

1318 14493-077

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The premises located at 314 Bedford Street, Lexington, Massachusetts

R27.  
1.  
DEED OF CONDITIONAL FEE 12/40.  
BK 14493 PG 077

The TOWN OF LEXINGTON, a Massachusetts municipal corporation duly established according to law and having its usual place of business in Lexington, Middlesex County, Massachusetts ("Grantor"), acting by and through its Board of Selectmen pursuant to a vote of its 1980 annual town meeting, a certified copy of which vote is attached as Exhibit A hereto, IN CONSIDERATION OF ONE DOLLAR AND OF THE CONDITIONS, EASEMENTS, COVENANTS AND RESTRICTIONS SET FORTH HEREIN, HEREBY GRANTS TO JOHN R. CLARK & ASSOCIATES, INC., a Massachusetts corporation having its usual place of business at 235 Binney Street, Cambridge, Middlesex County, Massachusetts ("Grantee"), WITH QUITCLAIM COVENANTS the land together with the building thereon (the "Premises") shown as Lot B and Lot C on the plan (the "Plan") entitled "Plan of Land in Lexington, Mass.," by Whitman & Howard Inc., Engineers and Architects, dated January 26, 1979, to be recorded herewith, said lots being more particularly described as follows:

LOT B

Beginning at a point on the westerly sideline of Bedford Street, said point being located S20°-19'-40"E a distance of 113.71 feet from a concrete bound as shown on the Plan, thence;

S20°-19'-40"E along the westerly sideline of Bedford Street a distance of 42.40 feet to a concrete bound, thence;

Southerly along a curve to the right having a radius of 1065.86 feet an arc distance of 195.74 feet to a concrete bound; thence;

S09°-48'-20"E a distance of 38.72 feet to a point, thence;

S76°-07'-59"W a distance of 360.08 feet to a point, thence;

N16°-07'-26"W a distance of 178.67 feet to a point, thence;

N58°-28'-55"E a distance of 65 feet to a point, thence;

N27°-37'-55"W a distance of 30.00 feet to a point, thence;

N69°-35'-11"E a distance of 200.15 feet to a point, thence;



N62°-31'-35"E a distance of 110.45 feet to the point of beginning.

Containing 2.0102 acres or 87,563 square feet according to the Plan.

LOT C

Beginning at a point on the westerly sideline of Bedford Street, said point being located N09°-48'-20"W a distance of 156.15 feet from a concrete bound as shown on the Plan, thence:

S73°-59'-40"W a distance of 340 feet to a point, thence:

N16°-07'-26"W a distance of 192.33 feet to a point, thence:

N76°-07'-59"E a distance of 360.08 feet to a point, thence:

S09°-48'-20"E a distance of 179.95 feet along the westerly sideline of Bedford Street to the point of beginning.

Containing 1.4925 acres or 65,013 square feet, more or less, according to the Plan.

THE PREMISES ARE HEREBY CONVEYED SUBJECT TO THE FOLLOWING CONDITIONS, RESERVATIONS, RESTRICTIONS AND ENCUMBRANCES:

1. The primary consideration for this deed is the Grantee's promise to convert the Premises into a 28 unit residential condominium and to convey seven of the units within such residential condominium to the Grantor or its nominee, such seven units to be usable for subsidized housing purposes on a rental or other basis. ACCORDINGLY, THIS CONVEYANCE IS MADE UPON THE EXPRESS CONDITION THAT THE GRANTEE SHALL COMPLY WITH ALL OF THE FOLLOWING CONDITIONS OF THIS PARAGRAPH 1 ON OR BEFORE OCTOBER 1, 1982, IT BEING THE INTENTION OF THE GRANTOR HEREBY TO CONVEY FEE SIMPLE SUBJECT TO A CONDITION SUBSEQUENT, THE BREACH OF WHICH MAY CAUSE FOREFEITURE OF THE FEE, AND TO RETAIN A RIGHT OF ENTRY FOR CONDITION BROKEN.

a. The Grantee shall complete the improvements described in the Development Proposal entitled "Parker Manor A Residential Community," dated February 28, 1980, which has been submitted to the



Board of Selectmen and the Planning Board of the Town of Lexington, and shall comply in all respects with the terms and conditions of the Special Permit, dated September 24, 1980, a copy of which is attached hereto as Exhibit B, and shall further comply with all building and other applicable laws, ordinances and regulations.

b. Upon or before the completion of such improvements, the Grantee shall take all steps necessary to submit the Premises to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. The Master Deed recorded pursuant to said Chapter 183A shall not prohibit any of the condominium units from being used for governmentally subsidized housing purposes on a rental or other basis.

c. After the recording of the Master Deed, and prior to the conveyance of any of the individual condominium units to any parties other than the Grantor or its nominee, the Grantee shall convey seven of the condominium units to the Grantor or its nominee. The particular seven units to be conveyed shall be evenly distributed in terms of location and value among the various condominium units, and shall be selected jointly by the Grantor and the Grantee. If the parties cannot agree upon the selection of the units, then such selection shall be referred to binding arbitration in the City of Boston, Massachusetts, under the rules then prevailing of the American Arbitration Association. Judgment upon such selection may be entered and enforced in any court of competent jurisdiction. Such seven units shall be conveyed by good and sufficient quitclaim unit deeds meeting all of the requirements of Chapter 183A, free from all liens, encumbrances and restrictions except those which i) are now of record, ii) are contained in this deed, or iii) do not materially and adversely affect the use and enjoyment of the seven units or the condominium common elements. Such seven units shall at the time of conveyance be completed in accordance with all building, zoning and other applicable laws, ordinances and regulations, and shall be ready for occupancy.

d. When the Grantee shall have complied with all of the conditions, stated in the foregoing Subparagraphs (a) through (c) of this Paragraph 1, the Board of Selectmen shall deliver to the Grantee an affidavit, in recordable form, signed by a majority of the members of the Board of Selectmen, stating that the Grantee has performed such conditions to the satisfaction of the Grantor. When recorded with the appropriate Registry of Deeds, such affidavit shall be conclusive evidence of the Grantee's performance such conditions, provided that such affidavit shall not discharge the Grantee or the Premises from the terms and restrictions of the above-referenced Special Permit or of from building, zoning, and other applicable laws, ordinances, or regulations.



e. In order to enable the Grantee to obtain a construction loan to finance the improvements required by this Paragraph 1, the Grantor agrees to execute a recordable document subordinating its right of entry for breach of the conditions of this Paragraph 1 to a mortgage necessary to secure such a construction loan, provided that the Board of Selectmen shall first give its written approval of the loan documents, which approval shall not unreasonably be withheld or delayed.

2. THE PREMISES ARE CONVEYED SUBJECT TO THE PERPETUAL RIGHT AND EASEMENT HEREBY RESERVED UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, TO PASS AND REPASS OVER AND ACROSS THE EASEMENT AREA (AS DEFINED HEREIN) ON FOOT FOR THE PURPOSE OF GAINING INGRESS TO AND EGRESS FROM LOT A AS SHOWN ON THE PLAN. This easement shall be appurtenant to the Grantor's retained land shown as Lot A on the Plan. The Easement Area shall be the strip of land 30 feet in width consisting of that portion of Lot C lying between the southeasterly sideline of Lot C (340 feet long as shown on the Plan) and a line parallel to such sideline and 30 feet inside Lot C.

3. THE PREMISES ARE CONVEYED SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD.

4. THE PREMISES ARE CONVEYED SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS WHICH SHALL RUN WITH THE CONVEYED LAND FOR THE BENEFIT OF THE GRANTOR'S RETAINED LAND SHOWN AS LOT A ON THE PLAN, AND FOR THE BENEFIT OF THE GRANTOR'S RETAINED EASEMENT DESCRIBED IN PARAGRAPH 2 ABOVE:

a. The Grantee covenants that without the written permission of the Grantor, no buildings or structures shall be erected or maintained on Lot C as shown on the Plan except for the existing building and the proposed addition thereto, both of which are depicted on the Site Plan included in the Development Proposal referred to in Subparagraph (a) of Paragraph 1 above. As used in this paragraph, "structures" shall include, but shall not be limited to, parking lots, carports, equipment sheds, swimming pools and the like. Subject to the foregoing, the Grantee shall have the right to use Lot C for lawful recreational activities ordinarily incident to a residential condominium.



b. The Grantee covenants that the Premises shall be used for no uses other than residential condominium uses and such uses as are customarily incidental thereto.

The provisions of this instrument shall be binding upon, and shall enure to the benefit of the Grantor, the Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, on the second day of March, 1981, at Lexington, Massachusetts, the parties hereto have caused this deed to be signed, sealed and delivered by their duly authorized officers, respectively.

## TOWN OF LEXINGTON

For Grantor's title see deeds recorded with Middlesex South District Registry of Deeds Book 4272, Page 532, Book 5553, Page 597, Book 6120, Page 554 and Book 7595, Page 480.

By Mary W. Miley Majority of  
Alfred S. Busa Board  
Margery M. Battin of  
Robert B. Kent Selectmen  
James F. Crain

JOHN B. CLARK &amp; ASSOCIATES, INC.

By James F. Crain President/Vice-President  
 By James F. Crain Treasurer/Assistant-Treasurer

## COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

March 2, 1981

Then personally appeared the above named Mary W. Miley, Alfred S. Busa, Margery M. Battin, Robert B. Kent, James F. Crain known to me to be Selectmen of the Town of Lexington and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of the Town of Lexington, before me

Norman B. Cohen  
 Notary Public

My Commission expires: Nov 26, 1982



COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

December, 1981

Then personally appeared the above named James C. Clark known to me to be President and Treasurer of John R. Clark Associates, Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me

James C. Clark  
Notary Public

My Commission expires: April 14, 1982