

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 05-02-2014 @ 08:20am
Ct1#: 27 Doc#: 18509
Fee: \$1,470.60 Cons: \$430,000.00

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UNIT DEED

Property address: 19 Grove Lane, Brewster, MA

I, **FRANK W. PEASE, Surviving Trustee** of the **PEASE FAMILY LIVING TRUST**, under Declaration of Trust dated October 10, 2012, (see Abstract of Trust recorded with Barnstable County Registry of Deeds in Book 27702, Page 252, and Death Certificate of Betty J. Pease recorded in Book 27702, Page 259) of 51 Landing Lane, Brewster, Massachusetts 02631,

for consideration of **FOUR HUNDRED THIRTY THOUSAND and no/100 DOLLARS (\$430,000.00)** Paid,

grant to

TINA A. RYAN, Trustee of the **TINA A. RYAN LIVING TRUST**, u/d/t dated the 20th day of August, 2009, and Certificate of Trust recorded at the Barnstable County Registry of Deeds in Book 24188, Page 188, with a mailing address of 19 Grove Lane, Unit A, Building 8, Brewster, Massachusetts 02631, as to fifty percent (50%), and **RAYMOND W. GLASER, Trustee** of the **GLASER FAMILY REVOCABLE TRUST**, u/d/t dated the 6th day of May, 2005, and Certificate of Trust recorded at the Barnstable County Registry of Deeds in Book 19816, Page 287, with a mailing address of P. O. Box 274, West Harwich, Massachusetts 02671, as to fifty percent (50%), as Tenants in Common,

with QUITCLAIM COVENANTS,

the Unit ("Unit") known as **Unit A in Building 8** ("Building") of Sea Pines Condominium II, Sea Pines Drive, Brewster, Barnstable County, Massachusetts, a condominium established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated August 7, 1974 and recorded with Barnstable Registry of Deeds in Book 2081, Page 125 ("Master Deed"), which Unit is shown on the floor plans of the Building filed simultaneously with said Master Deed in Barnstable Deeds and on the copy of the portion of said plans as recorded in Book 2127, Page 263, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A.

Said Unit is conveyed together with:

1. An undivided **5.06** percent interest in the common areas and facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit as that undivided interest may change upon amendment to said Master Deed pursuant to Article 12 and Schedule A thereof.
2. An exclusive right to use garaged parking space Number 15 as shown on the plans filed with the Master Deed, and the right to use one open parking space within the open parking area shown on the plans filed with the Master Deed.
3. An exclusive right to use (i) the patio or balcony and (ii) any immediately adjacent attic or storage areas to which there is direct access from the Unit.
4. An easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements existing as a result of construction of the building in which the Unit is located, or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the building or of the Unit, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.
5. An easement in common with the owners of other Units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other units or elsewhere on the Property, and serving the Unit.

Said Unit is conveyed subject to:

- (1) All easements, restrictions and encumbrances set forth in the Master Deed.
- (2) Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units or Common Elements on the Unit, now existing as a result of construction of the building, or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the building or of any adjoining unit or of the Common Elements after damage or destruction by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.
- (3) An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other units.
- (4) Exclusive rights in favor of the owner of any Unit to use designated Parking Spaces.

- (5) Exclusive rights in favor of the owner of any Unit having sole access to a patio, balcony, attic or storage space directly from the interior of such Unit to use such space.
- (6) The provisions of the Master Deed, By-Laws, Land Plan and floor plans of the Condominium recorded simultaneously with and as part of the Master Deed, as the same may be amended from time to time by instrument recorded in Barnstable Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, lessees and visitors, as though such provisions were recited and stipulated at length herein.

The Unit is intended only for residential purposes. No use may be made of the Unit except as a residence for the Owner thereof or of his permitted lessees and the members of their immediate families.

The Grantor hereby releases all rights of Homestead in the subject property.

The undersigned, Frank W. Pease, hereby certifies as follows:

- A. That Frank W. Pease is the sole Trustee of said Trust;
- B. That said Trust has not been altered, amended, revoked or terminated;
- C. That, pursuant to said Trust, upon the specific direction of the beneficiaries, the Trustee has the power and authority to enter into a transfer of property located at 19 Grove Lane, Brewster, MA, more particularly described in a deed recorded with Barnstable County Registry of Deeds in Book 26906, Page 233, to Raymond W. Glaser, Trustee of the Glaser Family Revocable Trust, and Tina A. Ryan, Trustee of the Tina A. Ryan Living Trust, and, in conjunction therewith, the Trustee is authorized to sign a deed and any other documents necessary to complete the transaction.
- D. That all of the beneficiaries are of legal age and none are under a disability.

For title see deed of Frank W. Pease and Betty J. Pease dated October 10, 2012 and recorded with Barnstable County Registry of Deeds in Book 26906, Page 233, and Death Certificate of Betty J. Pease recorded in Book 27702, Page 259.

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Executed as a sealed instrument under the pains and penalties of perjury this 1st day of MAY, 2014.

Frank W. Pease
FRANK W. PEASE, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable, ss.

On this 1st day of MAY, 2014, before me, the undersigned notary public, personally appeared **FRANK W. PEASE, Trustee** and proved to me through satisfactory evidence of identification, being (check whichever applies): *driver's license or other state or federal governmental document bearing a photograph 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 on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his knowledge and belief.

Stephen B. Jones
Notary Public: Stephen B. Jones
My commission expires: March 3, 2017

