

CONSERVATION RESTRICTION B-1

McLean Hospital Property, Open Space Property

Belmont, Massachusetts

I. Grantor Clause:

The McLean Hospital Corporation, a Massachusetts corporation having a usual address of 115 Mill Street, Belmont, MA ("Grantor"), acting pursuant to Sections 31 et seq. of Chapter 184 of the General Laws, grants, with quitclaim covenants, to The Trustees of Reservations, a Massachusetts nonprofit corporation having an address at 572 Essex Street, Beverly, MA 01915, and its successors and assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on certain parcels of land located in the Town of Belmont, Massachusetts, constituting 109.99 +/- acres, said parcels being those identified as "Conservation Restriction Areas" on Exhibit A attached hereto, which Exhibit is based upon a plan titled "McLean Hospital Reuse Master Plan, Belmont, Massachusetts, Prepared By Design Consultants, Inc.," dated February 22, 1999, and recorded in the Middlesex County Registry of Deeds at Book 2005, Page 126 (the "Premises"). For Grantor's title, see deed from Massachusetts General Hospital to McLean Hospital, dated September 30, 1980 and recorded in the Middlesex County Registry of Deeds, Book 14084, Page 0272.

II. Purposes:

The Premises contain unusual, unique or outstanding qualities, the protection of which in their natural or open condition will be of benefit to the public. These qualities include: wooded upland habitat, wetlands, springs, vernal pools, open meadows, native grasses and wildflowers, and significant habitat for native plants and wildlife, scenic vistas and historic landscapes, landscape features and archeological sites; as well as significant scenic beauty and opportunities for passive recreation consistent with the protection of open space and habitat. The mature forest community known as the Eastern Woods and the meadow known as Lone Tree Hill are of high ecological value and provide critical habitat to wildlife. The views looking out west from Lone Tree Hill to the former site of the Metropolitan State Hospital (a significant portion of which has been dedicated as public open space), of the white pines (known as the Pine Allee) along Concord Avenue, and the fields along Mill Street are important for their scenic and historic values. The diversity of natural habitats on the Premises, and its location as part of a regional greenway, make this a parcel of significant ecological and conservation value. Baseline documentation of the conservation values of the Premises has been prepared by Grantee and approved by Grantor and is available for review in the offices of Grantee.

In addition, this Conservation Restriction is an integral part of the Memorandum of Agreement between McLean Hospital and the Town of Belmont, entered into on

RETURN TO
HEMENWAY & BARNES
60 State Street
Boston, MA 02109

Premises: "McLean District", Belmont, MA

November 22, 1999, which required the rezoning of the McLean Hospital property and the establishment of Conservation Restriction B-1 and B-2. Said Memorandum including Conservation Restriction B-1 and B-2 was approved by the Belmont Town Meeting in May 1999 and by Town Referendum in July 1999 after a public process extending over more than three previous years. The adopted zoning provides for the development of a limited amount of land within and adjacent to the historic McLean Hospital campus in the context of conservation in perpetuity of at least 109.99 acres of McLean Hospital open space as provided in Said Restriction B-1 and B-2

III. Land Management Committee:

The Premises shall be under the management responsibility and oversight of the Town of Belmont Land Management Committee established pursuant to the Memorandum of Agreement referenced above and to the Land Use and Management Plan to be entered into between the Grantor and the Town of Belmont. It is the intent of the Land Management Committee to retain the services of a Management Agent pursuant to the Land Use and Management Plan to implement its policies and to perform the day-to-day management activities. Funding for the Management Agent is expected from a dedicated portion of the revenue stream from any and all contracts the Town of Belmont may enter into with private users collocating on the public telecommunications facility.

IV. Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses:

A. Prohibited Acts and Uses. Subject to the exceptions set forth in Paragraph B below, the Premises (including, without limitation, any body of water thereon) shall be continued in their present undeveloped and natural condition and shall not be used for residential, industrial, institutional, or commercial use. The following acts and uses are prohibited on the Premises:

1. Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or below the Premises;

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit; unless such excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit is a temporary activity directly associated with any use or activity permitted herein;

3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material or the installation of underground storage tanks; unless such placing, filling, or storing of soil or other non-toxic, non-

hazardous substance or material is a temporary activity directly associated with any use or activity permitted herein;

4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;

5. The subdivision of the Premises, except as necessary to convey a portion of the Premises to the Town of Belmont, to convey a buffer parcel of less than one-half acre to the owners of the abutting Cosman parcel (provided that in such event, the land so conveyed shall be subject to the further restriction that no portion thereof may be used in calculating lot area, frontage or other zoning dimensional requirements with respect to the abutting Cosman parcel) or to convey the existing recreational field on the Premises;

6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;

7. The use of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as required by the Americans with Disabilities Act (ADA), police, firemen or other governmental agents in carrying out their lawful duties and except for cars, trucks and farm vehicles reasonably necessary for purposes permitted by this Conservation Restriction;

8. Team sport activities, such as soccer, field hockey, baseball or softball (except on the existing "Claflin" recreational field on the Premises as shown on Exhibit A); horseback riding; bicycles; or walking of unleashed dogs;

9. Inclusion of the Premises or any portion thereof as part of the gross area of other property not subject to this Conservation Restriction for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density; and

10. Any other use of the Premises or activity which would materially impair significant conservation interests unless necessary for the protection of the conservation values that are the subject of this Conservation Restriction.

B. Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in paragraph A are permitted, but only if such acts or uses do not materially impair significant conservation interests as determined by the Grantee, and only in accordance with the Plan (as defined in Section C.13):

1. Hiking, cross-country skiing, bird watching, and other similar passive, outdoor recreational uses, provided that such uses are consistent with the conservation purposes of this Conservation Restriction. The members of the public are hereby granted access to the trails shown on a plan approved by the Land Management Committee at its meeting on March 20, 2002. Such plan may be revised pursuant to Section B.2 below, subject to rules and regulations that may be adopted and posted from time to time by Grantee and the Land Management Committee, including the establishment of appropriate buffer zones with adjacent residences as determined by the Land Management Committee;
2. The maintenance, construction, relocation and closure of trails (including maintaining the fire roads to Belmont Fire Department standards) as determined by the Land Management Committee and approved by Grantor and Grantee. Such trails shall be illustrated on a plan reviewed, approved and posted from time to time by the Land Management Committee;
3. Non-motorized biking, provided that such use is approved by the Land Management Committee, the Grantee and the Grantor and is conducted on trail(s) designated for such use and under such conditions as are set by the Land Management Committee and approved by the Grantee and Grantor;
4. The construction, erection and maintenance of signs setting forth restrictions on the use of the Premises or identifying trails, locations, natural features or similar items and, with the prior approval of Grantee, the construction, erection, maintenance and use of kiosks or other minor or temporary structures for educational and management purposes;
5. The mowing of existing fields and meadows, so long as the same is scheduled and conducted in a manner which avoids the nesting season of field birds located at the Premises;
6. The use of emergency response vehicles; and the use of mowers, tractors or other motorized vehicles utilized for upkeep, maintenance and management of the Premises;
7. The right, but not the obligation, to monitor and study, or to permit others to monitor and study, plant and animal populations, plant communities, natural habitats, historic landscapes, landscape features and archeological sites on the Premises, all with prior written approval from Grantee;
8. The right to conduct, or permit others to conduct, management of the Premises for the benefit primarily of native flora and fauna (including ecologically appropriate methods to promote native species and to manage invasive species by chemical or non-chemical means) and/or for the

purpose of identifying and restoring and protecting historic landscapes, landscape features and archeological sites within the Premises, with prior written approval from Grantee;

9. The use of the Premises for educational programs, subject to the approval of the Land Management Committee, designed to increase the public's knowledge, understanding and appreciation of the natural world or of historic and archeological aspects of the Premises, including without limitation the right to conduct tours, nature walks, and ecological, environmental, historic or archeological research;

10. The construction (with the prior approval of Grantee), maintenance and use of parking areas accessory to the recreational, educational and management uses permitted hereunder (but not municipal cemetery use). The construction, maintenance and use of a bike path along the Pleasant Street edge of the Premises;

11. Construction, maintenance and use of vehicular and pedestrian access ways, and infrastructure, (such as drainage, gas, water and sewer systems) serving the unrestricted adjacent land of Grantor (including Zone 6 and the structures at 248 Mill Street), but only within those areas identified as "Vehicular & Pedestrian Access Areas" on the plan attached hereto as Exhibit B, which Exhibit is based upon a plan titled "McLean Hospital Reuse Master Plan, Belmont, Massachusetts, Prepared by Design Consultants, Inc.," recorded in the Middlesex County Registry of Deeds at Book 2005, Page 126. Construction, maintenance and use or a widening or alteration of layout of Pleasant Street;

12. The installation, maintenance and use of new underground utilities including electric, telephone, water supply, sanitary sewer, natural gas, cable television, fiberoptic cable, and similar communication systems, but not storm sewers and drainage systems, to serve the unrestricted adjacent land of the Grantor (including Zone 6 and the structures at 248 Mill Street) is permitted with prior notice to the Grantee provided that such utilities are located and constructed in a manner which minimizes the impact on the conservation values of the Premises as determined by the Land Management Committee.

13. The replacement and maintenance of existing utility and communication facilities on the Premises are permitted with prior notice to the Land Management Committee and the Grantee. The existing utility facilities including the water line as detailed in the Design & Site Plan Approvals granted by the Belmont Planning Board, dated 12/03/01 are not illustrated on Exhibit C. The existing, relocated telecommunication facilities (both aboveground and buried) are shown on Exhibit C to this Conservation Restriction. With respect to the communications tower, replacement of such tower (with the result that no more than one tower shall be located on the

Premises protected by Conservation Restrictions B-1 and B-2) may include relocation, together with necessary appurtenant structures and landscaping, and possible expansion of users thereon including a private user(s) under contract with the Town of Belmont as follows:

- a. that written notice and plans including elevation drawings for such relocation and construction have been provided for review and comment by the Land Management Committee and the Grantee;
- b. that such relocation is within the area designated on Exhibit C attached hereto;
- c. that reasonable measures have been taken at ground level to reduce the visual impact of the tower and associated structures and facilities, including but not limited to the access drive, fencing, and exterior materials;
- d. that in the case of structures, facilities, and equipment to be used by private lessees, prior written approval of the Land Management Committee and the Grantee shall be required upon a finding that said structures and facilities, considered in the context of their location, size and materials and of mitigating measures and conditions, will not have an undue negative impact upon the conservation values of the premises.

14. Use, maintenance and replacement of the so-called "Claflin" recreational field (as identified on Exhibit A), and of the underground drainage, sprinkler and emergency fire lane support systems as approved by the Town of Belmont as part of the expansion of the Belmont Day School described in the Belmont Planning Board Design & Site Plan Approval in Case No. PB01-02, and the reasonable alteration or enlargement of such systems, subject to the prior written approval of the Land Management Committee and the Grantee, provided that such alteration or enlargement is not for the purpose of allowing further expansion of the Belmont Day School or the recreational field.

15. The historically and architecturally significant Barn located at 248 Mill Street may be renovated (including new infrastructure), used, and maintained for such uses as environmental education, the storage of materials and equipment associated with management of the Premises or management of the cemetery area, and office space for staff of the cemetery and/or the Premises. The existing house located to the west of Mill Street may be renovated, used, and maintained for activities or uses permitted by this Conservation Restriction. The historically significant Pleasant Street Lodge may be renovated, used and maintained for uses ancillary to the uses allowed on the adjacent land of Grantor.

16. The installation of the screening within the open space abutting Zone 1A (as illustrated on the "Concept Site Plan for Proposed Planting At Zone 1A", prepared in cooperation with the McLean Implementation Committee and the McLean Land Management Committee (dated June 18,

2000)) even though it is located on the open space land to be owned by the Town.

- C. **Ecological Management Plan.** An Ecological Management Plan (the "Plan", dated May 2001 by the BSC Group) has been developed for the Premises that sets forth measures to preserve and protect its natural resources, including its meadows, forests and wetlands. The Plan allows for passive outdoor recreational uses of the Premises by the public while identifying and documenting areas of significant ecological value. The Plan provides methods for managing those areas to help protect and enhance native plants and wildlife. These methods include mowing, pruning of trees, removal of invasive species, planting of trees and shrubs, and other activities deemed appropriate by the Land Management Committee, the Grantor, and the Grantee. The Plan may be amended from time to time by the Land Management Committee, subject to approval by the Grantor and the Grantee.
- D. **Permitted Acts and Uses.** All acts and uses not prohibited by paragraphs A and B are permissible if they are clearly consistent with the conservation purposes of this Conservation Restriction and with prior written approval of the Land Management Committee, Grantor, and the Grantee. Permitted acts and uses may be further regulated as recommended by the Plan or consistent with the Plan so as to protect native plants and wildlife and the scenic and historic quality of the landscape. Particular attention will be paid to the protection of bird habitat, which may require certain specific regulations (including regulation of otherwise permitted uses) during the nesting season. All uses must comply with local, state, and federal laws.
- E. **Notice and Approval.** Whenever notice to or approval is required under the provisions of paragraphs A or B, such notice shall be provided in writing not less than sixty (60) days prior to the date the activity in question is to be undertaken. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where approval is required, such approval shall be granted or withheld in writing within sixty (60) days of receipt of the written request therefor. Approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure to respond in writing within such 60 days shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

V. 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 Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.

B. Reimbursement of Costs of Enforcement. Grantor and thereafter the successors and assigns of the Grantor covenant and agree to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or its successors and assigns or is determined by a court of competent jurisdiction to have occurred and that such court determines that reimbursement shall occur and so orders (or Grantor, or its successors and assigns and Grantee agree to such reimbursement). The reimbursement obligation of any party hereunder shall be limited to violations caused or permitted by said party within a portion of the Premises then owned by such party.

C. Grantee's Disclaimer of Liability. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, including without limitation the condition of former disposal areas, both known and unknown.

D. Non-Waiver. 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.

VI. Access:

The members of the public are hereby granted access to the trails shown on a plan approved by the Land Management Committee at its meeting on March 20, 2002. Such plan may be revised pursuant to Section IVB.2, subject to rules and regulations that may be adopted and posted from time to time by Grantee and the Land Management Committee, including the establishment of appropriate buffer zones with adjacent residences as determined by the Land Management Committee. The Conservation Restriction hereby conveyed does not grant to the Grantee, or to the public generally, or to any other person any right to enter upon the Premises, except as provided herein and except that there is granted to the Grantee and its successors, assigns, agents and representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

VII. Assignability:

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

B. 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 itself and its successors and assigns appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its 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 and from time to time:

i. as a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out, and

ii. the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive these Conservation Restrictions directly.

iii. it is understood that Grantee may in its discretion assign an interest in this Conservation Restriction temporarily or in perpetuity to a qualified Grantee of such a restriction, including but not limited to a state conservation agency of the Commonwealth of Massachusetts, in order to obtain assistance in enforcing this Conservation Restriction.

VIII. Subsequent Transfers:

The Grantor agrees to incorporate by reference the terms of this Conservation in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest.

IX. Estoppel Certificates:

Upon request by the Grantor, its successors and assigns, the Grantee shall within thirty (30) 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, or if registered land, it has been registered.

XI. Miscellaneous.

(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 purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an 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 shall to any extent be held invalid, the remainder shall not be affected.

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

(e) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(f) Pre-existing rights of the Public. Approval of this Conservation Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the Secretary of 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 Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

(g) If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Conservation Restriction; provided that any such amendment must also be agreed to in writing by the Town of Belmont, ratified by a majority vote of Town Meeting, the Board of Selectmen, and the Secretary of the Executive Office for Environmental Affairs; provided further that any such amendment shall be consistent with the purpose of this Conservation Restriction, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation

values of the Premises. Any such amendment shall be recorded in the Middlesex County Registry of Deeds.

XII. Recordation:

The Grantor shall record this instrument in timely fashion in the Middlesex County Registry of Deeds.

Executed under seal this 19th day of May, 2005.

THE McLEAN HOSPITAL CORPORATION

By: 

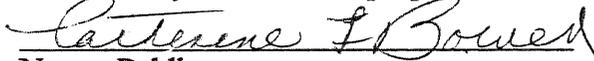
Its Duly Authorized President/Psychiatrist in Chief

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

Date: May 19, 2005

Then personally appeared the above-named Bruce M. Cohen, M.D., Ph.D. and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (a current driver's license) (a current U.S. passport), to be the person whose name is signed on the document and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public
My Commission Expires

CATHERINE F. BOWEN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 10, 2008

ACCEPTANCE BY THE TRUSTEES OF RESERVATIONS

Executed under seal this 17th day of May, 2005.

THE TRUSTEES OF RESERVATIONS

By: [Signature]

Its Duly Authorized Executive Director

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE ss.

Date: MAY 17, 2005

Then personally appeared the above-named ANDREW W. KENDALL and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (~~a current driver's license~~) (~~a current U.S. passport~~), to be the person whose name is signed on the document and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]

Notary Public
My Commission Expires



F. SYDNEY SMITHERS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 30, 2008

APPROVAL OF THE TOWN OF BELMONT

Executed under seal as of the date first above written.

Town of Belmont

By: Paul Solomon
Selectman

By: Angelo Fivanzo
Selectman

By: William N. Brownsberger
Selectman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

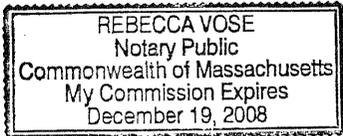
Date: May 13, 2005

Then personally appeared the above-named Paul Solomon, Angelo Fivanzo, and William N. Brownsberger and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (a current driver's license) (a current U.S. passport), to be the persons whose names are signed on the document and acknowledged to me that they signed it voluntarily for its stated purpose.

Rebecca Vose

Notary Public

My Commission Expires December 19, 2008



APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS

COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to The Trustees of Reservations has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: June 1, 2005

Alex Roy Kenfeldt
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

Date June 1, 2005

Then personally appeared the above-named Alex Roy Kenfeldt and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (~~a current driver's license~~) (~~a current U.S. passport~~), to be the person whose name is signed on the document and acknowledged to me that they signed it voluntarily for its stated purpose.

Heidi Seidel
Notary Public
My commission expires: 12/15/2011

CONSERVATION RESTRICTION B-1
EXHIBIT A

Being the following "Conservation Restriction Areas" as shown on a plan entitled "McLean Hospital Reuse Master Plan, Belmont, Massachusetts, Prepared by Design Consultants, Inc.," dated February 22, 1999 and recorded in the Middlesex County South District Registry of Deeds as Plan No. 126 of 2005: the area shown as "Public Open Space" and located adjacent to and to the west of Mill Street, containing 4.58 acres; the area shown as "Soccer Field," containing 1.46 acres; the area shown as "100' Buffer", containing 2.83 acres; the area shown as "Public Open Space" and located adjacent to and to the north of Pleasant Street, containing 27.23 acres; and the area shown as "Public Open Space" and located adjacent to and to the south of Concord Avenue, which area contains 73.89 acres; the total of said Conservation Restriction Areas being 109.99 acres.

For title, see Deed recorded with said Deeds, Book 14084, Page 272.

CONSERVATION RESTRICTION B-1
EXHIBIT B

Being the following "Vehicular and Pedestrian Access Areas" as shown on a plan entitled "McLean Hospital Reuse Master Plan, Belmont, Massachusetts, Prepared by Design Consultants, Inc.," dated February 22, 1999 and recorded in the Middlesex County South District Registry of Deeds as Plan No. 126 of 2005: the area shown as "Public Open Space" and located adjacent to and to the west of Mill Street; the area shown as "Vehicular Access Easement" located south of Zone 1A and north of Zone 1B and linking said Zones; and the area shown as "Vehicular Access Area" located adjacent to and to the north of Trapelo Road and Pleasant Street.

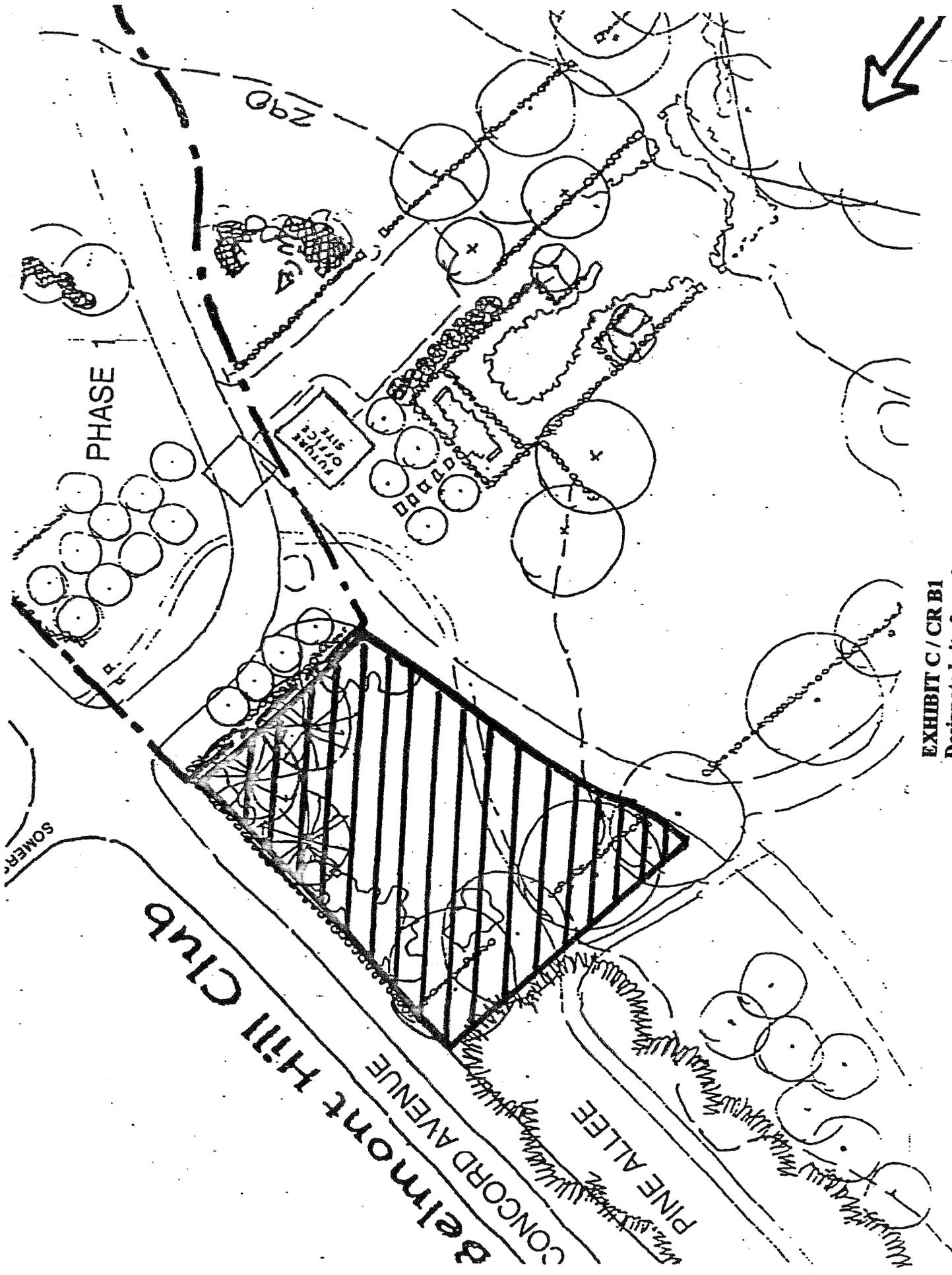
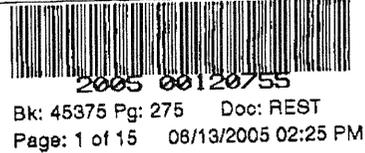


EXHIBIT C / CR B1
Designated site for relocated
Telecommunications Facility



CONSERVATION RESTRICTION B-2

McLean Hospital Property, Cemetery Portion

Belmont, Massachusetts

I. Grantor Clause:

The McLean Hospital Corporation, a Massachusetts corporation having a usual address of 115 Mill Street, Belmont, MA ("Grantor") acting pursuant to Sections 31 et seq. of Chapter 184 of the General Laws, grants, with quitclaim covenants, to The Trustees of Reservations, a Massachusetts nonprofit corporation having an address at 572 Essex Street, Beverly, MA 01915 ("Grantee") and its successors and assigns in perpetuity (except as provided in Section B.13 below) and exclusively for conservation purposes, the following described Conservation Restriction on a certain parcel of land located in the Town of Belmont, Massachusetts, constituting approximately 9.9 acres, said parcel being shown in Exhibit A attached (the "Premises") [said parcel being the "Cemetery" parcel as identified and shown on Exhibit A, excepting the four-acre parcel in the northeast corner identified as "Phase One," which has been designated by the Board of Cemetery Commissioners as the initial cemetery phase and excepting such additional acreage as may be designated pursuant to the provisions of Section IV.B13 below]. For Grantor's title, see deed from Massachusetts General Hospital to McLean Hospital, dated September 30, 1980 and recorded in the Middlesex County Registry of Deeds, Book 14084, Page 0272.

II. Purposes:

Together with the adjacent land protected by the McLean Hospital Restriction B-1, the Premises contain unusual, unique or outstanding qualities, the protection of which in their natural or open condition will be of benefit to the public. The qualities specifically relevant to the Premises include wooded habitat that is a portion of the mature forest known as the Eastern Woods, the adjacent red maple swamp and the vernal pool which are of high ecological value and provide significant habitat for wildlife. The planted rows of white pine known as the Pine Allee along Concord Avenue are important for their scenic and historic values. The location of the Premises as part of an emerging regional greenway, adds to the conservation significance of this parcel. Baseline documentation of the conservation values of the Premises has been prepared by Grantee and approved by Grantor and is available for review in the offices of Grantee.

In addition, this Restriction is an integral part of the Memorandum of Agreement between McLean Hospital and the Town of Belmont, entered into on November 22, 1999, which required the rezoning of the McLean Hospital property and the establishment of Conservation Restrictions B-1 and B-2. Said Memorandum, including Restrictions B-1 and B-2 was approved by the Belmont Town Meeting in May 1999 and by Town Referendum in July 1999 after a public process extending over more than three previous years. The adopted zoning provided for the development of a limited amount of land within and adjacent to the historic McLean Hospital campus in the context of conservation in

RETURN TO
HEMENWAY & BARNES
60 State Street
Boston, MA 02109
Att'n: SYB

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Premises: "McLean District", Belmont, MA
a/k/a Mill Street, Belmont, MA

perpetuity of at least 110 acres of McLean Hospital open space as provided in said Restrictions B-1 and B-2. With reference to this Restriction B-2, said Memorandum provided for the initial development of a 4-acre public cemetery (which has been excluded from the Premises of Restriction B-2) by the Town of Belmont Cemetery Commission, and, following a later majority vote of the Town Meeting, the expansion of that cemetery within the Premises protected by this Restriction B-2. The purpose of Restriction B-2 in this regard is to assure the public that the Premises will be protected from development in perpetuity or until such time as the Town Meeting authorizes an expansion of the cemetery. This assurance was a key point in the complex negotiation among stakeholders that resulted in the approval of said Memorandum. In addition, this Restriction will provide continued protection of any portion of the Premises that ceases to be used for cemetery purposes.

III. Land Management Committee:

The Premises shall be under the management responsibility and oversight of the Town of Belmont Land Management Committee established pursuant to said Memorandum and to the Land Use and Management Plan to be entered into between the Grantor and the Town of Belmont. It is the intent of the Land Management Committee to retain the services of a Management Agent pursuant to the Land Use and Management Plan to implement its policies and to perform the day-to-day management activities. Funding for the Management Agent is expected from a dedicated portion of the revenue stream from any and all contracts the Town of Belmont may enter into with private users co-locating on the public telecommunications facility.

IV. Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses:

A. Prohibited Acts and Uses. Subject to the exceptions set forth in Paragraph B below, the Premises (including, without limitation, any body of water thereon) shall be continued in their present undeveloped and natural condition and shall not be used for residential, industrial, institutional, or commercial use. The following acts and uses are prohibited on the Premises:

1. Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or below the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit; unless such excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit is a temporary activity directly associated with any use or activity permitted herein;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other

substance or material or the installation of underground storage tanks; unless such placing, filling, or storing of soil or other non-toxic, non-hazardous substance or material is a temporary activity directly associated with any use or activity permitted herein;

4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. The subdivision of the Premises;
6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
7. The use of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as required by the Americans with Disabilities Act (ADA), police, firemen or other governmental agents in carrying out their lawful duties and except for cars, trucks and farm vehicles reasonably necessary for purposes permitted by this Conservation Restriction;
8. Team sport activities, such as soccer, field hockey, baseball or softball; horseback riding; bicycles; or walking of unleashed dogs;
9. Inclusion of the Premises or any portion thereof as part of the gross area of other property not subject to this Conservation Restriction for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density; and
10. Any other use of the Premises or activity which would materially impair significant conservation interests unless necessary for the protection of the conservation values that are the subject of this Conservation Restriction.

B. Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in paragraph A are permitted, but only if (except as noted in Section B.13) such acts or uses do not materially impair significant conservation interests as determined by the Grantee, and only in accordance with the Plan (as defined in Section C.11):

1. Hiking, cross-country skiing, bird watching, and other similar passive outdoor recreational uses, provided that such uses are consistent with the conservation purposes of this Conservation Restriction. The members of the public are hereby granted access to the trails shown on a plan approved by the Land Management Committee at its meeting held on March 20, 2002. Such plan may be revised pursuant to Section B.2 below, subject to rules and regulations that may be adopted and posted from time to time by the Grantee and the Land Management Committee, including the establishment

of appropriate buffer zones with adjacent residences as determined by the Land Management Committee;

2. The maintenance, construction, relocation and closure of trails (including maintaining the fire roads to Belmont Fire Department standards) as determined by the Land Management Committee and approved by Grantor and Grantee. Such trails shall be illustrated on a plan reviewed, approved and posted from time to time by the Land Management Committee;

3. Non-motorized biking, provided that such use is approved by the Land Management Committee, the Grantee and the Grantor and is conducted on trail(s) designated for such use and under such conditions as are set by the Land Management Committee and approved by the Grantee and Grantor;

4. The construction, erection and maintenance of signs setting forth restrictions on the use of the Premises or identifying trails, locations, natural features or similar items and, with the prior approval of Grantee, the construction, erection, maintenance and use of kiosks or other minor or temporary structures for educational and management purposes;

5. The mowing of existing fields and meadows, so long as the same is scheduled and conducted in a manner which avoids the nesting season of field birds located at the Premises;

6. The use of emergency response vehicles; and the use of mowers, tractors or other motorized vehicles utilized for upkeep, maintenance and management of the Premises;

7. The right, but not the obligation, to monitor and study, or to permit others to monitor and study, plant and animal populations, plant communities, natural habitats, historic landscapes, landscape features and archeological sites on the Premises with prior written approval from Grantee;

8. The right to conduct, or permit others to conduct, management of the Premises for the benefit of native flora and fauna (including ecologically appropriate methods to promote native species and to manage invasive species by chemical or non-chemical means) and/or for the purpose of identifying and restoring historic landscapes, landscape features and archeological sites within the Premises, with prior written approval from Grantee;

9. The use of the Premises for educational programs, subject to the approval of the Land Management Committee, designed to increase the public's knowledge, understanding and appreciation of the natural world or of historic and archeological aspects of the Premises, including without limitation the right to conduct tours, nature walks, and ecological, environmental, historic or archeological research;

10. The construction (with the prior approval of Grantee), maintenance and use of parking areas accessory to the recreational, educational and management uses permitted hereunder (other than municipal cemetery use);

11. The installation, maintenance and use of new underground utilities including electric, telephone, water supply, sanitary sewer, natural gas, cable television, fiberoptic cable, and similar communication systems, but not storm sewers and drainage systems, to serve the unrestricted adjacent land of the Grantor (including Zone 6 and the structures at 248 Mill Street) is permitted with prior notice to the Grantee and the Belmont Cemetery Commission provided that such utilities are located and constructed in a manner which minimizes the impact on the conservation values of the Premises (as determined by the Land Management Committee) and minimizes the impacts on the future use of the Premises for cemetery use (as determined by the Belmont Cemetery Commission);

12. The replacement, and maintenance of existing utility (including the water line as detailed in the Design & Site Plan Approvals granted by the Belmont Planning Board, dated 12/03/01 but not illustrated on Exhibit B) and communication facilities on the Premises are permitted with prior notice to the Land Management Committee and the Grantee. The designated site for the existing, relocated telecommunication facilities (both above-ground and buried) is shown on Exhibit B to this Conservation Restriction. With respect to the communications tower, replacement of such tower (with the result that no more than one tower shall be located on the Premises protected by Conservation Restrictions B-1 and B-2) may include relocation, together with necessary appurtenant structures and landscaping, and possible expansion of users thereon including a private user(s) under contract with the Town of Belmont provided as follows:

- a. that written notice and plans including elevation drawings for such relocation and construction have been provided for review and comment by the Land Management Committee and the Grantee;
- b. that such relocation is within the area designated on Exhibit B attached hereto;
- c. that reasonable measures have been taken at ground level to reduce the visual impact of the tower and associated structures and facilities, including but not limited to the access drive, fencing, and exterior materials;
- d. that in the case of structures, facilities, and equipment to be used by private lessees, prior written approval of the Land Management Committee and the Grantee shall be required upon a finding that said structures and facilities, considered in the context of their location, size and materials and of mitigating measures and

conditions, will not have an undue negative impact upon the conservation values of the premises.

13. Use of one or more portions of the Premises as a municipal cemetery, including accessory structures and parking, provided that (a) any portion of the Premises intended for such use shall have been expressly designated for such use by a majority vote of a Town Meeting of the Town of Belmont (such vote not being required for (i) preliminary planning activities such as surveying or subsurface testing so long as such activities are temporary and the Premises are thereafter restored to substantially their pre-existing condition or (ii) cemetery activities such as the scattering of ashes which do not alter the pre-existing condition of the Premises or have an adverse effect on the conservation values thereof); (b) nothing herein shall be deemed to limit the discretion of the Town of Belmont (acting by a majority vote of a Town Meeting) to designate a portion of the Premises for such use at any time; and (c) nothing herein shall be deemed to limit the ability of the Town of Belmont to develop a portion of the Premises so designated for such use in such a manner as it shall determine in its discretion; and (d) notwithstanding any provision hereof to the contrary, upon a majority vote of a Town Meeting of the Town of Belmont to designate a portion of the Premises for municipal cemetery use, this Restriction shall be of no further force and effect with respect to such portion of the Premises while such portion of the premises is used for cemetery purposes.

- C. **Ecological Management Plan.** An Ecological Management Plan (the "Plan", dated May 2001 by the BSC Group) has been developed for the Premises that sets forth measures to preserve and protect its natural resources, including its meadows, forests and wetlands. The Plan allows for passive outdoor recreational uses of the Premises by the public while identifying and documenting areas of significant ecological value. The Plan provides methods for managing those areas to help protect and enhance native plants and wildlife. These methods include mowing, pruning of trees, removal of invasive species, planting of trees and shrubs, and other activities deemed appropriate by the Land Management Committee, the Grantor, and the Grantee. The Plan may be amended from time to time by the Land Management Committee, subject to approval by the Grantor and the Grantee.
- D. **Permitted Acts and Uses.** All acts and uses not prohibited by paragraphs A and B are permissible if they are clearly consistent with the conservation purposes of this Conservation Restriction and with prior written approval of the Land Management Committee, Grantor, and the Grantee. Permitted acts and uses (except as noted in Section B.13) may be further regulated as recommended by the Plan or consistent with the Plan so as to protect native plants and wildlife and the scenic and historic quality of the landscape. Particular attention will be paid to the protection of bird habitat, which may require certain specific regulations (including regulation of otherwise

permitted uses) during the nesting season. All uses must comply with local, state, and federal laws.

- E. **Notice and Approval.** Whenever notice to or approval is required under the provisions of paragraphs A or B, such notice shall be provided in writing not less than sixty (60) days prior to the date the activity in question is to be undertaken. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where approval is required, such approval shall be granted or withheld in writing within sixty (60) days of receipt the written request therefor. Approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure to respond in writing within such 60 days shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

V. 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 Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.
- B. **Reimbursement of Costs of Enforcement.** Grantor and thereafter the successors and assigns of the Grantor covenant and agree to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or its successors and assigns or is determined by a court of competent jurisdiction to have occurred and that such court determines that reimbursement shall occur and so orders (or Grantor, or its successors and assigns and Grantee agree to such reimbursement). The reimbursement obligation of any party hereunder shall be limited to violations caused or permitted by said party within a portion of the Premises then owned by such party.
- C. **Grantee's Disclaimer of Liability.** By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, including without limitation the condition of former disposal areas, both known and unknown.
- D. **Non-Waiver.** 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.

VI. Access:

The members of the public are hereby granted access to the trails shown on a plan approved by the Land Management Committee at its meeting on March 20, 2002. Such plan may be revised pursuant to Section IVB.2, subject to rules and regulations that may be adopted and posted from time to time by Grantee and the Land Management Committee, including the establishment of appropriate buffer zones with adjacent residences as determined by the Land Management Committee. The Conservation Restriction hereby conveyed does not grant to the Grantee, or to the public generally, or to any other person any right to enter upon the Premises, except as provided herein and except that there is granted to the Grantee and its successors, assigns, agents and representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

VII. Assignability:

- A. **Running of the Burden.** The burdens of this Conservation Restriction shall run with the Premises in perpetuity (except as provided in Section IV.B.13), and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.
- B. **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 itself and its successors and assigns appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its 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 and from time to time:
 - i. as a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out, and
 - ii. the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly.
 - iii. it is understood that Grantee may in its discretion assign an interest in this Conservation Restriction temporarily or in perpetuity to a qualified Grantee of such a restriction, including but not limited to a state conservation agency of the Commonwealth of Massachusetts, in order to obtain assistance in enforcing this Conservation Restriction.

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 it divests itself of any interest in all or a portion of the Premises, including a leasehold interest.

IX. Estoppel Certificates:

Upon request by the Grantor, its successors and assigns, the Grantee shall within thirty (30) 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, or if registered land, it has been registered.

XI. Miscellaneous.

(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 purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the 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 shall to any extent be held invalid, the remainder shall not be affected.

(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 this Conservation Restriction, all of which are merged herein.

(e) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(f) Pre-existing rights of the Public. Approval of this Conservation Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the

Secretary of 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 Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

(g) If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Conservation Restriction; provided that any such amendment must also be agreed to in writing by the Town of Belmont, ratified by a majority vote of Town Meeting, the Board of Selectmen and the Secretary of the Executive Office for Environmental Affairs; provided further that any such amendment shall be consistent with the purpose of this Conservation Restriction, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation values of the Premises. Any such amendment shall be recorded in the Middlesex County Registry of Deeds.

XII. Recordation:

The Grantor shall record this instrument in timely fashion in the Middlesex County Registry of Deeds.

Executed under seal this 19th day of May, 2005.

THE McLEAN HOSPITAL CORPORATION

By: [Signature]
Its Duly Authorized President/Psychiatrist in Chief

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

Date May 19, 2005

Then personally appeared the above-named Bruce M. Cohen, M.D., Ph.D. and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (a current driver's license) (a current U.S. passport), to be the person whose name is signed on the document and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires
CATHERINE F. BOWEN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 10, 2008

ACCEPTANCE BY THE TRUSTEES OF RESERVATIONS

Executed under seal this 17th day of May, 2005.

THE TRUSTEES OF RESERVATIONS

By: [Signature]
Andrew Kendall
Its Duly Authorized Executive Director.

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

May 17, 2005

Then personally appeared the above-named ANDREW W. KENDALL and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (~~a current driver's license~~) (~~a current U.S. passport~~), to be the person whose name is signed on the document and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires



F. SYDNEY SMITHERS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 30, 2006

APPROVAL BY THE TOWN OF BELMONT

Executed under seal as of the date first above written.

Town of Belmont
By: Paul Sdoman
Selectman

By: Angelo R. Fierzo
Selectman

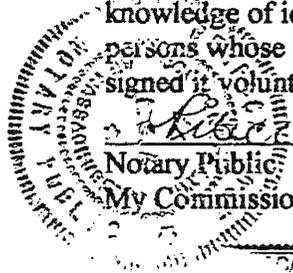
By: William N. Brownsburg
Selectman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

Date: May 13, 2005

Then personally appeared the above-named Paul Sdoman,
Angelo R. Fierzo, and William N. Brownsburg and
proved to me through satisfactory evidence of identification, which was (personal
knowledge of identity) (a current driver's license) (a current U.S. passport), to be the
persons whose names are signed on the document and acknowledged to me that they
signed it voluntarily for its stated purpose.



Rebecca Vose
Notary Public
My Commission Expires December 19, 2008

REBECCA VOSE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 19, 2008

REBECCA VOSE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 19, 2008

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to The Trustees of Reservations has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: June 1, 2005

Walter R. Kersfield
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date June 1, 2005

Then personally appeared the above-named *Walter R. Kersfield* and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity) (a current driver's license) (a current U.S. passport), to be the person whose name is signed on the document and acknowledged to me that they signed it voluntarily for its stated purpose.

Walter R. Kersfield
Notary Public
My commission expires: 12/15/2011



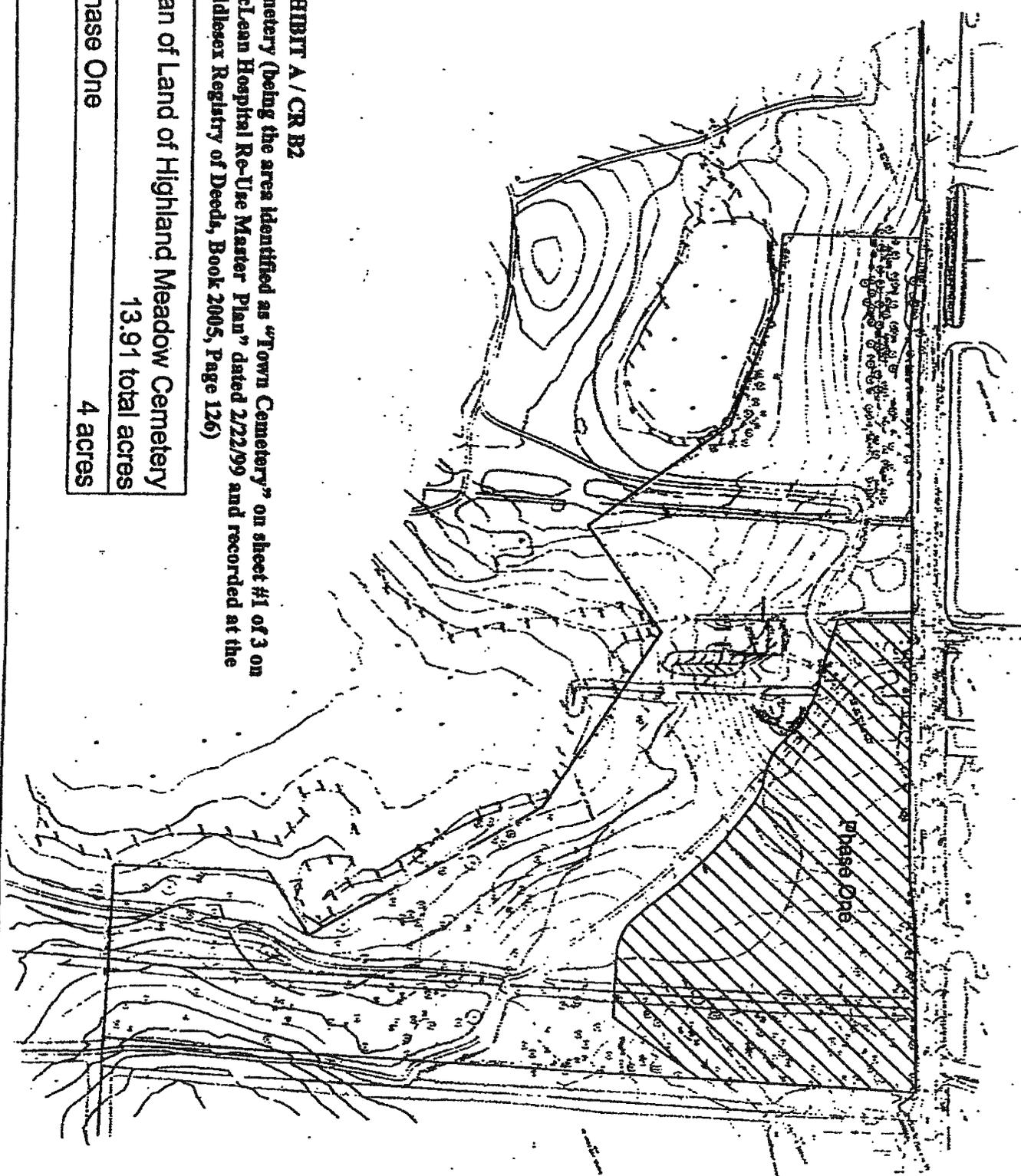


EXHIBIT A / CR B2
Cemetery (being the area identified as "Town Cemetery" on sheet #1 of 3 on
"McLean Hospital Re-Use Master Plan" dated 2/22/99 and recorded at the
Middlesex Registry of Deeds, Book 2005, Page 126)

Plan of Land of Highland Meadow Cemetery	13.91 total acres
Phase One	4 acres

For title, see Deed recorded with said Deeds, Book 14084, Page 272.



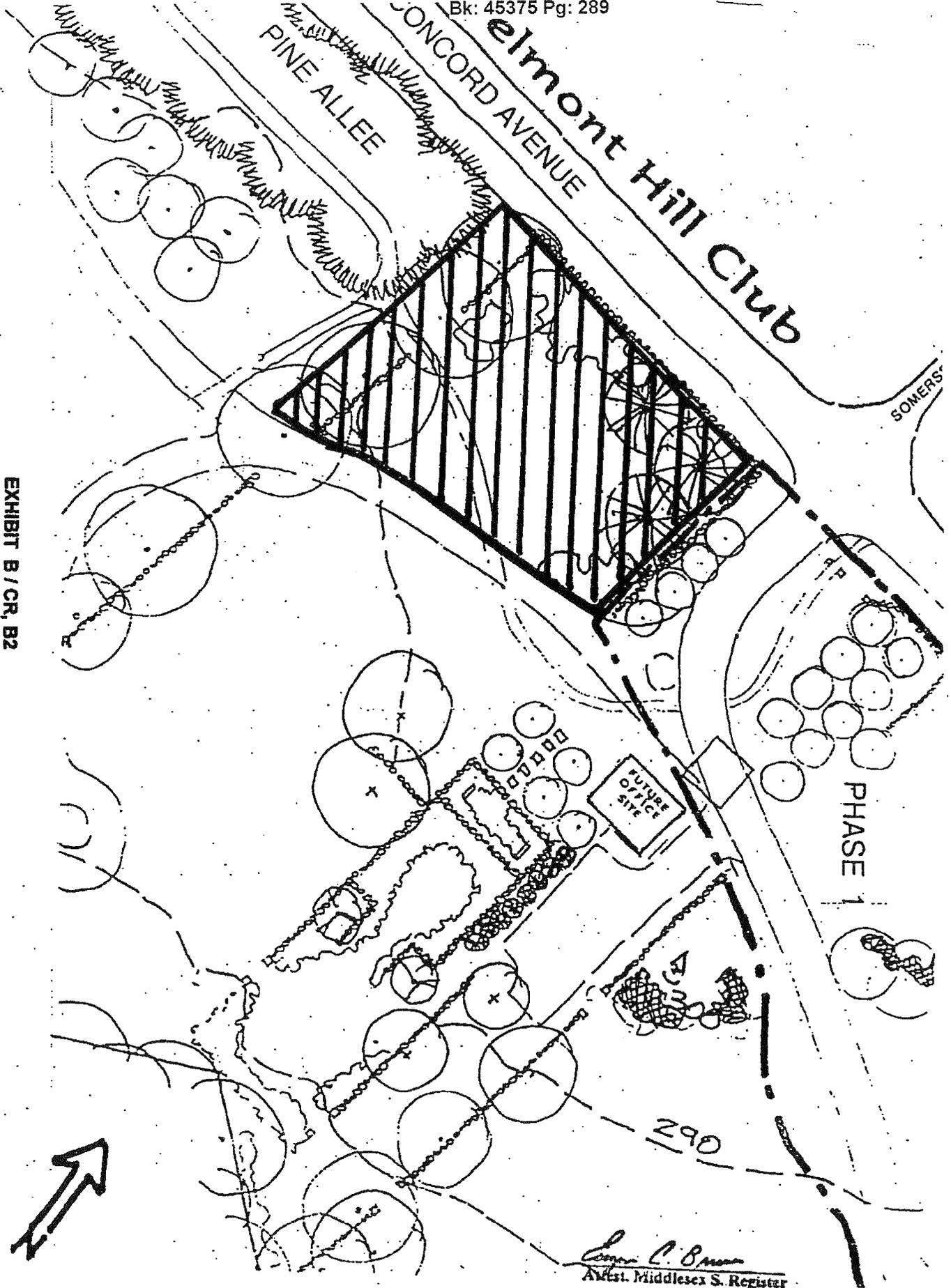


EXHIBIT B / CR, B2
 Designated sites for relocated
 Telecommunications Facility

James C. Brown
 Asst. Middlesex S. Registrar

ATTACHMENT E

LAND USE AND MANAGEMENT PLAN

This Land Use and Management Plan is entered into by and between the Town of Belmont, acting by and through its Board of Selectmen ("Belmont"), and The McLean Hospital Corporation ("McLean").

BACKGROUND

In connection with a re-use and re-development plan advanced for the approximately 238 acre McLean Hospital campus in Belmont, MA, approximately 119 acres of the campus have been reserved as publicly-accessible open space, approximately 92 acres of which have been conveyed to the Town of Belmont (including a portion intended to be used now or in the future for municipal cemetery purposes) and 27 acres of which have been retained by McLean (this acreage is shown on Exhibit A attached hereto and, excluding the portions thereof used for municipal cemetery purposes at any given time, is hereinafter referred to as the "McLean Open Space").

The McLean Open Space has been placed within a newly created open space or cemetery zoning district and is subject to the terms of a Conservation Restriction. The McLean Open Space will be used by members of the public for passive recreation and nature education. The Town of Belmont and McLean desire to establish a land use and management plan for the McLean Open Space.

SECTION ONE – MANAGEMENT COMMITTEE

A management committee will establish policies, guidance and oversight for the management of the McLean Open Space. Four members of the Management Committee shall be chosen by the Board of Selectmen of the Town of Belmont (one of such members shall be a member of the Conservation Commission, one shall be a member of the Cemetery Commission and one shall be a member of the Historic District Commission). Four members of the Management Committee shall be chosen by McLean. The final member(s) of the Management Committee shall be a representative of each of the holder(s) of the Conservation Restriction. Each member of the Management Committee shall serve a three year term, except that the terms of the initial members of the Management Committee shall be staggered so as to create no more than two Belmont vacancies and two McLean vacancies in any single year. The Management Committee shall meet as frequently and at such time and place as its members shall determine. The Management Committee shall select a chairman from among its members.

SECTION TWO – MANAGEMENT AGENT

The Management Committee shall designate as a management agent for the McLean Open Space a nonprofit organization experienced in the management of publicly-accessible open space. The management agent shall: (a) collect and maintain such information regarding the McLean Open Space as the Management Committee requires to make informed decisions hereunder; (b) provide recommendations to the Management Committee as described hereunder; and (c) implement the decisions made by the Management Committee with respect to the use and maintenance of the McLean Open Space. The Management Committee may require the termination of the management agent without cause at any time upon one year's prior notice or with cause at any time upon sixty (60) days' prior notice. The management agent may resign without cause at any time upon sixty (60) days' notice.

SECTION THREE – STATEMENT OF PURPOSES AND MANAGEMENT GOALS

Belmont and McLean agree that their common purposes are to ensure the protection of the important ecological, scenic and historic qualities of the McLean Open Space and to allow public access to and enjoyment of the McLean Open Space consistent with the preservation of such qualities. The management of the McLean Open Space will comply with the Conservation Restriction and the management plan described below. It is also agreed that the Management Committee should act hereunder only after having provided a meaningful opportunity for all interested parties to be heard,

including the Conservation Commission, the Cemetery Commission, the Historic District Commission and any boards and commissions of the Town of Belmont whose responsibilities include open space or passive recreational issues and including any concerned citizens of the Town of Belmont.

SECTION FOUR – MANAGEMENT PLAN

Belmont and McLean agree that the Management Committee shall be authorized to develop a management plan for the McLean Open Space, which shall be consistent with the outline set forth in the Conservation Restriction. The Management Committee shall seek the advice and recommendations of the management agent in developing such plan. Without limitation of the foregoing, the management agent shall prepare an initial draft of the plan and will present such draft to the Management Committee as part of the public process for determining the overall management of the McLean Open Space.

SECTION FIVE – LANDSCAPE RESTORATION AND CLEAN-UP PLAN

Belmont and McLean agree that the Management Committee shall be authorized to develop a landscape restoration and clean-up plan for the McLean Open Space, which shall be consistent with the Conservation Restriction and the management plan. The Management Committee shall seek the advice and recommendations of the management agent in developing such plan. Such plan shall take into account the preservation of historic landscapes, landscape features and archeological sites and shall require the rehabilitation and use of existing historic buildings (as opposed to new construction) wherever feasible.

SECTION SIX – PUBLIC ACCESS POLICIES

Belmont and McLean agree that the Management Committee shall be authorized to develop public access policies for the McLean Open Space, including appropriate rules and regulations regarding hours of operation, permitted open space uses and the like. The public access policies, rules and regulations shall be consistent with the Conservation Restriction and the management plan. The Management Committee shall seek the advice and recommendations of the management agent in developing such policies. In no event shall McLean Hospital be required by such policies to allow public access to an extent greater than previously agreed to by the terms of the Conservation Restriction. Public access shall be discouraged within a buffer zone from the boundary of the McLean Open Space with any adjacent residence in existence as of the date hereof, such buffer zone to be equal in depth to the current rear yard setback for the zoning district in which such residence lies.

SECTION SEVEN - UPDATES AND REVISIONS

Belmont and McLean agree that the Management Committee shall be authorized to update and revise the foregoing plans and policies from time to time as circumstances warrant, provided that such updates and revisions shall at all times comply with the Conservation Restriction.

SECTION EIGHT – FUNDING AND EXPENDITURES

Belmont and McLean agree that the Management Committee shall be authorized to develop initial capital and operating budgets for the McLean Open Space. (It is currently anticipated that the initial capital budget may exceed \$1.0 million and that the initial operating budget may exceed \$100,000). The Management Committee shall seek the advice and recommendations of the management agent in developing such budgets. Such budgets shall include proposals for sources of funds, including contributions by Belmont and McLean. In no event shall any landowner be required by such budgets to expend or contribute funds to an extent not previously agreed to.

The foregoing obligations shall run with the McLean Open Space. This Plan shall not take effect until ratified by a majority vote of Town Meeting of the Town of Belmont. Upon such ratifying vote, this Plan shall not be amended in any material respect except by a further majority vote of Town Meeting.