

Middlesex South Registry of Deeds

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Recording Information

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 MASSACHUSETTS EXCISE TAX
 Southern Middlesex District ROD # 001
 Date: 04/27/2018 08:29 AM
 Ctrl# 279945 24808 Doc# 00057468
 Fee: \$1,372.56 Cons: \$301,000.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
 208 Cambridge Street
 Cambridge, MA 02141
 617-679-6300
www.middlesexsouthregistry.com

QUITCLAIM DEED

We, **JUSTIN D. KENT** and **KRISTEN L. ELLIS**, being married to each other, of Devens, Massachusetts, for full consideration paid in the amount of Three Hundred One Thousand Dollars (\$301,000.00) **grant to STEPHEN A. BEAL**, Individually, now of 23 Auman Street, Devens, Massachusetts, with QUITCLAIM COVENANTS

Certain land with the buildings thereon, located at 23 Auman Street, Devens, Ayer, Middlesex County Massachusetts, and more particularly described as follows:

Lot Number 53, as shown on a set of plans entitled "'Level One Lotting Plan' and 'Level Two Lotting Plan', The Estates at Harvard Hills, Ayer and Harvard Massachusetts, prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089", prepared by Meisner Brem Corporation, dated December 1, 2000, Scale 1" = 200', recorded with the Worcester County District Registry of Deeds in Book 769 as Plans 122 and 123 of 2001, and the Middlesex South District Registry of Deeds as Plans 591 and 592 of 2001 (the "Lot").

This conveyance is made subject to and with the benefit of that certain Declaration of Covenants, Conditions, Easements and Restrictions of The Estates At Harvard Hills dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and the Middlesex County Southern District Registry of Deeds on June 26, 2001 in Book 33131, Page 87 (the "Declaration"), which provides, among other things that:

General Services Fee. Until such time as the Legislature might pass an act of permanent governance relative to the so-called Devens Regional Enterprise Zone, the Massachusetts Development Finance Agency ("MDFA") shall, pursuant to Chapter 498 of the Acts of 1993, impose and collect a General Service Fee for the provision of municipal services – that is, snow removal and street maintenance for public roads, fire protection and similar items. Such fee is currently computed on the basis of the number of square feet of gross floor area of residential space and the total square footage of land. In accordance with an agreement with MDFA, this General Service Fee shall be assessed to each Lot, including a pro rata share of the Fee applicable to the Common Areas. Such fee may in the future be set on an ad valorem basis.

PROPERTY ADDRESS: 23 AUMAN STREET, DEVENS (AYER), MASSACHUSETTS

Restrictions on Use. The use of all Lots shall be in accordance with the so-called Devens Reuse Plan and By-Laws, the Rules and Regulations of the Devens Enterprise Commission, the requirements of the Land Disposition Agreement and all matters referenced therein including, but not limited to the "Legal Requirements," the "Devens Housing Redevelopment Historic Preservation Plan dated January 10, 2000," Chapter 498 of the Acts of 1993 and the "Environmental Reports," and the "Federal Facilities Agreement/Covenant Not to Sue" (also referred to as "Administrative Consent Order entitled "In the Matter of Massachusetts Government Land Bank", No. ACO-CE-95-1005 and Administrative Consent Order and Covenant Not to Sue entitled "In the Matter of the Government Land Bank Waste Site Cleanup for Fort Devens Redevelopment", No. ACO-CE-3001"). In furtherance of the requirements respecting certain of these restrictions, the Historic Preservation Requirements restriction and the Federal Facilities Agreement/Covenant Not to Sue specific requirements are attached as Exhibit F and Exhibit G respectively."

Each capitalized term used in the preceding two paragraphs shall have the meaning assigned to such term in the Declaration. The Historic Preservation Requirements restriction attached to the Declaration as Exhibit F is attached to this Deed as Attachment A. The Federal Facilities Agreement/Covenant Not to Sue specific requirements attached to the Declaration as Exhibit G are attached to this Deed as Attachment B.

This conveyance is further subject to all easements, encumbrances, covenants, conditions and restrictions of record and in force.

The rights, agreements, easements, restrictions, provisions and interests referred to above, together with any amendments thereto, shall constitute covenants running with the land and shall inure to the benefit of and bind, as the case may be, any person having at any time any interest or estate in the Lot and his/her agents, servants, employees, licensees, invitees, visitors, guests, lessees and occupants as though the same were fully set forth in the instrument creating such interest or estate.

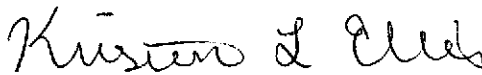
Being the same premises described in the Deed dated September 28, 2015 and recorded with the Middlesex South District Registry of Deeds in Book 66140, Page 35.

We, the Grantors named herein, do hereby voluntarily release all our right of Homestead, if any, as set forth in M.G.L. Chapter 188 in the above described premises and state under penalty of perjury that there are no other persons entitled to homestead rights therein.

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Executed as a sealed instrument this 25 day of April, 2018.

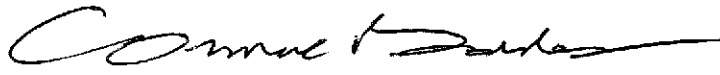

Justin D. Kent

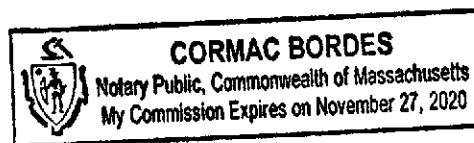

Kristen L. Ellis

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 25th day of April, 2018, before me, the undersigned notary public, personally appeared Justin D. Kent and Kristen L. Ellis, proved to me through satisfactory evidence of identification, which were photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed that the contents of the document are truthful and accurate to the best of their knowledge and belief and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public
My commission expires:



ATTACHMENT A

HISTORIC PRESERVATION REQUIREMENTS

No material alteration to the exterior of any Building or Dwelling Unit, or to the landscaping shall be made without the written approval of the Massachusetts Development Finance Agency, the Devens Enterprise Commission and the Massachusetts Historical Society and upon compliance with, as applicable, the National Historic Preservation Act of 1966, as amended, and regulations adopted pursuant thereto, the Programmatic Agreement among the United States Army, Advisor Council on Historic Preservation, and the Massachusetts State Historic Preservation Office of the Base Closure and Disposal of Fort Devens, Massachusetts 1996 (the "Programmatic Agreement"), the Devens Design Guidelines promulgated by the Agency (the "Design Guidelines"), the Devens Housing Redevelopment Historic Preservation Plan prepared for the Agency by R.E. Dinneen Architects & Planners, Inc. (the "Historic Preservation Plan").

The term "Dwelling Unit", as used in this Attachment A, shall have the meaning assigned to such term in the Declaration.

ATTACHMENT B

FEDERAL FACILITIES AGREEMENT/COVENANT NOT TO SUE REQUIREMENTS

By accepting this Deed, the Grantee acknowledges that the Grantor has provided the Grantee with a copy of the Federal Facilities Agreement (the "FFA") between the Army and the U.S. Environmental Protection Agency (the "EPA"), DATED May 11, 1991, and the modification thereto dated March 26, 1996. The Grantor shall provide the Grantee with a copy of any future amendments to the FFA.

(a) the Army, EPA and the Commonwealth of Massachusetts, and their agents, employees and contractors, shall have access to and over the Property as may be necessary for any investigation, response, or corrective action pursuant to CERCLA or the FFA found to be necessary before or after the date of this Deed on the Property or on other property comprising the Fort Devens National Priorities List (the "NPL") site. This reservation includes the right of access to and use of, to the extent permitted by law, any available utilities at reasonable costs to the United States.

(b) In exercising the rights hereunder, the United States and the Commonwealth of Massachusetts shall give the Grantee, or its successor or assigns, reasonable notice of actions taken on the Property under the FFA and shall, to the extent reasonable, consistent with the FFA, and at no additional cost to the United States, endeavor to minimize the disruption to the Grantee's, its successor or assigns' use of the Property.

(c) The Grantee agrees that notwithstanding any other provision of the Deed, the United States assumes no liability to Grantee, its successors or assigns, or any other person, should implementation of the FFA interfere with the use of the Property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or the Commonwealth of Massachusetts or any officer, agent, employee or contractor thereof.

(d) Prior to determination by the United States that all remedial action is complete under CERCLA and FFA for the Fort Devens NPL site, (i) the Grantee, its successors and assigns shall not undertake activities on the Property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Devens NPL site and shall give prior written notice to the Army, EPA and the Commonwealth of Massachusetts of any construction, alteration or similar work on the Property that may interfere with or impede said clean-up, and (ii) the Grantee shall comply with all institutional controls established or put in place by the Army relating to the Property which are required by any record of decision ("ROD") or amendment thereto, relating to the Property, which ROD was approved by the Army and EPA and issued by the Army pursuant to

CERCLA or the FFA before or after the date of this Deed. Additionally, the Grantee shall insure that any leasehold it grants in the Property or any fee interest conveyance of any portion of the Property provides for legally-binding compliance with the institutional controls required by any such ROD.

(e) For any portion of the Property subject to a response action under CERCLA or the FFA, prior to the conveyance of an interest therein, the Grantee shall include in all conveyances provisions allowing for the continued operation of any monitoring wells, treatment facilities, or other response activities undertaken pursuant to the CERCLA or the FFA on said portion of the Property and shall notify the Army, EPA and the Commonwealth of Massachusetts by certified mail, at least sixty (60) days prior to any such conveyance of an interest in said Property, which notice shall include a description of said provision allowing for the continued operation of any monitoring wells, treatment facilities, or other response activities undertaken pursuant to CERCLA or the FFA.

(f) Prior to the determination by the United States that all remedial action under CERCLA and the FFA is complete under CERCLA and the FFA for the Fort Devens NPL site, the Grantee and all subsequent transferees of any interest in any portion of the Property will provide copies of the instrument evidencing such transaction to the Commonwealth of Massachusetts, the EPA and the Army by certified mail, within fourteen (14) days after the effective date of such transaction. A list of the parties to be notified follows:

Mr. Jerry Keefe
Remedial Project
EPA, Region 1
John F. Kennedy
Federal Building
Boston, MA 02203-0001

William Birney, Esquire
The Office of the Assistant
Secretary of the Army
Installations, Logistics and
Environment
110 Army Pentagon
Washington, DC 20310-0110

Mr. John Regan
Project Manager
Massachusetts Dept.
Of Environmental Protection
Federal Facilities, CERO
627 Main Street
Worcester, MA 01608

Mr. James Chambers
U.S. Army, Reserve Forces
Training Area
BRAC Environmental
Office, Bldg. 666
66630 Quebec Street, Box
1000
Devens, MA 01432-4429

(g) The Grantee and all subsequent transferees shall include the provisions of this Paragraph in all subsequent leases, transfer, or conveyance documents relating to the Property or any portion thereof that are entered into prior to a

determination by the United States that all remedial action is complete at the Fort Devens Site.

As used in this Attachment B, the term "Grantor" shall mean the United States of America and the term "Grantee" shall mean Government Land Bank, the grantor and grantee under a certain deed dated May 9, 1996, from Grantor, acting by and through the Secretary of the Army (the "Army"), to Grantee, recorded in the Middlesex County (Southern District) Registry of Deeds in Book 26317, at Page 3, and in the Worcester County Registry of Deeds in Book 17907, at Page 1 (the "Army Deed"). Each other capitalized term used, but not defined, in this Attachment B shall have the meaning assigned to such term in the Army Deed.