



2016 00199755

Bk: 68360 Pg: 387 Doc: DEED

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QUITCLAIM DEED, GRANT AND RESERVATION OF EASEMENTS

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole, having an address of 66 Brooks Drive, Braintree, Massachusetts 02184 ("Grantor"),

for consideration of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) paid, and in full consideration, grants, with Quitclaim Covenants, to **READING EQUITABLE HOUSING LLC**, a Massachusetts limited liability company with a principal address of 2 Iris Court, #8, Acton, Massachusetts 01720 ("Grantee"),

a portion of that certain parcel of land with improvements thereon known and numbered as 172 Woburn Street, Reading, Middlesex County, Massachusetts, being more particularly described as follows (hereinafter "Land of Grantee"):

A certain parcel of land containing +/- 45,779 s.f., shown as Lot A-2 on plan entitled "ANR Plan of Land 172-186 Woburn Street Reading, MA. (Middlesex County)," dated December 4, 2015, prepared by Medford Engineering & Survey, recorded with the Middlesex South Registry of Deeds herewith (the "ANR Plan").

Grantor, to include its successors in title and assigns, for the benefit of the remaining land of Grantor shown as Lot A-1 on the ANR Plan (hereinafter "Land of Grantor") reserves the non-exclusive right and easement (i) to use not less than twenty four (24), nor more than thirty-two (32), parking spaces on the Land of Grantee, such number of parking spaces to be hereafter agreed as set forth below (the "Parking Spaces"), (ii) to use the driveways and parking area located on the Land of Grantee for vehicular ingress and egress to and from the Parking Spaces and Woburn Street, a public way, (iii) to use the southernmost pedestrian stairway leading from the Land of Grantor onto the Land of Grantee to access the Parking Spaces from Land of Grantor, and (iv) to utilize the curb cut and driveway located on the northwesterly portion of the Land of Grantee for purposes of vehicular and pedestrian ingress and egress between Woburn Street and the Land of Grantor (the foregoing easements, including the Parking Spaces, shall be collectively referred to as the "Easement Areas"). Grantor's use of the Easement Areas shall be limited to those purposes permitted herein and incidental thereto, at Grantor's own risk, and not in unreasonable interference with the use and quiet enjoyment by Grantee of the remainder of the Land of Grantee.

Property Address: 172 Woburn Street, Reading, Massachusetts

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 11/07/2016 01:31 PM
Ctrl# 253362 07174 Doc# 00199755
Fee: \$5,472.00 Cons: \$1,200,000.00

Grantor hereby conveys the Land of Grantee together with the non-exclusive right and easement to Grantee to utilize the curb cut and driveway located on the northeasterly portion of the Land of Grantor ("Grantor's Curb Cut") for purposes of vehicular and pedestrian ingress and egress between Woburn Street and the Land of Grantee. Grantee's use of Grantor's Curb Cut shall be limited to those purposes permitted herein and incidental thereto, at Grantee's own risk, and not in unreasonable interference with the use and quiet enjoyment by Grantor of the remainder of the Land of Grantor.

Grantor and Grantee covenant and agree, within twelve months from the date hereof, to record an Amendment to the foregoing rights and easements reserved and granted herein, with a plan depicting Grantor's Curb Cut and the Easement Areas, and specifically identifying the total number of Parking Spaces allocated for Grantor's use, provided such number shall be not less than twenty four (24), nor more than thirty-two (32), parking spaces.

The Grantee shall be responsible for all costs and expenses associated with the maintenance and repair and removal of snow and ice from the aforementioned Easement Areas, provided, however, that Grantor shall be responsible for the maintenance and repair and removal of snow and ice from any pedestrian stairway between the Land of Grantor and Land of Grantee and Grantor's Curb Cut.

Grantee shall have the unilateral right, at its own cost and expense, to relocate the Easement Areas on Land of Grantee, at any time and from time to time, including to diminish and/or expand the Easement Areas and redesign the layout of parking, driveways, walkways, curb cuts, and stairways, including to designate one-way traffic on the Land of Grantee, so long as the relocation and/or redesign shall ensure continued reasonable pedestrian and vehicular access to and from Woburn Street, Land of Grantor, and the Parking Spaces. Grantee may relocate the Easement Areas by recording a new plan depicting the modified Easement Areas, to include the location of the Parking Spaces, and with reference to this reservation of easements. Upon recording a new plan the previous Easement Areas shall be deemed abandoned, and the newly located Easement Areas shall become immediately effective.

It is expressly agreed between the parties, and the Grantee is accepting this deed with full knowledge of the following restrictions set forth herein, which Grantee agrees not only for itself but for its successors and assigns in title to comply with and/or otherwise adhere to. In consideration of Grantor's granting this deed for the Purchase Price and for the use of the Land of Grantee for residential development, Grantee covenants and agrees that it shall not use the Land of Grantee for: (a) a church chapel or other house of religious worship; (b) an abortion clinic; (c) the operations of professional counseling services which advocate abortion or euthanasia; (d) the operations of any embryonic stem cell research; or (e) a charter school (the "Use Restrictions"). The Use Restrictions shall expire upon the ninetieth (90th) year from the date of the recording of this Deed. The Land of Grantor is benefited by these restrictions under M.G.L. c. 184, Section 27 ("Benefited Parcel"). Grantee acknowledges that these Use Restrictions are imposed for the benefit of Grantor and the Saint Agnes Parish, and are of actual and substantial benefit to Grantor and the Saint Agnes Parish. At such time as Grantor ceases to operate the Land of Grantor as a Roman Catholic Parish, these restrictions shall terminate. Upon

such cessation of operation, Grantor shall forthwith upon Grantee's request deliver to Grantee an Affidavit in recordable form attesting to the termination of the Use Restrictions.

Grantee, on behalf of itself, its successors and assigns and successors in title, waives any and all claims and defense as to the enforceability of the Use Restrictions, as they have been set forth herein, in accordance with their terms. Grantee acknowledges and agrees, on behalf of itself, its successors and assigns and successors in title that the Grantor will be entitled from time to time to record notices of extensions of the Use Restrictions as such notices and extensions are provided for in Massachusetts General Laws, Chapter 184, Sections 27 and 29. In the event of a breach of the Use Restrictions at any time during the duration of same, as set forth herein, Grantor, Grantor's successors and its successors in title may seek specific performance of the Use Restrictions in a court of law having jurisdiction over the matter and obtain from Grantee, or its successors or assigns or successors in title, as the case may be, all costs and expenses, including attorney's fees, incurred in the enforcement or defense of the Use Restrictions and any other damages (excluding any consequential, indirect or punitive damages) suffered by Grantor arising or resulting from a breach of the Use Restrictions. In no event shall Grantee, or any successor or assign or successor in title of Grantee, be responsible for a breach of the Use Restrictions occurring prior to or after Grantee's (or such successor's or assign's, respectively) term of ownership of the Land of Grantee.

For Grantor's title see deed recorded with the Middlesex South Registry of Deeds in Book 3152, Page 376.

The Premises being conveyed is not all or substantially all of the Grantor's property and assets in the Commonwealth and the Grantor certifies that notice to the Attorney General was not required with respect to this transaction pursuant to MGL c. 180 sec 8A(c).

(Remainder of Page Intentionally Left Blank; Signature Pages to Follow)

Executed as a sealed instrument as of November 2, 2016.

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a
corporation sole

Handwritten signature of Sean O'Malley

His Eminence, Cardinal Sean O'Malley
O.F.M., Cap.

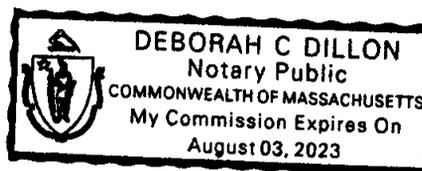
COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this 2 day of November, 2016 before me, the undersigned notary public, personally appeared before me, His Eminence, Cardinal Sean O'Malley, O.F.M., Cap., Roman Catholic Archbishop of Boston, as he is the Roman Catholic Archbishop of Boston, a Corporation Sole, and proved to me through satisfactory evidence of identification based upon personal knowledge of his identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for the stated purposes as the Roman Catholic Archbishop of Boston, a Corporation Sole.

Handwritten signature of Deborah C. Dillon

Notary Public DEBORAH C. DILLON
My commission expires: 8/3/23

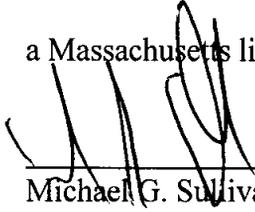


Grantee hereby accepts the foregoing Quitclaim Deed, Grant and Reservation of Easements on the terms stated therein.

Executed as a sealed instrument as of November 4, 2016.

READING EQUITABLE HOUSING, LLC

a Massachusetts limited liability company

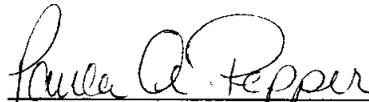


Michael G. Sullivan, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 4TH day of November, 2016 before me, the undersigned notary public, personally appeared before me, Michael G. Sullivan, as he is the Manager of READING EQUITABLE HOUSING, LLC, a Massachusetts limited liability company, and proved to me through satisfactory evidence of identification based upon personal knowledge of his identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for the stated purposes as Manager.



Notary Public PAULA A. PEPPER
My commission expires: 11/13/20

