

14793

FIRST AMENDMENT TO
MASTER DEED OF
KIMBALL TOWERS RESIDENTIAL
CONDOMINIUM

BOOK 6035 PAGE 301

THIS AMENDMENT dated as of this 22nd day of February, 1986, amends the Master Deed of the Kimball Towers Residential Condominium dated October 31, 1985, and recorded with the Hampden County Registry of Deeds in Book 5944, Page 457.

WITNESSETH:

WHEREAS, the undersigned, being the owners of all of the units (the "Units") of the abovementioned Kimball Towers Residential Condominium owning and entitled to vote one-hundred (100%) percent in common interest of the Kimball Towers Residential Condominium, hereby waiving notice of any meeting of the Unit Owners of the Condominium as permitted under Section 2 of Article V of the By-Laws of the Kimball Towers Homeowners Association recorded with said Hampden Deeds in Book 5944, Page 498, hereby consent to and adopt the within amendment to the Master Deed, and said Master Deed is hereby amended, as follows:

1. In that portion of Paragraph 3(a), appearing as first full grammatical paragraph on Page 3 of the Master Deed, the following changes are made:

(a) The words "an easement" appearing on the first and second lines of said paragraph are deleted and replaced by the word "easements";

(b) After the words "of the Building" on the eleventh line thereof, the phrase "and other portion of the Building necessary for the structural support and integrity of the Kimball Towers Commercial Condominium", shall be inserted;

(c) The following new sentence is added at the end of said paragraph: "The foregoing describes certain of the easements reserved and granted herein and intended to be reserved and granted herein for the use, benefit and enjoyment of the Kimball Towers Commercial Condominium, its unit owners, organization of unit owners, and other parties having a right, title or interest therein, but is not a complete recitation thereof, the specification of which easements and easement rights are set forth in other portions of this Master Deed."

2. In that portion of clause (1) of Paragraph 5(a) appearing on Page 5 of the Master Deed on the seventh line from

See Plat Book 233, Pages 95-121

...ly after the word "land", the
be inserted:

for vehicle ingress, egress and access purposes, and pedestrian and vehicular access over ramps, driveways and passageways and through openings in the Building constructed or located on the land of the Condominium or the Building as provided in subclause 2(c) below for purposes of access, ingress and egress to and from the portion of the Kimball Towers Commercial Condominium located on the ground floor of the Building and public ways and streets,"

3. At the end of the portion of clause (1) of Paragraph 5(a) appearing on Page 6 of the Master Deed, the following is inserted:

"The Lobby is further subject to a right in favor of the Kimball Towers Commercial Condominium Association, the managing board of the Kimball Towers Commercial Condominium, to place and maintain in a conspicuous place in the Lobby area on each of the ground floor, first floor and mezzanine levels of the Building on which the Kimball Towers Commercial Condominium, or part, is located, a sign, board, or other fixture providing notice, which may be affixed to the walls of said Lobby areas, naming and listing the unit owners and/or tenants of the Kimball Towers Commercial Condominium, and their locations in the Building, and the further right to relocate said sign(s), from time to time and at any time (subject to the reasonable approval of the Homeowners Association as to the new location(s) thereof), and to maintain, secure and change the information contained on such boards, signs or notice fixtures, from time to time;"

4. At the end of subclause (2)(a) of Paragraph 5 of the Master Deed at the end of Page 7, the following new sentence is added:

"The Common Elements also include all boiler, heating, air conditioning, chilling equipment, elevators and elevator equipment, electrical and plumbing apparatus, utility meters, and other equipment located in the basement of the Building or elsewhere in the Building and all related equipment, machinery and appurtenances supplying utilities or other services to the Condominium and the Units (but not to the Kimball Towers Commercial Condominium, or its units)."

5. The Kimball Towers Homeowners Association, the organization of unit owners of the Kimball Towers Residential Condominium is sometimes referred to as the "Condominium Association" and the "Homeowners Association" in the Master

Deed. Accordingly, the parenthetical clause appearing on the thirty-first and thirty-second lines from the top of Page 7 of the Master Deed after "Kimball Towers Homeowners Association", to-wit: "(the "Condominium Association")", is hereby deleted and shall be replaced by the phrase: "(sometimes herein called the "Condominium Association" or "Homeowners Association")".

6. In clause 2(c) of Paragraph 5(a) of the Master Deed, the following changes are made:

(a) The following phrase is inserted after the word "Building" appearing at the end of the third line of said clause 2(c) (on Page 8 of the Master Deed):

"all bridges connecting the Hillman-Davis Section and the Hillman-Chestnut Section as shown on the Plans constructed or to be constructed in those locations shown as "Future Bridge" on the Plans,";

(b) On the portion thereof appearing after the word "Condominium", at the beginning of the thirteenth line thereof on Page 9 of the Master Deed, the following new provision shall be added:

"and also the right to make one or more openings or holes in portions of the exterior walls of the Building facing Bridge Street and other portions of the Supporting Structural Elements on the Bridge Street side of the Building, and to construct therein one or more new entries to provide means of vehicular and/or pedestrian access into the ground floor portion of the Building and to use the same, including the right to place and construct therein, and to use, overhead and other doors, door frames and related structural elements, and there is hereby further reserved and granted to Sponsor and to the unit owners of Unit C1 of the Kimball Towers Commercial Condominium, the right to construct a ramp, driveway, entry road and vehicular way on, upon and over the land of the Condominium and upon, on, across, into and through said openings as necessary to provide such vehicular and pedestrian access, all of ".

(c) At the end of the portion of said clause 2(c) which appears on Page 9 of the Master Deed, the following new provision is added after the word "workmen":

"and shall be performed at the sole cost and expense of the party undertaking any such work, and in compliance with all applicable law and ordinance. Sponsor intends that the easements and rights granted and provided herein for the making of openings, doors and ramps on the Bridge Street

side of the Building and the adjoining land of the Condominium are intended to permit the use of the portions of the ground floor of the Building located within the Kimball Towers Commercial Condominium for vehicular parking and access purposes;".

7. The entire last sentence in clause (6) of Paragraph 5(a) on Pages 11 and 12 of the Master Deed, starting with the word "Promptly" on the third line from the bottom of Page 11, and ending with the word "time" on the ninth line from the top of Page 12, is deleted in its entirety.

8. On the thirteenth line of the portion of the second grammatical paragraph of Paragraph 5(b) on Page 13 of the Master Deed, the word "of" is deleted, and replaced by a comma ",".

9. In the last sentence of the first paragraph of Paragraph 7 of the Master Deed appearing on Page 13, the phrase "ten (10)" on the fifth line from the bottom of that page is deleted and replaced by the phrase "eleven (11)".

10. The following new clauses (k) and (l) of Paragraph 7 of the Master Deed shall be inserted after Clause (j) appearing on Page 16 of the Master Deed:

"(k) Any lease or rental agreement must be in writing, and no Unit may be leased or rented for a period of less than thirty (30) days. Each lease and rental agreement shall refer to this Master Deed, the By-Laws and the rules and regulations promulgated thereunder, and specify that the use, occupancy and enjoyment of the Unit and other portions of the Condominium by said lessee or tenant shall be subject thereto.

(l) In the event any of the Units shall be used as a restaurant or for a laundry or laundramat open for business to the public, or for any use other than office uses (including professional offices), or for residential occupancy, or for parking uses, or for the wholesale or retail sale of goods, said Unit shall be separately metered or sub-metered for all electricity, gas, and water and sewer utilities consumed therein, and the owner of said Unit shall be responsible to pay all charges therefor to the utility supplier (or, if there is sub-metering from the main meter of the Kimball Towers Homeowners Association from which sub-metering is made, to the Kimball Towers Homeowners Association). This clause (l) may not be amended or modified without the prior written consent of the Kimball Towers Commercial Condominium Association, the organization of unit owners of the Kimball Towers

Commercial Condominium, which said Kimball Towers Commercial Condominium Association shall be entitled to the enforcement of the provisions of this clause (1)."

11. The 66.66% percentage interest of Unit Owners required for amendment of the Master Deed set forth in Paragraph 9 shall be deleted in each place it appears in Paragraph 9 and replaced with "68.0%".

12. The following new clauses (h), (i) and (j) of Paragraph 22 of the Master Deed shall be inserted after Clause (g) appearing on Page 25 of the Master Deed:

"(h) Any agreement for professional management of the Condominium, or any other contract providing for services of the Sponsor may not exceed 2 years and any such agreement must provide for termination by either party without cause and without payment of a termination fee or other penalty sum on not more than ninety (90) days written notice;

(i) A first mortgagee, promptly after written request to the Condominium Association shall be entitled to written notification from the Condominium Association of any default by a Unit Owner on whose Unit the first mortgagee holds a mortgage of any of his obligations under the Master Deed, By-Laws and Rules and Regulations of which notice has been given by the Condominium Association to said Unit Owner, and which is not cured within sixty (60) days after the giving of such notice;

(j) A first mortgagee, promptly after written request to the Condominium Association shall be entitled to receive the annual reports of the receipts and expenditures of the Condominium for the prior fiscal year of the Condominium Association required to be furnished to the Unit Owner under the By-Laws."

13. In the first grammatical paragraph following subclause L. of clause (b)(ix) of Paragraph 22 of the Master Deed, which appears near the top of Page 24 of said Master Deed, the phrase: "pursuant to this paragraph", which appears on the fourth line of said paragraph, is deleted, and the following is inserted in its place: "of a non-material matter or addition".

14. The following new paragraph shall be inserted in Paragraph 20 of the Master Deed before the first full grammatical paragraph on Page 21 thereof:

"Sponsor hereby reserves the right to demolish and remove all or portions of the enclosed portions of the common areas and facilities of the Condominium located on the ground floor and first floor of the Hillman-Davis Section and shown on the Plan as the "S8" stairway area, and the enclosed room to its immediate northwesterly side, and to construct in the locations formerly occupied by said enclosed areas, on the ground floor, planted areas, grassed areas, landscaped areas, and paved areas, all of which shall be part of the common areas and facilities. Sponsor further reserves the right to construct walkways and bridges between the Hillman-Davis Section and the Hillman-Chestnut Section on the first floor and mezzanine levels of the Building in the areas denoted on the Plans as "Future Bridge", and to construct all supporting elements and structures necessary for their support and use thereof."

15. The following minor changes are made to correct certain typographical and other minor errors appearing in the the said Master Deed and to effectuate minor changes:

- (a) The word "Buisness" appearing as the first word on the twelfth line of the first full gramatical paragraph on Page 3 of the Master Deed is deleted and replaced by the word "Commercial";
- (b) The word "not" on the eighth line of clause (1) of subparagraph 4(a) appearing on Page 4 of the Master Deed is deleted and replaced by the word "no", and the word "unit" on the twelfth line of said clause (1) is deleted and replaced by the word "Unit";
- (c) The words "this Condominium" in Paragraph 5(a) of the Master Deed appearing on the last line on Page 4 are deleted and replaced by the words "the Building and the land described in Exhibit A hereto";
- (d) In Clause (1) on Page 5 of the Master Deed the designation "(a)" on the ninth line is deleted; the word "Unit" on the thirty-seventh line thereof is deleted and replaced by the word "unit"; and immediately after the word "doors" on the next to last line on said Page 5 a comma shall be inserted;
- (e) The word "and" appearing on the twenty-seventh line from the top of Page 6 of the Master Deed, which line starts with the word "stating" is deleted and the word "an" is substituted therefor;
- (f) The word "on" appearing on the twentieth line from the bottom of Page 11 of the Master Deed, which line starts with the word "Buidling" is deleted and replaced by the word "or";

(g) The words "bank or insurance company" appearing on the twentieth line of Section 9 of the Master Deed appearing on Page 17 are deleted and the words "institutional lender" are substituted;

(h) The phrase "Unit Owner" appearing in the eighth line of Clause (g) on Page 25 of the Master Deed is changed to the phrase "Unit Owners".

16.A. The undersigned acknowledge and agree that a portion of the common areas and facilities of the Kimball Towers Residential Condominium located on the ground floor of the "Building" described in the Master Deed, consisting of a portion of the open lobby area near the passenger elevators as shown on Sheet 2 of the floor plans prepared by P. Wendell Phillips and Associates, Inc. originally recorded with the Master Deed were shown as part of the common areas and facilities of the Kimball Towers Residential Condominium by inadvertent error (said portion being shown as the "C1 Parcel" on Sheet 2 of the floor Plans of the Kimball Towers Residential Condominium prepared by R. Wendall Phillips & Associates, Inc. recorded with this First Amendment to Master Deed of Kimball Towers Residential Condominium. It was intended that said area be included as part of the Kimball Towers Commercial Condominium, the Master Deed of which was recorded concurrently with the Master Deed establishing the Kimball Towers Residential Condominium, and specifically as a part of Unit C1 of said Kimball Towers Commercial Condominium. In addition, during the course of renovation and construction of the Kimball Towers Residential Condominium, changes were made in the boundaries of certain of the Units and in the fixtures and other features of or located in the common areas and facilities of the Kimball Towers Residential Condominium. In order to amend and correct the foregoing matters, there is recorded herewith a revised set of floor plans of the Kimball Towers Residential Condominium prepared by R. Wendell Phillips and Associates, Inc. which correctly shows the layouts, locations, and dimensions of all of the Units of the Kimball Towers Residential Condominium, as-built as of the date of said floor plans, which amends the floor plans of the ground floor of the Building to remove the portion thereof which shall be included in Unit C1 of the Kimball Towers Commercial Condominium, and which corrects the previously recorded floor plans to show the as-built condition and features of the common areas and facilities of the Building as of the date of said floor plans.

B. To the extent necessary to establish and ensure that the portion of the ground floor of the Building which were erroneously shown as part of the common areas and facilities of the Kimball Towers Residential Condominium are made a part of Unit C1 of the Kimball Towers Commercial Condominium, the

undersigned hereby grant, convey, transfer and remove from the common areas and facilities of the Kimball Towers Residential Condominium that area formerly included therein pursuant to the floor plans recorded with the Master Deed of the Kimball Towers Residential Condominium, shown as "C1 Parcel" on the restated and amended Sheet 2 of the floor plans of the Kimball Towers Residential Condominium recorded herewith, and furthermore, the undersigned, being the sole owner of said "C1 Parcel", hereby submits said "C1 Parcel" to the provisions of the Master Deed establishing the Kimball Towers Commercial Condominium recorded in Hampden County Deeds in Book 5944, Page 540, as amended by the First Amendment to Master Deed of the Kimball Towers Commercial Condominium recorded concurrently herewith, and to the provisions of the "Condominium Law", as defined in said Kimball Towers Commercial Condominium Master Deed.

C. In order to effectuate the foregoing, Paragraph 6 of the Master Deed of the Kimball Towers Residential Condominium, which appears on Page 13 of the Master Deed, to-wit:

"6. Floor Plans and Site Plan. Simultaneously with the recording hereof there has been recorded the Plans, to-wit: (a) a set of the floor plans of the Building, showing the layout, location, unit numbers and dimensions of the Units stating the address of the Building and bearing the verified statement required by the Condominium Law certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions and approximate areas of the Units, as built, prepared by a Massachusetts architect and (b) a site plan of the land described in Exhibit A hereto locating the building and other improvements thereon prepared by a Massachusetts registered land surveyor.",

is hereby deleted in its entirety and the following is substituted therefor:

"6. Floor Plans and Site Plan. Simultaneously with the recording of the Master Deed in Hampden County Registry of Deeds, Book 5944, Page 457, there was recorded a set of floor plans of the Building, showing the layout, location, unit numbers and dimensions of the Units stating the address of the Building and bearing the verified statement required by the Condominium Law certifying that the plans fully and accurately depicted the layout, location, unit numbers and dimensions and approximate areas of the Units, as built on November 1, 1985, prepared by a Massachusetts architect, which floor plans have been replaced and amended by the floor plans of the Building and the Units recorded with the First Amendment to Master Deed of Kimball Towers Residential Condominium showing the layout, location, unit

numbers and dimensions of the Units of the Kimball Towers Residential Condominium, stating the address of the Building and bearing the verified statement required by the Condominium Law certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions and approximate areas of the Units, as built, prepared by a Massachusetts architect. Simultaneously with the recording of said Master Deed in Book 5944, Page 457, there was recorded a site plan of the land of the Condominium and locating the Building and other improvements thereon prepared by a Massachusetts registered land surveyor, which site plan has been replaced and amended by the site plan of the land of the Condominium (which said land is that more particularly described in Exhibit A to the First Amendment to Master Deed of Kimball Towers Residential Condominium) and locating the Building and other improvements thereon prepared by a Massachusetts registered land surveyor. The floor plans and site plan recorded with the First Amendment to Master Deed of Kimball Towers Residential Condominium shall replace in all respects the floor plans and site plan originally recorded with the Master Deed. Accordingly, the term "Plans", whenever used in the Master Deed of the Kimball Towers Residential Condominium, as amended by the First Amendment to Master Deed of Kimball Towers Residential Condominium, shall mean the floor plans and site plan of the land recorded with said First Amendment to Master Deed of Kimball Towers Residential Condominium."

17.A. As a result of the changes made in certain Unit boundaries referred to above in Clause A of Paragraph 16 hereof and in the amended floor plans of the Kimball Towers Residential Condominium recorded herewith, the approximate square footage of the affected Units has changed from that set forth in Exhibit B originally recorded with the Master Deed. The affected Units and the corrected respective square footage for each is set forth below:

<u>Unit</u>	<u>Approximate Square Footage</u>
102	1,420
216	525
218	600
301	914
305	556
401	914
405	556
501	914
505	556

601
605
701
705
801
805

914
556
914
556
914
556

The approximate square footage set forth above for said affected Units replaces and amends the respective approximate square footages thereof set forth in Exhibit B to the Master Deed.

B. Certain of the rooms of some of the Units which were designated as "Future Kitchen", "Future Living Room", "Future Bathroom" and "Future Bed Room" on Exhibit B as originally recorded with said Master Deed and on the floor plans recorded therewith, have now been fully constructed, and have been designated as "Kitchen", "Living Room", "Bathroom" and "Bedroom" on the floor plans recorded with this First Amendment, and corresponding changes are to be made in the description of the number of rooms of each affected Unit in Exhibit B to the Master Deed. The affected Units and the corrected room designations for each are set forth below:

<u>Unit</u>	<u>Number of Rooms</u>
201	2 BR, 2 B, LR, K
202	BR, B, LR, K
204	BR, B, LR, K
205	BR, B, LR, K
206	2 BR, 2 B, K, LR
207	BR, LR, K, B
208	BR, B, LR, K
209	BR, 2 B, LR, K
210	LR, BR, B, K
211	BR, LR, K, B
212	BR, B, K, LR
214	2 BR, 2 B, K, LR
215	BR, B, K, LR
216	BR, B, K, LR
218	BR, LR, K, B
219	BR, D, LR, K, B
220	BR, LR, K, B

The number of rooms set forth above for said affected Units replaces and amends the respective number of rooms and room designations thereof set forth in Exhibit B to the Master Deed.

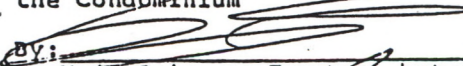
18. The correct address of the Building and of the Kimball Towers Residential Condominium is 415 Bridge Street and 140 Chestnut Street in Springfield, Hampden County, Massachusetts,

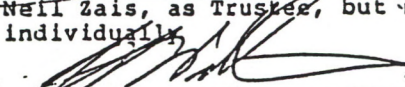
and any addresses set forth in the Master Deed which are inconsistent are hereby corrected.

19. Concurrently herewith the Board of Managers of the Kimball Towers Residential Condominium the Unit Owners owning one hundred (100%) percent in common interest of the Kimball Towers Residential Condominium have conveyed the land and premises of the Kimball Towers Residential Condominium referred to as the "Second Parcel" in Exhibit A to the Master Deed to Neil Zais and Steven J. Watchmaker, as Trustees of Kimball Towers Realty Trust, under Declaration of Trust dated July 2, 1984, and recorded in Hampden Deeds in Book 5645, Page 308. Accordingly, Exhibit A to the Master Deed is hereby amended and restated, so that Exhibit A to the Master Deed, whenever referred to in the Master Deed or the By-Laws, (including references in the Master Deed to "Exhibit A attached hereto and made a part hereof" and "Exhibit A hereto") shall hereafter mean and refer in all instances to Exhibit A attached to this First Amendment to Master Deed, and (a) Exhibit A attached to this First Amendment to Master Deed shall replace in all respects and for all purposes the Exhibit A originally recorded with the Master Deed, and (b) the word "land", wherever and whenever used in this Master Deed and the By-Laws, shall mean and refer to the land described in Exhibit A attached to this First Amendment to Master Deed. In addition, the site plan of the Kimball Towers Residential Condominium prepared by Smith Associates Engineering, Inc., and recorded with the Master Deed, is hereby deleted and removed, and shall be replaced by the site plan prepared by Smith Associates Engineers entitled "Revised Site Plan for Kimball Towers Residential Condominium" recorded herewith and references to the site plan recorded with the Master Deed or showing the land of the Kimball Towers Residential Condominium in the Master Deed and By-Laws shall hereafter mean and refer in all instances to the site plan recorded with this First Amendment to Master Deed.

20. All easement rights created or reserved in Paragraph 3 and/or Paragraph 5 of the Master Deed with respect to the land and premises described as the "Second Parcel" in Exhibit A originally recorded with the Master Deed for the benefit of the Kimball Towers Commercial Condominium, its organization of unit owners, unit owners, or any other party, or reserved in favor of the Kimball Towers Homeowners Association, or the unit owners of the Kimball Towers Residential Condominium, and all those parties claiming by, through or under any of them, are hereby cancelled, terminated and rendered null and void and of no further force and effect whatsoever.

'KIMBALL TOWERS REALTY TRUST,
under Declaration of Trust dated
July 2, 1984, recorded in Hampden
Deeds in Book 5645, Page 308 being
the owners of all of the Units of
the Condominium

By: 
Neil Zais, as Trustee, but not
individually

By: 
Steven J. Watchmaker, as Trustee
but not individually

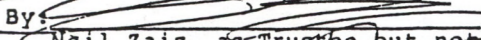
JOINED-IN AND CONSENTED TO BY:
KIMBALL TOWERS HOMEOWNERS ASSOCIATION

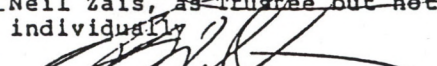
By: 
Neil Zais, Manager

By: 
Steven J. Watchmaker, Manager

JOINED-IN AND CONSENTED TO BY THE
"SPONSOR" AS DEFINED IN THE MASTER
DEED, AND THE OWNER OF ALL OF THE
UNITS OF THE KIMBALL TOWERS
COMMERCIAL CONDOMINIUM:

KIMBALL TOWERS REALTY TRUST

By: 
Neil Zais, as Trustee but not
individually

By: 
Steven J. Watchmaker, as
Trustee but not individually

JOINED-IN AND CONSENTED TO BY:
KIMBALL TOWERS COMMERCIAL CONDOMINIUM ASSOCIATION

By: 
Neil Zais, Manager

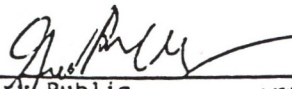

By: 
Steven J. Watchmaker, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 22, 1986

Then personally appeared the above-named Steven J. Watchmaker, as Trustee of Kimball Towers Realty Trust, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, and the free act and deed of Kimball Towers Realty Trust, before me,


Notary Public
My Commission Expires: 

My Commission Expires January 29, 1993

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 22, 1986

Then personally appeared the above-named Neil Zais and Steven J. Watchmaker, the members of the First Board of Managers of the Kimball Towers Homeowners Association, and acknowledged the foregoing instrument to be their free act and deed, as Managers, and the free act and deed of Kimball Towers Homeowners Association, before me,


Notary Public
My Commission Expires: 

My Commission Expires January 29, 1993

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EXHIBIT A

The land in Springfield, Hampden County, Commonwealth of Massachusetts, with the buildings thereon now known as the Kimball Towers, bounded and described as follows:

BEGINNING at the intersection of the northwesterly line of Hillman Street and the southwesterly line of Chestnut Street, and

Running thence southwesterly along Hillman Street, one hundred sixty-seven and 43/100 (167.43) feet to Davis Court;

Thence turning by an interior angle of $86^{\circ}43'20''$ and running northwesterly along Davis Court, fifty-seven and 32/100 (57.32) feet;

Thence continuing northwesterly by an interior angle of $178^{\circ}31'$ along Davis Court, one hundred and 23/100 (100.23) feet to Bridge Street;

Thence turning by an interior angle of $89^{\circ}35'$ and running northeasterly along Bridge Street, one hundred seventy-eight and 5/100 (178.05) feet;

Thence southeasterly by the curve at the intersection of Bridge and Chestnut Streets, seventeen and 12/100 (17.12) feet;

Thence running southeasterly along Chestnut Street, one hundred thirty-two and 31/100 (132.31) feet to the POINT OF BEGINNING, the last described line making an interior angle with the first described line of $103^{\circ}15'$.

Being a portion of the premises shown on a plan of land entitled "Hotel Kimball Company", drawn by Cobb, Beesley & Miles, Eng., Springfield, Mass., dated November, 1954, and recorded with Hampden County Registry of Deeds, Book of Plans 45, Page 90.

The foregoing premises have as appurtenant thereto all the right, title and interest of the Sponsor in and to Davis Court (designated "Alley" on said plan), Bridge Street, Chestnut Street and Hillman Street, including all rights and interests above and below the surface of said Davis Court, Bridge Street, Chestnut Street and Hillman Street.

For Sponsor's title to the foregoing premises see deed to Sponsor dated July 2, 1984 from Kimball Towers Corporation recorded in Hampden Registry of Deeds in Book 5645, Page 311.

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RECEIVED

MAR 17 1986

AT 3:49 PM AND
REG'D FROM THE ORIGINAL