2017 00015356
Bk: 12127 Pg: 285 Pg: 1 of 3 BS
Doc: DEED 07/06/2017 08:52 AM

TREASURERS DEED

THE CITY OF NEW BEDFORD, a Municipal Corporation in the Commonwealth of Massachusetts, acting by and through its Treasurer acting in the capacity of Custodian of Tax Title Property (hereinafter, the "Grantor) in consideration of Six Thousand Five Hundred and 00/100 ($6,500.00) paid, grants all of its right, title and interest to **LEE MIGUEL d/b/a Miguel's Electric** with an address of 3 North Street, Fairhaven, Massachusetts (hereinafter, the "Grantee"), in and to the land in New Bedford, Bristol County Massachusetts, together with any improvements now or hereafter erected thereon, commonly known as follows:

1353 Purchase Street (Assessor's Plat 66, Lot 11)

Being the same premises described in a Final Judgment of Foreclosure dated September 8, 2015 recorded with the Bristol County (S.D.) Registry of Deeds in Book 11536, Page 248. Said premises contain approximately 865 square feet of land.

The Premises are conveyed subject to the following covenants, conditions and restrictions, which are for the benefit and use of the Grantor herein and which the Grantee herein by acceptance of this deed for itself, its employees, directors, heirs, devisees, administrators, executors, legal representatives, successors and assigns covenants to perform:

a) Restoration/Re-use: Grantee agrees to undertake sufficient investment in the premises to eliminate any public health and safety hazards and ensure that the premises contributes positively to the physical environment of the neighborhood. This required investment for the improvement of the premises is to insure elimination of any blighting effect that the property may have on the neighborhood. Grantee agrees to rehabilitate the Property as a residential dwelling in conformance with existing zoning restrictions in the City, or consistent with any vested zoning rights the property may have, within twelve (12) months from the date of recording of this Deed as evidenced by the issuance of a Certificate of Occupancy by the Inspectional Services Department of the City of New Bedford or other demonstrated occupancy acceptable to the Grantor. In the event that the Grantee fails to substantially complete rehabilitation within the above twelve (12) month period, then, upon thirty (30) days written notice to the Grantee, the Premises shall revert to the Grantor. Said twelve (12) month period may be extended by written agreement of the parties, provided Grantee has begun substantial work on the property within the initial twelve (12) month period. For the

Locus: 1353 Purchase Street, New Bedford

Locus
For: 66/11

purposes of this paragraph, substantial completion shall mean the receipt of a Certificate of Occupancy or such other permit as allows the re-use of the property as indicated above.

b) The Grantee herein, by acceptance of this Deed, for itself, its successors and assigns, agrees that the above covenants, conditions and restrictions shall run with the land (the Premises) and shall be enforceable by the Grantor or its successors, assigns, agents and designees. Grantee further agrees that it shall set forth the covenants, conditions and restrictions set forth herein in any conveyance, transfer or assignment of the Grantee's interest in the Property or any part thereof, provided, however, that the covenants, conditions and restrictions set forth herein shall survive and be effective regardless of whether or not Grantee shall have complied with the requirement set forth in this sentence. Grantee further acknowledges that the covenants, conditions and restrictions contained herein constitute a portion of the consideration for the sale of the Premises by Grantor to Grantee for less than full or fair market value and for Grantor's selection of Grantee to develop the Premises.

Statements have been received by the Grantor from the Grantee by the Grantor in full compliance with Massachusetts General Laws Chapter 60, Section 77B.

The invalidity or unenforceability of any provision of the covenants contained herein shall not affect the validity or enforceability of any other provision of this Deed. Any extension, waiver or failure to act on the part of the Grantor shall not, unless expressly set forth in writing, act as a waiver of any portion of this Deed or the covenants set forth herein.

The Premises is conveyed subject to and with the benefit of easements, restrictions, agreements and reservations of record, if there are any, insofar as the same may be in force and applicable.

IN WITNESS WHEREOF, The City of New Bedford has caused these presents to be executed in its name and behalf this 26th day of June, 2017.

CITY OF NEW BEDFORD

acting by and through
its Treasurer

R. Renee Fernandes

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss June 26, 2017

On this 26th day of June, before me, the undersigned Notary Public, personally appeared the above-named individual proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal 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 for its stated purpose, as the duly authorized Treasurer of the City of New Bedford

Print Name of Notary Public: Blair S. Bailey
My Commission Expires: 02/29/19
Qualified in the Commonwealth

BLAIR S. BAILEY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 29, 2019

January 19, 2019

Zoning Board of Appeals
City of New Bedford
133 William Street
New Bedford, MA 02740

To Whom it May Concern:

Please be advised that I hereby authorize SITEC, Inc to represent me and to make applications on my behalf for my property located at 1353 Purchase Street, New Bedford, MA.

Sincerely,

Lee Miguel — 1-18-19

Lee Miguel — Date

Signed before me this 18th day of January, 2019.

Patricia Gioiosa — 1-18-19

Patricia Gioiosa, Notary

PATRICIA A. GIOIOSA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 26, 2022