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MASSACHUSETTS QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made the 27 day of June, 1995, by NEF Properties, Inc., a Massachusetts corporation, whose address is 1000 Adams Avenue, Norristown, PA 19403, as GRANTOR, to the City of New Bedford, a Massachusetts municipal corporation, whose address is 131 William Street, New Bedford, Bristol County, MA, as GRANTEE.

Witness that Grantor, for good and valuable consideration, receipt of which is acknowledged, and in full consideration of the forgiveness of all present and outstanding real estate tax liability on the real property conveyed hereby, including, but not limited to, penalties and interest, grants to Grantee, with Quit Claim covenant, all the real property located in New Bedford, MA, more particularly described as:

See Exhibit "A" attached hereto, being the same premises conveyed to Grantor by New England Federal Savings Bank by deed dated March 13, 1992 and recorded in Bristol County Registry of Deeds (S.D.) Book 2782 Page 77.

together with all tenements, hereditaments and appurtenances thereto; subject to current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way and other matters of record. No stamps are required since this is a conveyance to the city of New Bedford.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

Attest:

GRANTOR:

NEF Properties, Inc.

By: Kenneth J. Freeman
Name: Kenneth J. Freeman
Title: Assistant Secretary

By: James M. Kith
Name: James M. Kith
Title: Resident

*Zoning
variance
7/3/03
6236-3*

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS.

On this, the 29th day of June,
1995, before me, the undersigned notary public, personally appeared
James K. Hite who is the President
of NEF Properties, Inc. with an office at 1000
Adams Avenue, Norristown, Pennsylvania, 19403, known to me or
satisfactorily proven to be so, and that as such is authorized to
execute the within Deed and acknowledged that he executed the same
for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial
seal.

[Signature]
Notary Public

Notarial Seal
Susan J. Kade, Notary Public
Norristown Boro, Montgomery County
My Commission Expires Nov. 31, 1998
Notary, Pennsylvania Association of Notaries



EXHIBIT A

Legal Description

The land with all buildings, fixtures and equipment thereof, situated in New Bedford, Bristol County, Massachusetts, more particularly bounded and described as follows:

PARCEL 1: A certain parcel of land with the buildings thereof bounded and described as follows:

BEGINNING at the intersection of the southerly line of Union Street with the westerly line of Purchase Street; thence

SOUTHERLY by the westerly line of Purchase Street one hundred ninety-seven and 16/100 (197.16) feet to the northerly line of Spring Street; thence

WESTERLY by Spring Street two hundred twelve and 28/100 (212.28) feet to the easterly line of Pleasant Street; thence

NORTHERLY by Pleasant Street one hundred four and 28/100 (104.28) feet to the southerly line of a ten-foot way; thence

EASTERLY by said ten-foot way sixty-five and 85/100 (65.86) feet; thence

NORTHERLY by said ten-foot way ten (10) feet; thence

WESTERLY by said ten-foot way twenty-two and 28/100 (22.28) feet to land formerly of George H. Mitchell; thence

NORTHERLY by last-named land fifteen and 75/100 (15.75) feet; thence

EASTERLY by last-named land two and 23/100 (2.23) feet; thence

NORTHERLY by last-named land thirty-seven and 25/100 (37.25) feet; thence

EASTERLY by last-named land one and 13/100 (1.13) feet; thence

NORTHERLY by last-named land thirty-one and 31/100 (31.31) feet to the southerly line of Union Street; thence

by the southerly line of Union Street one hundred sixty-one and 73/100 (161.73) feet to the point of beginning.

Together with the fee to said ten-foot passway.

PARCEL 2: A certain parcel of land with the improvements thereon bounded and described as follows:

BEGINNING at the intersection of the northerly line of School Street with the easterly line of Purchase Street; thence

NORTHERLY by Purchase Street one hundred eleven and 70/100 (111.70) feet to the Zeisleron Theater; thence

EASTERLY by last-named land ninety-five and 00/100 (95.00) feet to land of parties unknown; thence

SOUTHERLY by last-named thirty-nine and 7/10 (39.7) feet; thence

EASTERLY by last-named land one hundred two and 72/100 (102.72) feet to the westerly line of Acushnet Avenue; thence

SOUTHERLY by Acushnet Avenue seventy-two and 72/100 (72.72) feet to the northerly line of School Street; thence

WESTERLY by School Street one hundred ninety-seven and 50/100 (197.50) feet to the point of beginning.

PARCEL 3: A certain parcel of land with improvements thereon bounded and described as follows:

BEGINNING at the intersection of the easterly line of Acushnet Avenue with the northerly line of School Street; thence

NORTHERLY by Acushnet Avenue two hundred fifteen and 13/100 (215.13) feet to the southerly line of Spring Street; thence

EASTERLY by Spring Street ninety-two and 25/100 (92.25) feet to land of parties unknown; thence

SOUTHERLY by last-named land twenty-six and 15/100 (26.15) feet; thence

EASTERLY by last-named and ninety-four and 20/100 (94.20) feet to the westerly line of Second Street; thence

SOUTHERLY by Second Street one hundred eighty-eight and 24/100 (188.24)

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feet to the northerly line of School Street; thence
 WESTERLY by School Street seventy-eight and 58/100 (78.58) feet to land now
 or formerly of Earl W. DeWalt et al Trustees; thence
 NORTHERLY by last-named land sixty-five (65) feet; thence
 WESTERLY by last-named land fifty (50) feet; thence
 SOUTHERLY by last-named land sixty-five and 4/10 (65.4) to the northerly line
 of School Street; thence
 WESTERLY by School Street sixty (60) feet to the point of beginning.

PARCELS 4 and 5: The land in New Bedford appearing as Parcel 20 & 21 on Plan
 of land entitled, "The City of New Bedford, New Bedford Redevelopment Authority Disposition
 Parcels 17, 18, 19, 20, 21 and 22, South Terminal Urban Renewal Project", dated October 4,
 1968;

PARCEL 20: Beginning at a point in the north line of School Street said point being
 78.45 feet west of the west line of Second Street;

Thence north 8° 18' 08" west for a distance of 65.44 feet;

Thence south 81° 27' 30" west for a distance of 47.35 feet;

Thence south 7° 43' 36" east for a distance of 65.45 feet to the north line of School
 Street;

Thence north 81° 27' 30" east in the north line of School Street; 48.00 feet to the point
 of beginning.

Containing 3,118.89 square feet.

PARCEL 21: Beginning at the intersection of the south line of Spring Street with the
 west line of Second Street;

Thence south 7° 44' 10" east in the west line of Second Street 25.70 feet;

Thence south 81° 33' 47" west for a distance of 94.21 feet;

Thence north 10° 05' 34" west for a distance of 26.04 feet to the south line of Spring
 Street;

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Thence north $81^{\circ} 45' 51''$ east in the south line of Spring Street 95.28 feet to the point of beginning.

Containing 2,452.42 square feet, more or less.



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CITY OF NEW BEDFORD
IN CITY COUNCIL

June 22, 1995

ORDERED, That the City Council accepts a deed and \$50,000 from NEF PROPERTIES, INC., for 17 parcels to be conveyed to the City of New Bedford in lieu of taxes. The parcels are listed in Exhibit A, attached to this Order and made a part hereof; and

BE IT FURTHER ORDERED, that the environmental remediation of the site is to be performed and paid for by RESOLUTION TRUST CORPORATION.

IN CITY COUNCIL, June 22, 1995

AMENDED to read "NEF PROPERTIES, INC." as the grantor named on the Order and Deed and to add "and the environmental remediation of the site to be performed and paid for by RESOLUTION TRUST CORPORATION."
ADOPTED AS AMENDED.
Rule 40 Waived - Yess 10, Nays 0.

Presented to the Mayor for approval June 23, 1995.

Approved June 26, 1995.

Janice A. Davidian, City Clerk

Janice A. Davidian, City Clerk

Rosemary S. Tierney, Mayor

a true copy, attest:

f. a. d.
City Clerk

EXHIBIT A

Plat	Lot	Location
47	46	668-670 Purchase Street
47	48	School Street
47	49	School Street and Acushnet Avenue
47	50	Spring Street and Acushnet Avenue
47	51	Spring Street
47	52	Spring and Second Streets
47	53	Acushnet Avenue
47	54	Second Street
47	55	Acushnet Avenue and School Street
47	56	Second Street
47	57	Second Street
47	58	School and Second Streets
47	198	School Street
46	39	200-202 Union Street
46	40	194-196 Union Street
46	41	Spring, Union and Purchase Streets
46	43	Pleasant and Spring Streets

ASSISTANT SECRETARY'S CERTIFICATE

I, Nancy K. Freenock being the duly elected and acting Assistant Secretary of NEF Properties, Inc. (the "Corporation"), a Massachusetts corporation, do hereby certify that:

The following resolutions are true and correct copies of the resolutions adopted by Unanimous Consent of the Board of Directors and the Sole Shareholder of NEF Properties, Inc. on June 29, 1995:

"NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Corporation deems it advisable and in the best interest of the Corporation that the Corporation transfer all of its right, title and interest in and into the following properties (collectively "the Property") to the City of New Bedford, Massachusetts:

1. Star Department Store
2. Coffin Building
3. City Block Lot
4. Purchase Street Lot

and;

FURTHER RESOLVED, that the Board of Directors hereby authorizes the payment of \$50,000 to the City of New Bedford; and

FURTHER RESOLVED, that the Corporation shall remain responsible for the payment of all fees and expenses related to the remediation of the Star Department Store and the Coffin Building pursuant to the terms and conditions of a Transfer and Remediation Agreement and an Environmental Study and Clean-Up Agreement (collectively the "Agreements") as entered into by the Corporation and the City of New Bedford; and

FURTHER RESOLVED, in consideration for the transfer of the Property to the City of New Bedford and the funds incident thereto, the City of New Bedford will forgive all outstanding real estate taxes, penalties and interest currently assessable against the Property and the Corporation; and

FILED 1995 JUN 30

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are authorized and directed to execute the Agreements and any and all other documents as may be necessary and appropriate to carry out the purpose and intent of the foregoing resolutions."

IN WITNESS WHEREOF, the undersigned has executed this Assistant Secretary's Certificate as of this 30th day of June, 1995.

Nancy K. Greenock
Nancy K. Greenock - Assistant Secretary