

<b>RECORDED ELECTRONICALLY</b>	
ID <u>12165</u>	County <u>Worcester</u>
Date <u>7-14-17</u>	Time <u>3:45pm</u>
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### QUITCLAIM DEED

Property Address: 700 Main Street, Fitchburg, Massachusetts

WHEREAS, on July 1, 2017, the City of Fitchburg, Board of Assessors, did assess real property taxes for 2018 on a certain parcel of land on 700 Main Street, Fitchburg, MA 01420, described as Map 42, Block 4, Lot 0, to the owner of record, Bank of America, National Association; and

WHEREAS, such taxes remain due and owing but are unpaid; and

WHEREAS, it is the intention of the owner of record, Bank of America, National Association, to grant the said premises to the City of Fitchburg partially in donation and partially in lieu of taxes and foreclosure pursuant to M.G.L. c. 60 Section 77C; and

WHEREAS, it is the intention of the City of Fitchburg to accept the said premises partially in donation and partially in lieu of taxes and foreclosure pursuant to M.G.L. c. 60 Section 77C, subject only to municipal liens;

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, as of July 13, 2017, **BANK OF AMERICA, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, successor by merger to Mechanics Bank, and having its principal place of business in the City of Charlotte, State of North Carolina ("Grantor"), in consideration of Zero Dollars (\$0.00) paid, grants to **CITY OF FITCHBURG**, a City of the Commonwealth of Massachusetts, whose mailing address is 166 Boulder Drive, Fitchburg, MA 01420 ("Grantee"), with **QUITCLAIM COVENANTS**, certain property more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof (the "Premises").

The Premises are conveyed subject to and with the benefit of all easements, rights, and other encumbrances of record, if any, insofar as the same are now in force and applicable.

The sale of this property does not constitute all or substantially all of the assets of Grantor.

For Grantor's title, see Quitclaim Deed from The First National Bank of Boston to Mechanics Bank dated December 7, 1989 and recorded on December 11, 1989 at Book 1908, Page 181.

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth on Exhibit B, attached hereto and incorporated herein by reference.

ADMIN/21577371v2/s6

Deed  
Fitchburg: 700 Main St, Fitchburg, MA: MH #MA6-243

This conveyance is made and accepted subject to the reservation of the right and option of Grantor, to be exercised on or before ten (10) years after the date hereof, to install and operate, at a mutually agreeable location and under a mutually agreeable indemnification agreement, one or more automated teller machines, remote banking center kiosks, or other self-service banking devices, which such devices offer services that include, but are not limited to, receiving deposits or making loans to the general public, through an on-line computerized system capable of accepting and operating with any and all bank credit, debit or identification cards or devices, now or hereafter designated or allowed by Tenant including the technological evolution thereof, including so-called "ATMs with Teller Assist" or "Video Teller Machines" (collectively "ATM" or "ATMs"), and offering other products and services that are available through some or all of Grantor's other ATMs in any part of the United States (herein, the operation of any ATM and/or offering such other products or services is referred to as "Financial Services"). In the event that Grantor desires to install and operate any ATM(s) on the Premises, Grantor shall, on or before ten (10) years after the date hereof, provide written notice to Grantee (an "ATM Start Notice") at least thirty (30) days prior to any installation of any ATMs, which written ATM Start Notice shall set forth (a) the location where the ATM(s) shall be installed, (b) any construction work that Grantor believes shall be required to install the ATM(s) (subject to detailed inspection and development of plans and specifications for such installation), and (c) any occupancy agreement or other agreement required by Grantor to be executed by Grantee to set forth any terms of such installation and operation. In accordance with the foregoing, if Grantor has elected to install any ATMs, Grantor may thereafter operate such ATM(s) for a period of at least two (2) years, after which, in the event that Grantor determines that Grantor desires to cease operation of any ATMs, Grantor shall use Grantor's best efforts to deliver to Grantee written notice on or before 180 days of the cessation of such operations, and, in any event, Grantor must cease operation of such ATMs not later than twenty (20) years after the date of this Deed, unless Grantor and Grantee enter into an extension of this operating covenant or enter into a replacement thereof (such as a lease to extend ATM operation). Further, in consideration of the donation of the Premises by Grantor to Grantee, Grantee agrees that whether or not Grantor installs any ATM on the Premises, Grantor shall be the exclusive provider of Financial Services on the Premises for a period equal to the later of (1) ten (10) years after the date hereof, or, (2) the date on which Grantor ceases to operate any ATM on the Premises (the "Restriction Period"). Grantor shall maintain any installed ATM in good working order, free of any visible damage, vandalism, or defect. The ATM shall not be permitted to become a nuisance. This reservation of right does not affect, limit or control the authority of any City of Fitchburg department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses required under the laws of the Commonwealth, Fitchburg City Code, the Fitchburg Zoning Ordinance, or any other applicable law or regulation. Nothing herein shall be interpreted to frustrate the Grantor's retained right to install an ATM as herein provided. In addition, Grantee shall not permit any other person or entity to place any signage or advertisements for Financial Services within or upon any portion of the Premises during the Restriction Period.

BY ACCEPTANCE HEREOF GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PREMISES (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN), GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR HEREBY DISCLAIMS AND GRANTEE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES AND RELEASES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS GRANTEE MIGHT HAVE AGAINST GRANTOR OR ANY PERSON DIRECTLY OR INDIRECTLY CONTROLLING GRANTOR REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PREMISES EXCEPT

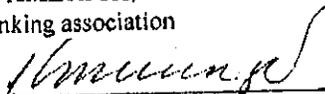
THOSE SET FORTH HEREIN, SUCH WAIVER AND RELEASE IS, TO THE FULLEST EXTENT PERMITTED BY LAW, ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN EVERY WAY. SUCH WAIVER AND RELEASE INCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW, A WAIVER AND RELEASE OF EXPRESS WARRANTIES (EXCEPT THOSE REPRESENTATIONS AND WARRANTIES OTHERWISE SET FORTH HEREIN), IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS AND CLAIMS OF EVERY KIND AND TYPE, INCLUDING CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY-TYPE CLAIMS AND RIGHTS.

GRANTOR'S OBLIGATIONS UNDER THIS DEED SHALL BE LIMITED SO AS NOT TO EXPAND IN ANY WAY GRANTOR'S AND ITS AFFILIATES' OBLIGATIONS UNDER THAT CERTAIN REAL ESTATE DONATION AGREEMENT DATED AS OF JUNE 29, 2017 BY AND BETWEEN CITY OF FITCHBURG AND GRANTOR.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the date and year first above written.

**BANK OF AMERICA, NATIONAL ASSOCIATION, a  
national banking association**

By:   
Name: Kathleen M. Luongo  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

SS:

COUNTY OF SUFFOLK

On this 13 day of July, 2017, before me the undersigned, personally appeared Kathleen M. Luongo, Vice President of Bank of America, National Association, a national banking association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, that it was signed voluntarily for its stated purpose and as the Free act and Deed of the party signing the document, and that such individual made such appearance before the undersigned in the Commonwealth of Massachusetts, County of Suffolk.

*Marlene M. Soto*

Notary Public

NOTARY SEAL

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

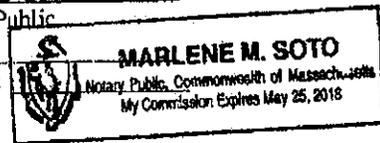


EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Fitchburg, County of Worcester, Commonwealth of Massachusetts, described as follows:

That certain parcel of land with the building thereon situated at Main Street in Fitchburg, Worcester County, Massachusetts, shown as Parcel 4-1 on a plan untitled "Plan of Land Located in Fitchburg, Mass. as surveyed for FNBC Realty Corp., dated November 9, 1984, by Briggs Associates, Inc. and recorded with the Worcester County Northern District Registry of Deeds in Plan Book 276, Page 25, bounded and described as follows:

Beginning at a point at the intersection of the south line of Main Street and the west line of Wood Place;

Thence N 62° 08' 30" W, seventy-two and 78/100 (72.78) feet to a point;

Thence N 53° 27' 30" W, twenty-four and 14/100 (24.14) feet to a point;

Thence S 42° 14' 30" W, one hundred fifty-nine and 61/100 (150.61) feet to a point;

Thence S 64° 44' 00" E, fifty and 33/100 (50.35) feet to a point;

Thence S 64° 40' 58" E, sixty seven and 89/100 (67.89) feet to a point;

Thence S 63° 17' 20" E, twenty-six and 21/100 (26.21) feet to a point;

Thence N 24° 41' 00" E, one hundred forty-four and 48/100 (144.48) feet to the point of beginning.

Containing 15,267 square feet according to said plan.

Together with an easement over the area shown as "Easement B" on the hereinabove referenced plan, as set forth in the Easement granted to FMBC Realty Corporation by Elliott L. Zide et al, dated February 27, 1985, and recorded with said Deeds in Book 1386, Page 384.

Subject to an easement over the area shown as "Easement A" on the above referenced plan, as set forth in the Easement granted to Elliott L. Zide et al by FMBC Realty Corporation, dated December 6, 1984, and recorded with said Deeds in Book 1386, Page 383.

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Rights of parties in possession, if any.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases, if any, and rights of parties therein.
6. Taxes and assessments for the year of closing and subsequent years.
7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.
8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.
9. Any liens for municipal betterments assessed after the date of the Sale Agreement and/or orders for which assessments may be made after the date of the Sale Agreement.
10. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Worcester County, Massachusetts with respect to the real property conveyed hereby.