

ALDO A. CIPRIANO
ATTORNEY AND COUNSELLOR AT LAW

A.T.
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TOWN CLERK'S OFFICE
277 MAIN STREET
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2017 DEC 29 12:02
SECOND LEVEL • ATRIUM SUITE
MARLBOROUGH, MASSACHUSETTS 01752
SOUTHBOROUGH, MA
TEL. (508) 485-7245
FAX (508) 485-2304

December 29, 2017

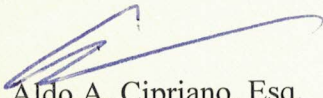
James F. Hegarty
Town Clerk
Town of Southborough
17 Common Street
Southborough, MA 01772

Re: Land Exchange and Transfer, Town of Southborough and St. Mark's School

Greetings Mr. Town Clerk

Attached hereto please find the original Deed of Conveyance to the Town of Southborough of the St. Mark's Golf Course property together with the duly recorded original Record of Vote of the Board of Selectmen to accept such conveyance pursuant to the provisions of Massachusetts General Laws. Please maintain in your public records.

Respectfully submitted,


Aldo A. Cipriano, Esq.
Town Counsel

AAC/fc

Enclosures

Cc: Mark Purple, Town Administrator



2017 00143377

Bk: 58227 Pg: 178

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This space reserved for Recorder's use only

DEED

ST. MARK'S SCHOOL OF SOUTHBOROUGH, INC., formerly known as the Trustees of Saint Mark's School of Southborough, a Massachusetts non-profit educational corporation duly established pursuant to Massachusetts General Laws, Chapter 180, with a mailing address of 25 Marlborough Road, Southborough, Massachusetts 01772 (the "**Grantor**"), for good and valuable consideration paid in the amount of **FOUR MILLION NINE HUNDRED AND FORTY NINE THOUSAND DOLLARS** (4,949,000.00), and other valuable consideration, and pursuant to the authority set forth in Chapter 115 of the Acts of 2017, grants to the **INHABITANTS OF THE TOWN OF SOUTHBOROUGH**, a Massachusetts municipal corporation acting by and through its Board of Selectmen, with a mailing address of 17 Common Street, Southborough, Massachusetts 01772 (the "**Town**"), with **Quitclaim Covenants**, a certain parcel of land situated in Southborough, Worcester County, Massachusetts, bounded and described as follows:

Beginning at the Northwesterly corner of the premises at the easterly line of Cordaville Road and at the land of Charles F. Choate, Jr.; thence running in an easterly direction as the wall now stands one hundred seventy-nine and 8/10 (179.8) feet; thence turning and running N. 16° 21' E. two hundred seventy-two and 8/10 (272.8) feet; thence turning and running S. 72° 44' E. three hundred ninety-one (391) feet; thence turning and running S. no ° 35' W. two hundred fifty-five 6/10 (255.6) feet; thence turning and running N. 83° 34' E. five hundred nine 4/10 (509.4) feet to the westerly line of Lantisquama Road; thence southerly by said road four hundred eleven and 7/10 (411.7) feet to an angle; thence S. 1° W. five hundred ninety (590) feet by said road; thence by said last named course five hundred forty-three and 5/10 (543.5) feet to an angle in said road at land now or formerly of Francis D. Newton; thence by the last named course four hundred sixty-five (465) feet by land of said Newton to an angle; thence S. 51° 8' W. two-hundred fifty-three and 8/10 (253.8) feet; thence S. 51° 13' W. two hundred eighty-four (284) feet to land of the Commonwealth of Massachusetts; thence N. 50° 25' W. seven hundred forty-nine (749) feet by land of said Commonwealth to an angle; thence N. 30° 7' W. one hundred fifty-six and 55/100 (156.55) feet; thence in a Northwesterly direction by land of said Commonwealth to the easterly line of said Cordaville Road; thence northerly by said road to the point of beginning; containing sixty (60) acres, more or less. The premises described herein are also shown as Parcel 2 on Southborough Assessor's Map 45.

Excepting therefrom (i) the parcel of land containing approximately seventeen thousand two hundred and seventy-six (17,276) square feet and shown on a plan entitled "Plan of Land in Southborough, Mass.," owned by St. Mark's School, dated November 7, 1963, and recorded with the Worcester District Registry of Deeds (the "**Registry**") in Plan Book 284, Plan 38 (the "**First Excepted Parcel**"), and (ii) the land described in a deed dated May 11, 1949 and recorded with the Registry in Book 3181, Page 298 (the "**Second Excepted Parcel**"). The property conveyed by this deed less the First Excepted Parcel and the Second Excepted Parcel is referred to herein as the "**Property**".

The Property is conveyed subject to the following restrictions (the "**Restrictions**"):

1. The Property may only be used for municipal purposes. A municipal purpose does not include the sale or lease of all or any portion of the Property to a third-party to provide revenue to the Town, provided, however, these Restrictions do not prohibit the Town from licensing or permitting a third-party from managing a golf course facility on behalf of the Town on the Property; and

2. At least fifty percent (50%) of the Property shall remain as open space, which may include a golf course.

The Restrictions are covenants running with and binding upon the Property as an appurtenance to the Grantor's remaining land in the Town of Southborough, and shall be perpetual to the extent enforceable under applicable law. To the extent the perpetual Restrictions may not be enforceable under applicable law, the Restrictions are imposed for a period of one hundred (100) years. The enforceability of the Restrictions may be extended beyond thirty (30) years as provided under Massachusetts General Laws, Chapter 184, Section 27, as amended, which as of the date of this Deed, provides that the period of enforceability of the Restrictions may be extended by the recording in the Registry before the expiration of thirty (30) years, and before the expiration of any subsequent twenty (20) year extension, as applicable, of an instrument of extension executed by the then owners of fifty percent (50%) or more of the acreage of the Grantor's remaining land in the Town of Southborough, extending such period of enforceability of the Restrictions for additional periods not exceeding twenty (20) years each. The Grantor, by executing this Deed, and the Town by accepting this Deed, state and acknowledge that the Restrictions are of actual and substantial benefit to the Grantor's remaining land located in the Town of Southborough and are enforceable by the Grantor by proceedings at law or in equity against any person or persons violating or attempting to violate the Restrictions.

The Grantor hereby reserves a permanent and exclusive access and parking easement over, across and through the portion of the Property shown on **Exhibit A** (the "**Reserved Easement**"). The Reserved Easement is for the purpose of installing, constructing, repairing, maintaining, replacing and using a driveway and parking area. The Reserved Easement benefits the First Excepted Parcel. The Grantor shall maintain, repair and replace the driveway and parking area within the Reserved Easement at the Grantor's sole cost and expense. All maintenance, repair and replacement work shall be performed by the Grantor in a good and workmanlike manner in compliance with all applicable laws, by-laws, rules and regulations. Prior to commencing any work within the area of the Reserved Easement, the Grantor shall provide at least thirty (30) days' notice to the Town, except in the case of an emergency in which case the

Grantor shall provide such notice as is practical under the circumstances. The Grantor agrees, at the Grantor's sole cost and expense, to defend, save harmless and indemnify the Town, from and against any and all claims, suits, liabilities, demands, damages, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses, of whatever nature arising out of the acts, omissions, fault, negligence, misconduct or default of the Grantor, or the Grantor's contractors, in connection with the Grantor's use of the Reserved Easement.

The Grantor grants to the Town a permanent and non-exclusive water line and electrical line easement over, across, under and through the portion of the First Excepted Parcel shown on **Exhibit A** (the "**Utility Easement**"). The Utility Easement is for the purpose of installing, constructing, repairing, maintaining, replacing and using underground and aboveground water lines, electrical lines, manholes, poles and other necessary appurtenances to a water line and an electrical line. The Utility Easement benefits the Property. The Town shall maintain, repair and replace the utility lines at the Town's sole cost and expense. All maintenance, repair and replacement work shall be performed by the Town in a good workmanlike manner and in compliance with all applicable laws, by-laws, rules and regulations. Prior to commencing any work in the area of the Utility Easement, the Town shall provide at least thirty (30) days' notice to the Grantor, except in the case of an emergency, in which case the Town shall provide such notice as is practical under the circumstances. The Town shall restore the area of any work to its prior condition, including the replacement of any paving. The Town agrees at the Town's sole cost and expense, to defend, save harmless, and indemnify the Grantor, from and against any and all claims, suits, liabilities, demands, damages, costs, fees and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of whatever nature, arising out of the acts, omissions, fault, negligence, misconduct or default of the Town or the Town's contractors in connection with the Town's use of the Utility Easement. Notwithstanding the foregoing to the contrary, the Utility Easement is temporary with respect to (i) any portion of the water line located within the structure located on the First Excepted Parcel, and (ii) any shared portion of the water line (the "**Temporary Easement**"). The Temporary Easement shall expire on September 1, 2018.

The Grantor, at the Grantor's sole and expenses, shall have the right, from time to time, to relocate the Utility Easements without the express written consent of the Town, provided, however, that (i) the Grantor shall pay the cost of relocating the Utility Easement and reconstructing in the relocated easement all improvements made to the easement by the Town, and (ii) the relocated easement provides the Town with substantially similar utility benefits.

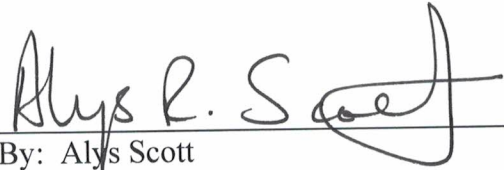
The conveyance of the Property does not constitute the sale of all or substantially all of the Grantor's Massachusetts assets.

Being a portion of the Property described in a deed from George P. Gardner to the Grantor dated November 12, 1923 and recorded with the Registry in Book 2318, Page 257. For Grantor's title see also Chapter 115 of the Acts of 2017 and the Town Meeting Vote recorded with the Registry in Book 58227, Page 170.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXECUTED as an instrument under seal as of this 15 day of December, 2017.

ST. MARKS SCHOOL OF
SOUTHBOROUGH, INC

A handwritten signature in black ink, appearing to read "Alys R. Scott", written over a horizontal line.


By: Alys Scott
Title: President

By: Frank Lopez-Balboa
Title: Treasurer

EXECUTED as an instrument under seal as of this 15th day of December, 2017.

ST. MARKS SCHOOL OF
SOUTHBOROUGH, INC

By: Alys Scott
Title: President


By: Frank Lopez-Balboa
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk

, ss.

On this 19 day of December, 2017, before me, the undersigned notary public, Alys Scott, President of St. Mark's School of Southborough, Inc., personally appeared, proved to me through satisfactory evidence of identification, which was

MADL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as the voluntary act of St. Mark's School of Southborough, Inc.

Padma Bhiseti
Notary Public

Printed Name: PADMA BHISETTI

My Commission Expires:



PADMA BHISETTI
Notary Public
Commonwealth of Massachusetts
My Commission Expires May 7 2021
[Seal]

STATE OF NEW YORK

County of New York, ss.

On this 12th day of December, 2017, before me, the undersigned notary public, Frank Lopez-Balboa, Treasurer of St. Mark's School of Southborough, Inc., personally appeared, proved to me through satisfactory evidence of identification, which was personally known (Frank Lopez-Balboa), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of St. Mark's School of Southborough, Inc.

Cemaliye Kolat
Notary Public

Printed Name: Cemaliye Kolat

My Commission Expires: 11/10/18

CEMALIYE KOLAT
NOTARY PUBLIC, State of New York
No. 30-4876272
Qualified in Nassau County
Commission Expires November 10, 2018

[Seal]

TOWN OF SOUTHBOROUGH



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OFFICE OF THE BOARD OF SELECTMEN

TOWN HOUSE · 17 COMMON STREET · SOUTHBOROUGH, MASSACHUSETTS 01772-1662
(508) 485-0710 · FAX (508) 480-0161 · selectmenoffice@southboroughma.com

VOTE TO ACCEPT DEED OF LAND

St. Mark's Golf Course Property

At its meeting on December 19, 2017, the Town of Southborough Board of Selectmen voted to accept the deed of real property located at 36 Cordaville Road, Southborough, MA, from St. Mark's School of Southborough, Inc. dated December 15, 2017 and recorded at the Worcester District Registry of Deeds in Book 58227, Page 178.

TOWN OF SOUTHBOROUGH

By: Daniel L. Kolenda

Daniel L. Kolenda, Chairman, Board of Selectmen

By: Brian E. Shea

Brian E. Shea, Vice Chairman, Board of Selectmen

By: Bonnie J. Phaneuf

Bonnie J. Phaneuf, Board of Selectmen

By: Lisa M. Braccio

Lisa M. Braccio, Board of Selectmen

By: Brian G. Shifrin

Brian G. Shifrin, Board of Selectmen

As Authorized by Vote of the Board of Selectmen on December 19, 2017

Property Address: 36 Cordaville Road, Southborough, Massachusetts 01772

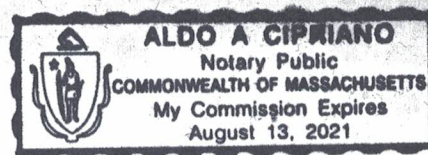
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December 19, 2017

On this 19 day of December, 2017, before me, the undersigned Daniel L. Kolenda, Chairman of the Board of Selectmen, personally appeared as aforesaid and proved to me through satisfactory evidence which was photographic identification, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as for its stated purpose.


Notary Public: Aldo A. Cipriano
My Commission Expires: 08/13/2021




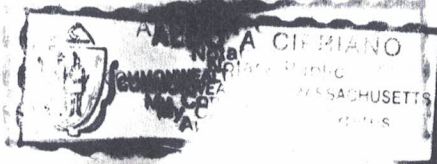
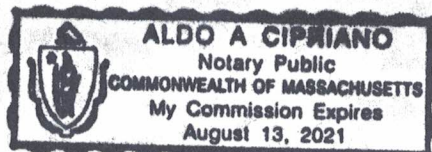
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December 19, 2017

On this 19 day of December, 2017, before me, the undersigned Brian E. Shea, Vice Chairman of the Board of Selectmen, personally appeared as aforesaid and proved to me through satisfactory evidence which was photographic identification, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as for its stated purpose.


Notary Public: Aldo A. Cipriano
My Commission Expires: 08/13/2021



COMMONWEALTH OF MASSACHUSETTS

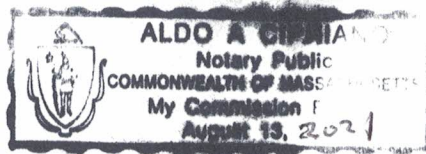
Worcester, ss.

December 18, 2017

On this 19 day of December, 2017, before me, the undersigned Bonnie J. Phaneuf, Member of the Board of Selectmen, personally appeared as aforesaid and proved to me through satisfactory evidence which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily as for its stated purpose.



Notary Public: Aldo A. Cipriano
My Commission Expires: 08/13/2021



COMMONWEALTH OF MASSACHUSETTS

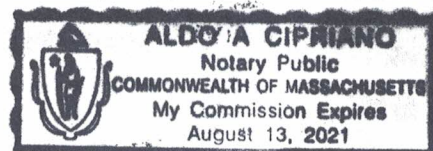
Worcester, ss.

December 18, 2017

On this 19 day of December, 2017, before me, the undersigned Lisa M. Braccio, Member of the Board of Selectmen, personally appeared as aforesaid and proved to me through satisfactory evidence which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily as for its stated purpose.



Notary Public: Aldo A. Cipriano
My Commission Expires: 08/13/2021

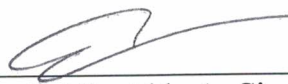


COMMONWEALTH OF MASSACHUSETTS

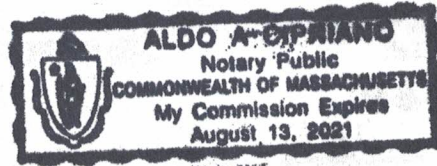
Worcester, ss.

December 18 2017

On this 19 day of December, 2017, before me, the undersigned Brian G. Shifrin, Member of the Board of Selectmen, personally appeared as aforesaid and proved to me through satisfactory evidence which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as for its' stated purpose.



Notary Public: Aldo A. Cipriano
My Commission Expires: 08/13/2021



ATTEST: WORC. Anthony J. Vigliotti, Register

ALDO A. CIPRIANO
ATTORNEY AND COUNSELLOR AT LAW

277 MAIN STREET
VICTORIA BUILDING
SECOND LEVEL • ATRIUM SUITE
MARLBOROUGH, MASSACHUSETTS 01752
TEL: (508) 485-7245
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2017 DEC 28 A 10: 22
SOUTHBOROUGH, MA

December 28, 2017

James F. Hegarty
Town Clerk
Town of Southborough
17 Common Street
Southborough, MA 01772

Re: Land Exchange and Transfer, Town of Southborough and St. Mark's School

Greetings Mr. Hegarty,

Attached hereto please find the duly executed Record of Vote as to the above-referenced matter.
Kindly file same with your records.

Respectfully submitted,


Aldo A. Cipriano, Esq.
Town Counsel

AAC/fc

Enclosures

RECORD OF VOTE

TOWN OF SOUTHBOROUGH BOARD OF SELECTMEN

December 19, 2017

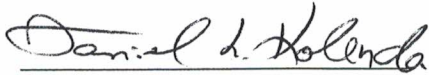
A true copy of the vote taken at a duly called public meeting of the Town of Southborough Board of Selectmen on December 19, 2017.

On a motion by Brian E. Shea, seconded by Lisa M. Braccio, the following vote was approved:

1. To approve that certain Second Amendment to Land Exchange Agreement in the form presented to the Board at its December 19, 2017 meeting, thereby amending that certain Land Exchange Agreement dated February 13, 2017 between the Town of Southborough (the "Town") and St. Marks School of Southborough, Inc. ("St. Mark's"), as previously amended (the "Agreement");
2. In accordance with the Agreement, the vote under Article 1 at the March 8, 2017 Special Town Meeting of the Town of Southborough, and Chapter 115 of the Acts of 2017, to authorize the sale of the Town Public Safety Building property located at 19 Main Street, Assessors Map 54, Lot 26;
3. In accordance with the Agreement, the vote under Article 1 at the March 8, 2017 Special Town Meeting of the Town of Southborough, and Chapter 115 of the Acts of 2017, to authorize the purchase of the St. Mark's Golf Course property located at 36 Cordaville Road, Assessors Map 45, Lot 2, and to accept a deed from St. Mark's conveying said real property to the Town; and
4. To authorize the Town Counsel to take all actions on behalf of the Board that are reasonably necessary, in the judgment of the Town Counsel to carry out the transactions contemplated by the Agreement, including without limitation executing all closing documents and settlement statements.

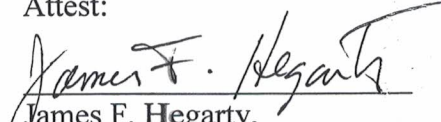
Voted:

Yes 5 No ____
Abstentions ____
Absent ____


Daniel L. Kolenda, Chairman
Board of Selectmen
Date: December 19, 2017

A true copy.

Attest:


James F. Hegarty,
Town Clerk
Date: December 19, 2017