

AG



2017 00072829

Bk: 69291 Pg: 355 Doc: DEED
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MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 05/17/2017 10:48 AM
Ctrl# 251736 02347 Doc# 00072829
Fee: \$15,260.04 Cons: \$3,346,400.00

QUITCLAIM DEED

BE IT KNOWN BY THESE PRESENTS, that Fellsway Development LLC, a Massachusetts limited liability corporation with a principal place of business c/o The Gutierrez Company, 200 Summit Drive, Suite 400, in Burlington, Massachusetts (hereinafter referred to as the "Grantor"), for consideration of Three Million Three Hundred Forty-Six Thousand Four Hundred Dollars and 00/100 (\$3,346,400.00) hereby grants to Sterling Hill Stoneham LLC, ("Grantee") a Massachusetts limited liability company with a principal place of business c/o 273 Corporate Drive, Suite 150, Portsmouth, NH 03801], with quitclaim covenants, a certain parcel of land known as Lot K, containing approximately 231,416 square feet (5.31 acres) of vacant land (the "Premises"), situated off of Woodland Road in Stoneham, Massachusetts, shown as Lot K on the Plan entitled "Approval Not Required", 3-5 Woodland Road, Stoneham, MA, prepared by Allen & Major Associates, Inc. and dated October 12, 2007 recorded with the Middlesex South Registry of Deeds as Plan No. 1363 of 2007 (the "Plan").

This conveyance is made subject to the express reservation of Grantor, for the benefit of Grantor's remaining land shown on the Plan, of an exclusive, perpetual right and easement to use the area designated as the "Proposed Parking & Access Easement" on Exhibit "A" attached hereto and made a part hereof, for the benefit of the Grantor (and its successors, assigns, tenants, and invitees, collectively "Grantor Parties") for pedestrian and vehicular access and for the passing, re-passing and parking of vehicles, (the "Parking Easement" or "Parking Easement Area"). Grantor may use the Parking Easement for the construction, reconstruction and maintenance of the parking areas, including related appurtenances thereto (including, but not limited to such appurtenances as barriers, ticket boxes, lighting and the like). Grantor shall provide at least thirty (30) days prior written notice to Grantee when Grantor shall enter onto the Parking Easement for construction of the parking spaces and related improvements and appurtenances, which such spaces and improvements shall be completed at Grantor's sole cost and expense, and at the sole risk and hazard of Grantor and with no unreasonable interference with Grantee's use and enjoyment of the Premises (it being agreed that customary construction activities shall not be deemed the cause of unreasonable interference). Upon completion, Grantor shall install reasonable screening or plantings between the Parking Easement Area and the improvements to be constructed

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7811 Executive Drive, Stoneham

on the Premises, and be responsible to maintain the Parking Easement Area, at its sole cost and expense. Grantee shall have no right to use the Parking Easement Area or any portion thereof and shall take no action and cause no activity that would prohibit or unreasonably interfere with Grantor's development of the Parking Easement Area or any access to or use of the Parking Easement by Grantor or any Grantor Parties, or adversely impact the condition of the Parking Easement. Grantor shall reimburse Grantee for its pro rata share of real estate taxes attributable to the Parking Easement Area (based on land valuation only) promptly upon receipt of written request from Grantee (containing reasonable supporting documentation evidencing such costs).

The Premises may not be used for any use other than residential home ownership units, which shall not exceed a total of 49 home ownership units, excluding townhomes. This restriction shall be for the benefit of Grantor's remaining property (namely Lot F-3 as shown on the Plan and, in the event Grantor or its successors exercise their rights under that agreement recorded in Book 25733, Page 246, then additionally for the benefit of that property) and the burden of this restriction shall run with the land and be binding on successor owners of the Premises.

In token of their acceptance of the foregoing reservations and restrictions and commitment to and acknowledgement of the agreements set forth herein, the Grantee, has hereunto set its hand and seal.

This conveyance is also made with the benefit of all rights, easements, restrictions, agreements and reservations of record, insofar as in force and applicable to the Premises, including, without limitation, that certain Further Amended and Restated Development Agreement dated May 2, 2011 and recorded with said Deeds in Book 66888, Page 233.

This conveyance shall expressly exclude (a) the Grantor's rights and obligations set forth in that certain agreement recorded in Book 25733, Page 246; and (b) Grantor's rights and obligations set forth in that certain Declaration of Non-Exclusive Access and Utility Easements dated October 13, 1995 and recorded with said Deeds in Book 25733, Page 265, as affected by that certain First Amendment to Declaration of Non-Exclusive Access and Utility Easements dated as of July 14, 2008 and recorded with said Deeds in Book 51473, Page 194 (collectively, the "SMI Agreement"), specifically reserving to Grantor the perpetual non-exclusive right and easement of Grantor to use the "Proposed Access Easement AE#1" for the pedestrian and vehicular access, ingress and egress, utilities, and parking of motor vehicles further described therein.

For Grantor's title, see Middlesex County Registry of Deeds, Book 31133. Page 173, in a deed dated February 14, 2000.

Grantor is not taxed as a corporation for federal income tax purposes.

*Remainder of Page Intentionally Left Blank
Signature and Notary Pages to Follow*

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 16th day of May, 2017.

FELLSWAY DEVELOPMENT LLC
By: The Gutierrez Company, Manager

By: [Signature]
Arthur J. Gutierrez, Jr.
President and Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

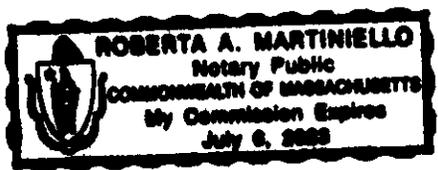
Middlesex, ss

On this 15th day of MAY, 2017, before me, the undersigned notary public personally appeared Arthur J. Gutierrez, Jr., President and Assistant Treasurer of The Gutierrez Company, Manager of Fellsway Development LLC, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, 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.

[Signature]
Notary Public Roberta A. Martiniello
My Commission Expires: 7/6/23

Grantee:

STERLING HILL STONEHAM, LLC
By: Construction Partners Stoneham, LLC, Manager

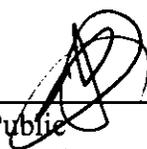


By: [Signature]
Eric S. Katz, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 18th day of May, 2017, before me, the undersigned notary public personally appeared Eric S. Katz, Manager of Construction Partners Stoneham, LLC, Manager of Sterling Hill Stoneham LLC, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, 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.



Notary Public
My Commission Expires:

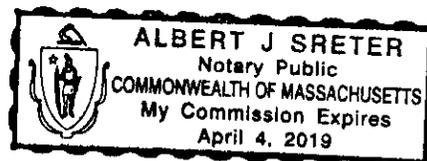


EXHIBIT "A"

[SEE ATTACHED PLAN]

