

DEED REFERENCE: BOOK 1661, PAGE 23

**PLAN REFERENCES:**

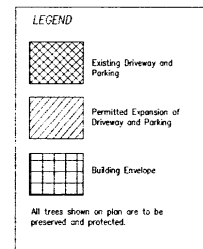
- \* PLAN NO. 122 OF 1955 IN BOOK 8402, PAGE 70
- \* PLAN BOOK 32, PLAN 2
- \* COUNTY LAYOUT: RELOCATION OF A PORTION OF CONCORD AVE. 1950. ON FILE AT THE REGISTRY OF DEEDS.
- \* COUNTY LAYOUT: PLEASANT STREET, BELMONT 1879. ON FILE AT THE REGISTRY OF DEEDS.

FOR REGISTRY USE

# Plan of CONSERVATION RESTRICTION

for  
661 Pleasant Street  
Belmont, Massachusetts

Prepared for the  
**BELMONT LAND TRUST  
AND  
BELMONT WOMAN'S CLUB**



LANDSCAPE DESIGN AND RESTRICTION AREA  
DELINEATION BY: NESTLER LAND DESIGN,  
MARGARET NESTLER, CLD  
978.456.9581  
WWW.NESTLERLANDDESIGN.COM

BOUNDARY SURVEY BY:  
BOWDITCH & CRANDALL, INC.  
54 MYSTIC ST.  
ARLINGTON, MA.  
781-641-9600

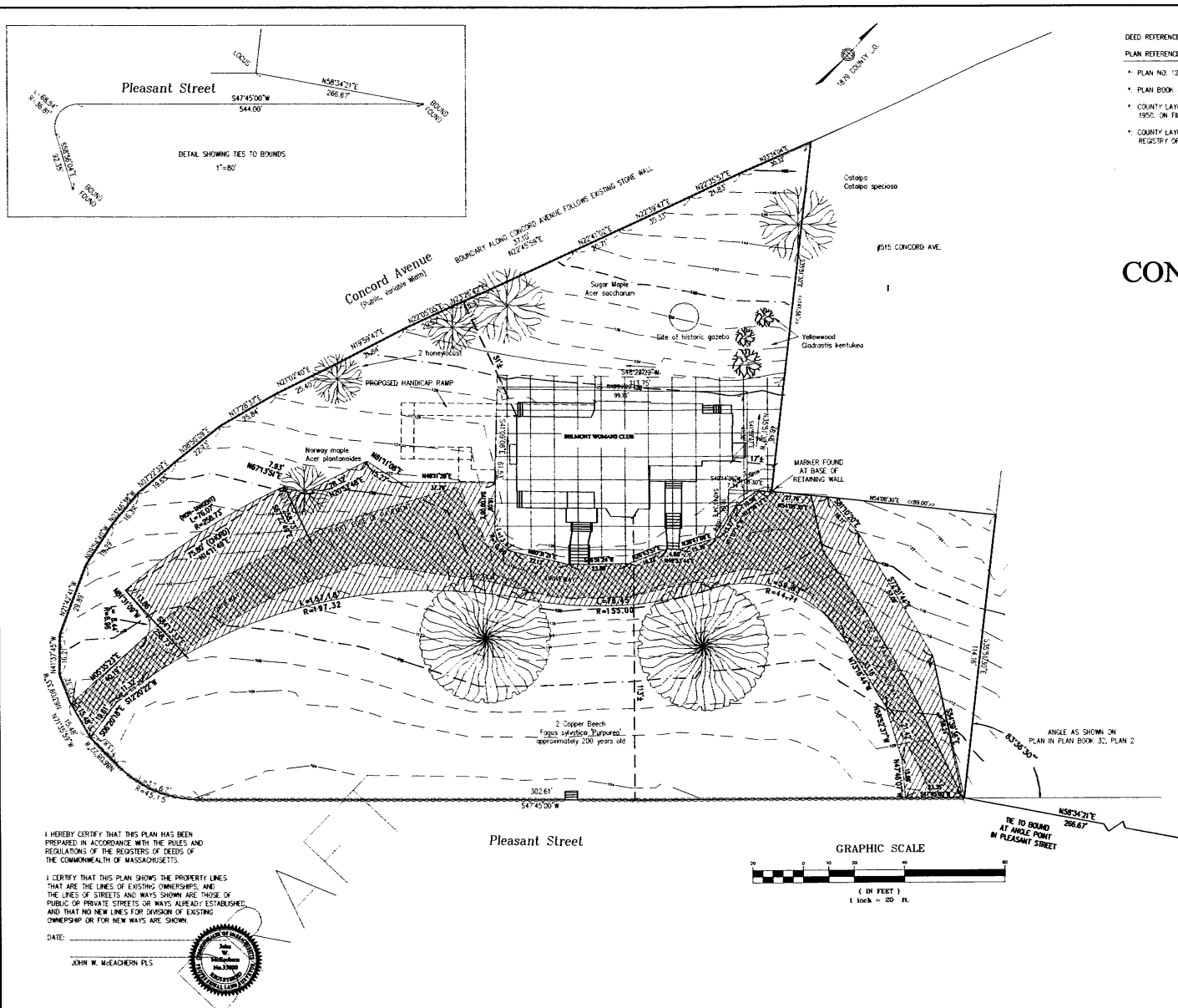
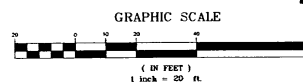
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

DATE: \_\_\_\_\_  
JOHN W. McADAMER PLS



Pleasant Street



# BELMONT WOMAN'S CLUB

BELMONT,  
MASSACHUSETTS

## SITE ASSESSMENT

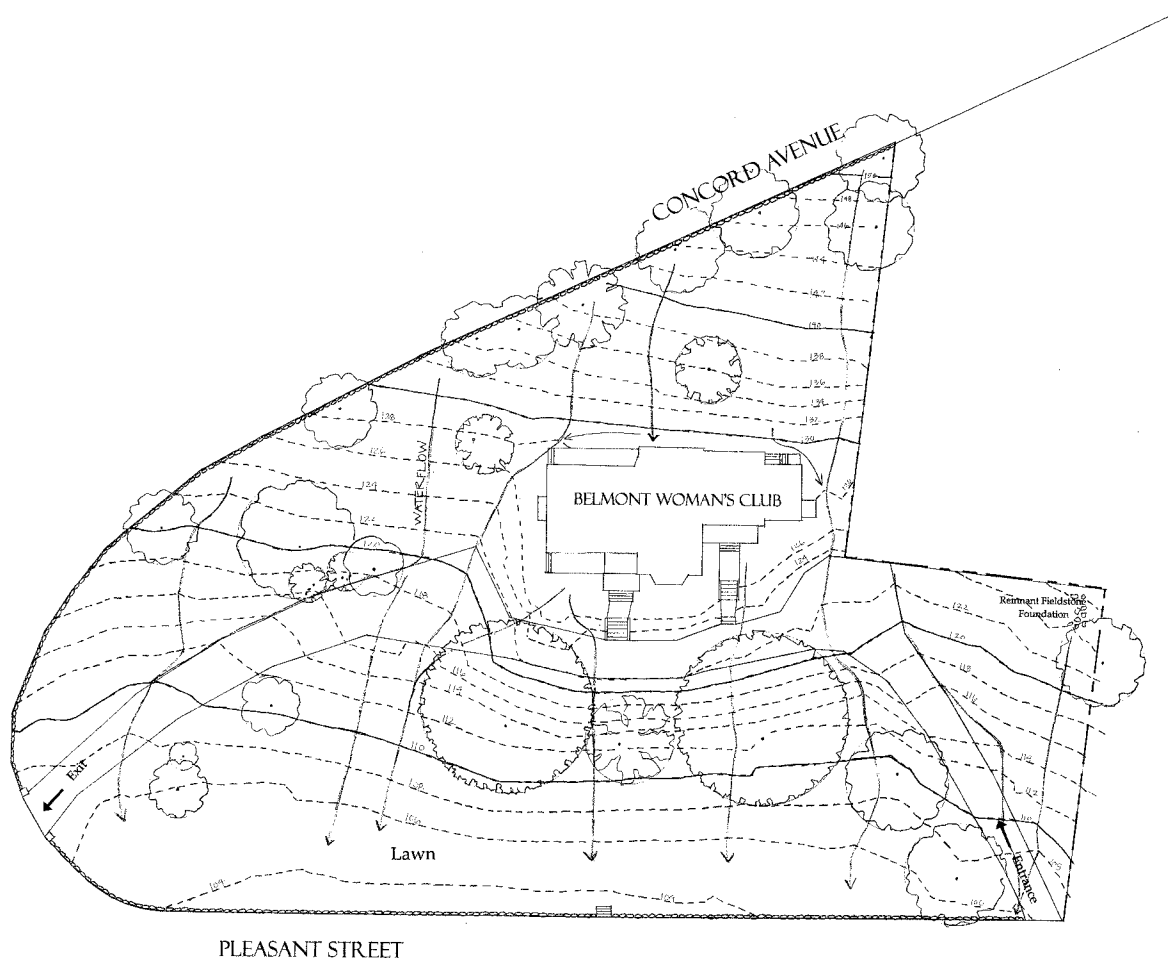
*prepared for the  
Belmont Land Trust*

## TOPOGRAPHY HYDROLOGY

REEVE NESTLER  
LAND DESIGN

*Polly Reeve and Peggy Nestler  
certified landscape designers  
978.369.1292 ~ 978.456.3029*

SEPTEMBER 28, 2006



BELMONT  
WOMAN'S CLUB

BELMONT,  
MASSACHUSETTS

SITE ASSESSMENT

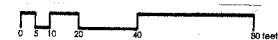
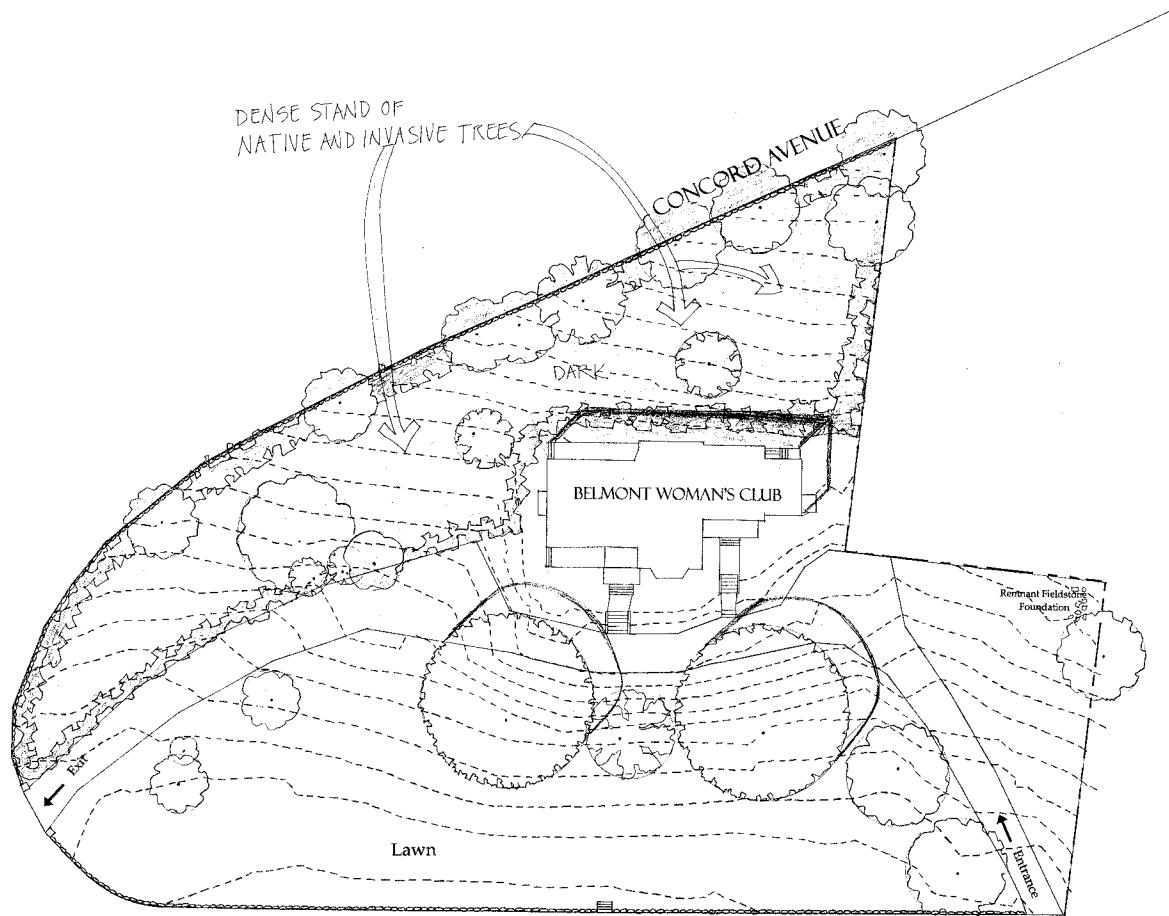
*prepared for the  
Belmont Land Trust*

SHADOW  
PATTERNS

REEVE NESTLER  
LAND DESIGN

*Polly Reeve and Peggy Nestler  
certified landscape designers  
978.369.1292 - 978.456.3029*

SEPTEMBER 28, 2006



# BELMONT WOMAN'S CLUB

BELMONT,  
MASSACHUSETTS

## SITE ASSESSMENT

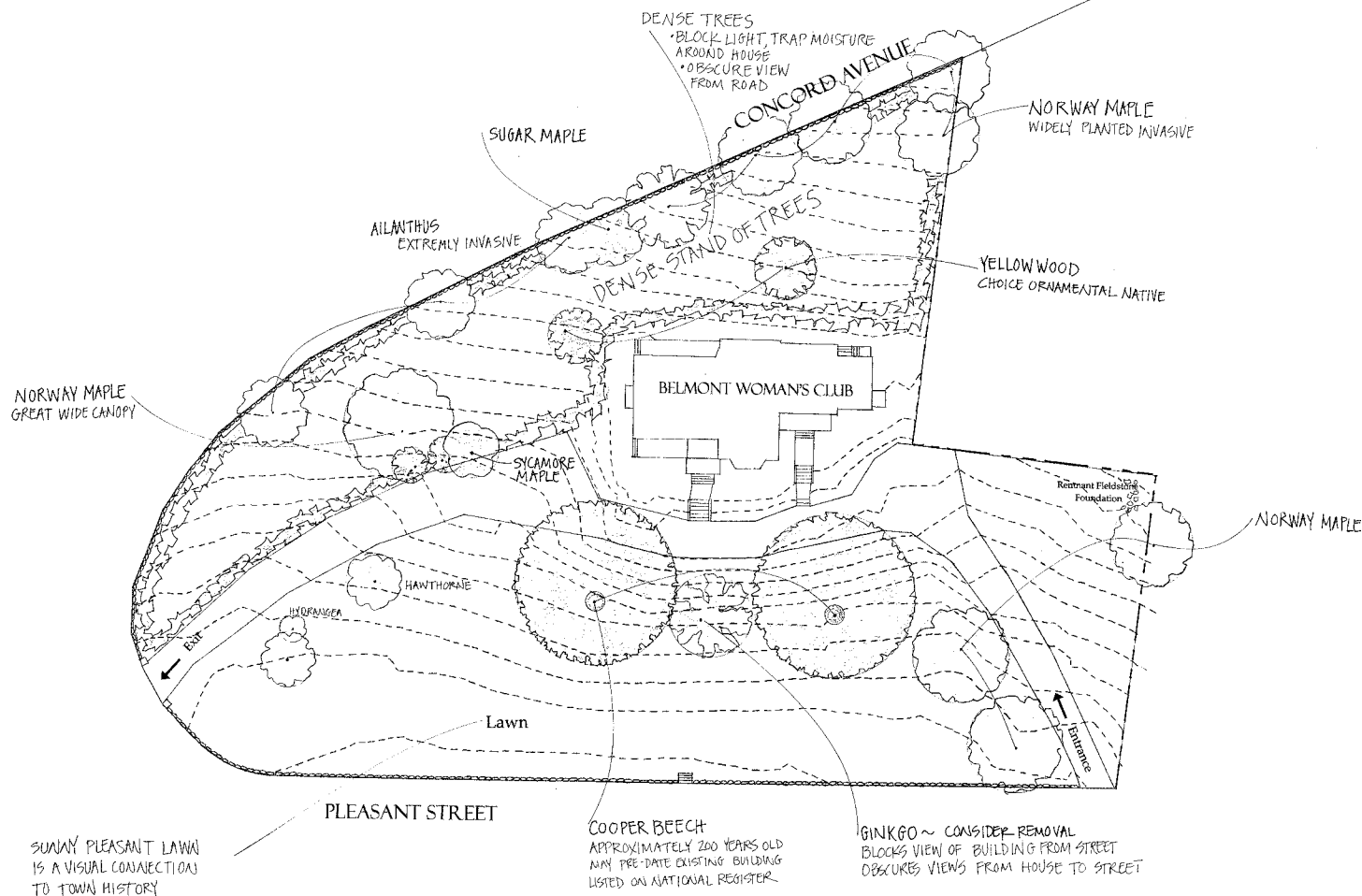
prepared for the  
*Belmont Land Trust*

## VEGETATION

### REEVE NESTLER LAND DESIGN

*Polly Reeve and Peggy Nestler*  
certified landscape designers  
978.369.1292 ~ 978.456.3029

SEPTEMBER 28, 2006



**BELMONT  
WOMAN'S CLUB**  
BELMONT,  
MASSACHUSETTS

**SITE ASSESSMENT**

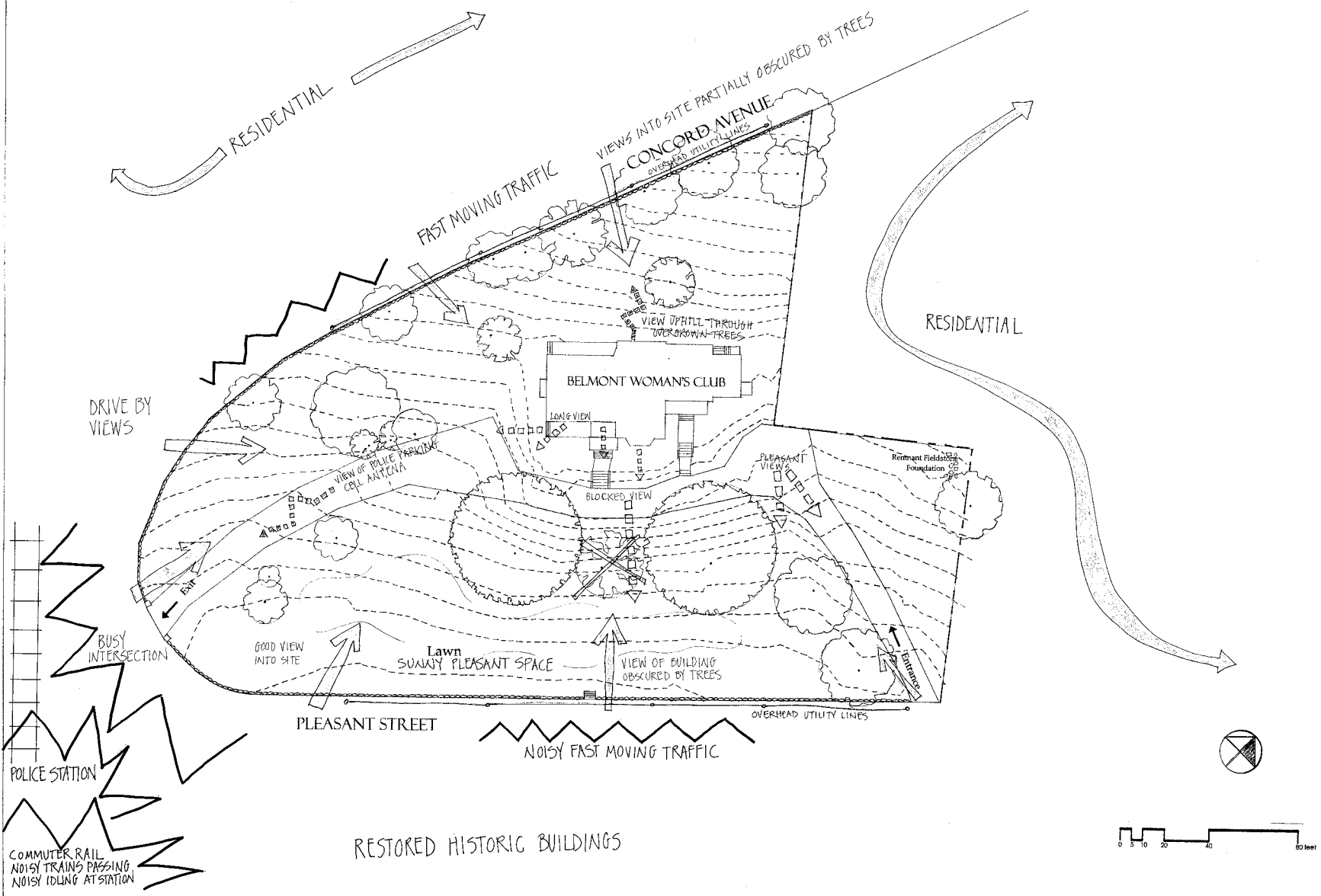
*prepared for the  
Belmont Land Trust*

**SENSORY**

**REEVE NESTLER  
LAND DESIGN**

*Polly Reeve and Peggy Nestler  
certified landscape designers  
978.369.1292 - 978.456.3029*

SEPTEMBER 28, 2006



9/14



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Page: 1 of 14 07/28/2010 02:08 PM

GRANT  
OF  
CONSERVATION RESTRICTION

The Belmont Woman's Club, a Massachusetts non profit organization, with an address of 661 Pleasant Street, Belmont, Massachusetts, for its successors and assigns, (the "Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, grants to the Belmont Land Trust, Inc., a Massachusetts charitable corporation with a principal address of P.O. Box 79138, Belmont, MA 02479, its permitted successors and assigns (the "Grantee") in perpetuity and exclusively for conservation purposes, the following Conservation Restriction over a portion of a parcel of land located in the Town of Belmont, Massachusetts. The Grantor's property, constituting a total of approximately 62,403 square feet of which the Conservation Restriction Area is a part, is described in Exhibit A attached hereto and made a part hereof. The portions of the Grantor's property, which are subject to the Conservation Restriction, hereafter referred to as the "Conservation Restriction Area", are shown and delineated on a plan to be filed herewith as "Plan of Conservation Restriction for 661 Pleasant Street, Belmont, Massachusetts, " (hereinafter "the Plan") and made a part hereof.

I. PURPOSES:

The Conservation Restriction Area is comprised of approximately 54,854 square feet of land, and is currently predominately undeveloped open space surrounding the historic Homer House located within the local Pleasant Street Historic District and directly opposite the historic National Register "Town Hall Complex". The Conservation Restriction will preserve a very visible and prominent historic landscape as well as valuable open space in a densely developed urban environment. The purpose of this Conservation Restriction is to assure that a historically important portion of Belmont Center will be maintained in its current condition as set forth in baseline documentation in perpetuity, predominantly in an open, scenic and undeveloped condition, and to prevent any use or change that would significantly impair or interfere with its conservation and preservation values or its contribution to historic resources while preserving or enhancing public views of an valuable historic asset. These values include the following:

A. Scenic/Aesthetic Values

The Conservation Restriction Area serves as a source of significant scenic open space as well as an historic landscape of value to the residents of both the Town of

Moschella + Winston  
440 Broadway  
Somerville MA 02145

2010/533

Belmont and the Commonwealth of Massachusetts. The open, scenic, and natural condition of the area in front of the Homer House contributes to the preservation of the Town of Belmont's unique character.

This portion of the Conservation Restriction Area facing Pleasant Street consists mostly of landscaped lawn area with two massive ancient copper beech trees dating at least from the period of the construction of the Homer House itself (1853) as well as a few sundry plantings added in later years which contribute to the scenic, natural condition of the general area as it appears to vehicles and pedestrians traveling on Pleasant Street, a major through fare, by providing a vista of historic open space and undeveloped land that lies close to the center of Belmont. The wooded area on Concord Avenue in the rear of the property provides wildlife habitat as well as containing several mature specimens of native trees.

#### B. Historic Resources

This Conservation Restriction will protect the integrity of historic vistas and the site of an historic house, which presently provide the public with unobstructed views from Pleasant Street of the Italianate house built by William Flagg Homer, uncle of the renowned artist Winslow Homer whose early works included paintings and sketches in and around the house and property. The famous "Croquet Scene" now in the collection of the Chicago Museum of Fine Arts is believed to have been set on the front lawn of his uncle's house.

The two copper beech trees which appear in the painting themselves were a Massachusetts state entry in the American Forests program entitled "Famous and Historic Trees".

### II. BINDING EFFECT, PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

#### A. Binding Effect

The Grantor covenants that the Conservation Restriction Area as well as the Building Envelope shown on the Plan will at all times be held, used and conveyed subject to and not used in violation of the following restrictions which shall run with the Conservation Restriction in perpetuity.

#### B. Prohibited Acts and Uses

The construction, within the Building Envelope shown on the Plan, of any structure which would extend outside the existing building footprint or which would exceed the elevation of the existing building itself, with the exception of patios, walkways, steps or handicap access ramps and lifts. Subject to the exceptions set forth herein and in subparagraph C, below, the Grantor will neither perform nor allow others to perform the following acts and uses above or below the Conservation Restriction Area as shown and delineated on the Plan.

- (1) Mining, excavation, dredging or removing from the Conservation Restriction Area soil, loam, peat, gravel, sand, rock or other mineral resources or natural deposits or otherwise make substantial topographical changes to this area;
- (2) Construction or placing of any temporary or permanent structures, including but not limited to sheds, buildings, tennis courts, swimming pools, greenhouses, landing strips, mobile homes, skating rinks, asphalt, concrete or other forms of impervious pavement, antennae and cell towers, satellite dishes, free standing electric meters, signs, billboards, or other advertising displays, with the exception that the existing driveway maybe expanded to the boundary limits as are delineated on the Plan;
- (3) The construction of utility poles, towers, conduits, lines or other temporary or permanent structures or facilities on, below, or above the Conservation Restriction Area, with the exception of utility services to the Grantor's unrestricted property, in which case the utilities, unless in existence prior to the date hereof, shall be placed underground;
- (4) Installation of underground storage tanks or the placing, filling, storing or dumping on the Conservation Restriction Area of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever, whether or not generated on the Grantor's property;
- (5) Cutting, removing, or otherwise destroying the particular trees that have been designated to be preserved on the Plan; or otherwise cutting, removing or pruning trees except as may be permitted under paragraph C herein;
- (6) Activities detrimental to drainage flood control, water conservation, water quality, erosion control, soil conservation or wildlife habitat and the scenic values protected herein;
- (7) Removal or destruction within the Building Envelope of the Homer House itself or any existing stone walls or historic boundary markers within the Conservation Area;
- (8) Use of said Conservation Restriction Area for commercial or industrial purposes, except that this shall not prohibit the casual use of the premises as an adjunct to the use of the house located on the property for event rental or other temporary private or public use;
- (9) Use of trails and walkways for any and all motorized vehicles with the exception of emergency vehicles in the performance of official duties or the parking of automobiles on the Conservation Area except as permitted under paragraph C herein;
- (10) The subdivision of the Premises, or use of the Premises under applicable laws and regulations towards development or the increase of the permitted



development density thereof of this or any other property, and

(11) Any other use that materially impairs the purposes of this Conservation Restriction.

C. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses

Notwithstanding any of the Prohibited Acts and Uses in subparagraph B above, all other customary rights and privileges of ownership, including the right to privacy and the right to conduct or permit the following activities and uses on the Conservation Restriction Area, are permitted and reserved to and for the use of the Grantor, its legal representatives, successors and assigns, provided they do not materially impair the values or purposes of this Conservation Restriction:

(1) The right to use the existing or expanded driveway shown on the Plan for normal access, egress and short term parking by motorized vehicles;

(2) The construction and maintenance of unpaved trails or flagstone paths for walking;

(3) Construction and maintenance of historically appropriate sight pervious fences, gates, steps, railings, stone walls, trellises, or other similar structures on the Conservation Restriction Area as well as the reconstruction, use and maintenance of an historic gazebo located in the area delineated on the Plan. Plans for said reconstruction shall be submitted to the Grantee for approval prior to initiation of construction if for any reason they have not been approved in due course by the appropriate Historic District Commission;

(4) Construction of a handicap ramp in the area so delineated on the Plan and, if and only when constructed, a stone patio within its confines;

(5) Selective pruning, thinning and cutting of trees and their shrub under story, except those that must be preserved as provided in Section B (5) herein, to improve public views of the premises, to remove hazards, disease, insect, storm or fire damage and for the removal of invasive species, tick control, or otherwise to preserve or improve the present condition of the Conservation Restriction Area;

(6) The temporary stockpiling and composting of tree and bush limbs and similar biodegradable materials originating on the Premises in locations where the presence of such materials will not have a deleterious impact on public vistas or other purposes of this Conservation Restriction;

(7) Selective planting of trees, shrubs and plant species so long as such plantings do not now or will not in the future substantially interfere with the existing views of the property from a public way;

(8) The maintenance, repair and replacement of existing underground facilities, with written notice to the Grantee, so long as any ground disturbance is restored to its original and naturally vegetated condition;

(9) The erection, maintenance and replacement of signs with respect to trespass, identity and address of occupants, sale of the property, the Grantee's interest in the property and the protected conservation values;

(10) The conduct of archeological activities, including, without limitation, survey, excavation and artifact retrieval, in accordance with and following submission of an archeological field investigation plan and its approval by the Grantee and the State Archeologist of the Massachusetts Historical Commission (or appropriate successor official).

(11) Such other non-prohibited activities requested by the Grantor and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is consistent with, and does not materially impair, the purposes or conservation values of the Premises.

The exercise of any right reserved by Grantor under this paragraph C shall be in compliance with the municipality's then-current zoning by-law or ordinance, the Wetlands Protection Act (General Laws Chapter 131, Section 40) and all other applicable federal, state and local law and regulations. The inclusion of any reserved right in this paragraph C requiring a permit from a public agency does not imply that Grantee or the Commonwealth takes any position on whether such permit should be issued.

### III. LEGAL REMEDIES OF THE GRANTEE

#### A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings, and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Conservation Restriction Area to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

Grantee shall attempt to resolve issues concerning violations through negotiations with Grantor prior to resorting to legal means and the event of a dispute over the location of the boundaries of the Conservation Restriction Area the Grantor agrees to allow, and reimburse the Grantee if necessary, a survey thereof and the installation of permanent boundary markers.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation

thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

#### B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

#### C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Conservation Restriction Area, as it may exist either before or after the grant of the restriction, including compliance with hazardous materials or other environmental laws and regulations, not caused by Grantee or its agents

### IV. ACCESS

This Conservation Restriction does not grant to the Grantee, to the public, or to any other person or entity any right to enter upon the Conservation Restriction Area without the explicit invitation of the Grantor except as follows:

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Conservation Restriction Area upon reasonable notice and at reasonable times, for the purpose of inspecting the Conservation Restriction Area to determine compliance herewith, of enforcing this Conservation Restriction, and of taking any and all actions with respect to the Conservation Restriction Area as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to have a survey of boundary lines conducted at the Grantee's expense.

### V. LIABILITY INSURANCE

The Grantor shall maintain general liability insurance coverage on the Conservation Restriction Area.

### VI. VALUATION OF CONSERVATION RESTRICTION

#### A. Grantee's Receipt of Property Right

The Grantor and Grantee agree that the donation of this Conservation Restriction gives rise for the purposes of Article VI to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the

unrestricted property at that time.

B. Value of Grantee's Property Right

Such proportionate value of the Grantee's property right shall remain constant.

C. Right of Grantee to Recover Proportional Value at Disposition

If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, as determined by a court of competent jurisdiction, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Conservation Restriction Area, or part thereof, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

D. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Conservation Restriction Area or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

E. Allocation of Expenses upon Disposition

All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value.

F. Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition

The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

VII. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Conservation Restriction Area in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Conservation Restriction Area.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate

to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

#### C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations there under, and under Section 32 of Chapter 184 of the General Laws of Massachusetts as an eligible donee to receive this Conservation Restriction directly and that Article 97 of the Amendments to the Massachusetts Constitution is complied with if applicable.

### VIII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor divests of any interest in all or a portion of the Conservation Restriction Area, including a leasehold interest. However, a failure to do so shall not impair this Conservation Restriction in any manner.

### IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

### X. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Middlesex South District Registry of Deeds.

### XI. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: The Belmont Woman's Club  
661 Pleasant Street  
Belmont, MA 02478

To Grantee: Belmont Land Trust, Inc.  
P.O. Box 79138  
Belmont, MA 02479

or to such other address as any of the above parties shall designate from time to time by written notice to the other.

## XII. DISCLAIMER OF RELIANCE

The Grantor and the Grantee have each freely entered into this agreement relying solely upon their own knowledge, judgment and counsel and not in reliance upon any representation, advice or information given by the other party or any agent thereof.

## XIII. GENERAL PROVISIONS

### A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

### B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

### C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

### D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

#### XIV. RECORDATION

The Grantee shall record this instrument in timely fashion in the Middlesex South District Registry of Deeds.

#### XV. MISCELLANEOUS

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Conservation Restriction Area, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

No transfer of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall be effective if it will cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger."

This instrument does not purport to be a transfer of a fee interest to the Grantee. No Massachusetts excise tax stamps are affixed hereto as none are required by General Laws Chapter 64D, Section 1, as amended.

WITNESS my hand and seal this 7<sup>th</sup> day of April, 2010.

THE BELMONT WOMAN'S CLUB

By: Sandra J. Kendall  
Sandra J. Kendall, President, duly authorized

#### COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 7<sup>th</sup> day of April, 2010, before me, the undersigned notary public, personally appeared Sandra J. Kendall, proved to me through satisfactory evidence of identification which was known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as President of The Belmont Woman's Club.

Joseph P. Corcoran  
Notary Public  
My Commission Expires:



#### ACCEPTANCE OF GRANT

The above Conservation Restriction accepted this 15th day of April, 2010.

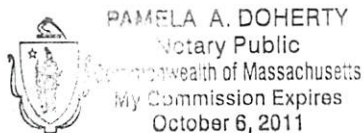
BELMONT LAND TRUST, INC.

By: Neal A. Winston  
Neal A. Winston, President, duly authorized

#### COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 15th day of April, 2010, before me, the undersigned notary public, personally appeared, Neal Winston, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of the Belmont Land Trust, Inc.

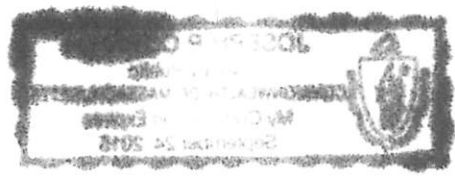


Pamela A. Doherty  
Notary Public  
My Commission Expires:

#### APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Belmont, Middlesex County, Massachusetts, hereby certify that at a meeting duly held on May 17, 2010, the Selectmen voted to approve the foregoing Conservation Restriction to the Belmont Land Trust, Inc. pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.





POSTAGE WILL BE PAID BY ADDRESSEE  
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

Ralph T. Jones  
Selectman

[Signature]  
Selectman

Angelo R. Firenزه  
Selectman

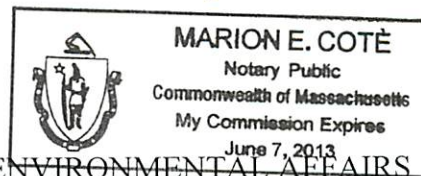
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 18<sup>th</sup> day of May, 2010, before me, the undersigned notary public, personally appeared Ralph T. Jones, Mark A. Paolillo, and Angelo R. Firenزه proved to me through satisfactory evidence of identification which were personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Selectmen for the Town of Belmont.

Marion E. Cote  
Notary Public

My Commission Expires: June 7, 2013



APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Belmont Land Trust, Inc. has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

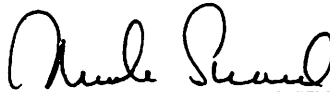
Dated: 6/22, 2010

[Signature]  
Secretary of Energy and Environmental  
Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this 22<sup>nd</sup> day of June, 2010, before me, the undersigned notary public, personally appeared Don A. Bruders proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of the Executive Office of Energy and Environmental Affairs for the Commonwealth of Massachusetts.



Notary Public

My Commission Expires: 12/15/2011

Nicole Sicard

## **EXHIBIT A**

Also a certain parcel of land with the building thereon situated in said Belmont, bounded as follows:

Beginning at the corner of Pleasant Street and Concord Avenue, and thence running northerly on said Pleasant Street Three hundred fifty four and 75/100 (354.75') feet,

Thence westerly on land formerly of Charles Wellington three hundred thirteen and 50/100 (313.50") feet to said Concord Avenue,

Thence southeasterly on said Concord Avenue four hundred seventy eight and 50/100 (478.50") feet 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;

Being the same premises conveyed by deed of Arthur N. Tappen, et al, executors, dated March 1, 1927, recorded at Book 5669 Page 404. Said premises are also conveyed subject to the order of the inhabitants of Belmont for the establishment of a building line on said Pleasant Street under certificate dated May 6, 1919, recorded as a foresaid Book 4256, Page 142. Excepting parcel A shown on plan dated January 10, 1955 and recorded with the Middlesex South Registry of Deeds as plan No. 122 of 1955.

For title reference, see deed to Grantor, Belmont Woman's Club, recorded Middlesex South Registry, Book 5069, Page 405 dated March 1, 1927. See also Plan entitled, "Conservation Restriction for 661 Pleasant Street Belmont, Massachusetts" by Bowditch & Crandall, Inc. dated June 10, 2010, recorded herewith.