

QUITCLAIM DEED

*My 2-26 -*

Grantee: Franklin School Housing Limited Partnership,  
Suite 300, 79 Milk Street, Boston, Massachusetts  
Locus: Stedman Road, Lexington, Massachusetts

11:53 TR 466 RE

The TOWN OF LEXINGTON, County of Middlesex, Commonwealth of Massachusetts, a municipal corporation (the "Grantor") having offices at 1625 Massachusetts Avenue, Lexington, Massachusetts acting by and through its Board of Selectmen by the authority of the vote adopted by the Inhabitants of the Town of Lexington under Article 23 at an Adjourned Session of the 1985 Town Meeting held on May 6, 1985, a certified copy of which is annexed hereto, and by virtue of the authority granted under Chapter 40 Section 3 of the Massachusetts General Laws, as amended, IN CONSIDERATION of Three Hundred and Ninety Thousand Dollars (\$390,000.00) and other good and valuable consideration paid by FRANKLIN SCHOOL HOUSING LIMITED PARTNERSHIP (the "Grantee") having offices at Suite 300, 79 Milk Street, Boston, Massachusetts 02109, the receipt of which is hereby acknowledged, HEREBY GRANTS, conveys and delivers to the Grantee, with QUITCLAIM COVENANTS, the following described premises:

That certain parcel of land (the "Land") with the buildings and other improvements thereon (the Land, the buildings and other improvements being sometimes collectively referred to herein as the "Property") situated on the easterly side of Stedman Road in Lexington, Middlesex County, Massachusetts. The Land is shown as Parcel B on a plan (the "Plan") entitled "Plan of Land in Lexington, Mass. (Middlesex County)" dated March 21, 1985, prepared by SSC Bedford, A Division of Boston Survey Consultants, to be recorded herewith in the Middlesex South District Registry of Deeds. The Land is more particularly bounded and described according to the Plan as follows:

Beginning at a point on the easterly line of Stedman Road at the southwest corner of the described premises, said point being a common corner at Parcel A as shown on the Plan; thence

N01°-59'-30"W a distance of One Hundred Ten and Ninety-Eight Hundredths feet (110.98) to a point of curvature; thence

Northerly and curving to the right along the arc of a curve having a radius of One Thousand One Hundred Four and Fifty-Three Hundredths feet (1104.53), a length of One Hundred Seventeen and Seventy-Six Hundredths feet (117.76) to a point of tangency; thence

N04°-07'-00"E a distance of Seventy-Three and Sixty-Three Hundredths feet (73.63) to a point of curvature; thence

FILED IN RECORD BOOK 16670 PAGE 238  
1768

Northerly and curving to the left along the arc of a curve having a radius of Five Hundred Seventy-Two and Forty Hundredths feet (572.40), a length of Sixty-Three and Nineteen Hundredths feet (63.19) to a point at Parcel A; the previous four (4) courses bounding on said street; thence

S82°-22'-15"E a distance of One Hundred Twenty-Three and Thirteen Hundredths feet (123.13) to a point; thence

S70°-38'-43"E a distance of One Hundred Ninety-Four and Sixty-Four Hundredths feet (194.64) to a point; thence

S35°-23'-29"E a distance of One Hundred Two and Forty-Seven Hundredths feet (102.47) to a point marked "C.B./D.H. SET" on the Plan; thence

S01°-36'-31"W a distance of Two Hundred Fifteen and No Hundredths feet (215.00) to a point marked "C.B./D.H. SET" on the Plan; thence

S47°-00'-11"W a distance of One Hundred Nineteen and Twenty-Eight Hundredths feet (119.28) to a point; thence

N87°-36'-09"W a distance of One Hundred Forty-Four and Ninety-Nine Hundredths feet (144.99) to a point; thence

N44°-06'-07"W a distance of One Hundred Twenty-Seven and Twenty-Five Hundredths feet (127.25) to a point; thence

S87°-22'-18"W a distance of Forty-Three and Four Hundredths feet (43.04) to the point of beginning; the previous eight (8) courses bounding on said Parcel A.

The above described parcel contains an area of 3.203 acres, more or less, according to the Plan.

The Property is conveyed hereby subject to and with the benefit of the terms, conditions, covenants and restrictions set forth or referred to in a certain Land Disposition Agreement of even date and recorded herewith by and between the Grantor and the Grantee. Without limiting the generality of the foregoing, the conveyance made hereby shall be subject to a condition subsequent as provided in the Land Disposition Agreement to the effect that in the event the Grantee shall fail to cure any default under Section 8.1 of the Land Disposition Agreement in accordance with the provisions thereof, the Grantor may declare a termination in favor of the Grantor of the title, and of all rights and interests in the Property and that such title, and all rights and interests of the Grantee, and any successors and assigns of the Grantee, in the Property shall revert to the Grantor; provided, that such condition subsequent and any reversion of title in the Grantor as a result thereof shall always be subject to and limited by and shall not defeat, render

invalid or limit in any way the lien of the MHFA Financing Documents, as such term is defined in the Land Disposition Agreement.

The Property is also conveyed hereby subject to and with the benefit of all easements, restrictions and other matters of record insofar as now in force and effect, and subject to the covenant, which shall run with the Land conveyed hereby, that the Grantee and its successors and assigns shall at all times comply with the terms of a Special Permit Hearing and Decision, filed with the Town Clerk of Lexington on November 8, 1985, a copy of which is to be recorded herewith, issued by the Board of Selectmen of the Town of Lexington with reference to the Property.

The Grantor warrants and represents that it has not dedicated the conveyed premises to use as a public park in such manner as to require a special act of the General Court pursuant to Article 97 of the Amendments to the Massachusetts Constitution.

Witness our hands and seals this 16th day of December, 1985.

TOWN OF LEXINGTON  
Acting by a Majority of  
its Board of Selectmen

*[Handwritten signatures of three town selectmen]*

*[Handwritten signature of John C. Edderson]*  
*[Handwritten signature of William Fairley, Jr.]*

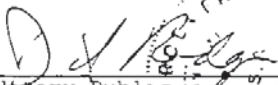


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 16, 1985

Then personally appeared the above-named Paul W. Marshall,  
Margery M. Battin, John F. McLaughlin, John C. Edlison, and  
William J. Dailey, Jr. and acknowledged the foregoing instrument  
to be the free act and deed of the Board of Selectmen of the  
Town of Lexington, before me

  
Notary Public  
My commission expires:  
DAVID RODGERS, Notary Public  
My Commission Expires 12/13, 1985

TOWN OF LEXINGTON, MASSACHUSETTS

ARTICLE 23 AS ADOPTED AT AN ADJOURNED SESSION OF THE 1985 ANNUAL TOWN  
MEETING HELD MAY 6, 1985

ARTICLE 23.

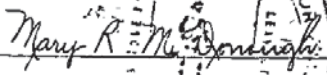
FRANKLIN SCHOOL

MOTION: That the Selectmen be and they hereby are authorized to convey the Franklin School property on Stedman Road, consisting of the building and land immediately adjoining, but not including the recreation area, to Greater Boston Community Development Inc. for the purchase price of \$390,000 and on such other terms as the Selectmen shall determine.

In Favor: 122                      Opposed: 59  
Adopted. 11:40 P.M.

Lexington, Mass., November 15, 1985

I, Mary R. McDonough, Town Clerk of the Town of Lexington, Massachusetts, do hereby certify the above to be a true and exact copy of Article 23 as adopted at an adjourned session of the 1985 Annual Town Meeting held May 6, 1985 and as same appears on record.

  
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Mary R. McDonough  
Town Clerk  
Lexington, Massachusetts