

Locus: 661 Pleasant Street, Belmont, Massachusetts

PRESERVATION RESTRICTION AGREEMENT
between
THE TOWN OF BELMONT
and
BELMONT WOMAN'S CLUB

THIS PRESERVATION RESTRICTION AGREEMENT (this "Restriction" or "Agreement") is made as of this ___ day of _____, 2022 (the "Effective Date"), by and between BELMONT WOMAN'S CLUB, a Massachusetts nonprofit corporation, having an address of 661 Pleasant Street, Belmont, Massachusetts 02478 ("Grantor") and THE TOWN OF BELMONT, a municipality of the Commonwealth of Massachusetts and located in Middlesex County, Massachusetts (the "Town"), to be administered, managed and enforced by its agent, the BELMONT HISTORIC DISTRICT COMMISSION, having an address of 455 Concord Avenue, Belmont, Massachusetts 02478 (the "Commission").

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property and the buildings and improvements thereon located at 661 Pleasant Street in the Town of Belmont, Middlesex County, Massachusetts (hereinafter the "Property") described in a deed dated March 1, 1927 from Carl B. Stenstrom to Grantor recorded in the Middlesex South Registry of Deeds (the "Registry") in Book 5069, Page 404 (the "Deed"), and more particularly described in Exhibit A, attached hereto and incorporated herein;

WHEREAS, the Property is improved by a building thereon which was the former home of William Flagg Homer and his wife Adeline Wellington, whose nephew was the artist Winslow Homer, and was the site of family fetes and the inspiration for a number of Winslow Homer's early works, including several of his 1860s croquet pictures, and is nationally recognized as one of only two sites associated with Winslow Homer, open to the public, that still exist ("the Building");

WHEREAS, the Building and the Property together are a contributing resource to the Pleasant Street Historic District listing in the National Register of Historic Places on June 12, 1979, are located within the Pleasant Street Local Historic District established by the Town of

Belmont on September 10, 1996, and as a result of the foregoing are listed in the State Register of Historic Places;

WHEREAS, the Building is currently open to the public on an intermittent basis for tours and cultural, educational and community programs, including exhibits offering perspectives on the work of Winslow Homer;

WHEREAS, the Building is described as follows:

A distinctive, mid-19th-century picturesque suburban villa, described in Keith N. Morgan's *Buildings of Massachusetts: Metropolitan Boston*, as "a flamboyant example of mansarded Italianate architecture." (p. 428) The 2-1/2-story, stucco-covered Building features irregular massing, with a main center block that runs from northwest to southeast and appears from Pleasant Street as a projecting pavilion capped by a prominent and unusually-shaped curved gable. [For simplicity, this description will call the Pleasant Street façade south instead of southeast, with the other four elevations simplified as the cardinal points as well.] Its ornately-configured gable is defined by the concave lower slopes of the mansard roof, rising to the convex, curving vault of the upper portion. A primary wing of the same height as the main block extends to the west, and an octagonal cupola rises above the roof. To the east is a lower, two-story service or kitchen wing, with a shallower mansard roof, and beyond it a smaller one-story functional ell projects.

The pavilion's gable features, at the attic level, a horizontally-oriented elliptical window encased within an ornate brownstone surround, above a pair of round-arched windows trimmed out in brownstone at the second floor. (A round-arched window appears at the attic level of the pavilion's rear elevation.) Unique, richly-profiled round-arched dormers with scrolled brackets are prominent functional accents on all sides of the mansard roof. (The scrolled trim is missing from some of the dormers.)

In addition to the cupola and dormers, important three-dimensional, character-defining elements include the prominent porches or verandas on both the west block and the east kitchen ell. A similar porch is on the west block's back elevation looking to the hillside behind the Building. Three tall chimneys of yellow/orange iron-spot brick, rebuilt or added as part of the late 19th-century renovations, arise from the building's three primary masses. The west block's chimney is exposed for its full height, accented with angled brownstone transitions and a top cap.

Other noteworthy elements include the first-floor polygonal bay window of the south front pavilion; the oversized, paired brackets below the projecting cornice of the mansard roofs and the entrance porch; the paired square columns of that porch; the single square columns of the other verandas; and the porches' decorative details of carved wood.

Additionally worthy of mention is the unusual, applied floral relief ornament found on the bay window and around the semi-circular lunette above the front double doors. Also distinctive are the brownstone accent features of the Building: label molds and arches around the upper portions of the windows in the center and west blocks; all the window sills throughout the Building; bases at the paired columns of the front porch; and a base course at floor level at the porches on the front and back of the west block. Decorative features of the cupola include an ornamental, gingerbread fascia board with carved pendants, and a finial composed of a short spire above a sphere.

Windows throughout the Building are two-over-two double-hung sash, oversized in many locations, often featuring segmental- or round-arched upper sash. These shapes appear not only on the house's two main levels, but also at the attic dormers all around, and in the cupola as well, where there are eight pairs of round-arched windows. Stained glass windows added in the 1890's are found in one location on the second-floor of the kitchen ell's south elevation, and in one place on the second-floor of the west wing's north elevation.

At the top of the walls of the Building's two main blocks, just below the projecting eaves of the mansard roof, the stucco walls feature a horizontal course of arcaded ornament running just below the cornice (except at the pavilion's front and back gables). This detail in stucco is one that is more often seen in 19th-century corbelled brickwork cornices. At grade, below the stucco walls and the porches, a foundation of cut granite blocks provides a massive base around the entire perimeter of the Building. Basement windows occasionally interrupt the granite, as does a bulkhead at the far east end of the Building. Similarly-massive cut granite appears in the landscape at the Homer House, including at the stairs to both the main entrance and the kitchen, where flanking cheek walls feature a boldly curving profile at the front porch and angled tops elsewhere. Cut granite posts bracket the drive at each sidewalk, and a well-built stone wall with cut-granite caps runs along Pleasant Street and Concord Avenue.

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184 §§ 31, 32, and 33 (the "Act");

WHEREAS, the Building is architecturally, historically and culturally significant property meriting the protections of a twenty year preservation restriction under the Act;

WHEREAS, the Building's preservation values are documented in the following (collectively, the "Baseline Documentation"):

1. Exhibit A (Legal Description of Property);
2. Exhibit B (Assessor's Map, showing Building footprint and Property boundary); and
3. Exhibit C (Fourteen (14) Baseline Photographs, taken February, 2021).

WHEREAS, the parties agree such Baseline Documentation provides an accurate representation of the Building as of the date of this Restriction;

WHEREAS, the Building is in need of preservation and restoration;

WHEREAS, upon the recommendation of the Town of Belmont Community Preservation Committee and approved under Article 8 of the Annual Town Meeting of May 4, 2015, the Town has appropriated the sum of one hundred thousand dollars (\$100,000) from the Community Preservation Fund for the purpose of funding a grant for the restoration of the Building (the "Funds");

WHEREAS, the Grantor and the Town have reached an agreement whereby the Town shall provide the Funds so appropriated to the Grantor to be expended for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions;

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agrees and desires, to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of the Act; and

WHEREAS, the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including G.L. c. 40, § 8D and by § 40-315 of the Town of Belmont General Bylaws, and is authorized thereunder to accept preservation restrictions in the name of the Town of Belmont, and is authorized and directed by the Town to manage the Property and Building burdened by such restrictions, consistent with the provisions of the Act, and to administer and enforce this Restriction.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Town in gross, for a period of twenty (20) years from the Effective Date, this Restriction over the Property and Building to be administered, managed and enforced by the Commission.

1. Purpose. It is the purpose of this Restriction (the "Purpose") to assure that, the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any change of the Property or any change to the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction. The Grantor grants the Town the right to forbid or limit:

- a. any alteration to the exterior appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building, or (ii) the Town has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of Paragraph 8, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to the Town in accordance with the requirements of Paragraph 10. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines attached hereto as Exhibit D and hereby incorporated by reference (the "Restriction Guidelines").
- b. any other act or use that may be harmful to the historic preservation of the exterior of the Building.

3. Restriction as to Expenditure of Funds. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Funds to rehabilitate and restore the Building.

4. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of Paragraphs 10 and 11, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantor's covenant herein shall be limited to funds reasonably available therefor. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

5. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 10 and 11;

- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Commission; and
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

6. Conditional Rights Requiring Town Approval. Subject to Paragraphs 4 and 5 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the exterior of the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any exterior changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of Paragraph 4, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines.

7. Grantor's Rights Not Requiring Further Approval of Town. Subject at all times to the provisions of Section 2 and 5 of this Restriction, the following rights, uses and activities of or by the Grantor on, over or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
 - (i) are permitted by governmental statute or regulation;
 - (ii) do not substantially impair the preservation values of the Building and Property; and
 - (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 4, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of

in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make material exterior changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 8.

8. Review of Grantor's Requests for Approval. Grantor shall submit to the Commission, for the Commission's approval of those conditional rights set out at Paragraphs 2 and 6, two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval following the passage of time, provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

9. Standards for Review. In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

10. Casualty Damage or Destruction. In the event that the Building or Property shall be damaged or destroyed by fire or other casualty, Grantor shall promptly notify the Town in writing (but in no event later than seven (7) days after such casualty), such notification including what, if any, emergency work has been completed. No exterior repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Building or to protect public safety shall be undertaken by Grantor without the Town's prior written approval. Within thirty (30) days of the date of such damage or destruction, Grantor at Grantor's expense shall submit to the Town a written report prepared by a qualified restoration architect and an engineer acceptable to the Town, which report shall include the following:

- a. An assessment of the nature and extend of the damage to the exterior an interior of the Building;
- b. A determination of the feasibility of the repair and restoration to the Building;
and

- c. A detailed description of the repair and restoration work necessary to return the Building to the condition existing at the date hereof, or subsequently approved by the Commission.

11. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 10 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 12, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, then Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration or reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 12, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction then Grantor may, with prior written consent of the Commission, which consent will not be unreasonably withheld, conditioned, or delayed, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, and Grantor and Town may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 24 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 12, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and bylaws. Arbiter shall have experience in historic preservation matters.

12. Insurance. Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

13. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Town, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any

person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Town or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Town pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

14. Written Notice. Any notice which either Grantor or the Town may desire to give or be required to give to the other party shall be in writing and shall be delivered by overnight courier postage prepaid, registered or certified mail with return receipt requested, or hand delivery as follows:

To Grantor: BELMONT WOMAN'S CLUB
Attn: President
661 Pleasant Street
Belmont, Massachusetts 02478

With a copy to: Sami S. Baghdady, Esq.
Baghdady Law Offices
382 Massachusetts Avenue
Arlington, MA 02474

To Town: BELMONT HISTORIC DISTRICT COMMISSION
455 Concord Avenue
Belmont, Massachusetts 02478

With copies to: THE TOWN OF BELMONT
Attn: Town Administrator
455 Concord Street
Belmont, Massachusetts 02478

George A. Hall, Jr., Esq.
Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, MA 02109

Each party may change its address set forth herein by written notice to the other party given pursuant to this section.

15. Evidence of Compliance. Upon request by Grantor, Town shall promptly furnish Grantor with certification that, to the best of Town's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Town's knowledge thereof.

16. Inspection. With the consent of Grantor, Town or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

17. Town's Remedies. The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Agreement, including a failure to expend such Funds for their intended purposes, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Town for any costs or expenses incurred in connection with Town's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this Restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

18. Notice from Government Authorities. Grantor shall deliver to Town copies of any notice of violation or lien relating to the Building or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Town, Grantor shall promptly furnish Town with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

19. Notice of Proposed Sale. Grantor shall promptly notify Town in writing of any proposed sale of the Property and provide the opportunity for Town to explain the terms of the Restriction to potential new Grantors prior to sale closing.

20. Runs with the Land. Except as provided in Paragraphs 10 and 11, the restrictions, obligations and duties set forth in this Restriction shall, for a period of twenty (20) years from its Effective Date, run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the right of the Commission to enforce this Restriction. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Town, their respective

successors in interest and all persons hereafter claiming under or through Grantor and Town, and the words “Grantor” and “Town” when used herein shall include all such persons. Any right, title or interest herein granted to Town also shall be deemed granted to each successor and assign of Town and each such following successor and assign thereof, and the word “Town” shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be incorporated by express reference in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

21. Assignment. Town may convey, assign or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, include the preservation of buildings or historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment or transfer by Town, such approval not be unreasonably withheld.

22. Alternate Designee. Town may, at its discretion, remove and replace the Commission as its designee to administer, manage and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

23. Recording and Effective Date. Town shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the Town of Belmont and the Belmont Historical Commission, its being approved by the Massachusetts Historical Commission and its being recorded with the Middlesex South Registry of Deeds.

24. Extinguishment. Grantor and Town hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the Town of Belmont and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

25. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Town shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses

reasonably incurred by Grantor and Town in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

26. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use and contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Town. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Agreement.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Town of such conflict and shall cooperate with Town and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

27. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Town may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Town under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Building

and the Purpose of this Restriction shall not affect its duration; shall not permit any private increment to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Middlesex South Registry of Deeds. Nothing in this paragraph shall require Grantor or Town to agree to any amendment or to consult or negotiate regarding amendment.

28. Termination. Notwithstanding any provision of this instrument to the contrary, the term of this Restriction shall be twenty (20) years from the Effective Date.

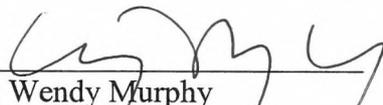
29. Archaeological Activities. The conduct of archaeological activities on the Property, including without limitation survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Town and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

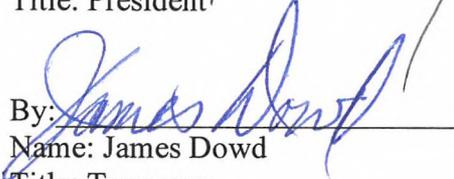
[Signatures on following pages]

EXECUTED under seal as of the date first written above.

GRANTOR:

BELMONT WOMAN'S CLUB

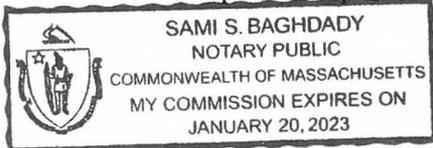
By: 
Name: Wendy Murphy
Title: President

By: 
Name: James Dowd
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 16th day of May, 2022, before me, the undersigned notary public, personally appeared Wendy Murphy, President of Belmont Woman's Club, proved to me through satisfactory evidence of identification, which was her Massachusetts Driver's License, 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 President of Belmont Woman's Club, a Massachusetts nonprofit corporation.



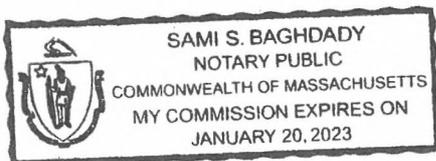


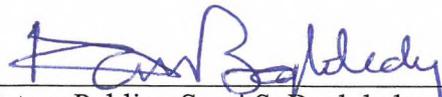
Notary Public: Sami S. Baghdady
My Commission Expires: January 20, 2023

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 16 day of May, 2022, before me, the undersigned notary public, personally appeared James Dowd, Treasurer of Belmont Woman's Club, proved to me through satisfactory evidence of identification, which was his Massachusetts Driver's License, 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 Treasurer of Belmont Woman's Club, a Massachusetts nonprofit corporation.





Notary Public: Sami S. Baghdady
My Commission Expires: January 20, 2023

ACCEPTANCE BY THE BELMONT HISTORIC DISTRICT COMMISSION

Carol Moyles, Co-Chair

Carl Solander, Co-Chair

Stefan Ahlblad

Jacqueline Appel

Michael Chesson

Drew Nealon

Nushin Yazdi

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Carol Moyles, Member of the Belmont Historic District Commission, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Member of the Belmont Historic District Commission.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Carl Solander, Member of the Belmont Historic District Commission, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Member of the Belmont Historic District Commission.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Stefan Ahlblad, Member of the Belmont Historic District Commission, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Member of the Belmont Historic District Commission.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Jacqueline Appel, Member of the Belmont Historic District Commission, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Member of the Belmont Historic District Commission.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Michael Chesson, Member of the Belmont Historic District Commission, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Member of the Belmont Historic District Commission.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Drew Nealon, Member of the Belmont Historic District Commission, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Member of the Belmont Historic District Commission.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Nushin Yazdi, Member of the Belmont Historic District Commission, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose, as Member of the Belmont Historic District Commission.

Notary Public:
My Commission Expires:

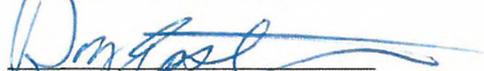
ACCEPTANCE AND APPROVAL BY THE TOWN OF BELMONT

We, the undersigned being a majority of the members of the Select Board of the Town of Belmont, Massachusetts, hereby certify that at a meeting held on July 18, 2022, we voted to approve and accept the foregoing Historic Preservation Restriction by the Town of Belmont and through the Belmont Historic District Commission, pursuant to Massachusetts General Laws, chapter 184, section 32, and also hereby certify at said meeting we made a finding that this Restriction is in the public interest.

Select Board of the Town of Belmont


Mark A. Paolillo, Chair

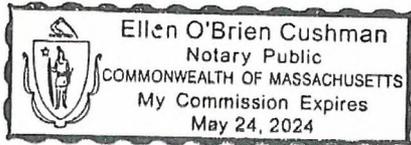

Adam Dash, Vice Chair


Roy Epstein

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 18th day of July, 2022, before me, the undersigned notary public, personally appeared Mark A. Paolillo, Chair of the Select Board for the Town of Belmont, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Chair of the Select Board of the Town of Belmont.

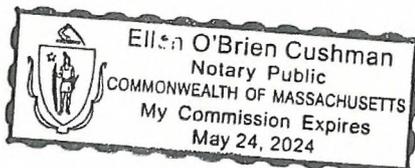


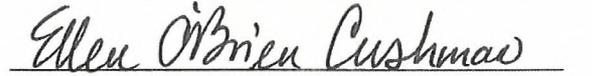

Notary Public:
My Commission Expires: May 24, 2024

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 18th day of July, 2022, before me, the undersigned notary public, personally appeared Adam Dash, Vice Chair of the Select Board for the Town of Belmont, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Vice Chair of the Select Board of the Town of Belmont.




Notary Public:
My Commission Expires: May 24, 2024

COMMONWEALTH OF MASSACHUSETTS

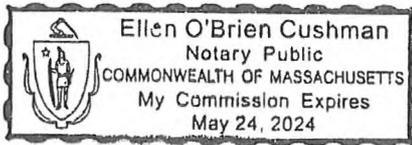
COUNTY OF MIDDLESEX

On this 18th day of July, 2022, before me, the undersigned notary public, personally appeared Roy Epstein, Member of the Select Board for the Town of Belmont, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Member of the Select Board of the Town of Belmont.

Ellen O'Brien Cushman

Notary Public:

My Commission Expires: May 24, 2024



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the foregoing preservation restrictions have been approved pursuant to M.G.L. Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____
Name: Brona Simon
Title: Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was _____, 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 Executive Director and Clerk of the Massachusetts Historical Commission.

Notary Public:
My Commission Expires:

EXHIBIT A

Legal Description of Property

A certain parcel of land with the buildings thereon situated in Belmont, Middlesex County, Massachusetts, bounded as follows: beginning at the corner of Pleasant Street and Concord Avenue, and thence running northerly on said Pleasant Street twenty-one and a half (21 ½) rods, thence westerly on land formerly of Charles Wellington nineteen (19) rods to said Concord Avenue, and thence southeasterly on said Concord Avenue twenty-nine (29) rods to the point of beginning, containing one acre three quarters and ten rods, according to Plan made by S. P. Fuller, dated March 27, 1826, be said measurements more or less, excepting from the above description such portions of said land as have been taken by the Town of Belmont for highway purposes.

Source: Middlesex South Registry of Deeds, Book 5069, Page 404.

EXHIBIT B

Assessor's Map

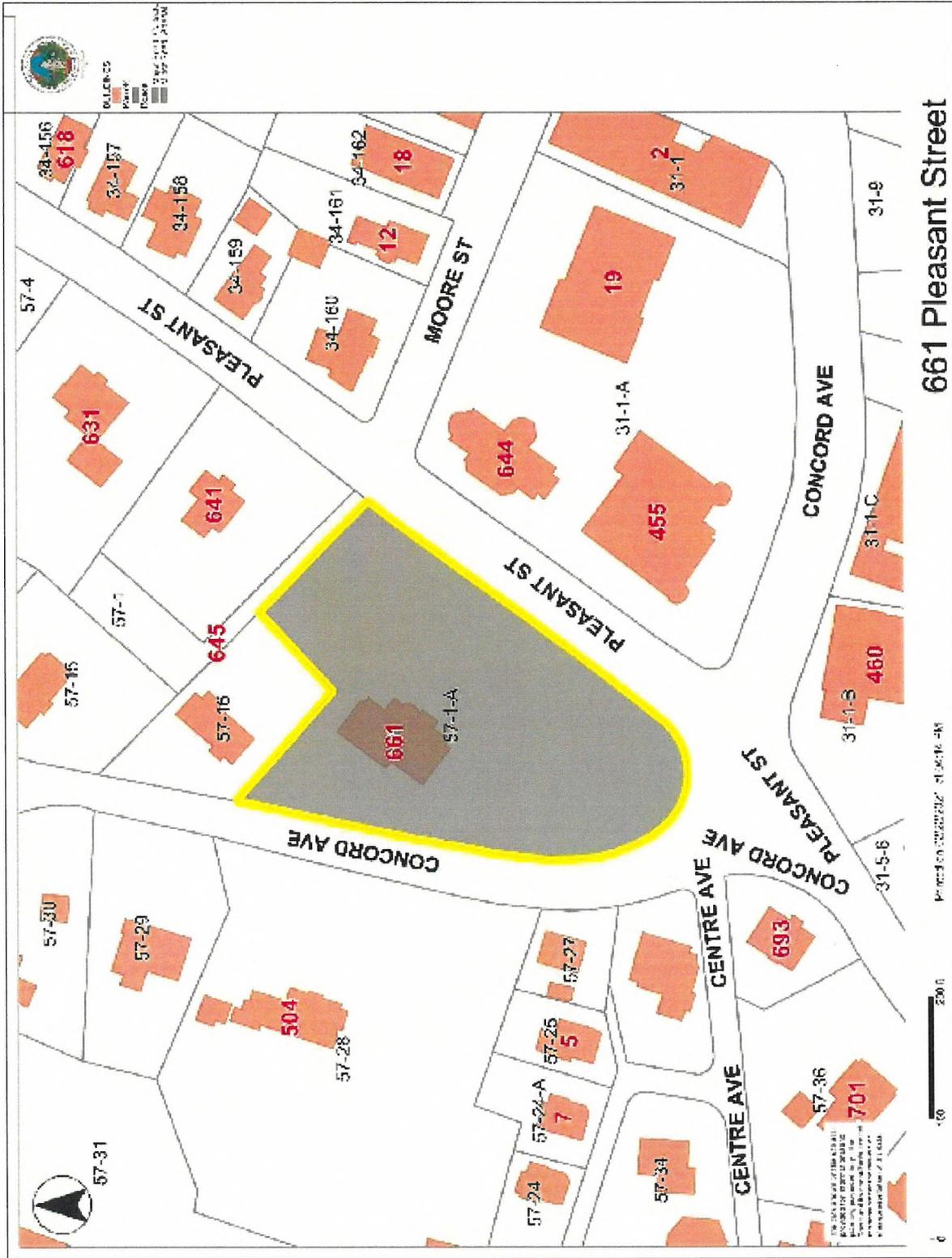


EXHIBIT C

Fourteen (14) Baseline Photographs taken February 2021



Photo 1: Side view from southwest. February 2021.



Photo 2: South elevation. February 2021.



Photo 3: South and west elevations. February 2021.

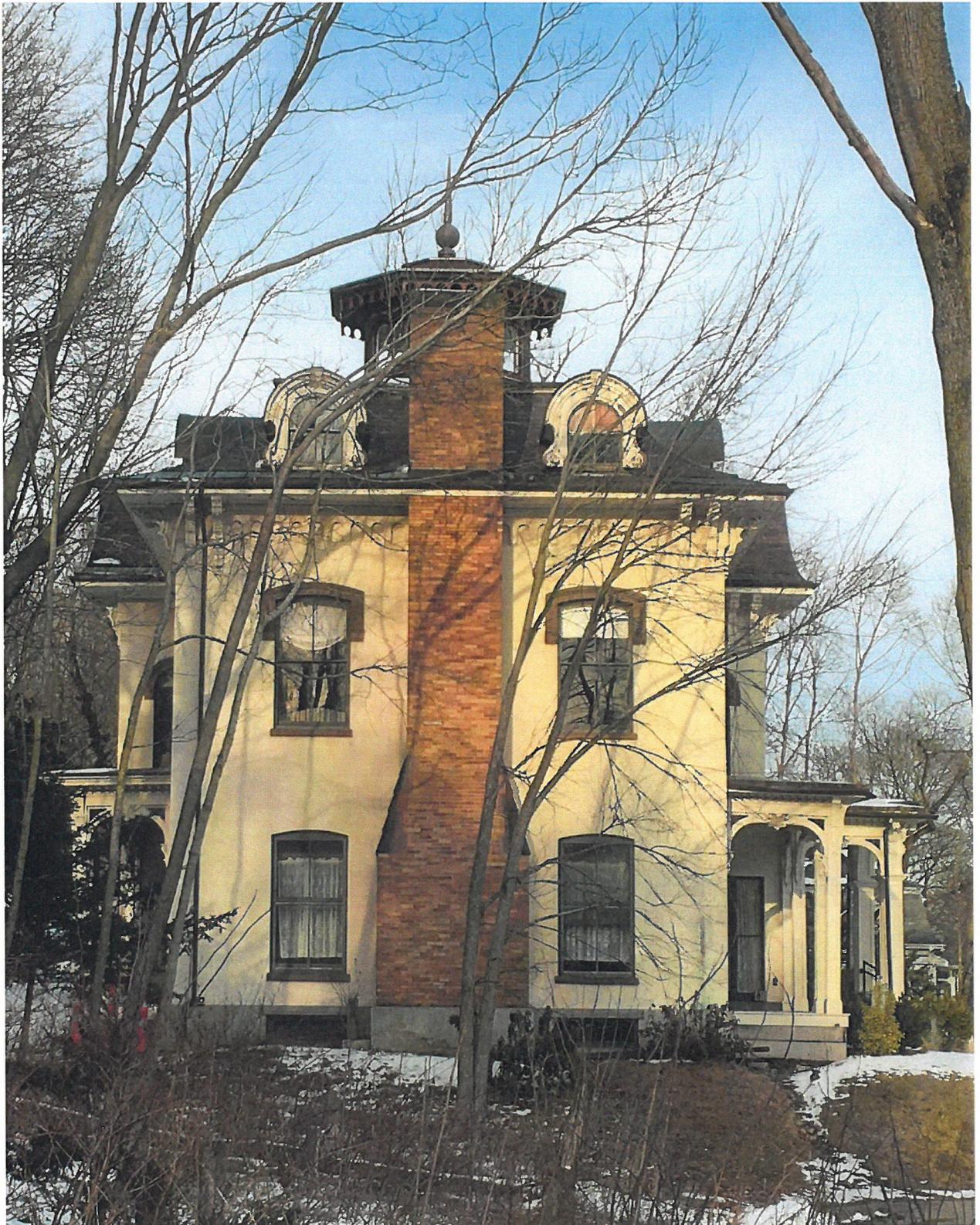


Photo 4: West elevation. February 2021.



Photo 5: West and north elevations. February 2021.



Photo 6: North elevation. February 2021.



Photo 7: North and east elevations. February 2021.



Photo 8: East and north elevations. February 2021.



Photo 9: East and south elevations. February 2021.



Photo 10: Closer view showing details (south) . February 2021.



Photo 11: Closer view showing details (southwest) . February 2021.



Photo 12: Closer view showing details (northwest) . February 2021.



Photo 13: Closer view showing details (north) . February 2021.



Photo 14: Closer view showing details (southeast) . February 2021.

EXHIBIT D

Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify Section 2 of the terms of the Restriction, which addresses exterior alterations to 661 Pleasant Street, Belmont, Massachusetts. Under this section permission from the Town is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the consent of the Town.

In an effort to explain what constitutes a minor alteration, and what constitutes a major change that must be reviewed by the Town, the following list has been developed. This is not a comprehensive list, and it is provided for illustrative purposes only. It is only a sampling of some of the more common alterations which may be contemplated by building owners. In the event of a conflict between these Guidelines and the Restriction, the Restriction shall control.

PAINT

Minor - Hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, etc. Installation of a standard handicapped access ramp.

Major - Large-scale repair or replacement of cladding or roofing. Other than a standard handicapped access ramp, change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the Town and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the Town in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the Town to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. The Town will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

EXECUTED under seal as of the date first written above.

GRANTOR:

BELMONT WOMAN'S CLUB

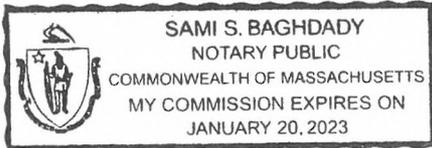
By: [Signature]
Name: Wendy Murphy
Title: President

By: [Signature]
Name: James Dowd
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 16th day of May, 2022, before me, the undersigned notary public, personally appeared Wendy Murphy, President of Belmont Woman's Club, proved to me through satisfactory evidence of identification, which was her Massachusetts Driver's License, 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 President of Belmont Woman's Club, a Massachusetts nonprofit corporation.

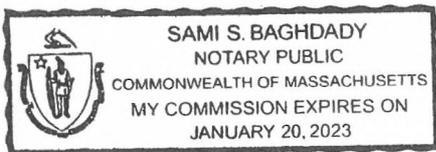


[Signature]
Notary Public: Sami S. Baghdady
My Commission Expires: January 20, 2023

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 16th day of May, 2022, before me, the undersigned notary public, personally appeared James Dowd, Treasurer of Belmont Woman's Club, proved to me through satisfactory evidence of identification, which was his Massachusetts Driver's License, 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 Treasurer of Belmont Woman's Club, a Massachusetts nonprofit corporation.



[Signature]
Notary Public: Sami S. Baghdady
My Commission Expires: January 20, 2023