



2016 00104892

Bk: 57066 Pg: 34 Page: 1 of 4

Recorded: 11/04/2016 01:35 PM

ATTEST: Thomas M Ryan, Temp Register
Suffolk County Registry of Deeds

QUITCLAIM DEED

The undersigned, AP CHANNEL CENTER GARAGE LLC, a Delaware limited liability company having an office c/o Ares Management LLC, 2000 Avenue of the Stars, Los Angeles, California 90067 ("Grantor"), for consideration paid in full of One Dollar (\$1.00), hereby GRANTS to the CITY OF BOSTON, acting by and through its Parks and Recreation Department, having an address of 1010 Massachusetts Avenue, Boston, Massachusetts 02118 ("Grantee"), with QUITCLAIM COVENANTS, certain real property located in Boston, Suffolk County, Massachusetts, as more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon and all appurtenant rights belonging thereto (the "Real Estate").

This conveyance is made (i) subject to and with benefit of all recorded easements, conditions, restrictions and agreements and all other matters of record that lawfully apply to the Real Estate or any part thereof, and (ii) subject to the restrictions set forth in Exhibit B attached hereto and made a part hereof.

The Grantor has not elected to be treated as a corporation for federal income tax purposes for the current taxable year.

No deed stamps are due in connection with this conveyance.

For Grantor's title, see that certain Deed dated as of September 7, 2012 and recorded with the Suffolk County Registry of Deeds at Book 50139, Page 139.

[Signatures on following page]

① Plan 2016 476
Book _____ Page _____

PLEASE RETURN TO:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
159 BRIDGE STREET, 12TH FLOOR
BOSTON, MA 02110

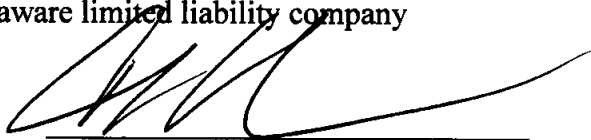
[Signature Page to Quitclaim Deed]

WITNESS the execution hereof as an instrument under seal as of the 4th day of November, 2016.

GRANTOR:

AP CHANNEL CENTER GARAGE LLC, a
Delaware limited liability company

By:



Andrew Holm
Vice President

STATE OF NEW YORK

NEW YORK, ss.

On this 5 day of May, 2016, before me, the undersigned notary public, personally appeared Andrew Holm and proved to me through satisfactory identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, or ☒ personal knowledge of the undersigned, and acknowledged to me that he signed it voluntarily for its stated purpose as a Vice President of AP Channel-Center Garage LLC, a Delaware limited liability company.



(Official Signature and Seal of Notary)
My Commission Expires:

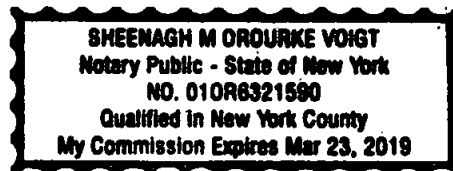


Exhibit A**Legal Description**

A CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF BOSTON, COUNTY OF SUFFOLK, AND COMMONWEALTH OF MASSACHUSETTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S 57°10'51" E, A DISTANCE OF 18.08 FEET FROM THE INTERSECTION OF THE NORTHEASTERLY SIDE LINE OF WEST FIRST STREET AND THE SOUTHEASTERLY SIDELINE OF "A" STREET;

THENCE RUNNING N 38°09'34" E, A DISTANCE OF 74.09 FEET TO A POINT;

THENCE TURNING AND RUNNING S 45°36'55" W, A DISTANCE OF 268.18 FEET TO A POINT ON THE SOUTHWESTERLY SIDE LINE OF RICHARDS STREET;

THENCE TURNING AND RUNNING S 51°47'46" E, ALONG SAID RICHARDS STREET, A DISTANCE OF 186.49 FEET TO A POINT OF TANGENCY;

THENCE RUNNING ALONG A CURVE TO THE RIGHT HAVING A LENGTH OF 33.72 FEET, AND A RADIUS OF 18.00 FEET TO A POINT OF TANGENCY ON MEDALLION AVENUE;

THENCE RUNNING S 55°31'21" W, ALONG SAID MEDALLION AVENUE, A DISTANCE OF 268.27 FEET TO A POINT OF TANGENCY;

THENCE RUNNING ALONG A CURVE TO THE RIGHT HAVING A LENGTH OF 86.92 FEET, AND RADIUS OF 74.00 FEET TO A POINT OF TANGENCY ON THE NORTHEASTERLY SIDE LINE OF WEST FIRST STREET;

THENCE RUNNING N 57°10'51" W, ALONG SAID WEST FIRST STREET, A DISTANCE OF 95.07 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 59,356 SQUARE FEET, AND SHOWN AS LOT A-2 ON A PLAN ENTITLED "SUBDIVISION PLAN OF LAND - A STREET PARK, BOSTON MASS. (SOUTH BOSTON DISTRICT)" DATED DECEMBER 1, 2015, PREPARED BY FELDMAN LAND SURVEYORS AND RECORDED CONTEMPORANEOUSLY HEREWITH.

Exhibit B

Restrictions

The Grantee shall not convey or otherwise transfer the Real Estate or any portion thereof to any other party other than any successor City of Boston department or agency whose primary purpose is the maintenance and operation of publicly owned and permanently protected open spaces available to the public.

The Property shall be used for park and open space purposes open to the general public forever, which uses may include playgrounds, landscaping, decorative plantings, walkways and sidewalks, passive recreational areas, fountains, benches and sitting areas, artwork displays and accessory public park amenities.

The Property shall not be improved with any buildings or structures, except those structures consistent with and accessory to the permitted uses described herein, and subsurface utilities.

By its acceptance of this Deed, the Grantee agrees to the foregoing restrictions, without limitation as to time.