

QUITCLAIM DEED

45/10/13

The City of Worcester ("Grantor"), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, and having its usual place of business at City Hall, 455 Main Street, Worcester, Massachusetts,

in consideration of Ten Thousand Dollars (\$10,000.00) paid,

grants to 800 Main Street Realty Trust, u/d/t dated November 15, 1990, recorded with the Worcester District Registry of Deeds in Book 13722, Page 391 ("Grantee"),

with quitclaim covenants, but with conditions subsequent as herein stated, that certain lot or parcel of land on the southerly side of Main Street in the city of Worcester, with any buildings and improvements situated thereon, known as 813 Main Street, which is more particularly described in Exhibit A, which is attached hereto and made a part hereof by this reference ("Land"). The Grantor shall exercise its right of re-entry if any of the conditions herein are breached.

Subject to all matters of record.

This conveyance is subject to the following agreements and covenants which shall be covenants running with the land, and without regard to technical classification or designation, legal or otherwise, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, Grantor against Grantee, its successors and assigns and every successor in interest to the Land, or any part thereof or any interest therein, and any party in possession or occupancy of the Land or any part thereof.

In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that Grantor is the beneficiary of the following agreements and covenants for the purposes of protecting the interests of the community and other parties, public and private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Grantor without regard to whether Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements or covenants relate. The agreements and covenants set forth herein are of actual and substantial benefit to the Grantor. Grantor shall have the right, in the event of any breach of any such agreement or covenant provided herein below to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant to which it may be entitled.

The Grantee, for itself, its successors and assigns agrees:

1. To develop and use the Land exclusively for off-street parking for the benefit of adjacent properties abutting the Land. Provided, however, the Grantor shall have sole discretion to determine the use of the Land in conformance with the foregoing.
2. To prepare a plan of its proposed development of the Land for approval, in writing, by the Grantor's Executive Office of Neighborhood Services, which approval shall

811-813 Main St.
 800 Main St
 Worcester, MA 01410 (RESTORED)
 City Hall

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not be unreasonably withheld but shall be a condition precedent to the commencement of the development.

3. To commence with the development of the Land within one year of the date of recording of this deed.
4. To commence deferred maintenance obligations within five days of recording of this Deed, which obligations shall include, but not be limited to, remove of all garbage and debris, grass mowing, weeding, maintenance and pruning of shrubs. Such maintenance obligations shall be a continuing obligation of the Grantee.
5. The Land shall not be used for nor shall it suffer the placing, filling, storing or dumping of refuse, trash, motor vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever.
6. Should the Grantee, its successor or assigns ever accept a bona fide offer to sell the Land or to otherwise alienate the Land, other than a mortgage to an institutional lender on the Land or any portion thereof, the Grantor shall have a sixty-day right of first refusal to reacquire the Land on the same terms and conditions as the bona fide offer, starting on the date it is notified in writing of Grantee's receipt of such offer, which notice and a copy of the bona fide offer shall be mailed, postage prepaid, certified or registered mail to the City Manager, City Hall Room 306, 455 Main Street, Worcester, MA 01608. Should Grantor elect not to exercise its right to reacquire the Land, Grantee may thereafter convey the Land in accordance with the bona fide offer. If Grantee shall thereafter intend to sell or otherwise alienate the Land for an amount less than the original bona fide offer, the Grantor shall have a new sixty-day right of first refusal reflective of the new or revised bona fide offer.

Upon satisfaction of the above conditions, and at any subsequent time as Grantee may reasonably request, the Grantor shall provide to the Grantee a certificate in recordable form, certifying Grantee's compliance therewith.

Grantee shall indemnify and hold Grantor, its officers, agents and employees harmless from, against, for and in respect of any liability arising out of the state of the Land as of the date of recording this deed, including without limitation, any liability arising from any oil, hazardous materials, hazardous substances, hazardous wastes, or petroleum products, as such terms are or hereafter may be defined pursuant to any environmental laws of the United States or the Commonwealth of Massachusetts ("Environmental Laws"), or the violation of any Environmental Laws on the Land.
