

**QUITCLAIM DEED**

The **TOWN OF PROVINCETOWN**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen pursuant to the vote taken under Article 1 of the April 4, 2005 Special Town Meeting, a certified copy of which is attached hereto, having an address of 260 Commercial Street, Provincetown, MA 02657 (“Grantor” or the “Town”),

For consideration paid of One Dollar (\$1.00), grants, with quitclaim covenants, to

**NEDA CAPE MANAGER, INC.**, a Massachusetts nonprofit corporation, having an address at 80 Deaconess Road, Concord, MA 01742 (“Grantee”), the following parcel of land:

A parcel of land on Alden Street, Provincetown, Massachusetts, which parcel is shown as “Lot 1 Total Area = 115,643 ± Sq.Ft.” (the “Premises”) on a plan of land entitled “Plan of Land in Provincetown as Surveyed for Town of Provincetown ‘Cape End Manor’,” dated October, 2005, prepared by William N. Rogers Professional Civil Engineers & Land Surveyors (the “Plan”), which Plan is recorded herewith.

Said Premises are conveyed subject to the following restrictions and encumbrances:

1. A permanent restriction that the Premises may be used only for medical care purposes, which may include a continuing care retirement community consisting of an independent living facility, an assisted living facility, and a skilled nursing facility. Said restriction is acknowledged by Grantee to be a public or charitable restriction under G.L. c. 184, §23 and/or an “other restriction held by any governmental body” as that term is used in G.L. c.184, §26, and shall be enforceable by Grantor in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years;
2. An affordable housing restriction whereby Grantee agrees to lease up to nine (9) of the units constructed on the Premises to low income seniors, all as set forth more particularly in the Affordable Housing Restriction between Grantor and Grantee, recorded of even date herewith, which Affordable Housing Restriction is incorporated herein by reference in its entirety; and
3. A land development agreement whereby Grantee shall construct on the Premises a continuing care retirement community consisting of an independent living facility, an assisted living facility, and a skilled nursing home, all as set forth more particularly in the Land Development Agreement between Grantor and Grantee, recorded of even date herewith (the “LDA”), which LDA is incorporated herein by reference in its entirety.
4. Grantor hereby reserves the ownership of the building currently existing on the Premises and a leasehold interest in the portion of the Premises shown as “Parcel 2 Area = 61,667± Sq.Ft. 1.416± Acres” on the Plan, which lease shall terminate once Grantee has completed construction of certain improvements, all as set forth more particularly in the LDA and in the ground lease entered into by Grantor and Grantee of even date herewith.

Property Address: Alden Street, Provincetown, MA

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5. An access easement reserved by the Roman Catholic Bishop of Fall River, the former owner of a portion of the Premises, to use the portion of the Premises shown as "Existing Dirt Road" on the Plan for pedestrian and vehicular access to its remaining abutting property.
6. A Condition Subsequent, reserving to the Town a Right of Entry which the Town may exercise if Grantee does not Substantially Complete the Project on the Premises within the time set forth in the LDA, as such time may be extended from time to time, which Right of Entry shall terminate when Grantee Closes on its Financing, as evidenced by the recording of the Mortgage. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the LDA. The Project shall be "Substantially Complete," or "Substantial Completion" shall occur, when the Project has been constructed such that, in the Town's reasonable discretion, Grantee is able to occupy and lease the units in the Project for their intended use, with only minor "punch list" items remaining that will not materially interfere with said use and occupancy. Grantee shall give the Town written notice of the Closing at least fifteen (15) days prior thereto. The Right of Entry shall be deemed released once the Closing has occurred and Grantee has obtained the Financing and recorded the Mortgage. As further evidence thereof, the Town, acting by and through its Board of Selectmen, shall upon request furnish Grantee with an appropriate recordable instrument releasing said Right of Entry.

The Town, its successors and assigns, shall provide sixty (60) days' written notice to Grantee of its intent to exercise its Right of Entry; if at the end of such notice period Grantee has not Substantially Completed the Project, then the Town may reenter the Premises and retake all rights, title, interest and possession in and to the Premises by executing and recording a certificate of entry with the Barnstable County Registry of Deeds, such Right of Entry to be in addition to any other rights or remedies Grantor may have for a breach or default under the LDA. Upon delivery of written notice from the Town to Grantee notifying Grantee of the Town's decision to exercise its Right of Entry, Grantee shall convey the Premises and all improvements thereon to the Town. Notwithstanding the foregoing, title to the Premises shall revert to the Town automatically upon the recording of said certificate of entry.

By accepting this deed, Grantee covenants and agrees that upon the recording of a certificate of entry by the Town after providing Grantee with the notice and cure period detailed herein above, (a) Grantee's right, title, interest, and possession in and to the Premises and any improvements thereon shall immediately and automatically pass to the Town without the necessity of any judicial order or decree, (b) title to the Premises shall be conveyed to the Town with all liens and encumbrances of record subsequent to the deed from the Town to Grantee having been released, (c) the Town shall have an immediate and automatic right to enter and take possession of the Premises and any improvements thereon without the necessity of any judicial order or decree, and Grantee shall immediately and quietly quit possession of the Premises, and (d) Grantee shall cooperate with the Town in arranging repossession of the Premises and shall provide protection to and maintenance of the Premises and any improvements thereon until such time as the Town takes possession thereof.

Unless terminated earlier pursuant to the foregoing provisions, the Right of Entry shall automatically terminate upon the Substantial Completion of the Project, as set forth in the LDA. The Town shall, upon request, provide Grantee with a recordable certificate certifying as to the Substantial Completion of the Project (the "Completion Certificate"). Such Completion Certificate shall be (and it shall be so provided in the Completion Certificate itself) a conclusive determination of the termination of the Town's Right of Entry.

Said Premises are conveyed with the benefit of the following easements:

1. A permanent right of way access easement over the abutting parcel now owned by the Roman Catholic Bishop of Fall River and shown as "Parcel 4 Area = 6255+ Sq.Ft." (the "Right of Way") on the Plan, subject to the restriction that said way may be used only for emergency access and not be used to transport persons occupying buildings now existing or hereafter erected on the Premises, except in the event of fire, flood, and other such disasters; and
2. Notwithstanding the foregoing restriction, the Premises are conveyed with the benefit of a temporary construction easement to use the Right of Way for the purpose of constructing on the Premises a continuing care retirement community, consisting of an independent living facility, an assisted living facility, and a skilled nursing home (the "Improvements"), and for all purposes and uses incidental thereto including, but not limited to, using, and temporarily storing as needed, construction equipment, materials or other incidental items necessary to the proper installation and construction of the Improvements. Said temporary construction easement shall terminate when the Improvements have been completed, whereupon Grantee shall promptly (a) restore, at its sole expense, any portion of the Right of Way affected by such storage and use of construction equipment, materials and items to a condition as good as or better than that existing prior to said entry, and (b) record, at Grantee's expense, a release of easement, satisfactory in form to the Roman Catholic Bishop of Fall River or the then-owner or the Right of Way.

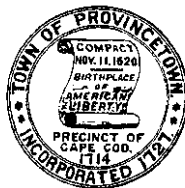
For Grantor's title to the Premises and the easements appurtenant thereto, see Order of Taking recorded with the Barnstable County Registry of Deeds of even date herewith, and deeds recorded with said Registry in Book 2750, Page 81, and in Book 531, Page 45.

No deed stamp taxes are due on this conveyance pursuant to G.L.c.64D, §1.

The undersigned certify that G.L. c. 7, §40J has been complied with.



**Town of Provincetown**  
**Office of the Town Clerk**



Town Hall, 260 Commercial Street  
Provincetown, Massachusetts 02657  
E-mail: townclerk@provincetown-ma.gov  
Facsimile (508) 487-9560  
Telephone (508) 487-7013

## SPECIAL TOWN MEETING

MONDAY, APRIL 4, 2005 AT 6:00 P.M.

**Article 1. Conveyance of 2.2-acre Care Campus Site to New England Deaconess Association.** To see if the Town will vote to transfer from the Board of Selectmen for municipal nursing home purposes to the Board of Selectmen for the purpose of conveyance the parcel of approximately 1.1 acres of land with the existing nursing home thereon known as the Cape End Manor, having an address of 100 Alden Street (the CEM Parcel), and will authorize the Board of Selectmen to convey to the New England Deaconess Association (NEDA) the fee ownership interest in the Cape End Manor Care Campus Site, so-called, having of a total of approximately 2.2 acres as shown on a plan entitled, "Plan of Cape End Manor and Portion of St. Peter's Cemetery" dated August 4, 2004, which plan is on file in the office of the Town Clerk, comprised of a portion of the two parcels of land that, together, are known as the St. Peter's Cemetery, identified on Assessors Map as 08-2-027 and 08-2-024, having an address of 124 Alden Street and 116 Alden Street, respectively, the portion to be conveyed being the parcel of approximately 1.1 acre to be acquired from the Diocese of Fall River as approximately shown on said plan, and comprised also of the CEM Parcel hereinbefore referenced, such parcels to be conveyed subject to a restriction or charitable trust which shall provide that said land shall be used for medical care purposes, which may include a continuing care retirement community consisting of an independent living facility, an assisted living facility and a skilled nursing facility and pursuant to an agreement between the Town and NEDA that shall provide that the payments in lieu of taxes that NEDA has offered to make to the Town in perpetuity shall be paid to and held in trust by the Community Preservation Committee for community housing purposes, or take any other action relative thereto.

*[Requested by the Board of Selectmen, the Town Manager,  
and the Cape End Manor Board of Directors]*

**FINANCE COMMITTEE RECOMMENDS: 9-0-0**

**BOARD OF SELECTMEN RECOMMENDS: 4-0-1**

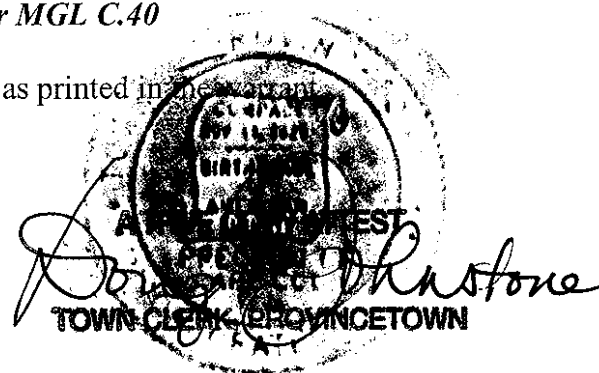
**COMMUNITY PRESERVATION COMMITTEE RECOMMENDS: 7-0-0**

**CAPE END MANOR BOARD OF DIRECTORS RECOMMENDS: 5-0-0**

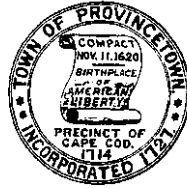
**DISABILITY COMMISSION RECOMMENDS: 4-0-0**

**Land disposition: 2/3's vote required under MGL C.40**

Mary-Jo Avellar moved that the Town vote to approve Article 1 as printed in the warrant.  
**Motion Passed. (2/3<sup>rd</sup>'s Vote Declared)**



***Town of Provincetown***  
***Office of the Town Clerk***



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## SPECIAL TOWN MEETING

MONDAY, APRIL 4, 2005 AT 6:00 P.M.

Cheryl Andrews moved that on all matters to come before the April 4, 2005 Special Town Meeting, requiring a two-thirds vote by statute, that a count need not be taken unless the vote so declared is immediately questioned by seven or more registered voters.

**Motion Passed.**

BARNSTABLE REGISTRY OF DEEDS

