

ATTACHMENT C
PROPERTY OWNERSHIP

FDD 18867
158

FDD 18877
28

FDD 19435
88

UD 25202
216 DED 18 126
182

FDD 19904
349

FDD 18524
232

UD 18440
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UD 85026
223

FDD 18915
93

FDD 20433
204

UD 24957

UD 37 18770 7E3 1912 2985
24979 292 27 298
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DeD
Box 128 (VDE)
FDD 19181
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CTF 21061
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UD 21191
178 12658 189 229
MASTER DEED
UD 21191
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20636i 164 FDD
152 UD
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PLAN ON FILE
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DANIEL R. LORAN and WILLIAM F. HARKINS, TRUSTEES OF EAGLE CONDOMINIUM CONVERSION TRUST I, U/D/T dated as December 16, 1985, and recorded in the Suffolk County Registry of Deeds on December 31, 1985, in Book 12175, Page 128, having an address of 300 Governor's Drive, Winthrop, Massachusetts (hereinafter the "Declarant" or the "Grantor"), the sole owner of the premises located in Winthrop, Suffolk County, Massachusetts, described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), by duly executing and recording this Master Deed, do hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A") and propose to create, and hereby do create with respect to said Premises, a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A and to that end declare and provide the following:

1. Name. The name of the Condominium shall be GOVERNOR'S PARK CONDOMINIUM.
2. Description of Land. The premises which constitute the Condominium consist of the land located in Winthrop, Suffolk County, Massachusetts, together with the eleven residential buildings, one clubhouse building, amenities and improvements thereon as shown on the floor plans entitled "Governor's Park", dated January 14, 1986, February 4, 1986 and February 5, 1986.

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8. Floor Plans. The Plans of the building^{265P} following¹⁹⁶ the layout, location, unit numbers, and dimensions of Units as built and bearing the verified statement of a registered architect, certifying, in accordance with Chapter 183A, that the Plans fully and accurately depict the buildings are recorded herewith. Said Plans are more fully described in Paragraph 2 herein.

9. Future Easements. The Condominium Trustees may grant easements and licenses over the Common Areas and Units for public utilities or for other public purposes consistent with the intended use and enjoyment of the Common Areas and Units.

10. Purpose. The residential buildings and the Units are intended to be used for residential purposes, as more specifically set forth in Paragraph 11 below and in the By-Laws of the Condominium, except for the office unit, clubhouse and office area at 500 Governor's Drive, which may be used for office purposes. Said office Unit (Unit No. 500-3) may be used for either office purposes or residential purposes.

Notwithstanding the foregoing, the Declarant may, until all of the Units have been sold by the Declarant, use any Units owned by the Declarant as models or offices for the purpose of selling or leasing of Units.

11. Restrictions on Use. Unless otherwise permitted by this Master Deed or by an instrument in writing duly executed by the Trustees of the Condominium Trust pursuant to provisions of the By-Laws thereof:

(a) The Units are designated on Exhibit "C" hereto and, except as provided in Section 10 above, shall only be used for residential purposes (no primary or accessory

9891 204

12/30/81 11:03 TH

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the regulations and orders promulgated thereunder, for and in consideration paid to it in the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)

does hereby grant to WINTHROP HOUSING AUTHORITY, a municipal authority created under the laws of the Commonwealth of Massachusetts,

of 9 Golden Drive
Winthrop, Ma.

all its right, title and interest in and to the property described in Schedule A, together with all appurtenances and improvements thereto, subject to such conditions as may be set forth in said Schedule A.

TO HAVE AND TO HOLD the granted premises with all the privileges and appurtenances thereto belonging, to the said grantee(s) and to the heirs or successors and assigns of same, to their own use and behoof forever.

This deed is executed and delivered to the said grantee(s), and to the heirs or successors and assigns of same, without any covenants whatsoever, either express or implied.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, has caused these presents to be executed as a sealed instrument in its name and behalf this 30th day of December 1981.

UNITED STATES OF AMERICA
Acting By and Through The
ADMINISTRATOR OF GENERAL SERVICES

By L. F. Bretta
Acting Regional Administrator
General Services Administration
Region One, Boston, Massachusetts

WITNESSES:

Rosquale Vaccaro
Bob J. Jurewicz

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

In Boston, in said County and State, on this 30th day of December, 1981 before me personally appeared L. F. BRETTE, Acting Regional Administrator, General Services Administration, Boston, Massachusetts duly empowered and authorized and delegated by the Administrator of General Services, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him duly executed, to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Acting Regional Administrator, General Services Administration, Boston, Massachusetts.

Anthony Bette
Notary Public
My Commission Expires: May 4, 1982



SCHEDULE A

9891 205

A certain tract or parcel of land in the Town of Winthrop, County of Suffolk, Commonwealth of Massachusetts, being a portion of the former Fort Bank Military Reservation and more particularly bounded and described as follows:

Being at a lead plug at the intersection of the northerly side line of Revere Street (as is now existing) and the easterly side line of Governors Drive (formerly Cherry Street):

Beginning from the point of intersection and thence leaving said street line, tangent thereto, and running northeasterly to northerly by a curve of 235.00 feet radius for a distance of 326.07 feet to a point;

Thence running N 22 degrees 47' 02" W for a distance of 85.16 feet to a point;

Thence running by curve to the left of 950.00 feet radius for a distance of 163.09 feet to a point;

Thence running N 57 degrees 22' 48" E for a distance of 220 feet to a point;

Thence running S 43 degrees 13' 55" E for a distance of 292.48 feet to a point;

Thence running S 34 degrees 26' 18" W for a distance of 418.61 feet to a point;

Thence running S 59 degrees 13' 03" W for a distance of 144.88 feet to a point;

Thence running N 43 degrees 03' 40" W for a distance of 5.05 feet to a point of beginning, the last three courses being within the present right of way limits of Revere Street; containing about 2.43 acres.

Subject to the following:

- a. A perpetual right-of-way granted to the Town of Winthrop under date of December 18, 1930, by the Secretary of War for the purpose of widening Revere Street to a width of fifty (50) feet.
- b. Easements of record, if any, for public roads and highways, public utilities, and for pipe lines, but not subject to the easement and right-of-way formerly held by the Trustees of the First Narrow Gauge Trust.

Provided that use of the property by Grantee, its successors and assigns shall be subject and in compliance with FAA Advisory Circular 70/7460-2G, entitled "Proposed Construction or Alteration of Objects That May Affect the Navigable Air Space", as the same maybe amended or superceded.

9891 206

EXCEPTING, RESERVING AND RETAINING to the Grantor an easment and right of way over the following portion of the property herein conveyed for the benefit of other land of Grantor and for the purpose of ingress to and egress from said other land and for the purpose of the location operation, maintenance, repair and replacemnt of utilities of any and all types:

- A. A tract or parcel of land situated in the Town of Winthrop, Commonwealth of Massachusetts, being bounded and described as follows:

Beginning at the intersection of the northerly side line of Revere Street (as is now existing) and the westerly side line of the Access Utility Easment;

Beginning from the point of intersection and thence leaving said street line and running N 43 degrees 13' 55" W for a distance of 285.53 feet to a point;

Thence running N 57 degrees 22' 48" E for a distance of 20.34 feet to a point;

Thence running S 43 degrees 13' 55" E for a distance of 292.48 feet to a point;

Thence running S 34 degrees 26' 18" W for a distance of 20.47 feet to a point;

Thence running N 43 degrees 13' 55" W for a distance of 15.07 feet to the point of beginning, the last two courses being within the present right of way limits of Revere Street; containing about 0.136 acres.

NONDISCRIMINATION

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

EXCESS PROFITS CLAUSE

With respect to the real property described in this Schedule A (the "subject property") if at any time within a three-year period from the date of transfer of title by the Government, the Grantee, Winthrop Housing Authority shall sell or enter into agreements to sell (hereinafter referred

to as a "disposition") in one transaction or series of transactions, it is agreed that all proceeds received or to be received from such disposition (whether received during the three-year period or thereafter) in excess of the Authority's costs will be remitted to the Government.

For purposes of this agreement the Winthrop Housing Authority's costs shall include, but not be limited to, expenditures made or incurred by the Authority on or with respect to the subject property, or which benefit the subject property, for the following:

- (1) land acquisition;
- (2) property maintenance and insurance;
- (3) financing;
- (4) marketing and promotion;
- (5) project administration;
- (6) physical development, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading and other site or public improvements; and
- (7) planning, design and engineering services; provided, however, that the Authority's costs will not include expenditures to the extent the same are defrayed by Federal grants.

In the event that there shall be a disposition within such three-year period that consists of less than all of the subject property, in determining whether the proceeds received at any time from such disposition are in excess of the Authority's cost appropriately allocable to the property which is the subject of such disposition, the total Authority costs incurred prior to the receipt of such proceeds shall, as may be appropriate and equitable, either be: (a) specifically allocated between the property which is the subject of the disposition and the remainder of the subject property held by the Authority, or (b) multiplied by a fraction the numerator of which is the area of the property which is the subject of the disposition and the denominator of which is the net developable area of the subject property, and the result allocated to the property which is the subject of the disposition.

DEED OF RELEASE

THIS RELEASE, granted this 30th day of March, 1999, by the UNITED STATES OF AMERICA, acting by and through the undersigned Deputy Regional Director, Northeast Region, National Park Service to the Town of Winthrop, Massachusetts and assigns.

WHEREAS, on August 10, 1967, the United States of America, acting by and through the Regional Administrator, the General Services Administration (hereinafter designated "Grantor") conveyed 10.26 acres of land to the Town of Winthrop (hereinafter designated "Grantee") pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, 40 U.S.C. § 484(k)(2), and regulations and orders promulgated thereunder; and

WHEREAS, the said land was conveyed to the Grantee upon the express condition that such lands were to be used exclusively for public park and recreational purposes and certain restrictions were expressly set forth as numbers "1" through "7" in the quitclaim deed dated August 10, 1967, and recorded with Suffolk County Registry of Deeds at Book 8139, Page 299; and

WHEREAS, subsequent to the said conveyance of August 10, 1967, the Grantee sought to use the said land for educational purposes and to obtain a release of the said condition that such lands were to be used exclusively for public park and recreational purposes and in exchange impose a condition that said lands be used for school, classroom, or other educational uses as required pursuant to 40 U.S.C. § 484(k)(1)(A); and

WHEREAS, the parties wish to make the said lands available for school purposes for the construction of school facilities; and

WHEREAS, 40 U.S.C. § 484(k)(4)(D)(iii) authorizes the Secretary of the Interior to release lands from the above-mentioned restrictions if certain conditions are met, which authority has been redelegated to the Director of the National Park Service and the Regional Directors of the National Park Service; and

WHEREAS, the General Services Administration has advised the National Park Service by letter dated March 11, 1999, that it concurs with changing the restrictions placed upon the said land from public park and recreational purposes to educational purposes, and the transfer of jurisdiction from the Department of the Interior to the Department of Education.

NOW THEREFORE, the said Deputy Regional Director, acting through and on behalf of the United States of America, hereby releases the property which was included in the original conveyance of August 10, 1967, from the restrictions numbered "1" through "7" and the requirement that the property be used exclusively for public park and recreational purposes.

IN CONSIDERATION for release of the said 10.26 acre parcel of land from these restrictions, the Grantee agrees to enter into a Declaration of Covenant on this same day with the Department

Consideration less than \$100.00

Town Clerk
Town of Winthrop
Winthrop Town Hall
Winthrop, MA 01890

MASSACHUSETTS
SUFFOLK COUNTY
REGISTRY OF DEEDS
RECORDED
MAR 11 1999
11:00 AM
BOOK 23931
PAGE 169

23931 170

of Education whereby the Grantee will pledge certain rights and interests in the said land to the Department of Education pursuant to the public benefit allowance program regulations set forth at 34 C.F.R. Part 12. This Declaration is attached as Exhibit A to this release.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused this release to be signed and sealed by the following officer on the date shown below.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior:

WITNESS:

Chrysandra Walter
Deputy Regional Director
Northeast Region
National Park Service
13 State Street
Boston, MA 02109

COMMONWEALTH OF MASSACHUSETTS)
County of Suffolk) ss

On this 30 day of March 1999, before me, the subscriber, personally appeared Chrysandra Walter, Deputy Regional Director, Northeast Region, National Park Service, United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, and she acknowledged that she executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.

Notary Public
My commission expires:

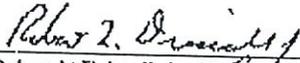
ELLEN J. GALIPEAU
Notary Public
My Comm. Expires Dec. 11, 2003

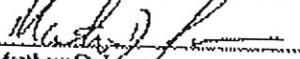


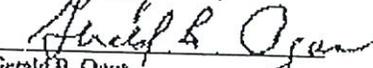
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The foregoing release is hereby accepted and the undersigned agrees by this acceptance to assume and be bound by all obligations, conditions, covenants and agreements therein contained.

TOWN OF WINTHROP
BOARD OF SELECTMEN


Robert L. Driscoll, Jr., Chairman


Matthew D. Lanza

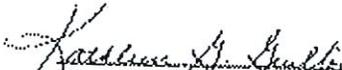

Gerald B. Ogus

COMMONWEALTH OF MASSACHUSETTS)

County of Suffolk)

55

On the sixteenth day of June 1999, before me, the subscriber, personally appeared Robert L. Driscoll, Jr., Matthew D. Lanza and Gerald B. Ogus, the Board of Selectmen, Town of Winthrop, Massachusetts, a municipal corporation of the Commonwealth of Massachusetts, and known to me to be the same persons described in and who executed the foregoing acceptance, and who being duly sworn by me, did depose and say that they are the Board of Selectmen of the said Town of Winthrop, and are duly designated, empowered and authorized to execute the foregoing acceptance and sign their names thereto; and that they executed the foregoing instrument for and on behalf of the Town of Winthrop for the purposes and uses therein described.


Kathleen G. Sullivan, Notary Public

My commission expires 1-20-06

TOWN OF WINTHROP
MASSACHUSETTS



OFFICE OF TOWN CLERK
November 21, 1966

John A. Clark
Town Clerk

SPECIAL TOWN MEETING
November 17, 1966

ARTICLE 3
By the Board of Selectmen

VOTED: That for playground and recreation purposes the Town purchase from the United States acting by and through its appropriate agency or department a portion of the land at the Fort Banks Military Reservation in the Town of Winthrop, said land being that portion within Fort Banks located Westerly of Revere Street to the present Town Dump and located in the vicinity of Kennedy Road, Mills Road, and Anderson Road within said Fort Banks; said land comprising approximately ten and seven-tenths (10.7) acres more or less; and that the Board of Selectmen be and hereby is authorized to execute and deliver in the name of the Town any and all deeds, agreements, or other instruments as may be required to effectuate the purposes of this vote; and further

That there be and hereby is transferred from the Excess and Deficiency account the sum of

FIFTY TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$52,250.00)
to pay for the same.

2/3rds vote required. Yes - 112 No - 42

CERTIFICATION

TO WHOM IT MAY CONCERN:

I hereby certify that the above is a true copy from the records on file in the Town Clerk's Office of the Town of Winthrop, of the vote taken under Article 3 at the Special Town Meeting, November 17, 1966.

Attest: *[Signature]*
Town Clerk

Nov. 10 1966 at 12 o'clock A 52 mins. P.M. Rec'd. at T.D. & EXAM. R. - 89

RECORDS

This DEED made by and between the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1944 (58 Stat. 705), as amended, and particularly by Public Law 616, 80th Congress, approved June 10, 1941, and the regulations and orders promulgated thereunder, party of the first part, and the TOWN OF WINTHROP, acting by and through its BOARD OF SELECTMEN, its successors and assigns, party of the second part.

WITNESSETH: That said party of the first part for and in consideration of the continuous use and maintenance of the premises by the party of the second part, as and for public park and recreational purposes, as and to the extent herein provided, and in consideration of the payment of the sum of FIFTY-TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$52,000) by it in and to the party of the second part, receipt of which is hereby acknowledged, by these presents grants unto the said party of the second part, its successors and assigns, the following described property situated in the Town of Winthrop, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

A certain parcel or tract of land shown as
A. 1000 sq. ft. of land in the plan
"Plan of Fort Banks, Winthrop, Mass. by
Department of Public Works, 100 Washua St.,
Boston, said plan being dated June 7, 1937,
and recorded herewith. Said parcel or tract
is further bounded and described as follows:

Beginning at a leap plug at the intersection
of the northerly side line of Revere Street
and the easterly side line of Cherry Street
as shown on said plan.

Thence in a line 254.16 feet on a radius of 640 feet, 22° 45' 13" to a drill hole in a bound as shown on said plan;

Thence continuing N 33° 57' 45" E, 291.12 feet to the true point of beginning;

Thence the following courses and distances as shown on said plan:

N 43° 13' 55" W, 966.98 feet;

S 34° 32' 47" W, 418.79 feet;

N 56° 55' 45" E, 470.54 feet;

S 43° 18' 13" E, 382.99 feet;

S 27° 46' 20" W, 148.64 feet;

S 9° 7' 40" W, 133.75 feet;

S 53° 26' 20" E, 192.80 feet;

S 60° 38' 0" E, 170.74 feet;

S 34° 41' 50" W, 53.65 feet;

S 55° 18' 10" E, 130 feet;

S 34° 41' 50" W, 205 feet;

S 21° 18' 10" E, 90 feet;

S 34° 41' 50" W, 70 feet;

S 44° 12' 5" E, 159.29 feet and 15.53 feet respectively;

S 34° 26' 18" W, 41.30 feet;

N 43° 13' 55" W, 15.53 feet to the point of beginning.

Said premises are conveyed subject to perpetual rights of way granted to the Town of Winthrop by the Secretary of War under dated of June 28, 1922, and December 18, 1930.

Within conveyance is made subject to existing easements for public roads and highways for public utilities and for pipe lines but not subject to the easement and right of way formerly held by the Trustees of the First Narrow Gauge Trust.

WithIn conveyance is made subject to the condition that the United States of America shall be provided joint use with others over existing roadways in land conveyed herein for access to Government-owned portions of Fort Banks Reservation.

This deed is executed and delivered to the said TOWN OF WINTEROP, without any covenants whatsoever, either express or implied.

Said property transferred hereby was duly determined to be surplus and was assigned to the ADMINISTRATOR of GENERAL SERVICES for disposal, pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), and applicable rules, orders and regulations.

In the event there is a breach of any of the conditions and covenants herein contained by the party of the second part, its successors and assigns, whether caused by the legal inability of said party of the second part, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to all of the said premises shall revert to and become the property of the United States of America at its option, and it shall have the immediate right of entry on said premises and the party of the second part, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED HOWEVER, that the failure of the Secretary of Interior, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the party of the second part, its successors and assigns, with respect to such future performance, shall continue in full force and effect

The party of the second part does by the acceptance of this deed covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The premises above-described shall be continuously used and maintained as and for public park purposes and for a public recreational area, for incidental purposes relating thereto, but for no other purposes.
2. The party of the second part, its successors and assigns, shall file biennial reports with the Secretary of Interior, or his successor in function, setting forth the use of the property during the preceding two-year period, and other pertinent data establishing its continuous use of the premises for the purposes set forth above.
3. The party of the second part will not sell, lease, assign, or otherwise dispose of any of the premises above-described except to another local governmental agency that the Secretary of Interior, or his successor in function, is satisfied can assure the continued use and maintenance of the property for public park and for a public recreational area.
4. The party of the first part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, including the presently existing national emergency, to the full, unrestricted possession, control, and use of the premises, or any part thereof, without charge; EXCEPT THAT the party of the first part shall be responsible during the period of such use, for the entire cost of maintaining the premises, or any portion thereof so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid.
5.
 - a. The program for or in connection with which this deed is made will be conducted in compliance with, and the party of the second part, its successors and assigns, will comply with, and will require any and all other persons to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this deed (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964;
 - b. This covenant shall be subject in all respects to the provisions of said regulations;
 - c. Party of the second part, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant;

8100 JH;

- d. The United States shall have the right to seek judicial enforcement of this covenant and;
- e. Party of the second part, its successors and assigns, will obtain from each other person who through contractual or other arrangements with said party of the second part, its successors or assigns, is authorized to provide services or benefits, is authorized program, a written agreement pursuant to which such other person shall, with respect to services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the party of the second part by this covenant, and shall furnish of the original of such agreement, and shall furnish of the Interior or his successor to the Secretary request therefor. This covenant shall run with the land hereby conveyed and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of party of the first part and enforceable by said party against the party of the second part, its successors and assigns.

6. In the event of a breach of any condition or covenant herein imposed, the Secretary of Interior, or his successor in function, may immediately enter and possess himself of title to the herein-conveyed premises for and on behalf of the United States of America.

7. In the event of a breach of any condition or covenant upon demand by the party of the second part will, successor in function, take such action, including the prosecution of suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR of GENERAL SERVICES, has caused these presents to be executed in its name and behalf by the Regional Administrator, General Services Administration, Boston, Massachusetts, and the TOWN OF WINTHROP, acting by and through its Board of Selectmen, to evidence its accord with, acceptance of and agreement to be bound by the reservations, conditions and

Covenants herein contained, has caused these presents to be executed in its name and behalf on this 10th day of August 1967.

UNITED STATES OF AMERICA
Acting By and Through the
ADMINISTRATOR OF GENERAL SERVICES

By Paul Lazzaro
Regional Administrator
General Services Administration
Boston, Massachusetts

WITNESSES:

Alvin L. Pedersen
Robert Murphy

TOWN OF WINTHROP
Acting By and Through Its
Board of Selectmen

William T. ...
James P. ...
Richard O. ...

WITNESSES:

William J. ...
John & ...

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

In Boston, in said County and State, on this 10th day of August 1967 before me personally appeared PAUL LAZZARO, Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized and delegated by the Administrator of General Services (28 Federal Register 14472), to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him

8100 0005

duly executed, to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Regional Administrator, General Services Administration, Boston, Massachusetts.

John J. Donoghue, Notary Public
My Commission Expires June 15, 1972
COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

In Winthrop, in said County and State, on the 10th day of August 1967 before me, then and there personally appeared

*Michael T. ...
Richard D. ...*

duly empowered and authorized, who signed the foregoing instrument and acknowledged the same to be their free act and deed in their said capacity and the free act and deed of the TOWN OF WINTHROP.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

John J. Donoghue
Notary Public

6 1 2 3 4 5

Q Q

3891 20-1

12/30/81 11:03 75

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the regulations and orders promulgated thereunder, for and in consideration paid to it in the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)

does hereby grant to WINTHROP HISTORIC AUTHORITY, a municipal authority created under the laws of the Commonwealth of Massachusetts, of 9 Golden Drive Winthrop, Ma.

all its right, title and interest in and to the property described in Schedule A, together with all appurtenances and improvements thereto, subject to such conditions as may be set forth in said Schedule A.

TO HAVE AND TO HOLD the granted premises with all the privileges and appurtenances thereto belonging, to the said grantee(s) and to the heirs or successors and assigns of same, to their own use and behoof forever.

This deed is executed and delivered to the said grantee(s), and to the heirs or successors and assigns of same, without any covenants whatsoever, either express or implied.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, has caused these presents to be executed as a sealed instrument in its name and behalf this 30th day of December 1981.

UNITED STATES OF AMERICA Acting by and Through The ADMINISTRATOR OF GENERAL SERVICES

By L. F. Baffa Acting Regional Administrator General Services Administration Region One, Boston, Massachusetts

WITNESSES: Pasquale Vaccaro Bob Julliard

COMMONWEALTH OF MASSACHUSETTS COUNTY OF SUFFOLK

In Boston, in said County and State, on this 30th day of December, 1981 before me personally appeared L. F. Baffa, Acting Regional Administrator, General Services Administration, Boston, Massachusetts duly empowered and authorized and delegated by the Administrator of General Services, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him duly executed, to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Acting Regional Administrator, General Services Administration, Boston, Massachusetts.

Notary Public My Commission Expires May 21, 1982



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SCHEDULE A

2501 205

A certain tract or parcel of land in the Town of Winthrop, County of Suffolk, Commonwealth of Massachusetts, being a portion of the former Fort Bank Military Reservation and more particularly bounded and described as follows:

Being at a load plug at the intersection of the northerly side line of Revere Street (as is now existing) and the easterly side line of Governors Drive (formerly Cherry Street):

Beginning from the point of intersection and thence leaving said street line, tangent thereto, and running northeasterly to northerly by a curve of 235.00 feet radius for a distance of 376.07 feet to a point;

Thence running N 22 degrees 47' 02" W for a distance of 81.16 feet to a point;

Thence running by curve to the left of 950.00 feet radius for a distance of 163.09 feet to a point;

Thence running N 57 degrees 22' 48" E for a distance of 220 feet to a point;

Thence running S 43 degrees 13' 55" E for a distance of 292.48 feet to a point;

Thence running S 34 degrees 26' 18" W for a distance of 410.61 feet to a point;

Thence running S 59 degrees 13' 03" W for a distance of 146.88 feet to a point;

Thence running N 43 degrees 03' 40" W for a distance of 6.05 feet to a point of beginning, the last three courses being within the present right of way limits of Revere Street; containing about 2.43 acres.

Subject to the following:

- a. A perpetual right-of-way granted to the Town of Winthrop under date of December 18, 1930, by the Secretary of War for the purpose of widening Revere Street to a width of fifty (50) feet.
- b. Easements of record, if any, for public roads and highways, public utilities, and for pipe lines, but not subject to the easement and right-of-way formerly held by the Trustees of the First Narrow Gauge Trust.

Provided that use of the property by Grantee, its successors and assigns shall be subject and in compliance with FAA Advisory Circular 70/7460-16, entitled "Proposed Construction or Alteration of Objects That May Affect the Navigable Air Space", as the same may be amended or superseded.



1981 201:

EXCEPTING, RESERVING AND RETAINING to the Grantor an easement and right of way over the following portion of the property herein conveyed for the benefit of other land of Grantor and for the purpose of ingress to and egress from said other land and for the purpose of the location operation, maintenance, repair and replacement of utilities of any and all types:

- A. A tract or parcel of land situated in the Town of Winthrop, Commonwealth of Massachusetts, being bounded and described as follows:

Beginning at the intersection of the northerly side line of Revere Street (as is now existing) and the westerly side line of the Access Utility Easement;

Beginning from the point of intersection and thence leaving said street line and running N 43 degrees 13' 55" N for a distance of 283.53 feet to a point;

Thence running N 57 degrees 22' 48" E for a distance of 20.34 feet to a point;

Thence running S 43 degrees 13' 55" E for a distance of 292.48 feet to a point;

Thence running S 34 degrees 26' 18" W for a distance of 20.47 feet to a point;

Thence running N 43 degrees 13' 55" W for a distance of 15.07 feet to the point of beginning, the last two courses being within the present right of way limits of Revere Street; containing about 0.136 acres.

NONDISCRIMINATION

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

EXCESS PROFITS CLAUSE

With respect to the real property described in this Schedule A (the "subject property") if at any time within a three-year period from the date of transfer of title by the Government, the Grantee, Winthrop Housing Authority shall sell or enter into agreements to sell (hereinafter referred

to as a "disposition") in one transaction or series of transactions, it is agreed that all proceeds received or to be received from such disposition (whether received during the three-year period or thereafter) in excess of the Authority's costs will be remitted to the Government.

For purposes of this agreement the Minthrop Housing Authority's costs shall include, but not be limited to, expenditures made or incurred by the Authority on or with respect to the subject property, or which benefit the subject property, for the following:

- (1) land acquisition;
- (2) property maintenance and insurance;
- (3) financing;
- (4) marketing and promotion;
- (5) project administration;
- (6) physical development, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading and other site or public improvements; and
- (7) planning, design and engineering services; provided, however, that the Authority's costs will not include expenditures to the extent the same are defrayed by Federal grants.

In the event that there shall be a disposition within such three-year period that consists of less than all of the subject property, in determining whether the proceeds received at any time from such disposition are in excess of the Authority's cost appropriately allocable to the property which is the subject of such disposition, the total Authority costs incurred prior to the receipt of such proceeds shall, as may be appropriate and equitable, either be: (a) specifically allocated between the property which is the subject of the disposition and the remainder of the subject property held by the Authority, or (b) multiplied by a fraction the numerator of which is the area of the property which is the subject of the disposition and the denominator of which is the net developable area of the subject property, and the result allocated to the property which is the subject of the disposition.