARCEL 4

A strip of land running between Webster Avenue and Prospect Street in said Somerville, measuring one and 35/100 (1.35) feet along said Prospect Street and one and 46/100(1.46) feet along said Webster Avenue, situated on the northeasterly side of Lot A as shown on a plan entitled "Plan of Lots in Somerville belonging to the Estate of Ira Stratton, Scale 40 ft = 1 in., April 28, 1890. Charles D. Elliot, Engineer & Surveyor" recorded with the Middlesex South District Registry of Deeds in Plan Book 63, Plan 47, said strip of land being a portion of said Lo A, and abutting the so-called "O'Brien" parcel shown on said plan.

The property can further be described as a strip of land running between Parcel I and Parcels II and III, as described in the deed of John E. Saulnier to Laurel A. Shuman, Trustee of the Emily Trust, dated September 4, 1984, and recorded with said Deeds in Book 15815, Page 211.

Being the land reserved in the following deeds: (1) deed of Flavel C. Stratton, Dwight W. Ensign, and Martha Stratton Ensign to James W. Connor, dated July 7, 1890 and recorded with said Deeds in Book 1997, Page 386; (2) deed of New England Trust Company to James W. Connor, dated July 7, 1890 and recorded with said deeds in book 1998, Page 481.

For Grantors' title, see (a) Estate of Ira Stratton, Middlesex Probate No. 10585; (b) Estate of Martha Ann Stratton, Middlesex Probate No. 27240; (c) Estate of Flavel C. Stratton, Middlesex Probate No. 72049; (d) Estate of Dwight W. Ensign, Middlesex Probate No. 104762; (e) Estate of Martha L. Stratton Ensign, Middlesex Probate No. 150096 (in particular Article 15, the residuary clause of the will of Martha Stratton Ensign).

Said land was reserved in the above-named deeds for the grantors therein, their heirs and assigns, and passed through the estates listed above to eventually pass through the residuary clause of the will of Martha L. Stratton Ensign to the Trustees of Tufts University, although the existence of the land so reserved was apparently overlooked and forgotten by all parties, and not listed in the inventory of real estate owned by any party in the probates of their estates. It is our intent to convey any and all interest that we may now have to the current owner of the three parcels now abutting the land, in order to correct and clarify the title to the property now known as 53A-55 Webster Avenue and 68-72 Prospect Street, Somerville, Massachusetts.

For title see Deeds recorded at Book 15815, Page 211 and Book 19247, Page 158.

Property Address: 70 Prospect Street, Burlington, Massachussetts.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Witness my hand and seal this 12th day of December 2012.

Emily Trust

Laurel A. Shuman
By: Laurel A. Shuman, Trustee

COMMONWEALTH OF MASSACHUSETTS

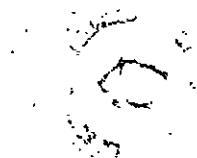
Barnstable, ss.

On this 10th day of December 2012 before me, the undersigned notary public, personally appeared Laurel A. Shuman, Trustee of the Emily Trust proved to me through satisfactory evidence of identification which was MA Driver's License [] personally known to me [] Other: _____ to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Emily Trust.

Melissa [Signature]

Notary Public

My commission expires: May 25, 2018
(SEAL)



VESTING DEED

PARCEL X

48 WEBSTER STREET, SOMERVILLE, MASSACHUSETTS

#24169#386

FERNANDO M. CORREIA, of Billerica, Middlesex County, Massachusetts

R2

in consideration of \$74,000.00

grant to MICHAEL RAPOSA, 42 Washington Avenue, Burlington, Middlesex County, Massachusetts

with quitclaim covenants

The land with the buildings thereon situated in Somerville, County of Middlesex, Massachusetts, bounded and described as follows:

BEGINNING on the northwesterly side of Prospect Street and land of the Boston & Maine Railroad at a point N. 27° 03' 20" E., 30.33 feet from Station 108 06.95 on the center line of location of the Boston/division of the Boston and Maine Railroad

THENCE running along Prospect Street, so-called S. 27° 03' 20" W., 95.23 feet;

THENCE turning with a curve to the right having a radius of 20 feet, 21.20 feet;

THENCE running along Webster Avenue N. 13° 44' 50" W., 138.75 feet;

THENCE turning and running along remaining land of said Boston & Maine Railroad;

THENCE S. 54° 29' 06" E., 111.01 feet to the point of BEGINNING.

Be all the said measurements more or less, said parcel containing an area of about 5,976 square feet, and being shown upon a plan marked "Land in Somerville, Mass., Boston & Maine Railroad to Paul M. Haley, J. T. Kerwin, Ass't Chief Engr. Oct. 1960, recorded with Middlesex County Registry of Deeds, Book 9794, Page 510.

Excepting from the above described premises a portion thereof approximately 675 square feet more or less, which represents a permanent land taking by the state shown on a Commonwealth of Massachusetts Plan of Road in the City of Somerville, Middlesex County, dated February 11, 1981, recorded in the Middlesex South Registry of Deeds Feb. 26, 1981, Book 14224, Page 180.

*See judgment
Sh 36-38*

25.00

1004

02:35:47

01/14/94

337.44

MISS. EXCISE TAX:

PROPERTY ADDRESS: 48 Webster Avenue, Somerville, Mass.
(61 Prospect St., Somerville, MA)

BK 24169 PG 387

Said premises are conveyed subject to and with the benefit of rights, easements, and agreement of record insofar as the same are now in force and applicable.

Being the same premises conveyed to me by deed dated August 14, 1986, recorded with said Deeds in Book 17335, Page 616.

Executed as a sealed instrument this 12th day of January, 1994.

Fernando M. Correia
Fernando M. Correia

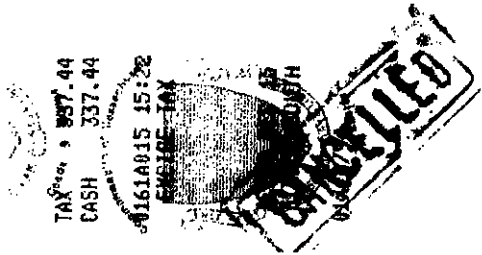
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

January 12, 1994

Then personally appeared the above named FERNANDO M. CORREIA and acknowledged the foregoing instrument to be his free act and deed, before me,

H. D. Reynolds
Notary Public *Howard D. Reynolds*
My Commission expires: 2/24/2000





Bk: 35970 Pg: 078

Recorded: 07/25/2002

Document: 00001052 Page: 1 of 2

37
Q.N

MANUEL MOREIRA and MARIA C. MOREIRA, both of Lancaster, Worcester County, Massachusetts

in consideration of \$1.00

grant to MICHAEL RAPOSA, 42 Washington Avenue, Burlington, Middlesex County, Massachusetts

with quitclaim covenants

The land with the buildings thereon situated in Somerville, County of Middlesex, Massachusetts, bounded and described as follows:

BEGINNING on the northwesterly side of Prospect Street and land of the Boston & Maine Railroad at a point N. 27° 03' 20" E., 30.33 feet from Station 106 06.95 on the center line of location of the Boston/division of the Boston and Maine Railroad

THENCE running along Prospect Street, so-called S. 27° 03' 20" W., 95.23 feet;

THENCE turning with a curve to the right having a radius of 20 feet, 21.20 feet;

THENCE running along Webster Avenue N. 13° 44' 50" W., 138.75 feet;

THENCE turning and running along remaining land of said Boston & Maine Railroad;

THENCE S. 54° 29' 06" E., 111.01 feet to the point of BEGINNING.

Be all the said measurements more or less, said parcel containing an area of about 5,976 square feet, and being shown upon a plan marked "Land in Somerville, Mass., Boston & Maine Railroad to Paul M. Haley, J. T. Kerwin, Ass't Chief Engr. Oct. 1960, recorded with Middlesex County Registry of Deeds, Book 9794, Page 510.

The above described premises is subject to a Layout and Order of Taking by the state as shown on a Commonwealth of Massachusetts Plan of Road in the City of Somerville, Middlesex County, dated February 11, 1981, recorded in the Middlesex South Registry of Deeds Feb. 26, 1981, Book 14224, Page 180.

Said premises are conveyed subject to and with the benefit of rights, easements, and agreement of record insofar as the same are now in force and applicable.

For my title see deed dated March 17, 1981, recorded with said Deeds in Book 14238, Page 363. See also Judgment of the Land Court dated October 24, 2001

48 Webster Ave., Somerville, MA

MSD 07/25/02 02:49:59 1052 45.00

and recorded herewith. Said deed is given to correct the description of the premises as described in a deed recorded Book 17335, Page 616.

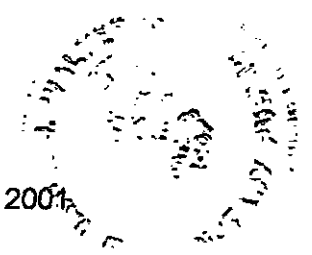
Executed as a sealed instrument this 31st day of October, 2001.

Manuel Moreira Maria C. Moreira
MANUEL MOREIRA MARIA C. MOREIRA

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

October 31, 2001



Then personally appeared the above named MANUEL MOREIRA and MARIA C. MOREIRA and acknowledged the foregoing instrument to be their free act and deed, before me,

[Signature] 10.4.07
Notary Public
My Commission expires:



Bk: 35970 Pg: 080

Recorded: 07/25/2002

Document: 00001053 Page: 1 of 2

FERNANDO M. CORREIA, of Billerica, Middlesex County, Massachusetts

in consideration of ONE (\$1.00) DOLLAR

grant to MICHAEL RAPOSA, 42 Washington Avenue, Burlington, Middlesex County, Massachusetts

with quitclaim covenants

The land with the buildings thereon situated in Somerville, County of Middlesex, Massachusetts, bounded and described as follows:

BEGINNING on the northwesterly side of Prospect Street and land of the Boston & Maine Railroad at a point N. 27° 03' 20" E., 30.33 feet from Station 106 06.95 on the center line of location of the Boston/division of the Boston and Maine Railroad

THENCE running along Prospect Street, so-called S. 27° 03' 20" W., 95.23 feet;

THENCE turning with a curve to the right having a radius of 20 feet, 21.20 feet;

THENCE running along Webster Avenue N. 13° 44' 50" W., 138.75 feet;

THENCE turning and running along remaining land of said Boston & Maine Railroad;

THENCE S. 54° 29' 06" E., 111.01 feet to the point of BEGINNING.

Be all the said measurements more or less, said parcel containing an area of about 5,976 square feet, and being shown upon a plan marked "Land in Somerville, Mass., Boston & Maine Railroad to Paul M. Haley, J. T. Kerwin, Ass't Chief Engr. Oct. 1960, recorded with Middlesex County Registry of Deeds, Book 9794, Page 510.

The above described premises is subject to a Layout and Order of Taking by the state as shown on a Commonwealth of Massachusetts Plan of Road in the City of Somerville, Middlesex County, dated February 11, 1981, recorded in the Middlesex South Registry of Deeds Feb. 26, 1981, Book 14224, Page 180.

Said premises are conveyed subject to and with the benefit of rights, easements, and agreement of record insofar as the same are now in force and applicable.

For my title see deed dated August 14, 1986, recorded with said Deeds in Book 17335, Page 616. See also deed from Manuel Moreira and Maria C. Moreira and see also Judgment of the Land Court dated October 24, 2001 recorded

39

92-X

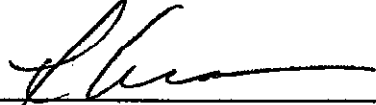
MSD 07/25/02 02:50:00 1053 45.00 48 Webster Ave, Somerville, MA

pl 56907 1961

40

herewith. Said deed is given to correct the description of the premises as described in a deed recorded Book 24169, Page 386.

Executed as a sealed instrument this 2 day of November, 2001.



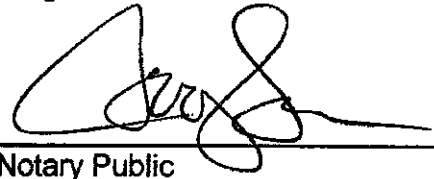
Fernando M. Correia

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Nov. 2, 2001

Then personally appeared the above named FERNANDO M. CORREIA and acknowledged the foregoing instrument to be his free act and deed, before me,



Notary Public
My Commission expires: _____

Jeffrey S. Maron, Notary Public
My Commission Expires Dec. 6, 2007



Bk: 35970 Pg: 074

Recorded: 07/25/2002

Document: 00001048 Page: 1 of 1

36
1/11

(SEAL)

**COMMONWEALTH OF MASSACHUSETTS
LAND COURT DEPARTMENT
OF THE TRIAL COURT**

MIDDLESEX, SS.

CIVIL ACTION
NO. 271771

Michael Raposa

VS

John J. O'Donnell, his heirs, devisees or legal representatives

JUDGMENT

This complaint, having been filed on May 9, 2001 and the defendants having been defaulted pursuant to Mass. R. Civ. P. 55(a), thereupon, upon consideration thereof, it is

ADJUDGED and ORDERED that the deed from John J. O'Donnell to Manuel Moreira and Maria C. Moreira dated March 17, 1981 and recorded with the Middlesex South District Registry of Deeds in Book 14238, Page 363 is reformed by striking the words, "excepting from the above described premises a portion thereof approximately 675 square feet more or less, which represents a permanent land taking by the state shown on a Commonwealth of Massachusetts, Plan of Road in the City of Somerville, Middlesex County, dated February 11, 1981 recorded in the Middlesex South Registry of Deeds Feb 26, 1981, Book 14224, Page 180" and substituting therefor the words, "the above described premises is subject to a Layout and Order of Taking by the state as shown on a Commonwealth of Massachusetts Plan of Road in the City of Somerville, Middlesex County, dated February 11, 1981, recorded in the Middlesex South Registry of Deeds Feb. 26, 1981, Book 14224, Page 180", the Court having found there was a scrivener's error.

By the Court. (Scheier, J.)

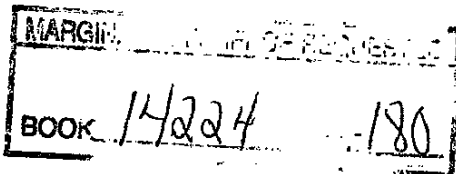
Attest:

CHARLES W. TROMBLY, JR.
Recorder.

DATED: October 24, 2001

A TRUE COPY
ATTEST:

Charles W. Trombly, Jr.
RECORDER



MSD 07/25/02 02:49:50 1048 50.00

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D5 PARCEL DEEDS

VESTING DEED

PARCEL BB

231 WASHINGTON STREET, SOMERVILLE, MASSACHUSETTS

20



Bk: 50569 Pg: 599 Doc: DEED
Page: 1 of 2 01/08/2008 11:36 AM

MASSACHUSETTS QUITCLAIM DEED

I, **MARIE T. DAVIDIAN**, Trustee of the **JAMES P. DAVIDIAN FAMILY TRUST**, u/d/t
March 19, 1997,

**FOR CONSIDERATION PAID AND IN FULL CONSIDERATION OF TEN (\$10.00)
DOLLARS,**

Handwritten initials

Grant to **DAVIDIAN WASHINGTON STREET, LLC**, a Limited Liability Company duly formed under the laws of the Commonwealth of Massachusetts with its principal place of business located at 231 Washington Street, Somerville, Middlesex County, Commonwealth of Massachusetts, with **QUITCLAIM COVENANTS**, the premises known as **231 Washington Street, Somerville, Middlesex County, Massachusetts**, further bounded and described as follows:

- SOUTHERLY** by Washington Street, 101 feet, more or less;
- EASTERLY** by Columbus Avenue, 85 feet, more or less;
- NORTHERLY** by land now or formerly of Hurley, 92 feet, more or less; and
- WESTERLY** by land now or formerly of United States of America, 90 feet, more or less.

Containing 8209 square feet, more or less.

Being the same property conveyed to Gulf Oil Corporation of Pennsylvania by Gulf Refining Company, a Texas corporation, by deed dated January 31, 1936, recorded in Middlesex County, So. Dist., Registry of Deeds in Book 6016, Page 402.

Gulf Oil Corporation of Pennsylvania, Grantee in Deed dated January 31, 1936 recited hereinabove, and Gulf Oil Corporation, Grantor herein, are one and the same legal entity. Gulf Oil Corporation of Pennsylvania, by Articles of Amendment to its Articles of Incorporation filed in the Office of the Secretary of the Commonwealth of Pennsylvania on May 5, 1936, changed its corporate name to Gulf Oil Corporation. A certified copy of said Articles of Amendment to the Articles of Incorporation was duly filed for record on May 19, 1936 in the Office of the Commissioner, Dept. of Corporations and Taxation, Commonwealth of Massachusetts.

No title exam was prepared.

For title reference, see deed dated May 24, 1960, and recorded in Suffolk County Registry of Deeds Book 9613, Page 398.

See also Norfolk County Probate Court Docket No. 06P3113EP1.

Prepared by and return to:
Cushing & Dolan, P.C.
1330 Boylston Street, Suite 100
Chestnut Hill, MA 02467

Property Address: 231 Washington Street, Somerville, Massachusetts

Page 2 of 2

WITNESS our hands and seals this 19 day of December, 2007.

Marie T. Davidian
MARIE T. DAVIDIAN, Trustee
JAMES P. DAVIDIAN FAMILY TRUST

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 19 day of December 2007, before me, the undersigned Notary Public, personally appeared **MARIE T. DAVIDIAN**, proved to me through satisfactory evidence of identification which was photo identification personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Michael Thomas Baker
Notary Public: Michael Thomas Baker
My Commission Expires: 12/28/2012

Ernest C. Puma
Ernest C. Puma
Notary Public, State of Massachusetts
My Commission Expires: 3/31/2012
3. Register

VESTING DEED

PARCEL S

237 WASHINGTON STREET, SOMERVILLE, MASSACHUSETTS

16



Bk: 64300 Pg: 451 Doc: DEED
Page: 1 of 5 09/30/2014 10:47 AM

95

AFTER RECORDING, RETURN TO:

Kate Lewis, Esquire
Nelson Mullins Riley & Scarborough LLP
Atlantic Station
201 17th Street NW, Suite 1700
Atlanta, GA 30363

237 Washington St. Somerville

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 29th day of September 2014, for valuable consideration of Two Million Seven Hundred Fifty Thousand Dollars and 00/100 (\$2,750,000.00) the receipt and sufficiency of which is hereby acknowledged, the **United States Postal Service, an independent establishment of the Executive Branch of the Government of the United States of America**, "Grantor," having an office address of 475 L'Enfant Plaza SW, Washington DC 20260, hereby grants to **Union Square Partners LLC**, "Grantee," a Delaware limited liability company, having its usual place of business c/o Live Nation, 36 Bay State Road, Cambridge, MA 02138,

with Quitclaim Covenants,

the following parcel of land with the buildings thereon, situated in Somerville, County of Middlesex, Commonwealth of Massachusetts, known, described as follows:

Beginning at a point being the intersection of the northerly side of Washington Street with the easterly side of Bonner Avenue; running thence in an eastwardly direction along the northerly side of Washington Street a distance of one hundred thirteen and twenty-six hundredths (113.26) feet to a point; thence in a northwardly direction a distance of two hundred five and six tenths (205.6) feet to a point; thence in a westwardly direction a distance of one hundred twenty-two and sixty-seven hundredths (122.67) feet to a point in the easterly side of Bonner Avenue; thence along the easterly side of Bonner Avenue in a southwardly direction a distance of two hundred six and six tenths (206.6) feet to the point or place of beginning; as shown by Plot Plan entitled "Land Proposed to be acquired through Condemnation Proceedings as a Post Office Site at Somerville Mass" dated October 12, 1934 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 5915, Page 284.

(17)

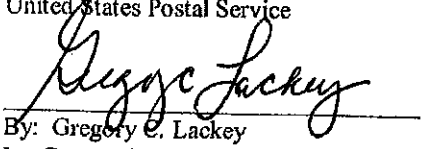
Being the same premises acquired by the Grantor by Final Decree dated February 5, 1935 and recorded with the Registry in Book 5915, Page 283 and Judgment on the Declaration of Taking dated February 8, 1935 and recorded with the Registry in Book 5915, Page 286.

Property Address: 237 Washington St., Somerville, Massachusetts, 02143

This Quitclaim Deed is made subject to the Historic Preservation Covenant set forth in Exhibit A attached hereto and made a part hereof.

For authority of the undersigned signatory, reference is made to Contracting Officer Delegation of Authority of the United States Postal Service dated June 11, 2013, a copy of which is attached hereto and made a part hereof as Exhibit B.

GRANTOR:
United States Postal Service

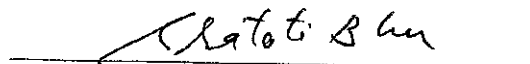


By: Gregory C. Lackey
Its: Contracting Officer

State of New Jersey)
County of Burlington)

I, the undersigned, a notary public in and for said county in said state, hereby certify that the Contracting Officer, whose name Gregory C. Lackey of the United States Postal Service is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for its stated purpose for and as the act of the United States Postal Service.

Given under my hand and official seal this 25 day of September, 2014.


Notary Public
My commission expires: 7/29/2019

This Instrument was prepared by:
Rozann M. Heininger, Attorney
United States Postal Service
1720 Market Street, Room 2400
St. Louis, Missouri 63155-994



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Exhibit A

Protective Covenants

In consideration of the conveyance of certain real property, hereinafter referred to as the former Somerville Branch Post Office located at 237 Washington Street in Massachusetts, Grantee hereby covenants on behalf of himself/herself/themselves, his/her/their/its heirs, successors, and assigns at all times to the Massachusetts State Historic Preservation Office:

1. To preserve and maintain the former Somerville Branch Post Office in a manner that preserves the building in accordance with the recommended approaches in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, 1992) in order to preserve and enhance those qualities that make the former Somerville Branch Post Office eligible for inclusion in the National Register of Historic Places;
2. That no construction, alteration, remodeling or any other work shall be undertaken or permitted to be undertaken on the exterior of the former Somerville Branch Post Office which would affect or diminish the integrity or the appearance of the former Somerville Branch Post Office without the express prior written permission of the Massachusetts State Historic Preservation Officer, signed by that individual or a fully authorized representative thereof;
3. That the Massachusetts State Historic Preservation Officer or a fully authorized representative thereof shall be permitted at all reasonable times to inspect the former Somerville Branch Post Office in order to ascertain if the above conditions are being observed. Prior to said inspection, the Massachusetts SHPO shall furnish properly written notification of its intent to inspect to the Grantee;
4. That these covenants are binding on the Grantee, his/her/their/its heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be incorporated into any deed or other legal instrument by which she/he/they/it divests her/him/itself/themselves of either the fee simple title or any other lesser estate in the former Somerville Branch Post Office or any part thereof;
5. That the failure of the Massachusetts SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time; and
6. That these covenants shall be a binding servitude upon the real property that includes the former Somerville Branch Post Office and shall be deemed to run with the land.

These covenants shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

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Exhibit B
Contracting Officer Warrant

20

EXHIBIT B

Real Estate and Assets
FACILITIES HEADQUARTERS



June 11, 2013

GREGORY C. LACKEY
REAL ESTATE SPECIALIST
HEADQUARTERS

SUBJECT: Contracting Officer Delegation of Authority

In accordance with the authority granted to me as Manager, Facilities Real Estate and Assets from the Vice President, Facilities, I hereby delegate to you the following contracting authority for real estate and real estate related services:

1. Disposals – Up to \$5,000,000 per property.
2. Acquisitions – Up to \$2,000,000 per property.
3. Leasing – Rental up to \$500,000/year base rent, not to exceed \$5,000,000 total for the base term, including the cost of tenant improvements performed by lessor, if any.
4. Real Estate Support Contracts for Asset Management Projects and Developmental Projects – Standard form of contract for Real Estate Services and other agreements up to \$250,000 per project. Real Estate Service Contracts (RESC) and other Real Estate Indefinite Quantity Contracts (IQC) – Up to IQC limits for individual work orders, total limit up to \$250,000 per project (\$250,000 limit excludes RESC Work Orders for brokerage commissions).
5. Authority to grant license, access or right of entry agreements to third parties to occupied postal facilities for stated purposes and fixed duration and authority to grant easements in connection with acquisitions that are within your contracting authority.

This delegation supersedes all prior delegations issued to you for contracting authority for real estate and real estate related services. The authority I have delegated may not be re-delegated, in whole or in part. Your authority is effective immediately and will remain in effect until such time as you are reassigned to a new position, have the authority revoked, or separate from the Postal Service.

Please remember that as a contracting officer for the Postal Service and as a public servant, you must conduct all of your business transactions in the highest ethical manner. Our good name, and yours, must not be compromised. Please take this opportunity to re-familiarize yourself with the *Employee and Labor Relations Manual*, Part 660, "Conduct."

Jane E Bjork
Manager, Facilities Real Estate and Assets

cc: Tom A. Samra, Vice President, Facilities
Facilities, Manager Program Management

475 L'Enfant Plaza, SW, Room 6678
Washington, DC 20260-1882
TEL: 202-268-8483
FAX: 202-268-6305
www.usps.com

VESTING DEED

PARCEL V

223 WASHINGTON STREET, SOMERVILLE, MASSACHUSETTS

46
JL

MA-Site #2012

LIMITED WARRANTY DEED

BLOOR AUTOMOTIVE, INC., a Delaware corporation, formerly known as SPEEDY MUFFLER KING, INC., a Delaware corporation a corporation duly established under the laws of Delaware, and having its usual place of business at 365 Bloor Street, Suite 1200, Toronto, Ontario, Canada M4W 3M7

for consideration paid and in full consideration of \$ 260,000.00

grants to BRAZOS AUTOMOTIVE PROPERTIES, L.P., a Delaware limited partnership, whose mailing address is: 2911 Turtle Creek Boulevard, Suite 1240, Dallas, Texas 75219,

with limited warranty covenants against lawful claims by all persons through or under grantor and none other, the land in Middlesex County, of the Commonwealth of Massachusetts, more particularly described as follows:

Now
MORRO Muffler
Brazos One
SPM

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN

SUBJECT to the Permitted Exceptions set forth on Exhibit "B" attached hereto and incorporated herein.

IN WITNESS WHEREOF, the said BLOOR AUTOMOTIVE INC., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Martin J. Ciotti its Vice - President and Asst. Treasurer hereunto duly authorized, this 15th day of August, 1998. as of
Sept.

Signed and sealed in the presence of:

BLOOR AUTOMOTIVE, INC., a Delaware corporation, formerly known as SPEEDY MUFFLER KING, INC., a Delaware corporation

[Signature]
[Signature]

By: [Signature]
Its Vice President
By: [Signature]
Its Asst. Treas.

{Corporate Seal}

9851-00435
WASHINGTON ST
223

*** MASS. EXCISE TAX: 1185.60 ***
MSD 10/08/98 03:21:15 854 25.00

TAX 1185.60
CASH 1185.60
89440037 1A:27
EXCISE TAX
CANCELLED
DEEDS REC 85
MIDDLE SOUTH
10/08/98

STATE OF ILLINOIS

)SS:

COUNTY OF COOK

On this 3rd day of Sept, 1998, before me appeared Martin S. Ciotti and _____, to me personally known, who, did say that they are the Vice President and Asst. Treas., respectively of the corporation of BLOOR AUTOMOTIVE, INC., a Delaware corporation, formerly known as SPEEDY MUFFLER KING, INC., a Delaware corporation, and is the free act and deed of said Martin S. Ciotti and _____, and that the seal affixed to said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said Martin S. Ciotti and _____ acknowledged said instrument to be the free act and deed of said corporation.

Patricia M. Crabtree
Notary Public
 (Notary Public Justice of the Peace)

My commission expires 7/26/01

This instrument was prepared by:
 Marilyn A. Moore, Esq.
 Foley & Lardner
 777 South Flagler Drive, Suite 200
 West Palm Beach, Florida 33401

Reviewed by:
 Chicago Title and Trust Company(NBU)
 220 Commerce Drive, Suite 200
 Fort Washington, PA 19034

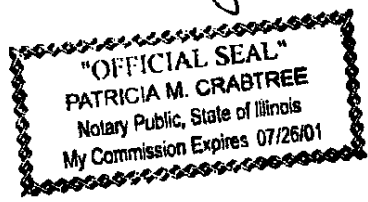


EXHIBIT "A"

LEGAL DESCRIPTION

MA-Site #2012

Plan reference is missing

The land in Somerville, Massachusetts with improvements thereon bounded and described as follows:

- Southerly by Washington Street 147.26 feet;
- Westerly by Columbus Avenue 104.53 feet;
- Northerly by land now or formerly of Frank Racca 81.69 feet;
- Easterly by land of said Racca 6.57 feet;
- Northerly by land now or formerly of Salvatore Baudo 39.78 feet;
- Easterly by land now or formerly of William Leathan 100.0 feet.

EXHIBIT "B" - MA-SITE #2012

Permitted Exceptions

1. Lien for taxes, assessments and governmental charges or levies which are neither delinquent nor due and payable.
2. Zoning, building and other laws and ordinances of general application.
3. ~~Matters shown on survey prepared by United Surveyors & Engineers, dated June 22, 1998.~~
4. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of Washington Street and Columbus Avenue (Windham Road).
5. Taking for the layout of Windham Road by the City of Somerville dated September 11, 1902, recorded in Book 3003, Page 90.

All instruments are recorded in the Public Records of Middlesex County, Massachusetts, unless otherwise indicated.

D6 PARCEL DEEDS

VESTING DEED

PARCEL AA

286 SOMERVILLE AVENUE, SOMERVILLE, MASSACHUSETTS

82



2004 00246859
Bk: 43760 Pg: 250 Doc: DEED
Page: 1 of 3 09/23/2004 10:32 AM

3
8

QUIT-CLAIM DEED

We, HELEN D'ALELIO and RALPH D'ALELIO, husband and wife, both of One Smith Farm Trail, Lynnfield, Massachusetts 01940, for which consideration does not exceed One Hundred (\$100.00) Dollars and for which no revenue tax is required
✓ grant to D'ALELIO FAMILY, LLC, a Delaware limited liability company, authorized to do business in the Commonwealth of Massachusetts with a principal place of business at 430 Salem Street, Medford, Massachusetts 02155, having a property address of 282 Somerville Avenue, Somerville, Massachusetts with Quit-Claim Covenants:

A certain parcel of land together with the buildings thereon, at the corner of Somerville Avenue and Prospect Street in said Somerville, more particularly described in Exhibit "A" attached hereto and incorporated by reference herein.

Being the same premises conveyed to Grantors from DUNKIN' DONUTS OF MASS., INC. by Quitclaim Deed dated February 21, 1991 and recorded with the Middlesex South District Registry of Deeds on February 25, 1991 at 10:27 a.m. in Book 21019, Page 488, Instrument No. 165.

WITNESS our hands and seals this 15th day of September, 2004.

Helen D'Alerio

Helen D'Alelio

Ralph D'Alerio

Ralph D'Alelio

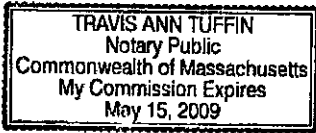
✓ Property Address
282 Somerville Avenue, Somerville, MA

ret. to loca of Susan
5 Benefit St
Providence RI
02904

83

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Plymouth

In Plymouth on this 15th day of September, 2004
before me personally appeared the above-named Helen
D'Alelio and Ralph D'Alelio, to me known and known to me to
be the parties executing the foregoing instrument and they
acknowledged said instrument by them executed to be their
free act and deed.



Travis Ann Tuffin

Notary Public

TRAVIS ANN TUFFIN

(Print Name)

My Commission Expires: 5/15/2009.

(Affix Seal)

After recording, please return the original document to:
Louis A. Sousa, Esq.
Lisa & Sousa, Ltd.
5 Benefit Street
Providence, RI 02904

✓ Grantees' Address:
One Smith Farm Trail
Lynnfield, MA 01940

f:\document\estate\retitling\dalelor282somer.ded.doc

84

EXHIBIT "A"

A certain parcel of land together with the Buildings thereon, at the corner of Somerville Avenue and Prospect Street in said Somerville, being shown on a plan entitled "Plan of Land in Somerville, Mass. by Somerville Engineering Services, Inc.", dated Feb. 1968, recorded as Plan Number 162 of 1968 recorded with Middlesex South Registry of Deeds on February 29, 1968 with a deed recorded in Book 11472, Page 731 and being bounded and described according to said plan as follows:

- NORTHEASTERLY by Somerville Avenue, eight-nine (89) feet, more or less;
- SOUTHEASTERLY by Prospect Street, eighty-two (82) feet, more or less, and by Newton Street, ninety-six and seven tenths (96.7) feet, more or less;
- SOUTHERLY by Everett Street, forty-three (43) feet, more or less;
- WESTERLY by land marked "Tilo Mfg. Co.", eighty-three (83) feet, more or less; and
- NORTHWESTERLY by said Tilo land, eight-eight (88) feet, more or less.

Containing 13,394 square feet, more or less, according to said plan.

Property Address: 282 Somerville Avenue, Somerville, MA

Paul C. Benson
Acting Registrar

VESTING DEED

PARCEL P

9 UNION SQUARE, SOMERVILLE, MASSACHUSETTS

79



Bk: 63105 Pg: 492 Doc: DEED
Page: 1 of 3 12/23/2013 02:59 PM

67

[Pages 3]

QUITCLAIM DEED

ELLEN DiFONZO, of 18 Perry Street, Watertown, Massachusetts ("Grantor")

IN CONSIDERATION OF

One Million Fifty Thousand and No/100 Dollars (\$1,050,000.00) paid

GRANT TO

UNION 2 ASSOCIATES, LLC, a Massachusetts limited liability company having an address of 39 Brighton Avenue, Boston, MA 02134 ("Grantee")

WITH QUITCLAIM COVENANTS

THE FOLLOWING DESCRIBED PREMISES:

Two certain parcels of land, situated at Union Square, Somerville, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Parcel 1

A certain parcel of land, situated in said Somerville, with the buildings thereon, being shown as **Lot B** on a certain plan of land entitled, "Subdivision Plan of Land in Somerville, Mass.," made by Fred W. Gould, Surveyor, dated April 12, 1980, and recorded in the Registry of Deeds for the Southern District of said Middlesex County as Plan No. 600 of 1980, in Book 13974, Page 469, reference to which plan is hereby made for a more particular description, said parcel being more particularly bounded and described as follows:

SOUTHEASTERLY by Somerville Avenue, forty (40) feet;

SOUTHWESTERLY by Lot A, as shown on said plan, one hundred twenty and sixty-nine hundredths (120.69) feet;

9 Union Square, Somerville

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD# 001
Date: 12/23/2013 02:59 PM
Ctrl# 198774 16192 Doc# 00261133
Fee: \$4,788.00 Cons: \$1,050,000.00

80

WESTERLY by a line running through the center of a creek, fifty-one and thirty-five hundredths (51.35) feet;

NORTHEASTERLY by Parcel 2 hereof, one hundred fifty-two and sixty-seven hundredths (152.67) feet.

Containing 5,467 square feet, according to said plan.

Parcel 2

A certain parcel of land, situated in said Somerville, adjoining the Westerly side of the first parcel hereinbefore described, being more particularly bounded and described as follows:

NORTHERLY by Somerville Avenue, one hundred twenty (120) feet;

WESTERLY by land now or formerly of Sanborn and Davis by two lines, the first line, one hundred twenty-one (121) feet and the second line eighty-three and seventy hundredths (83.70) feet to the middle of a creek, as shown on a plan by C. D. Elliot dated October 4, 1861, recorded in said Registry in Book of Plans 10, Plan 15;

SOUTHERLY by land through the center of a creek, as shown on said plan, sixty and fifty-nine hundredths (60.59) feet; and

EASTERLY by land now or formerly of Robert Vinal, one hundred fifty-two (152) feet.

Containing 16,000 square feet, according to said plan.

Meaning and intending, and hereby conveying the same premises conveyed to the above named Grantor by deed of Salvatore DiFonzo dated June 4, 1986 and recorded in the Middlesex Southern District Registry of Deeds in Book 17084 Page 504.

The Grantor does not occupy the premises as her principal residence and neither she, nor any other party, claims a right of homestead in the premises.

[Signature Page Follows]

81

Executed as a sealed instrument this 19 day of December, 2013

Ellen F. DiFonzo
Ellen F. DiFonzo

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 19 day of December, 2013, before me, the undersigned notary public, personally appeared Ellen F. DiFonzo, proved to me through satisfactory evidence of identification, which was/were

 current document issued by federal or state government agency bearing photographic image of face of document signer

document signer is personally known to the notary

to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]

Notary Public

My Commission Expires: Nov. 7, 2019



SHAWN S. KARIMI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 7, 2019

VESTING DEED

PARCEL Q

290 SOMERVILLE AVENUE, SOMERVILLE, MASSACHUSETTS

001-5-7571 2-27 517M-01000

1110/ 08

TILO COMPANY, INC.
 a corporation duly established under the laws of State of Delaware
 and having its usual place of business at Stratford, Fairfield County, Connecticut
 of \$43,000
 grants to FABRIZIO REALTY CORP. a Massachusetts corporation having an usual place of
 business at 290 Somerville Avenue, Somerville, Middlesex County, Massachusetts

with quitclaim warranties

the land in Somerville, Middlesex County, Massachusetts, known and described as follows:

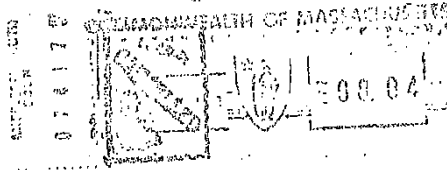
[Description and encumbrances, if any]

All that certain piece and parcel of land situated in said Somerville, together with the buildings thereon, and commencing at the Southwesterly corner of Prospect Street and Somerville Avenue (formerly Milk Street) thence running Southwesterly on Prospect Street eighty-two (82) feet; thence turning and running Southwesterly but more Westerly along Newton Street (formerly Brick Yard Lane) ninety-six (96) feet, nine (9) inches Everett Street; then turning and running in a Northwesterly direction along said Everett Street sixty-eight (68) feet, eleven (11) inches to land now or formerly of G. W. Daniels; thence turning and running Northeasterly along said land of said Daniels eighty-five (85) feet, to the middle of what was a crack or water course; thence turning and running Northwesterly along said middle of said crack twelve (12) feet, ten (10) inches, to lot three (3) on plan hereinafter referred to; thence turning and running Northeasterly along said lot three (3) ninety (90) feet, eight (8) inches to Somerville Avenue; thence turning and running Southeasterly along said Somerville Avenue one hundred twenty-eight (128) feet to the point of beginning. Being known as Lots 4, 5, 6, and part of 7, as shown on a Plan of Lots in Somerville owned by Robert Vinal, Esquire, W. A. Mason, Surveyor, July 1852, and recorded in Middlesex South District Deeds, Plan Book 9, plan 59. Being the same premises conveyed by Warranty Deed from Fenton R. Brydie to Tilo Roofing Company, Inc., dated March 23, 1938, recorded in Middlesex County, Southern District Registry of Deeds, March 30, 1938 in Book 6195 page 208.

EXCEPTING THEREFROM, however, the following described portion of the above premises, which has previously been conveyed by Tilo Roofing Company, Inc. to Thomas F. Bennett and Daniel C. Bennett by Quitclaim Deed dated February 4, 1941 and recorded in said Registry of Deeds in Book 6468, Page 388, said excepted piece being bounded and described as follows:

Commencing at the southwesterly corner of Prospect Street and Somerville Avenue, running thence southwesterly on Prospect Street eighty-two (82) feet, more or less; thence running southwesterly but more westerly, on Newton Street ninety-six (96) feet nine (9) inches, more or less, to Everett Street, thence running northwesterly on Everett Street, forty-three (43) feet, more or less, to a steel fence bounding other land of Tilo Roofing Company, Inc.; thence northeasterly along said fence and along building of said Tilo Roofing Company, Inc., eighty-three (83) feet, more or less, to a point; thence northeasterly, but more easterly, along said building eighty-eight (88) feet, more or less, to Somerville Avenue; thence southeasterly on Somerville Avenue ninety (90) feet, more or less, to the point of beginning.

As partial consideration for this Deed, the Grantee assumes and agrees to pay taxes for the tax year of January 1, 1973 - December 31, 1973.



In witness whereof, the said **TILO COMPANY, INC.** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by **John J. Flynn** its vice president hereto duly authorized, this **third** day of **October** in the year one thousand nine hundred and **seventy-three**.

Signed and sealed in presence of

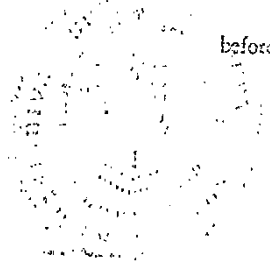
Edward G. Hall
Edward G. Hall, Secretary

TILO COMPANY, INC.
by *John J. Flynn*
John J. Flynn, Vice President

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD
in, Branford
October 3, 1973

Then personally appeared the above named **John J. Flynn** and acknowledged the foregoing instrument to be the free act and deed of the **TILO COMPANY, INC.**

before me



John J. Flynn
My commission expires **April 1, 1978**

State of Connecticut
COUNTY OF FAIRFIELD
County Clerk's Office.

L. J. LEO CAMPANA, Clerk of said County, and of the Superior Court in and for said County, the same being a Court of Record, hereby lawfully certify

That *John J. Flynn* whose name is subscribed to the foregoing of public acknowledgment of a true and correct copy of the annexed instrument, and the date of filing of a public acknowledgment of said instrument, is a duly qualified and authorized officer of said County.

VESTING DEED

PARCEL Y

2 UNION SQUARE, SOMERVILLE, MASSACHUSETTS

27



2013 00240367
Bk: 62935 Pg: 195 Doc: DEED
Page: 1 of 3 11/15/2013 02:58 PM

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 11/15/2013 02:58 PM
Ctr# 198828 17777 Doc# 00240367
Fee: \$8,664.00 Cons: \$1,900,000.00

3-4 Union Square and 16-18 Everett Street Somerville, MA
2 Union Square, Somerville, MA

QUITCLAIM DEED

CARLO MAUGINI-HANSEN, of Billerica, Massachusetts and GERADO I. FABRIZIO, also known as GERARDO I. FABRIZIO, of Saugus, Massachusetts

IN CONSIDERATION OF

One Million Nine Hundred Thousand (\$1,900,000.00) Dollars

GRANT TO

UNION 2 ASSOCIATES, LLC, a Massachusetts limited liability company having an address of 39 Brighton Avenue, Boston, Massachusetts 02134

WITH QUITCLAIM COVENANTS

THE FOLLOWING DESCRIBED PREMISES:

Two certain parcels of land with the buildings thereon located in Somerville, Middlesex County and being further described as follows:

PARCEL ONE:

A certain parcel of land, together with the buildings thereon, situated on Union Square and Everett Street in the City of Somerville, Middlesex County, Massachusetts, known as 3-4 Union Square and 16-18 Everett Street, and more particularly bounded and described as follows:

NORTHEASTERLY by Union Square, fifty-eight and 58/100 (58.58) feet;

SOUTHEASTERLY by land now or formerly of Matilda Gross, ninety-three and 50/100 (93.50) feet;

BONACCORSO + ASSOCIATES
151 DARTMOUTH STREET
SUITE 501
BOSTON, MA 02116

23

SOUTHWESTERLY by said land now or formerly of Gross, three and 00/100 and (3.00) feet;

SOUTHEASTERLY again by land now or formerly of Gross, eighty-four and 00/100 (84.00) feet;

SOUTHWESTERLY again by Everett Street, sixty-one and 00/100 (61.00) feet;

WESTERLY by land now or formerly of Mary F. Smyth, sixty-six and 00/100 (66.00) feet;

NORTHERLY by land now or formerly of Koren Kolligan et al, forty-nine and 50/100 (49.50) feet;

NORTHEASTERLY again by said land now or formerly of Kolligan et al, four and 00/100 (4.00) feet; and

NORTHWESTERLY by said land of Kolligan et al, ninety-eight and 00/100 (98.00) feet.

Containing 12,211.5 square feet of land, more or less.

Being the same premises conveyed to the above named grantors by deed of Dorothy T. Sullivan, Trustee of the Navillus Trust dated October 25, 1979 and recorded with said Deeds in Book 13885 Page 346.

PARCEL TWO:

A certain parcel of land situated in said Somerville, and being shown as Lot A on a plan entitled "Subdivision Plan of Land in Somerville, Mass." Dated April 12, 1980 and recorded in Book 13974, Page 469, as Plan No. 600 of 1980.

Containing 15,599 square feet, according to said plan.


Said Lot A is a portion of Lot numbered 1 and a portion of Lot numbered 2 on a plan of land entitled "Plan of Lots in Somerville owned by Robert Vinal, Esq." W.A. Mason, Surveyor, dated July, 1852 and recorded with the Registry of Deeds for Southern Middlesex County in Book of Plans 98, plan Number 59.

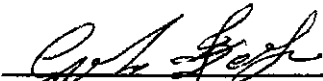
Being the same premises conveyed to the above named grantors by deed of Union Realty of Somerville, Inc. dated May 20, 1980 and recorded with said Deed in Book 13974 Page 469.

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Neither of the grantors occupies the premises as his principal residence and neither they, nor any other party, claim a right of homestead in the premises.

Executed as a sealed instrument this 15th day of November, 2013


Carlo Maugini-Hansen


Gerardo I. Fabrizio, a/k/a
Gerardo I. Fabrizio

COMMONWEALTH OF MASSACHUSETTS

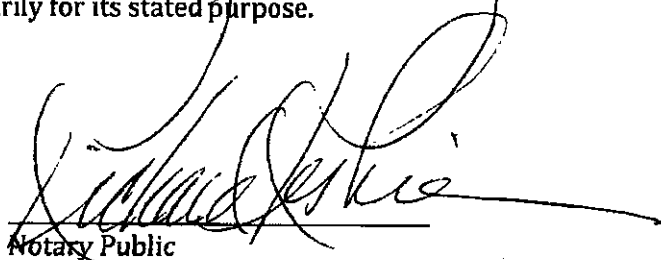
Middlesex, ss.

On this 15th day of November, 2013, before me, the undersigned notary public, personally appeared CARLO MAUGINI-HANSEN and GERADO I. FABRIZIO, also known as GERARDO I. FABRIZIO, proved to me through satisfactory evidence of identification, which was/were

current document issued by federal or state government agency bearing photographic image of face of document signer

document signer is personally known to the notary

to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public

My Commission Expires:



VESTING DEED

PARCEL Z

298 SOMERVILLE AVENUE, SOMERVILLE, MASSACHUSETTS

32



Bk: 63528 Pg: 296 Doc: DEED
Page: 1 of 2 04/25/2014 11:59 AM

QUITCLAIM DEED

One Union Square, LLC, a Massachusetts limited liability company with a principal office of 35 Medford Street, Suite 211, Somerville, Middlesex County, Massachusetts 02143 for consideration paid and in full consideration of Two Million Four Hundred Forty Thousand Dollars and 00/100 (\$2,440,000.00) Dollars, does hereby grant to Union 2 Associates, LLC, a Massachusetts limited liability company with a principal office of 39 Brighton Avenue, Boston, MA 02134

WITH QUITCLAIM COVENANTS, the following

A certain parcel of land with the buildings and structures now or hereafter standing or placed therein, situated in Somerville, in the County of Middlesex, and Commonwealth of Massachusetts, being bounded and described as follows:

NORTHERLY	by Somerville Avenue, 64 feet;
EASTERLY	by land of owners unknown, 90.67 feet;
NORTHERLY	again, by land of owners unknown, 15.84 feet;
EASTERLY	again, by land of owners unknown, 85 feet;
SOUTHERLY	by Everett Street, 80 feet;
WESTERLY	by land of owners unknown, 85 feet;
NORTHWESTERLY	by land of owners unknown, 2 feet; and
WESTERLY	again, by land of owners unknown, 95 feet.

Being Lot 3 and part of Lot 7 and the whole of Lot 8 on plan of Lots in Somerville owned by Robert Vinal, W.A. Mason, Surveyor, recorded with the Middlesex South District Deeds, Plan Book 9, Plan 59.

Said premises are conveyed subject to restrictions of record so far as the same are now in force and applicable, however not intending to revive any of the same hereby. Said premises are also known as One Union Square, Somerville, Massachusetts.

For Title, see deed to Grantor recorded with the Middlesex County Southern District Registry of Deed, Book 62723, Page 537

The Grantor herein, One Union Square LLC, is not classified as a corporation for federal tax purposes.

LOCUS: 298 Somerville Avenue, Somerville Massachusetts

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 04/25/2014 11:59 AM
Ctrl# 20278618040 Doc# 00051854
Fee: \$1,128.00 Cons: \$2,440,000.00

33

IN WITNESS WHEREOF, the said One Union Square LLC has caused this instrument to be signed, acknowledged and delivered in its name and behalf by Sebastian Mariscal, duly authorized this 17 day of April, 2014.

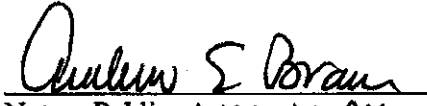
One Union Square LLC

By 
Sebastian Mariscal

COMMONWEALTH OF MASSACHUSETTS

Middlesex,ss.

On this 17th day of April, 2014, before me, the undersigned notary public, personally appeared the above named Sebastian Mariscal, Manager of One Union Square LLC proved to me through satisfactory evidence of identification, which was MA DRW. LLC, to be the person whose name is signed on the preceding deed, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public: ANDREW E. BRAM
My Commission Expires: 10.26.18

D7 PARCEL DEEDS

VESTING DEED

PARCEL CC

41 UNION SQUARE, SOMERVILLE, MASSACHUSETTS

2017 01756828
Bk: 1505 Pg: 133 Cert#: 264563
Doc: DEED 03/28/2017 12:33 PM

Doc
Rec

410 Union Square Somerville

This instrument was prepared by:
Kate Lee-McConnell, Esq.
CRE JV FIVE BRANCH HOLDINGS LLC
90 Park Avenue, 32nd Floor
New York, New York 10016

QUITCLAIM DEED

THIS QUITCLAIM DEED, made in the ordinary course of business, made as of the 14th day of March, 2017, between CRE JV FIVE BRANCH HOLDINGS LLC, a Delaware limited liability company, having an address of c/o Gramercy Property Trust, 90 Park Avenue, 32nd Floor, New York, New York 10016 (the "Grantor") and MSG SOMERVILLE ATM LLC, a Massachusetts limited liability company with an address of c/o The Grossman Companies, Inc., 859 Willard Street, Quincy, Massachusetts 02169 (the "Grantee");

WITNESSETH, that the grantor, for and in consideration of the sum of FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO 00/100 (\$4,250,000.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, with QUITCLAIM COVENANTS, that certain plot, piece or parcel of land, situate, lying and being more particularly described on Schedule A annexed hereto. Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining subject to the matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

To Have and to Hold, the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the said grantee forever.

Grantor is not classified for the taxable year as a corporation for federal income tax purposes. For Grantor's title, see quitclaim deed of Citizens Bank of Massachusetts dated as of July 6, 2006 and recorded with the Middlesex South District Registry of Deeds in Book 48869, Page 47 (and filed with the Middlesex South Registry District of the Land Court as Document No. 200700013705).

238613 - 1332 - 60

MASSACHUSETTS EXCISE TAX
Southern Middlesex District Reg. # 001
Date: 03/28/2017 12:33 PM
Ctrl# 259327 02763 Doc# 01756828
Fee: \$19,380.00 Cons: \$4,250,000.00

IN WITNESS WHEREOF, the Grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

WITNESSES:

CRE JV FIVE BRANCH HOLDINGS LLC,
a Delaware limited liability company

[Signature]
Name: Elisabeth Ariza
[Signature]
Name: Hilary Jacobs

By: [Signature]
Name: Jeff Waldvogel
Title: Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

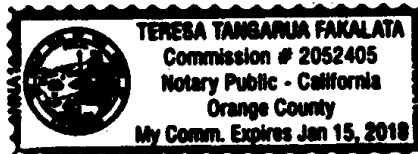
*aka
Jeffrey K.
Waldvogel*

STATE OF CALIFORNIA)
) §
County of Orange)

On March 16, 2017, before me, Teresa Tangama Fakalata a Notary Public, personally appeared Jeff Waldvogel who proved to me on the basis of satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding page, and acknowledged to me that he/~~she~~ signed it voluntarily for its stated purpose and was his free act and deed as Chief Financial Officer of CRE JV Five Branch Holdings LLC.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.



[Signature]

Signature of Notary

(Affix seal here)

SCHEDULE " A "
Legal Description

Real property in the City of Somerville, County of Middlesex, State of Massachusetts, described as follows:

PARCEL 1 - REGISTERED LAND:

That certain parcel of land situated in Somerville in the County of Middlesex and Commonwealth of Massachusetts, described as follows:

Southeasterly, by the northwesterly line of Stone Avenue, thirty-two and 03/100 (32.03) feet;

Southwesterly, by Lots 8 and 6 as shown on the plan hereinafter mentioned, one hundred thirty and 13/100 (130.13) feet;

Southeasterly, by said Lot 6, thirty-three and 78/100 (33.78) feet;

Southwesterly, twenty-six and 22/100 (26.22) feet; and

Southeasterly, being the middle line of a wall, fifty-five and 07/100 (55.07) feet, by Lot 9 on said Plan;

Southwesterly, by Bow Street, eighty-one and 80/100 (81.80) feet on said Plan;

Northwesterly, by the southeasterly line of Warren Avenue, one hundred sixteen and 09/100 (116.09) feet;

Northeasterly, fifty-five and 35/100 (55.35) feet;

Southeasterly, four (4) feet; and

Northeasterly, fifty-six and 86/100 (56.86) feet, all by land now or formerly of Joseph Reines;

Southeasterly, by land now or formerly of Lucy M. Stone Edmonds, four and 29/100 (4.29) feet; and

Northeasterly, by said Edmonds land and by a Way, one hundred sixteen and 46/100 (116.46) feet.

Said parcel is shown as Lot 10 on said Plan (Plan No. 13397-F).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 1139, Page 142 with Certificate of Title No. 210892.

The above-described land is subject to and has the benefit of certain passageway rights and provisions in a Deed from Union Merchants Realty, Inc. to S. S. Kresge Company, dated September 18, 1951, filed and registered as Document No. 253826 and noted upon Certificate of Title No. 68749, so far as in force and applicable.

The above-described land is subject to a Taking for Easement by the Commonwealth of Massachusetts Document No. 229485.

The above-described land is subject to the right to pass and repass over said land for ingress and egress from Stone Avenue for the benefit of Lot 6 shown on said Plan, as set forth in Document No. 844437.

PARCEL 2 - UNREGISTERED LAND:

The land in said Somerville, with the buildings thereon, being shown as lots lettered A1 and B and the westerly part of lot lettered J on a Plan of Land in Somerville, Mass., made by L.G. Brackett & Co., Civil Engineers, dated August 28, 1947, and recorded with the Middlesex South District Deeds as Plan No. 1466 of 1947 in Plan Book 7199, Page 359, being together bounded and described as follows:

Northwesterly, by Warren Avenue, 97.38 feet;

Northeasterly, by land formerly of E.P. Sampson, as shown on said Plan, 110.51 feet;

Southeasterly, by parcel marked "PART OF LOT J," on said Plan, 21.54 feet;

Northwesterly, again by said parcel marked "PART OF LOT J," 28.79 feet;

Southeasterly, again by Lots lettered H and I on said plan, 81.65 feet;

Southwesterly, by Lots lettered A3 and A2 on said Plan by several lines, 38.96 feet, 66.20 feet, and 45.51 feet respectively.

Together containing 13,755 square feet of land, and said lot lettered A1 being numbered 7-9 and said lot lettered B being numbered 11-13 in the present numbering of Warren Avenue, and the Westerly part of lot lettered J being at the rear of said lots lettered A1 and B.

PARCELS 3, 4 & 5 - UNREGISTERED LAND:

Three certain parcels of land situated in Somerville, Middlesex County, Massachusetts, being shown as Lots A4, A6 and Lot A7 on a plan entitled "Subdivision of Land in Somerville, Mass." dated September 25, 1982 by Fred W. Gould, Surveyor, recorded with Middlesex South District Registry of Deeds as Plan No. 381 of 1983 in Plan Book 14980, Page 515, bounded and described separately as follows:

Parcel 3 - Lot A4

Southeasterly, by Stone Avenue, 17.00 feet;

Southwesterly, by registered land as shown on said plan, 116.46 feet;

Northwesterly, partly by registered land and partly by Lot A6, as shown on said plan, 20.15 feet;

Northeasterly, by "Pt. Lot J," as shown on said plan, 38.96 feet;

Southeasterly, by Lot A5, as shown on said plan, 3.00 feet; and

Northeasterly, by said Lot A5, as shown on said plan, 75.00 feet.

Containing 2,097 square feet of land, according to said plan.

Together with the benefit of the reservation of all right, title and interest in the use of so much of the above-described land as abuts Lot A5 shown on said plan and more fully described in deed of SSB Leeway Corp. dated April 22, 1983, recorded with said Deeds in Book 14980, Page 515.

Also, together with the benefit of release of all right, title and interest in the use of the above described land as a passageway, more fully described in deed of Robert P. Melanson, Trustee, dated September 24, 1982, recorded with said Deeds in Book 14980, Page 514.

Parcel 4 - Lot A6

Southeasterly, by Lot A4, as shown on said plan, 15.86 feet;

Southwesterly, by registered land, as shown on said plan, 35.18 feet;

Northwesterly, by Lot A7, as shown on said plan, 14.64 feet;

Northeasterly, by Lot A1, as shown on said plan, 35.25 feet.

Containing 532 square feet of land more or less according to said plan.

Parcel 5 - Lot A7:

Northwesterly, by Warren Avenue, 8.87 feet;

Northeasterly, by two courses and two distances by Lot A1, as shown on said plan, 45.51 feet and 30.95 feet, respectively;

Southeasterly, by Lot A6, as shown on said plan, 14.64 feet; and

Southwesterly, by registered land, as shown on said plan, 21.68 feet;

Northwesterly, by registered land, as shown on said plan, 4.00 feet;

Northwesterly, by said registered land, as shown on said plan, 55.00 feet.

Containing 868 square feet of land, more or less, according to said plan.

EXHIBIT "B"
Permitted Exceptions

1. The lien of current taxes and assessments are not yet due and payable.
2. Special taxes and assessments becoming a lien on or after the date hereof.
3. The state of facts shown on an accurate survey of the property, but only to the extent valid and enforceable.
4. All matters of record, but only to the extent valid and enforceable.

DOCUMENT 01756828

1

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Mar 28, 2017 at 12:33P

Document Fee:	125.00
Receipt Total:	\$19,905.00

NEW: CERT 264563 BK 01505 PG 133

OLD: CERT 238613 BK 1332 PG 60



2017 00045182

Bk: 69063 Pg: 98 Doc: DEED
Page: 1 of 6 03/28/2017 12:53 PM

6 B
dup orig
in LC

40 Union Square, Somerville

This instrument was prepared by:
Kate Lee-McConnell, Esq.
CRE JV FIVE BRANCH HOLDINGS LLC
90 Park Avenue, 32nd Floor
New York, New York 10016

QUITCLAIM DEED

THIS QUITCLAIM DEED, made in the ordinary course of business, made as of the 16th day of March, 2017, between CRE JV FIVE BRANCH HOLDINGS LLC, a Delaware limited liability company, having an address of c/o Gramercy Property Trust, 90 Park Avenue, 32nd Floor, New York, New York 10016 (the "Grantor") and MSG SOMERVILLE ATM LLC, a Massachusetts limited liability company with an address of c/o The Grossman Companies, Inc., 859 Willard Street, Quincy, Massachusetts 02169 (the "Grantee");

WITNESSETH, that the grantor, for and in consideration of the sum of FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO 00/100 (\$4,250,000.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, with QUITCLAIM COVENANTS, that certain plot, piece or parcel of land, situate, lying and being more particularly described on Schedule A annexed hereto. Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining subject to the matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

To Have and to Hold, the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the said grantee forever.

Grantor is not classified for the taxable year as a corporation for federal income tax purposes. For Grantor's title, see quitclaim deed of Citizens Bank of Massachusetts dated as of July 6, 2006 and recorded with the Middlesex South District Registry of Deeds in Book 48869, Page 47 (and filed with the Middlesex South Registry District of the Land Court as Document No. 200700013705).

1
FIRST AMERICAN TITLE INSURANCE COMPANY
800 BOSTON ST STE 2820
BOSTON MA 02199

IN WITNESS WHEREOF, the Grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

WITNESSES: CRE JV FIVE BRANCH HOLDINGS LLC, a Delaware limited liability company

[Signature]
Name: Elisa Letty Arizua
[Signature]
Name: Kelli Targara

By: [Signature]
Name: Jeff Waldvogel
Title: Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) §
County of Orange)

On March 13, 2017, before me, Teresa Targara Fakalata a Notary Public, personally appeared Jeff Waldvogel who proved to me on the basis of satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding page, and acknowledged to me that he/~~she~~ signed it voluntarily for its stated purpose and was his free act and deed as Chief Financial Officer of CRE JV Five Branch Holdings LLC.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

Signature of Notary

(Affix seal here)

SCHEDULE " A "
Legal Description

Real property in the City of Somerville, County of Middlesex, State of Massachusetts, described as follows:

PARCEL 1 - REGISTERED LAND:

That certain parcel of land situated in Somerville in the County of Middlesex and Commonwealth of Massachusetts, described as follows:

Southeasterly, by the northwesterly line of Stone Avenue, thirty-two and 03/100 (32.03) feet;

Southwesterly, by Lots 8 and 6 as shown on the plan hereinafter mentioned, one hundred thirty and 13/100 (130.13) feet;

Southeasterly, by said Lot 6, thirty-three and 78/100 (33.78) feet;

Southwesterly, twenty-six and 22/100 (26.22) feet; and

Southeasterly, being the middle line of a wall, fifty-five and 07/100 (55.07) feet, by Lot 9 on said Plan;

Southwesterly, by Bow Street, eighty-one and 80/100 (81.80) feet on said Plan;

Northwesterly, by the southeasterly line of Warren Avenue, one hundred sixteen and 09/100 (116.09) feet;

Northeasterly, fifty-five and 35/100 (55.35) feet;

Southeasterly, four (4) feet; and

Northeasterly, fifty-six and 86/100 (56.86) feet, all by land now or formerly of Joseph Reines;

Southeasterly, by land now or formerly of Lucy M. Stone Edmonds, four and 29/100 (4.29) feet; and

Northeasterly, by said Edmonds land and by a Way, one hundred sixteen and 46/100 (116.46) feet.

Said parcel is shown as Lot 10 on said Plan (Plan No. 13397-F).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 1139, Page 142 with Certificate of Title No. 210892.

The above-described land is subject to and has the benefit of certain passageway rights and provisions in a Deed from Union Merchants Realty, Inc. to S. S. Kresge Company, dated September 18, 1951, filed and registered as Document No. 253826 and noted upon Certificate of Title No. 68749, so far as in force and applicable.

The above-described land is subject to a Taking for Easement by the Commonwealth of Massachusetts Document No. 229485.

The above-described land is subject to the right to pass and repass over said land for ingress and egress from Stone Avenue for the benefit of Lot 6 shown on said Plan, as set forth in Document No. 844437.

PARCEL 2 - UNREGISTERED LAND:

The land in said Somerville, with the buildings thereon, being shown as lots lettered A1 and B and the westerly part of lot lettered J on a Plan of Land in Somerville, Mass., made by L.G. Brackett & Co., Civil Engineers, dated August 28, 1947, and recorded with the Middlesex South District Deeds as Plan No. 1466 of 1947 in Plan Book 7199, Page 359, being together bounded and described as follows:

Northwesterly, by Warren Avenue, 97.38 feet;

Northeasterly, by land formerly of E.P. Sampson, as shown on said Plan, 110.51 feet;

Southeasterly, by parcel marked "PART OF LOT J," on said Plan, 21.54 feet;

Northwesterly, again by said parcel marked "PART OF LOT J," 28.79 feet;

Southeasterly, again by Lots lettered H and I on said plan, 81.65 feet;

Southwesterly, by Lots lettered A3 and A2 on said Plan by several lines, 38.96 feet, 66.20 feet, and 45.51 feet respectively.

Together containing 13,755 square feet of land, and said lot lettered A1 being numbered 7-9 and said lot lettered B being numbered 11-13 in the present numbering of Warren Avenue, and the Westerly part of lot lettered J being at the rear of said lots lettered A1 and B.

PARCELS 3, 4 & 5 - UNREGISTERED LAND:

Three certain parcels of land situated in Somerville, Middlesex County, Massachusetts, being shown as Lots A4, A6 and Lot A7 on a plan entitled "Subdivision of Land in Somerville, Mass." dated September 25, 1982 by Fred W. Gould, Surveyor, recorded with Middlesex South District Registry of Deeds as Plan No. 381 of 1983 in Plan Book 14980, Page 515, bounded and described separately as follows:

Parcel 3 - Lot A4

Southeasterly, by Stone Avenue, 17.00 feet;

Southwesterly, by registered land as shown on said plan, 116.46 feet;

Northwesterly, partly by registered land and partly by Lot A6, as shown on said plan, 20.15 feet;

Northeasterly, by "Pt. Lot J," as shown on said plan, 38.96 feet;

Southeasterly, by Lot A5, as shown on said plan, 3.00 feet; and

Northeasterly, by said Lot A5, as shown on said plan, 75.00 feet.

Containing 2,097 square feet of land, according to said plan.

Together with the benefit of the reservation of all right, title and interest in the use of so much of the above-described land as abuts Lot A5 shown on said plan and more fully described in deed of SSB Leeway Corp. dated April 22, 1983, recorded with said Deeds in Book 14980, Page 515.

Also, together with the benefit of release of all right, title and interest in the use of the above described land as a passageway, more fully described in deed of Robert P. Melanson, Trustee, dated September 24, 1982, recorded with said Deeds in Book 14980, Page 514.

Parcel 4 - Lot A6

Southeasterly, by Lot A4, as shown on said plan, 15.86 feet;

Southwesterly, by registered land, as shown on said plan, 35.18 feet;

Northwesterly, by Lot A7, as shown on said plan, 14.64 feet;

Northeasterly, by Lot A1, as shown on said plan, 35.25 feet.

Containing 532 square feet of land more or less according to said plan.

Parcel 5 - Lot A7:

Northwesterly, by Warren Avenue, 8.87 feet;

Northeasterly, by two courses and two distances by Lot A1, as shown on said plan, 45.51 feet and 30.95 feet, respectively;

Southeasterly, by Lot A6, as shown on said plan, 14.64 feet; and

Southwesterly, by registered land, as shown on said plan, 21.68 feet;

Northwesterly, by registered land, as shown on said plan, 4.00 feet;

Northwesterly, by said registered land, as shown on said plan, 55.00 feet.

Containing 868 square feet of land, more or less, according to said plan.

EXHIBIT "B"
Permitted Exceptions

1. The lien of current taxes and assessments are not yet due and payable.
2. Special taxes and assessments becoming a lien on or after the date hereof.
3. The state of facts shown on an accurate survey of the property, but only to the extent valid and enforceable.
4. All matters of record, but only to the extent valid and enforceable.

VESTING DEED

PARCEL DD

1 BOW STREET, SOMERVILLE, MASSACHUSETTS



2017 01760592

Bk: 1508 Pg: 44 Cert#: 264918
Doc: DEED 05/18/2017 11:46 AM

[5 Pages]



FIDUCIARY DEED

We, **JOSEPH J. IANELLI** and **ANDREW E. BRAM**, being the Co-Personal Representatives of the **ESTATE of ANGELINA M. IANELLI**, Middlesex Probate Court Docket No. MI12P2665EA, of Cambridge, Middlesex County, Massachusetts (hereinafter, collectively, the "Grantor"), pursuant to a power to sell under the Will of the said Angelina M. Ianelli, and every other power, for consideration paid and in full consideration of Five Million Two Hundred Thousand Dollars (\$5,200,000.00), do hereby grant to:

BOW 1 ASSOCIATES, LLC, being a Massachusetts Limited Liability Company, with an office address of 39 Brighton Avenue, Boston (Allston), Massachusetts 02134 (the "Grantee"), the land, together with the buildings and other improvements thereon, situated at what is numbered and generally known as 1-9 Bow Street and 16-16R Warren Avenue, Somerville, Middlesex County, Massachusetts (the "Premises"), and being more particularly bounded and described as follows:

SEE EXHIBIT "A" attached hereto and incorporated herein as a part hereof.

Meaning and intending, and hereby conveying, the same premises set forth and described in the deed of Angelina M. Ianelli, Rosann M. Sillari and Ralph C. DeVitto, Jr., Trustees of the Bonair Realty Trust, dated December 31, 1997, which deed is recorded with the Middlesex South District Registry of Deeds in Book 28039, Page 267, and also filed with the Middlesex South Registry District of the Land Court as Document No. 1050934, noted on Certificate of Title No. 210418 in Book 1182, Page 68.

Address of premises: 1 Bow St. and 16 Warren Ave., Somerville, MA 02143
(Reg. wd)

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 661
Date: 05/18/2017 11:46 AM
Crt# 26131209464 Doc# 01760592
Fee: \$23,712.00 Cons: \$5,200,000.00

210418-1182-68

MS

WITNESS our hands and seals this 12th day of May, 2017.

Joseph J. Ianelli
Joseph J. Ianelli, Co-Personal
Representative of the Estate
of Angelina M. Ianelli

Andrew E. Bram
Andrew E. Bram, Co-Personal
Representative of the Estate
of Angelina M. Ianelli

APPROVED FOR REGISTRATION
BY THE COMMISSIONER

5-16-17

TITLE EXAMINER
as to fiduciary authority

COMMONWEALTH OF MASSACHUSETTS

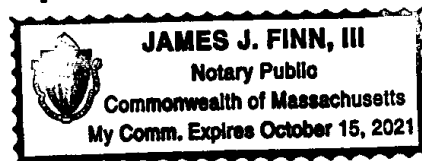
Middlesex, ss.

On this 12th day of May, 2017, before me, being the undersigned notary public, personally appeared the above named Joseph J. Ianelli and Andrew E. Bram, being the Co-Personal Representatives as aforesaid, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, individually and in their capacities of being the Personal Representatives of the Estate of Angelina M. Ianelli, for its stated purpose.

James J. Finn, III

Notary Public: James J. Finn, III
My Commission Expires: 10/15/21

[Seal]



"EXHIBIT A"

Being three certain parcels of land, together with the buildings and improvements thereon, situated in Somerville, Middlesex County, Massachusetts, being bounded and described as follows:

PARCEL ONE:

SOUTHEASTERLY by Warren Avenue, two hundred twenty-three and 33/100 (223.33) feet;

SOUTHWESTERLY by Bow Street, ninety-five and 58/100 (95.58) feet;

NORTHWESTERLY eighty and 39/100 (80.39) feet;

SOUTHWESTERLY 17/100 (0.17) of a foot;

NORTHWESTERLY Twenty-nine and 61/1000 (29.61) feet;

SOUTHWESTERLY Sixty (60) feet by land ow or formerly of the Somerville National Bank;

WESTERLY Twenty-three and 02/100 (23.02) feet;

SOUTHERLY Four and 31/100 (4.31) feet, by land now or formerly of the Prospect Hill Congregational Church;

NORTHWESTERLY Twenty-nine and 80/100 (29.80) feet; and

NORTHEASTERLY One hundred twenty-seven and 23/100 (127.23) feet, by land now or formerly of Jim Hodder.

*Yd.
Reg.*

Unnumb. Lot

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 220, Page 581, with Certificate 35481 (Plan No. 15182^A), reference to which plan is hereby made for a more particular description.

The above described land is subject to the easements reserved in a deed given by Jim Hodder to Nehemias Gorin, dated October 15, 1924, duly recorded in Book 4777, Page 393, applicable to the Way shown on said plan, and to the use of such Way by the servient estate.

The Northwesterly portion of the above described land is subject to wall easements in favor of said Somerville National Bank as set forth in a deed given by Jim Hodder to said Bank, dated May 4, 1908, duly recorded in Book 3366, Page 262.

PARCEL 2:

A certain parcel of land, together with the buildings and improvements thereon, adjoining said parcel above described and being shown as Lot A on a certain plan of land in Somerville, dated June 21, 1933, by John J. Falvy, C.E., recorded with Middlesex South District Deeds in Book 5729, Page 250, reference to which plan is hereby made for a more particular description of said Lot A, and being more particularly bounded and described as follows:

NORTHEASTERLY by the parcel first herein described, sixteen and 70/100 (16.70) feet;

SOUTHEASTERLY by the same, twenty-nine and 61/100 (29.61) feet;

NORTHEASTERLY again by the same, 17/100 (0.17) of a foot;

SOUTHEASTERLY again by same, nineteen and 85/100 (19.85) feet; and

NORTHWESTERLY by land now or formerly of Somerville National Bank, fifty-two (52) feet.

Containing 418 square feet of land, more or less.

PARCEL 3:

A certain parcel of land with the buildings thereon situated in said Somerville, Middlesex County, Massachusetts, being shown as portions of Lots 5 and 6 on a plan entitled "Plan of Land in Somerville, owned by Jim Hodder," dated June 24, 1913, by Charles J. Elliott, Engineer and Surveyor, recorded with Middlesex South District Deeds, Plan Book 215, Plan 1, reference to which plan is hereby made for a more particular description, and being more particularly bounded and described as follows:

SOUTHEASTERLY by Warren Avenue, thirty-seven and 64/100 (37.64) feet;

NORTHEASTERLY by land now or formerly of Richard H. Sturtevant, by two lines together measuring one hundred (100) feet;

NORTHWESTERLY by land now or formerly of Ada Isabel Whitney, forty (40) feet;

NORTHEASTERLY again in part by land of said Ada Isabel Whitney, and in part by land of Martha Snow, forty-eight and 05/100 (48.05) feet;

NORTHWESTERLY again by land now or formerly of Richard H. Sturtevant, thirty-eight and 40/100 (38.40) feet;

SOUTHWESTERLY by land of the Prospect Hill Congregational Church, ten and 80/100 (10.80) feet;

SOUTHEASTERLY again by the remaining portion of said Lot 6, twenty-nine and 77/100 (29.77) feet; and

SOUTHWESTERLY again in part by the remaining portion of said Lot 6, and in part by the remaining portion of said Lot 5 by two lines measuring seventy (70) feet and fifty-six and 93/100 (56.93) feet, respectively.

The said premises are hereby conveyed subject to, and have the benefit of, the right of way twelve feet (12') in width leading from said Warren Avenue, as shown on said plan, said right of way to be used in common with others entitled thereto. Said premises are also conveyed subject to easements and restrictions of record, if any there be, so far as the same may now remain in force and applicable, and subject to real estate taxes of the City of Somerville for the current year.

All of the above three (3) parcels being the same premises conveyed herein as shown on a certain plan of land as "Parcel 1", "Parcel 2" and "Parcel 3", said plan being entitled, "ALTA/NSPS LAND TITLE SURVEY, ONE BOW STREET AND 16 & 16R WARREN AVENUE, SOMERVILLE, MASS. 02143, Prepared for BOW 1 ASSOCIATES, LLC, by OTTE & DWYER, INC., LAND SURVEYORS, Scale: 1"=20', MAY 3, 2017," said plan being recorded contemporaneously herewith at the Middlesex South Registry of Deeds as Plan No. 447 of 2017.



DOCUMENT 01760592

Southern Middlesex LAND COURT
REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 18, 2017 at 11:46A

Document Fee: 125.00
Receipt Total: \$23,912.00

NEW: CERT 264918 BK 01508 Pg 4
OLD: CERT 210418 BK 1182 Pg 68

A5

[5 Pages]

BOTH WAYS

FIDUCIARY DEED



2017 00073724
Bk: 69299 Pg: 94 Doc: DEED
Page: 1 of 5 05/18/2017 12:00 PM

We, **JOSEPH J. IANELLI** and **ANDREW E. BRAM**, being the Co-Personal Representatives of the **ESTATE of ANGELINA M. IANELLI**, Middlesex Probate Court Docket No. MI12P2665EA, of Cambridge, Middlesex County, Massachusetts (hereinafter, collectively, the "Grantor"), pursuant to a power to sell under the Will of the said Angelina M. Ianelli, and every other power, for consideration paid and in full consideration of Five Million Two Hundred Thousand Dollars (\$5,200,000.00), do hereby grant to:

BOW 1 ASSOCIATES, LLC, being a Massachusetts Limited Liability Company, with an office address of 39 Brighton Avenue, Boston (Allston), Massachusetts 02134 (the "Grantee"), the land, together with the buildings and other improvements thereon, situated at what is numbered and generally known as 1-9 Bow Street and 16-16R Warren Avenue, Somerville, Middlesex County, Massachusetts (the "Premises"), and being more particularly bounded and described as follows:

SEE EXHIBIT "A" attached hereto and incorporated herein as a part hereof.

Meaning and intending, and hereby conveying, the same premises set forth and described in the deed of Angelina M. Ianelli, Rosann M. Sillari and Ralph C. DeVitto, Jr., Trustees of the Bonair Realty Trust, dated December 31, 1997, which deed is recorded with the Middlesex South District Registry of Deeds in Book 28039, Page 267, and also filed with the Middlesex South Registry District of the Land Court as Document No. 1050934, noted on Certificate of Title No. 210418 in Book 1182, Page 68.

Address of premises: 1 Bow St. and 16 Warren Ave., Somerville, MA 02143
(leg. wd)

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 261
Date: 05/18/2017 11:46 AM
Crl# 261812 09454 Doc# 01760592
Fee: \$23,712.00 Cons: \$5,200,000.00

210418-1182-68

MS

WITNESS our hands and seals this 12th day of May, 2017.

Joseph J. Ianelli
Joseph J. Ianelli, Co-Personal
Representative of the Estate
of Angelina M. Ianelli

Andrew E. Bram
Andrew E. Bram, Co-Personal
Representative of the Estate
of Angelina M. Ianelli

5-16-17
APPROVED FOR REGISTRATION
BY THE CLERK
TITLE EXAMINER
as to fiduciary authority

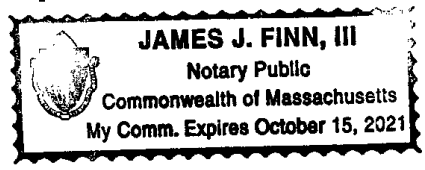
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 12th day of May, 2017, before me, being the undersigned notary public, personally appeared the above named Joseph J. Ianelli and Andrew E. Bram, being the Co-Personal Representatives as aforesaid, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, individually and in their capacities of being the Personal Representatives of the Estate of Angelina M. Ianelli, for its stated purpose.

[Signature]
Notary Public: James J. Finn, III
My Commission Expires: 10/15/21

[Seal]



“EXHIBIT A”

Being three certain parcels of land, together with the buildings and improvements thereon, situated in Somerville, Middlesex County, Massachusetts, being bounded and described as follows:

PARCEL ONE:

SOUTHEASTERLY by Warren Avenue, two hundred twenty-three and 33/100 (223.33) feet;

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*Yd
Reg*

Unnumb. Lot

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A certain parcel of land, together with the buildings and improvements thereon, adjoining said parcel above described and being shown as Lot A on a certain plan of land in Somerville, dated June 21, 1933, by John J. Falvy, C.E., recorded with Middlesex South District Deeds in Book 5729, Page 250, reference to which plan is hereby made for a more particular description of said Lot A, and being more particularly bounded and described as follows:

NORTHEASTERLY by the parcel first herein described, sixteen and 70/100 (16.70) feet;

SOUTHEASTERLY by the same, twenty-nine and 61/100 (29.61) feet;

NORTHEASTERLY again by the same, 17/100 (0.17) of a foot;

SOUTHEASTERLY again by same, nineteen and 85/100 (19.85) feet; and

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Containing 418 square feet of land, more or less.

PARCEL 3:

A certain parcel of land with the buildings thereon situated in said Somerville, Middlesex County, Massachusetts, being shown as portions of Lots 5 and 6 on a plan entitled "Plan of Land in Somerville, owned by Jim Hodder," dated June 24, 1913, by Charles J. Elliott, Engineer and Surveyor, recorded with Middlesex South District Deeds, Plan Book 215, Plan 1, reference to which plan is hereby made for a more particular description, and being more particularly bounded and described as follows:

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NORTHEASTERLY by land now or formerly of Richard H. Sturtevant, by two lines together measuring one hundred (100) feet;

NORTHWESTERLY by land now or formerly of Ada Isabel Whitney, forty (40) feet;

NORTHEASTERLY again in part by land of said Ada Isabel Whitney, and in part by land of Martha Snow, forty-eight and 05/100 (48.05) feet;

NORTHWESTERLY again by land now or formerly of Richard H. Sturtevant, thirty-eight and 40/100 (38.40) feet;

SOUTHWESTERLY by land of the Prospect Hill Congregational Church, ten and 80/100 (10.80) feet;

SOUTHEASTERLY again by the remaining portion of said Lot 6, twenty-nine and 77/100 (29.77) feet; and

SOUTHWESTERLY again in part by the remaining portion of said Lot 6, and in part by the remaining portion of said Lot 5 by two lines measuring seventy (70) feet and fifty-six and 93/100 (56.93) feet, respectively.

The said premises are hereby conveyed subject to, and have the benefit of, the right of way twelve feet (12') in width leading from said Warren Avenue, as shown on said plan, said right of way to be used in common with others entitled thereto. Said premises are also conveyed subject to easements and restrictions of record, if any there be, so far as the same may now remain in force and applicable, and subject to real estate taxes of the City of Somerville for the current year.

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BENEFICIAL INTEREST DISCLOSURE

BENEFICIAL INTEREST DISCLOSURE STATEMENT

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

Real property located in Somerville Massachusetts described as Block D-1, Block D-2, Block D-3, Block D-4, Block D-5, Block D-6 and Block D-7 in the Union Square Revitalization Plan prepared in October 2012 by the City of Somerville

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

Coordinated Development Special Permit

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

Somerville Redevelopment Authority

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

Union Square Station Associates LLC, a Delaware limited liability company

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant

_____ Seller/Grantor _____ Buyer/Grantee

X _____ Other (Please describe): Applicant for Coordinated Development Special Permit

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

See attached Exhibit A

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None.

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time- shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm’s length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

UNION SQUARE STATION ASSOCIATES LLC,
a Delaware limited liability company

By: 
Name: Gregory M. Karczewski
Title: President

Date: September 15, 2017

EXHIBIT A

Beneficial Interests

The following entities hold the following Beneficial Interests in Union Square Station Associates LLC.

<u>Name</u>	<u>Address</u>	<u>Percentage Interest</u>
Magellan US2 LLC	225 N. Columbus Drive Suite 100 Chicago, Illinois 60601	50%
RAS Union Square Development LLC	225 N. Columbus Drive Suite 100 Chicago, Illinois 60601	50%

The Beneficial Interests in Magellan US2 LLC are held by (i) James Loewenberg, (ii) David Carlins, (iii) Joel M. Carlins and (iv) the families of James Loewenberg, David Carlins and Joel M. Carlins through trusts and entities owned by Joel M. Carlins and David Carlins or key employees of Magellan Development Group LLC

<u>Name</u>	<u>Address</u>
James Loewenberg	225 N. Columbus Drive Suite 100 Chicago, Illinois 60601
David Carlins	225 N. Columbus Drive Suite 100 Chicago, Illinois 60601
Joel M. Carlins	225 N. Columbus Drive Suite 100 Chicago, Illinois 60601
Families of James Loewenberg, David Carlins and Joel M. Carlins through trusts and entities owned by Joel Carlins and David Carlins or key employees of Magellan Development Group LLC	225 N. Columbus Drive Suite 100 Chicago, Illinois 60601

The Beneficial Interests in RAS Union Square Development LLC are held by (i) Gregory M. Karczewski and (ii) Richard A. Stein and family members of Richard A. Stein through trusts.

<u>Name</u>	<u>Address</u>
Gregory M. Karczewski	31 Union Square, Somerville, Massachusetts 02143]
Family members of Richard A. Stein through trusts	225 N. Columbus Drive Suite 100 Chicago, Illinois 60601



CAMPAIGN CONTRIBUTION DISCLOSURE



**CITY OF SOMERVILLE CAMPAIGN CONTRIBUTION ORDINANCE SEC. 15-72*
MANDATORY DISCLOSURE AND CERTIFICATION FORM**

INSTRUCTIONS: APPLICANTS, PLEASE COMPLETE THE ENTIRE FORM AND FILE WITH THE SAME CITY OFFICE OR AGENCY WITH WHOM YOU FILED OR WILL FILE BELOW APPLICATION.

PART I. APPLICATION FOR ITEM

Describe the item you have, or will apply for, relating to this disclosure:

ITEM:	Coordinated Development Special Permit
TYPE (X):	<input type="checkbox"/> Contract <input checked="" type="checkbox"/> Zoning Relief <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Financial Assistance
CITY DEPT. OR AGENCY:	City of Somerville Planning Board

PART II. APPLICANT INFORMATION

Provide the following information for the Applicant:

NAME:	Union Square Station Associates LLC
ADDRESS:	31 Union Square, Somerville, MA 02143
TELEPHONE NO.:	617.804.1000
E-MAIL:	greg@unionsquarestationassociates.com

On Schedule A, you must also provide the same information for the Applicant’s principals, chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, or persons performing similar functions, or shareholders in excess of ten percent and managing agent to the extent applicable. **Please complete Schedule A. If not applicable, please check N/A on Schedule A.**

PART III. CAMPAIGN CONTRIBUTION DISCLOSURE

On Schedule B, Applicants must disclose all contributions made by the applicant during the 12 months prior to the application (identified in Part I), to any person who was a candidate for elective office of the City of Somerville (mayor, board of aldermen, and school committee). The attribution rules in Section 15-73 of the Somerville Code of Ordinances shall apply to the contributions that must be disclosed. **On Schedule B**, applicants must also disclose such contributions made by persons attributed to the applicant under the ordinance. If the applicant is an individual, any such contributions made by the individual, any spouse of the individual, and any children of the individual must be disclosed. If the applicant is not an individual but a corporation, partnership or limited liability corporation, then any contributions made by any of its chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, members, managers, principals, or persons performing similar functions, or shareholders in excess of ten percent, and their spouses and children, must be disclosed. **Please complete Schedule B. If disclosure is not required, please check N/A on Schedule B.** *Note: Contributions made before January 1, 2017 are not required to be disclosed.*

* Please see the Pay to Play and Campaign Contribution Ordinance for definitions and all requirements.

PART IV. SUBCONTRACTOR INFORMATION

Have you applied for a Contract and intend to use a subcontractor on this Contract? Yes No

If "Yes", complete Schedule C. If "No", proceed to Part V.


PART V. SIGNATURE, CERTIFICATION, AND ATTESTATION:

I, the undersigned applicant, hereby further certify as follows: If awarded the item that is applied for (as identified above) under subsections (a), (b), (c), or (d) in Section 15-72 of the Somerville Code of Ordinances, the Applicant, and anyone attributed to the Applicant, and if the application is for a contract any subcontractor used on the contract, will not make any contribution in any calendar year in an amount in excess of \$500.00 to any individual incumbent or to any individual candidate for elective office of the City of Somerville for the next four (4) calendar years following the award of the item, or for the duration of the term of the contract, whichever is longer.

Signed under the pains and penalties of perjury:

Signature of Affiant: [Handwritten Signature] Title: President, Union Square Station Associates LLC

Printed Name of Affiant: Greg Karczewski Date: 9/13/2017

Subscribed and sworn before me this <u>13th</u> day of <u>September, 2017</u>	 MARK A. ORENT Notary Public, Commonwealth of Massachusetts My Commission Expires on January 22, 2021	<u>[Handwritten Signature]</u> (Witnessed or attested by) (Seal)
My Commission expires:		

THIS FORM SHALL BE OPEN TO PUBLIC INSPECTION

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