

QUITCLAIM DEED EXHIBIT 1

AGREEMENT FOR MIXED USE RESTRICTION

Property Address: 1207 Massachusetts Avenue, Arlington, MA

This Agreement for Mix Use Restriction (this "Agreement") is entered in to this 18th day of October, 2018 by and between Buyer and Seller to impose covenants running with the Land which shall be binding upon Buyer and all subsequent owners of the Land for the purpose of insuring that, for the term of this Agreement, the Land, as hereinafter defined, will be restricted as set forth herein.

Definitions

Buyer: DAVPOST1207, LLC

Land: The land located at the property address specified above as more completely described in Exhibit A attached hereto and made a part hereof, together with all improvements, Including fixtures, now or hereafter situated thereon. For Buyer's title, see Deed which is to be recorded herewith.

Land Records: Middlesex (South) Registry of Deeds.

Deed: The deed from the Seller to the Buyer of the Land of even or near ~~sale~~ date herewith and to be recorded herewith with the Land Records.

Seller: The Town of Arlington Massachusetts.

Sellers Notice Address: Town Manager, Town of Arlington, 730 Massachusetts Avenue, Arlington, MA 02476 with a courtesy copy to Town Counsel, 50 Pleasant Street, Arlington, Ma 02476

Agreement

To induce the Seller to sell the Land to the Buyer, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent of being legally bound, the parties hereto agree as follows:

Land

1. Mix Use Restriction. Borrower intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the term of this Agreement, that this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Project (i) shall be and are covenants running with the Land, encumbering the Land for the term of this Agreement, binding upon Buyer, Buyers successors in title and all subsequent owners and operators of the Project; (ii) are not merely personal covenants of Buyer, and; (iii) the benefits shall inure to Seller and its respective successors and assigns during the term of this Agreement, as defined below. Unless the covenants contained herein have been released by Seller in writing, they shall survive and be effective for the term of this Agreement.

2. Term of the Restriction. The term of the mixed-use restriction imposed by this agreement shall be forty (40) years from the date of the recording of this Agreement.

3. Restriction. During the entire term of this Agreement, the Land and the Project may be used only for mixed-use development as provided by the Town of Arlington Zoning Bylaws as approved by the Town of Arlington February 12, 2018 Special Town Meeting and the provision of all services ancillary thereto. ✓

4. Transfer of Land. Prior to any transfer of ownership of the Land or any portion thereof, Buyer agrees to secure from the transferee a written agreement stating that transferee will assume in full Buyer's obligations and duties under this agreement. Such an assumption shall not be deemed to relieve the Buyer of its liabilities hereunder.

5. Enforcement. Upon violation of any of the provisions of this Agreement by Buyer, Seller may apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the injury to Seller arising from the default under any terms of this agreement would be irreparable and the amount of damages cannot be ascertained and/or compensated by money alone. No act or omission by Seller other than a writing signed by it waiving a breach by Buyer, shall constitute a waiver thereof. Buyer agrees to pay all costs and expenses incurred by Seller in the enforcement of Seller's rights under this Agreement, including reasonable attorney's fees and costs (including the time of any in-house counsel of Seller charged at the same rate as comparable outside attorneys).

6. Notices. All notices, demands, and other communications made hereunder shall be in writing and given by hand; by telegram; by federal express, express mail, or any other nationally recognized overnight delivery service; by telecopier (provided a copy is also sent via first class mail); or by certified or registered first class mail, return receipt requested, postage prepaid; and addressed to the intended recipient's notice address specified above. Each of the foregoing addresses may be changed upon fifteen (15) days prior written notice given by any of the foregoing prescribed methods. All notices shall be deemed to have been given, delivered, and received on the earlier of (i) actual receipt; or (ii) the tender of delivery by one of the above prescribed methods during normal business hours at the specified address.

7. Severability All rights, powers and remedies provided herein may be exercised only to

the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be determined to be invalid, illegal or unenforceable, this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof has not been contained herein.

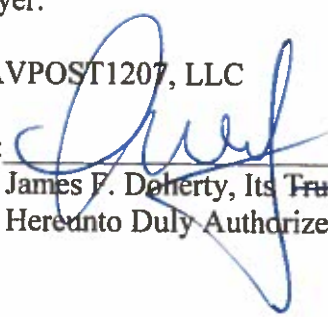
8. Governing Law This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

9. Recording. Buyer, at its cost and expense, shall cause this Agreement to be duly recorded or filed and rerecorded or refiled in the Land Records and in such other office as necessary, and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Seller to enforce this Agreement.

EXECUTED as a sealed instrument under Massachusetts law as of the date first written above.

Buyer:

DAVPOST1207, LLC

By: 
James F. Doherty, Its Trustee *in and for*
Hereunto Duly Authorized

TOWN OF ARLINGTON
By its
BOARD OF SELECTMEN

By: 
Adam W. Chapdelaine, Town Manager

(for Authority See Vote of Board of Selectmen recorded herewith)

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

10-18, 2018

Then personally appeared the above-named James F. Doherty, the Manager of DAVPOST1207, LLC, proved to me by satisfactory identification, consisting of: {circle one} (a driver license (a passport) (my personal knowledge) (other: _____), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily and for its stated purpose.


Notary Public
My Commission Expires:



Mary Winstanley O'Connor
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 28, 2023

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

October 18, 2018

Then personally appeared the above-named Adam W. Chapdelaine the Town Manager of The Town of Arlington, proved to me by satisfactory identification, consisting of: {circle one} (a driver license (a passport) (my personal knowledge) (other: _____), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily and for its stated purpose.

Kristen A. DeFrancisco
Notary Public
My Commission Expires: March 28, 2019

