

DEED

The CITY OF NEWTON, Massachusetts, a body corporate and politic organized under the laws of the Commonwealth of Massachusetts for consideration paid of Five Hundred Thousand (\$500,000.00) Dollars grants to WARREN HOUSE ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership of which Newton Community Development Foundation III, Inc. a Massachusetts corporation and New Keen Corporation a Massachusetts corporation are the general partners and having an address c/o Keen Development Corporation, 2 University Road, Cambridge, MA 02238 with QUITCLAIM COVENANTS:

The premises consisting solely of the buildings, including without limitation, all pipes, chases and conduits contained therein and improvements located in and upon the land known as 1600 Washington Street, Newton, Middlesex County bounded and described as follows:

Beginning at a point at the northeasterly corner of a parcel of land, situated on the southerly side of Washington Street, upon which #1600 Washington Street is located. Said point being approximately 389 feet southwesterly of the southwest corner of Washington Street and Myrtle Street, thence;

- S 45-00-00 E A distance of 322.15 feet to a point, thence;
- S 45-00-00 W A distance of 320.00 feet to a point, thence;
- S 45-00-00 E A distance of 82.85 feet to a point, thence;
- S 45-00-00 W A distance of 170.00 feet to a point, thence;
- N 45-00-00 W A distance of 120.00 feet to a point, thence;
- N 45-00-00 E A distance of 30.00 feet to a point, thence;
- N 45-00-00 W A distance of 272.75 feet to a point at the southerly sideline of Washington Street, the last (7) courses by land now or formerly of the City of Newton (recreation fields), thence;
- Northeasterly Along a curve to the right, having a radius of 870.00 feet, a distance of 146.18 feet to a point of tangency, thence;

N 45-00-00 E A distance of 314.51 feet to the point of beginning, the last (2) courses by said Washington Street.

Containing: 3,737 acres plus or minus

and being shown on a certain plan entitled "Plan of Land in Newton, MA scale 1" = 40' November 25, 1991 Linenthal Eisinberg Anderson, Inc." recorded herewith.

Meaning and intending to convey only the buildings and other improvements set forth hereunder and not the land upon which such buildings and improvements are located, such land being the land referred to and the subject of a certain Ground Lease of even date herewith between the CITY OF NEWTON as Landlord and WARREN HOUSE ASSOCIATES LIMITED PARTNERSHIP as Tenant, notice of which Ground Lease is recorded herewith (hereinafter the "Ground Lease").

The premises granted herein are subject to a RIGHT OF REVERSION such that upon expiration or earlier termination of the Ground Lease title to such buildings, pipes, chases, conduits and improvements to the real property as may then be located on the land and owned by the Grantee or persons claiming by, through or under the Grantee shall automatically revert to the Grantor. Upon such reversion the following provisions shall bind, effect and be covenants running with the granted premises:

- (1) The CITY OF NEWTON shall assume any then outstanding obligations of the Grantee, its successors or assigns to maintain affordable housing pursuant to Condition # 3 of a Special Permit/Site Plan Approval issued by the Board of Aldermen in Board Order #236-89(5) recorded with Middlesex (Southern District) Registry of Deeds in Book 21293 Page 21;
- (2) The CITY OF NEWTON shall maintain the low income rent-subsidized housing units in any buildings to which it obtains title by reversion as low income housing units in perpetuity or for such shorter period commencing with the date of reversion as shall be the longest period for which such a restriction may then be enforced at law;
- (3) The obligations of the CITY OF NEWTON under the preceding paragraphs (1) and (2) shall be satisfied in full should the CITY OF NEWTON relocate the residents of such buildings to other units of comparable cost (to the residents) and quality elsewhere in Newton.

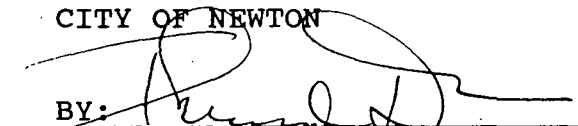
The provisions of the preceding paragraphs (1), (2) and (3) shall be covenants running with the land and the property

granted hereby and shall be binding upon the CITY OF NEWTON, its successors and assigns for the benefit of and subject to enforcement by the residents of any buildings which are subject to reversion hereunder from and after the date of such reversion. For purposes of this Deed the term "low income" shall mean persons or families as the case may be having incomes less than eighty (80%) percent of the median income for the Boston SMSA as determined by the then determining agency of the United States government.

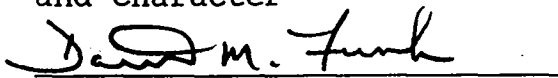
The buildings and improvements granted herein are located upon a portion of land taken by the CITY OF NEWTON in two separate takings recorded with Middlesex (Southern District) Registry of Deeds in Book 4781 Page 26 and Book 9361 Page 236. See also deeds of Annie L.B. Barrett to the CITY OF NEWTON dated October 28, 1924 recorded with said Deeds in Book 4785 Page 73 and of Olive T. Spencer to the CITY OF NEWTON dated December 22, 1924 recorded with said Deeds in Book 4801 Page 442.

The obligation of the Grantee hereunder pursuant to M.G.L. c. 44 Section 63A has been satisfied.

Executed as a sealed instrument this 20th day of December, 1991.

CITY OF NEWTON
BY: 
Theodore D. Mann, Mayor

Approved as to legal form and character


Daniel M. Funk
City Solicitor

DEED

COMMONWEALTH OF MASSACHUSETTS

Middlesey , ss.

December 20 , 1991

Then personally appeared before me Theodore D. Mann, Mayor of the City of Newton and acknowledged the foregoing document to be his free act and deed for and behalf of the City of Newton.


Notary Public

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