# Community Preservation Committee Town of Belmont

# RECEIVED TOWN ADMINISTATION BELMONT, MA

# **CPA Funding – Final Application**

DATE: December 4, 2023 TIME: 9:36 AM

A printed copy of the completed Preliminary Application must be submitted to the

following address by no later than 7:00 pm on Monday, October 2, 2023:

**Community Preservation Committee** 

c/o Matthew Haskell, CPA Administrator

Office of the Select Board

**Belmont Town Hall** 

**455 Concord Avenue** 

Belmont, MA 02478

Unless an applicant can demonstrate that a significant opportunity would otherwise be lost, preliminary applications will not be accepted after the submission deadline.

**Project Title**: Homer House Exterior Paint Project

Project: Exterior Restoration of Wood Replica Pieces and Overall Trim/Stucco to Match

**Location:** 661 Pleasant Street Belmont MA 02478 (Homer House)

Applicant/Contact Person: Wendy Murphy Organization: Belmont Woman's Club (BWC)

Mailing Address: C/O 14 Loring Street, Belmont MA 02478

Telephone: 617-699-3531 E-mail: info@bemontwomansclub.com

Signature \_\_\_\_\_ Date: December 2, 2023

CPA Category (check only one, in consultation with the CPC):

• □ Community Housing X Historic Preservation

• □ Open Space □ Recreation Amount Requested \$99,000

Total Project Cost: \$109,000

The CPC will review the Final Applications. Applicants will be contacted if additional information or an interview is required. The CPC may also request to visit the site of the proposed project. Applicants will be notified by mid-January whether the CPC plans to recommend their project at the next Annual Town Meeting.

Last Modified 08-24-2022

# Town of Belmont Community Preservation Plan

**PROJECT DESCRIPTION:** Attach answers to the following questions. Applications will be returned as incomplete if all requested information is not provided. Include supporting materials as necessary.

• **Goals**: What are the goals of the proposed project?

As per the statute the term "preservation" is defined as the "protection of personal or real property from injury, harm, or destruction." Preservation of the recently installed restored original design carved wooden scroll that was replication of the original design used to ornamentally frame around the 3<sup>rd</sup> floor exterior windows is necessary connected to the Window Restoration Project funded with CPA monies. The historic Homer House painting project is necessary to preserve the integrity of the structure to prevent interior water damage and prevent exterior rotting of the wood in many places. Rotted wood will lead to water intrusion. For instance, the lincrusta, an embossed material on the interior wall covering library walls, these materials were originally made in England and shipped to Belmont, MA (the lincrusta are very rare and a historically important design feature, only 2 Subject Matter Experts are qualified to repair this material). The Belmont Woman's Club has managed and overseeing the window restoration project (80% complete), and replaced many wood trims and decorative pieces, but painting is necessary to preserve the historic nature of the structure to its original condition. The Belmont Woman's Club decided to file this request for CPA funds only after our Contractor, Roger Gallagher (worked on restoring the window framed and trims on the third floor) recommended that we paint the exterior to preserve the various parts of the house that were restored and preserve the area that were unpainted to prevent more extensive damage. See pictures of current conditions attached at the end of this application.

• **Community Need**: Why is the project needed? Does it address needs identified in existing Town plans?

The Homer House is recognized as a historical property as part of Belmont's Historic District. The Homer House was also identified in the Final Report for the BELMONT HISTORIC RESOURCES SURVEY, dated 2014-2016 (see page 7, <a href="https://www.belmont-ma.gov/sites/g/files/vyhlif6831/f/u741/final\_report\_main\_body.pdf">https://www.belmont-ma.gov/sites/g/files/vyhlif6831/f/u741/final\_report\_main\_body.pdf</a>). Properties identified in this survey serve as "... the foundation of other preservation strategies and provides the data to identify and analyze the most important historic resources in Belmont that are integral to the town's historic character and identity."

The BWC has utilized this structure to support the Belmont community, in myriad ways, including hosting public gathering events for families and the community during holidays and in the summertime. The BWC have also hosted events in conjunction with the library, the recreation department, and other groups in town. We sewed and delivered masks to people, especially elders, during COVID, at a time when masks were hard to come by and we sponsored drive-by events and handed out treats to children and families the homer house driveway and we would hand them gifts through their car windows. All these events are free and open to the public. The BWC also make the house available, for free meetings and gatherings, to community groups that need a meeting space; we donated the house to the Friends of the Belmont Public Library for their anniversary luncheon; we donated use of the house as a fundraising item for the Foundation for Belmont Education; historic tours and various lectures about the Homer House to help educate people about the history of the home's connection to Winslow Homer and his relationship to Belmont. The BWC has donated use of our storage space to various groups in town.

We are willing to make the Homer House available for any groups in Town that need space, with the caveat that the BWC operates on a lean budget and does not have the means to allow long-term use without charging rent to cover operational expenses. Currently, the woman's club spends \$18,000 per year for basic liability insurance, and approximately \$10,000 annually for heat alone, just to protect the pipes from freezing. We only use the Homer House a handful of times during the cold weather to save money on heat. To meet our basic expenses, we charge members an annual fee of \$125, but this amounts to only half of what we need just to pay for utilities and insurance, so we rent the Homer House out for functions to raise supplemental funds and focus on annual fundraiser events. Renters who host events at the Homer House during the winter are charged an additional fee of \$100/day to cover the heating cost.

• **Community Support**: What is the nature and level of support for this project? Include any letters of support and petitions.

The Historic District Commission supports approval of this project (see below certific).

Town of Belmont **Historic District Commission CERTIFICATE OF** ppropriateness X Non-Applicability Hardship HDC-23-17 Approval Date: November 14, 2023 Address: 661 Pleasant Street The Belmont Woman's Club Work Approved: Repaint the exterior stucco and trim of the 1853 W.F. Homer House located at 661 Pleasant to match existing colors of the exterior ho Conditions HDC 10/24/23 Application with narrative, photos, paint type Attachments: November 15, 2022 HDC Signature: Caref Mextes HDC Representative For more information:
Office of Community Development
Homer Municipal Building, 2nd Floor NOTES:

OCD will send the Applicant a copy of this Certificate after it is OCD will send the Applicant a copy of this Certificate after it is signed. Please keep a copy for your records.

Submit a copy of the signed Certificate and all attachments with your Building Permit Application.

Confirm that no additional permits or approvals are required before commencing work. Belmont, MA 02478 617-993-2666 Certificate expires one year from date of issue

The Historic District Commission supports approval of this project (see below certificate of non-applicability)

• **Project Documentation:** Attach any applicable engineering plans, architectural drawings, site plans, photographs, any other renderings, relevant studies, or material.

This request for CPA funds is derived from our original proposal in 2013 when we received a \$10,000 CPA grant entitled Building Survey and Investigation, to assess the house to determine

- what was needed for restoration and preservation. At that time, we were advised that exterior painting was necessary as part of the restoration and preservation plan.
- **Timeline**: What is the schedule for project implementation, including a timeline for all critical milestones?

  The initial prep work would start in Summer of 2024. The nature of the project work is weather contingent.
- Credentials: How will the experience of the applicant contribute to the success of this project? What prior municipal procurement experience does the applicant have?

  If the applicant has no prior procurement experience, what member of the project's working team or Town of Belmont Department Head mentor will be responsible for ensuring the project adheres to the necessary procurement laws? Wendy Murphy, Esq. has overseen the last 3 projects that were funded via the CPA and will continue to work with Town Officials to ensure compliance with government funded projects. Erika Cherko-Soykan, Esq., former BWC President and professionally is a Government Contract Compliance Professional and will help with any procurement compliance issues. This applicant has applied on serval occasions for CPA Funds and have concluded multiple historic preservation projects (2013- present). Current project is 80% complete but the timeline was affected by the covid pandemic.
- Success Factors: How will the success of this project be measured?

  Strict adherence to recommended historical preservation materials and techniques. All bids require specifications and historic preservation know-how. The successful selection of a qualified contractor to perform the work will be based under the Massachusetts government contracting guidelines and bid selection process.

• **Budget**: What is the total budget for the project and how will CPA funds be spent? All items of expenditure must be clearly identified. Distinguish between hard and soft costs and contingencies. (NOTE: CPA funds may not be used for ongoing maintenance expenses.)

Draft Estimate - Restoration Scope for CPA Grant Application for Painting Project:

Tasks	Cost
Wash house, scrub stucco, fascia and soffits, clean gutters and	\$4,000
downspouts, clean exposed exterior glass	
Scrape, feather sand, spot prime and repaint exposed fascia & soffit.	\$2,000
2 coats of finish paint	
Sand exposed window sash, reputty, prime & repaint exposed wood	\$13,000
Doors and related casings, screen doors and thresholds: Sand, prep	\$3,500
and repaint/restain	
3 ornate porches, their decking & ceilings and related trim	\$15,000
Wooden columns, apply stripping agents, neutralize, sand, scrape,	\$20,000
prime repaint two coats	
Stucco, siding and scroll work. Apply primer to existing repairs &	\$14,000
repaint 2 coats. Protect natural stone	
Basement windows and Bulkhead. Prep and Paint	\$1,000
Lead Paint Protocol.	\$1,500
Contingency, or, if funds allow, Rehabilitation of the Drive: Minor	\$29,000
patching budget	
Professional Services: paint investigation (consultant to investigate if	\$6,000
the current color matches the original color and if it does not, another	
request to the HDC for approval to restore the color to the original	
historical color). We also requesting a consulting fee to determine if	
the current color on the exterior matches the original color from	
1853. If it does not we will take appropriate steps to discuss with the	
HDC whether the color should be changed to match the original.	
Total Estimated Costs	\$109,000

• **Other Funding**: What additional funding sources are available, committed, or under consideration? Include commitment letters, if available, and describe any other attempts to secure funding for this project.

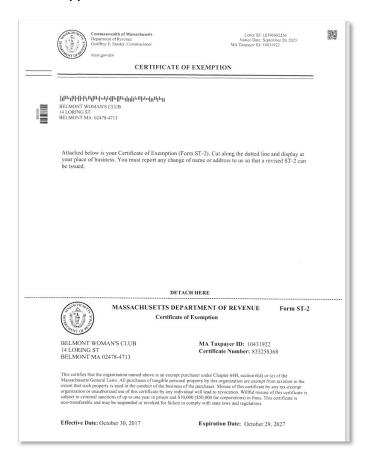
The BWC will provide \$10,000 or 10% as needed for the overall project based on the projected budget of the winning bid.

• **Town Properties**: All CPA applications filed by a private person or entity for a CPA project either located on, or which involves, public land, structures, personal property or amenities shall be co-sponsored by a committee(s), board(s), commission(s), department(s) or other entity or entities of the Town of Belmont which have control of, or jurisdiction over, said land, structure, personal property or amenity. The committee(s), board(s), commission(s), department(s) or other entity or entities of the Town of Belmont which have control of, or jurisdiction over, said land,

structure, personal property or amenity may set guidelines, standards, and rules for, or make revisions to a CPA project either located on, or which involves, public land, structures, personal property or amenities.

The Historic District Commission supports this project.

• **Private Entity as a Private Project Sponsor**: Private entities sponsoring CPA projects on private property, not town-owned, are required to be nonprofit 501(c) (3) organizations and provide a copy of their IRS determination letter as part of their application.



- **Maintenance**: If ongoing maintenance is required for your project, how will it be funded? All ongoing maintenance of this structure is absorbed by the BWC annual budget.
- **Impact on Town Budget**: What, if any, potential secondary effects will your proposed project have on the Town's Operating Budget? Are there any capital projects that rely on the successful completion of your project?

  None.

- **ADDITIONAL INFORMATION:** Provide the following additional information, as applicable.
- 1. Control of Site: Documentation that you have control over the site, such as a Purchase and Sales Agreement, option or deed. If the applicant does not have site control, explain how public benefits will be protected in perpetuity.





2. Deed Restrictions: In order for funding to be distributed, an appropriate deed restriction, meeting the requirements of Chapter 184 of Mass General Laws pursuant to section 12 of the Community Preservation Act, must be filed with the CPC. Provide a copy of the actual or proposed restrictions that will apply to this project.

The Woman's Club has agreed to deed restrictions on the homer house so that if the property is ever sold, the town of Belmont will be repaid. The woman's club has no plans to sell the homer house, however, it is worth noting that as a 501(c)(3) charity, the woman's club cannot benefit from any such sale. In fact, the woman's club enjoys no benefits from ownership of the house beyond being able to have meetings at the house several times a year. Though volunteer efforts, woman's club members benefit only in the sense that they enjoy the privilege of donating their time and money to maintain the homer house for the benefit of the community because we believe the house is a valued asset to the town.

In 1999 a Preservation Restriction was recorded on the property and in 2010, the Belmont Land Trust has held a conservation restriction in perpetuity on the 54,854 square feet of open space surrounding the Homer House.

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# PRESERVATION RESTRICTION AGREEMENT between the COMMONWEALTH OF MASSACHUSETTS by and through the MASSACHUSETTS HISTORICAL COMMISSION and BELMONT WOMEN'S CLUB

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the Belmont Women's Club 661 Pleasant Street, Belmont, Ma. hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the BELMONT'S WOMEN'S CLUB thereon as described in a deed dated <u>March 1, 1927</u>, from <u>Carl B. Sten Strom</u> to <u>Delmont Roman's Qub</u> record with the Middlesex South Registry of Deeds, Book <u>5069</u>, Page <u>404</u>, and which is located at 661 Pleasant Street, Belmont, Massachusetts, hereinafter referred to as the Premises.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the property is listed in the National Register as a contributing resource to the PLEASANT STREET HISTORIC DISTRICT, and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

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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".

# 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.

- 3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.
- 4. <u>Assignment</u>: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.
- Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not
  affect the validity and enforceability of this Agreement according to its terms. The invalidity or
  unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any
  other provision of this Agreement.
- <u>Recording</u>: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.
  - Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and be binding upon future owners of an interest therein.

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IN WITNESS WHEREOF, we have hereunto set our hands and scals this
President, Belmont Woman's also
COMMONWEALTH OF MASSACHUSETTS
Middlesex se June 4 ,1999
Then personally appeared the above named <u>Eleginar Mullaine</u> , <u>Preoident</u> , 15 to C and acknowledged the foregoing instrument to be the free act and deed of
Notary Public  My Commission Expires 12/20/02
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#### APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

# MASSACHUSETTS HISTORICAL COMMISSION

nusetts Historical Commission

# COMMONWEALTH OF MASSACHUSETTS

May 25 , 1999 Suffolk, ss.

Then personally appeared the above named Judith B. McDonough and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Historical Commission, before

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My Commission Expires 10/9/2003

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#### RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature which are part of ordinary maintenance and repair do not require MHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change which must be reviewed by the MHC, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations which may be contemplated by building owners.

#### PAINT

<u>Minor</u> - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

<u>Major</u> - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

#### WINDOWS AND DOORS

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

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

#### EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

<u>Major</u> - Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or comice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

#### LANDSCAPE/OUTBUILDINGS

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

Major - Moving or subdividing huildings or numeric, altering of gregority altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

#### WALLS/PARTITIONS

Minor - Making, fully, rayersible, changes, Q.e., scaling, off, dnam, in, situ, leaving dawn and dawn openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major: Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

# HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

<u>Major</u> - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

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

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

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

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## 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

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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.

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#### 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".

#### 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.

- 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.

# Value of Grantee's Property Right

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

# 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.

#### 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-infact 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:

# 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 preexisting 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 7th day of April . 2010.

THE BELMONT WOMAN'S CLUB

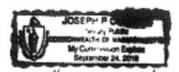
By: Janda Kendall Sandra J. Kendall, President duly authorized

# COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 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 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.

Nogary Public My Commission Expires:



ACCEPTANCE OF GRANT

The above Conservation Restriction accepted this A

2010.

BELMONT LAND TRUST, INC.

By: Neal A. Winston, President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

carry Public and Vissachuses October 6, 2011

Notary Public My Commission Expires:

APPROVAL BY SELECTMEN

Selectman
Selectman
Selectman

# COMMONWEALTH OF MASSACHUSETTS

Midd	lesex.	601
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On this 18th day of Your 2010, before me, the undersigned notary public, personally appeared Dollah To 50185 Mark 1. Vision 100 and Action R. Vision 200 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. Cota 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: (0/W \_\_\_\_, 2010

Secretary of Energy and Environmental Affairs

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.,,	
COMMONWEALTH OF MASSACHUSETTS	
On this 22 day of personally appeared (2010, before me, the undersigned notary public, 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: (2/15/2011	
Virole Sicural	
13	

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 Restrictive and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

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3. Acquisitions: For acquisition projects, attach appraisals and agreements if available. Attach a copy of the deed.

None

4. Feasibility: Provide a list of all further actions or steps that will be required for completion of the project, such as environmental assessments, zoning approvals, and any other known barriers to moving forward.

Possible proper lead precautions as consistent with EPA regulations of any lead paint removal will be utilized.

- 5. Hazardous Materials: Provide evidence that the proposed project site is free of hazardous materials or there is a plan for remediation in place.

  None
- 6. Permitting: Provide evidence that the project does not violate any zoning ordinances, covenants, restrictions or other laws or regulations. What permits, if any, are needed for this project? Provide the expected date of receipt for necessary permits, and copies of any permits already acquired.

  No lead point testing has been done at this time. The type of execution of the preliminary.

No lead paint testing has been done at this time. The type of execution of the preliminary painting will require a lead paint test.

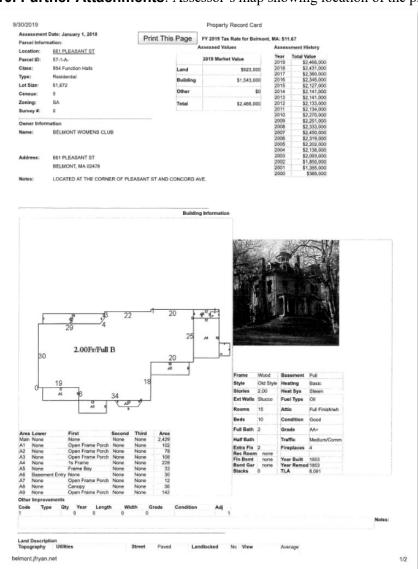
- 7. Environmental Concerns: Identify all known wetlands, floodplains, and/or any natural resource limitation that occur within the boundaries of your submission.

  Not applicable.
- 8. Professional Standards: Evidence that appropriate professional standards will be followed if construction, restoration or rehabilitation is proposed. Evidence that the applicant has the proven or potential capacity to conduct the scope and scale of the proposed project, as evidenced by project leaders with appropriate qualifications and technical experience or access to technical expertise.

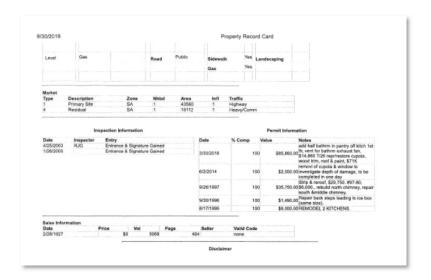
Strict adherence to recommended historical preservation materials and techniques will be requested during the procurement process. All bids require specifications and historic preservation know-how as one of the element criteria. The successful selection of a qualified contractor to perform the work will be based under the Massachusetts government contracting guidelines and bid selection process. The restoration work outlined in this funding request will also comply with the Standards for Rehabilitation stated in the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties.

9. Fundraising: Private persons who wish to contribute to a particular CPA project have the following fundraising options: A) Establish a 501 © (3) organization and set up a separate bank account in its name. This requires IRS filings on the part of the entity that sets it up. Collect and deposit all funds into the bank account you set up. B) Work with the Treasurer's Office to set up an account in the name of the CPA Project. Define the purpose of the fund raising and what the money will be used for.

Not applicable.



# **10. Further Attachments**: Assessor's map showing location of the project.



# **Current Property Conditions**









































