

Community Preservation Committee

Town of Belmont

CPA Funding- Final Application

Deadline: December 2, 2019 by 7 pm EST.

Community Preservation Committee

c/o Floyd S. Carman, Treasurer

Town of Belmont

PO Box 56

Belmont, MA 02478

Homer House Window Restoration Project Projec Title:

661 Pleasant Street

Project Location: Belmont, MA 02478

wmurphy@nesl.edu

e-mail:

Wendy Murphy, Co-President Belmont Woman's Club Applicant/Contact Person:

Maria Pappadopolous, Co-President Belmont Woman's

Belmont Woman's Club Organization

P.O. Box 447, Belmont, MA 02478 Mailing Address:

Telephone: Wendy Murphy (617) 699-3531

Wmurphy@nesl.com Email:

CPA Category (refer to chart on the following page and check all that apply):

Historic Preservation Community Housing

Recreation **Open Space**

Amount Requested: \$100,000

20

Total Project Cost: \$110,000

Signature: Wendy Murphy

CPA Category: Historic Preservation

Date: December 2, 2019

CPA Funding- Final Application

Project Description:

The goal of 2019 the Belmont Woman's Club ("BWC") Belmont Community Preservation Application ("CPA") funding is to restore the windows in the historic, 1853 William Flagg Homer House ("Homer House") located in the Belmont and Pleasant Street Historic Districts. William Flagg Homer was the uncle of famed American artist Winslow Homer.

Currently, the Homer House windows are inoperable as well as inefficient for interior temperature control. In addition, the windows pose a risk to the integrity of the property because they permit water intrusion, which presents a risk of water and mold damage. Further, the windows pose a potential risk of harm to visitors because the deteriorating wooden frames and glazing could cause glass to break and fall out. (see attached photos of damage) Detailed descriptions of conditions and issues were noted January 19, 2014, by Arthur H. MacLeod, P.E., Principal, in the professional *Building Survey and Investigation* (funded by CPA in 2013). Since 2014, the windows have continued to deteriorate while the BWC has had to prioritize other maintenance and restoration projects.

Restoring the windows (43) will require the following work:

- · restoration of sashes, frames, glazing, and hardware;
- adding weather-stripping;
- · replacing broken or cracked glass;
- restoration of historic stained glass windows and doors;
- restoration and replacement of broken and damaged scrolls on exterior small curved dormer windows on the 3rd floor (noted in 2014 Building Survey);
- repair of pulley systems allowing windows to move up and down;
- majority of repairs will be done off-site

1A. Project Goals

Primary goals include: restoring operability to the windows for safety and proper ventilation of the house; restoration of exterior scrolls; and rehabilitation of stained glass windows.

The Project will contribute to the BWC's goal of offering greater public access to the Homer House, such as to utilizing the building as a space for community meetings, classes and historic tours.

The Project will also enhance the long-term integrity and sustainability of this historic resource by allowing the windows to be opened so that outside air will flow into the hot rooms during the summer. Repairs will also decrease drafts in the winter, thus improving the efficacy of the house's heating system. In addition, the Project will better protect public safety by preventing injuries from broken glass, and preventing rotten wooden pieces from the exterior third-floor dormer windows from falling off.

2A. Community Need:

This project is needed to preserve the highly visible Homer House as a local historic landmark that contributes Belmont's skyline located on Pleasant Street in Belmont's Historic District (the Pleasant Street Historic District was added to the National Register of Historic Places in 1979). The Homer House is listed as one example of Belmont's Historic Assets in the Town of Belmont Comprehensive Plan 2010-2020.

Structure	Address
Belmont Town Hall	455 Concord Ave.
Lyman Underwood Estate	50 Common St.
Thomas Clark House	59 Common St.
Abraham Hill House	388 Pleasant St.
Josh Shattuck House	981 Concord Ave.
Captain Eaton House	154 Mill St.
Christopher Grant House	325 Common St.
Jonathan Stone House	150-152 Washington St.
Wellington Hill Station	1 Common St.
Belmont Center Fire Station	50 Leonard St.
Waverley Sq. Fire Station	455 Trapelo Road
John Chenery House	52 Washington St.
Cushing Farm House	23 Oak Ave.
William Flagg Homer House	661 Pleasant St.
Thaddeus Frost House	291 Brighton St.
Stephen Frost House	467 Pleasant St.
William Goodridge House	323 Waverley St.
McLean Farm Barn	Mill St.

The Homer House sustains the unique character of the Pleasant Street neighborhood, while serving future generations as the locus of free lectures and community education programs hosted and sponsored by the BWC, such as the annual Literary on the Lawn event, and Etiquette Classes for grade school children.

This funding request meets the community needs of Belmont and falls within the CPC Guidelines by assisting in the preservation of one of Belmont's historical assets, and supporting the character of Belmont's "Town of Homes" atmosphere. Continuously throughout the year, the BWC welcomes the community to the Homer House, and educates the public about the significance of the house as part of Belmont's history. The BWC routinely produces programming about Winslow Homer's ties to Belmont, and the important efforts of original BWC members who rescued the Homer House from

destruction in 1927, only a few years after the Woman Suffrage Movement led to women around the country becoming more active in public life.

More specifically, the Homer House serves the Belmont Community by:

- Preserving the essential character of the Town as described in the Comprehensive Plan. The highly visible local landmark contributes to Belmont's historic skyline on Pleasant Street in Belmont's Historic District (the Pleasant Street Historic District was added to the National Register of Historic Places in 1979). The Homer House is listed as an example of Belmont's Historic Assets in the Town of Belmont Comprehensive Plan, 2010-2020 (see attached).
- Providing long-term contributions to the Town. The BWC produced a short film entitled *Winslow Homer's Belmont*, in collaboration with the Belmont Savings Bank, the Belmont Media Group, and the Cultural Council. Copies of the film have been donated to various community groups and is used as part of the BWC's educational programming during tours of the Homer House. This contributes to the goals of "creating economic value" and promoting a "higher quality of life" town wide, as stated in Belmont's Comprehensive Plan.
- Enhancing public access to the Homer House. Over the past 100 years, the BWC has invited the public to the Homer House for events such as "Croquet on the Lawn" during Town Day, Easter egg decorating, historic tours, Literacy on the Lawn, https://literacyonthelawn.org, Etiquette Classes for elementary school aged children, and cultural programs such as plays, speakers, and holiday open houses.
- Preserving the significance of Winslow Homer's connection to Belmont. The House is acknowledged as one of only two sites in the U.S. directly associated with the life and early works of Winslow Homer (1836-1910). The second site is Homer's studio in Prout's Neck, ME. Winslow Homer completed many works of art depicting Belmont people and places, including a painting that was published on the cover of Harper's Weekly on June 26, 1861, entitled "Women Making Havelocks for the Volunteers." (see attached) This piece features a group of women sewing uniforms for the Union soldiers in the front parlor of the Homer House. Homer's well-known 1866 "Croquet Paintings" depict young people playing croquet on the front lawn of the Homer House. (see attached).
- Providing a public benefit. The BWC has donated use of the house to community organizations, such as Belmont's Porchfest organizers, Belmont Media Center, and the Foundation for Belmont Education as a fundraising item. The BWC regularly provides free tours for several groups, including recent tours for groups of individuals from the Harvard Art Museum and the Senior Center. The BWC also allows town employees, such as police officers, to park on the property to alleviate some of the parking congestion in the downtown area.

3A. Community Support:

The BWC has attached two letters of support for the window restoration project One resident felt that "... restoration is the right thing to do environmentally."

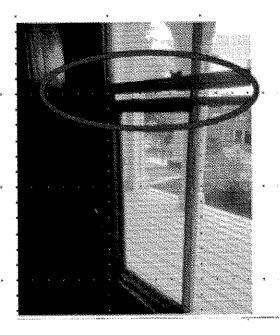
A representative of the Historic District Commission expressed support for the project during the CPA committee hearing in November. The BWC is scheduled to meet the Commission December 10 to formally secure their support.

For almost 100 years, the BWC has volunteered to maintain and preserve the Homer House, which has sustained the unique character of the historic Pleasant Street neighborhood while serving the needs of new generations through community education programs, tours, and other events hosted and sponsored by the BWC.

4. **Project Documentation**: See examples in photos below, and excerpts from the 2013 Building Survey and Investigation.

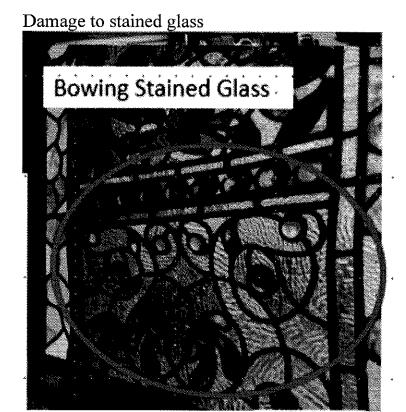
Alignment issues and broken locks



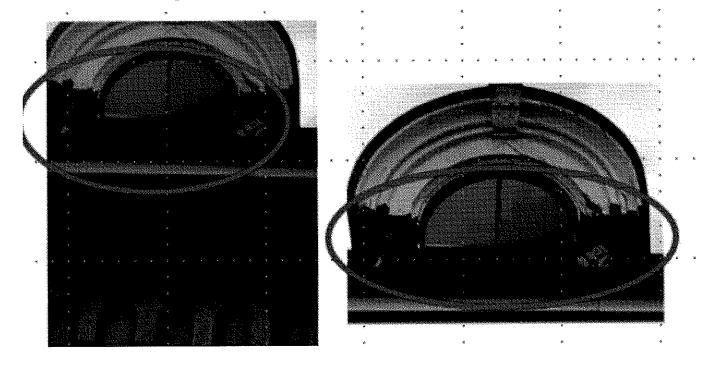


Cracked glass





Exterior small curved windows on the 3rd floor. Some of the sconces/scrolls have fallen off and need to be replaced. Others are rotted and need repair.



Excerpt from the 2013 Building Survey and Investigation.

William Flagg Homer House Belmont Woman's Club

Conditions Overview

Overall, the landmark William Flagg Homer House is Within the recent past, a new rubber roof was insta floor dormers, and copper gutters and downspouts

5A. Timeline:

- July September 2020: Solicit/award qualified contractor
- September December 2020: Phase I Preparation of construction documents/
 Request Certificate of Appropriateness from Belmont Historic District Commission
- February April 2021: Request Building Permit from Town of Belmont
- April October 2021: Phase II Construction Full Restoration is done off site and windows are out for 4-6 weeks per batch (1 batch = 20 windows, about 2.25 batches are needed). All of this is weather-dependent; CPC notified at beginning and end of Phase II; CPC Site Visit
- November 2021: Final Report to Community Preservation Committee.

6A. Credentials:

The Belmont Woman's Club leadership successfully managed and completed, within the original budget, two previous CPA awards (the Building Survey and Investigation project approved for CPA funding in 2013 and the 1853 Homer House Rehabilitation and Restoration of the Cupola approved for CPA funding in 2015). Current Co-President Wendy Murphy, Esq managed the 2015 project as well as the construction of the handicapped accessible bathroom within the Homer House. The previous Co-President involved in 2015 CPA award, Erika Cherko-Soykan, Esq, is experienced in government contracting and will provide guidance to the club regarding compliance with government procurement laws relating to the proper bidding and contracting process. The BWC's Board and members have professional backgrounds in finance, real estate and local business. From time to time, should the matter arise, the BWC will seek advice and direction from of the Belmont Historic District Commission and the CPC Committee.

7A. Success Factors: How will the success of this project be measured?

The project's success will be measured by assessing the following factors:

- 1. Successful selection of a qualified contractor to perform the work under the Massachusetts government contracting guidelines and bid selection process.
- 2. Successfully securing and restoring the exterior mouldings around the windows on the 3rd floor.
- 3. Successfully repairing all damaged window parts, and restoring functionality to all windows to ensure safety, and permit proper air circulation.
- 4. Completing the project within budget and projected time frames.

8A. Budget:

Draft Estimate - November 2019 Priority Restoration Scope for CPA Grant Application

Window Restoration 43 double hung windows:

Materials, Carpentry & Finishes (painting) work on windows \$74,500

Mouldings on 3rd floor windows exterior trim:

Cost to replicate missing pieces and restore those that are salvageable \$3,800 Stained glass windows/doors/lay lite includes:

cost to repair lead came, replace broken glass,

re-cement everything; and

\$8,000 flatten them as best as possible \$8,700 Materials to temporarily board up windows Plexiglas/plywood \$5,000 Staging/access/safety provisions \$10,000 Contingency

Total Estimated Costs*:

\$110,000

Window Estimate Worksheet

Client	Belmont Women's Club						
Window ID	Pane width	Pane height	# of panes	Count			
1st Floor	16	30	4	6			
	20	40	4	2			
	15	48	4	1			
	22	42	4	1			
	20	44	2	2			
	16	44	4	2			
·····	45	47	2	2			
	43	41	2	2			
2nd Floor	23	<u></u>		3			
	22	40	4	3			
	20	42	5	2			
	16	32	4	4			
	20	40	4	2			
	15	40	4	1			
3rd Floor	17	20	4	9			
	16	24	5	1			
total				43			

^{*}Preliminary estimate provided by Window Woman of New England, from Amesbury, MA (Home Improvement Contractor registration #166056, fully insured). Window Woman is a highly regarded business, with extensive expertise in the area of historic window restoration. The owner, Alison Hardy, visited the Homer House, took detailed measurements, and provided an estimate for her work. (see below)

9A. **Other Funding:** Any additional funding needs will be raised from the BWC annual membership fees/donations and fundraisers. The BWC currently has sufficient funds to support this project. The BWC is an established 501(c)(3) nonprofit organization.

10A. Town Properties: Not applicable

11A. Maintenance: Not applicable

12A. Impact on Town Budget: none

Additional Information:

1B. Control of Site: The Belmont Woman's Club has been the current owner of the property since 1927 (see Deed below).

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hands and one is then first day of March 1987.

Praham E. Hiso to C.B.S.

Carl S. Stenatron (soul)

Carl Goots January

Signs O. Stenatron (soul)

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Hier. Invery Fublic. My commission expires Screeber M. 1932.

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I, Salle G. Chaffee, holder of a northest from Carl E. Stenblum to me toted March 1, 1827 recorded with Middlesex South District Deede Horch 1, 1827, ASDION said northest and the note and claim secured thereby to Waverlay Crust Company. NITABIS my band and seal this first day of March 1927. Relie S. Chaffee [seal] Commonwhile Or Manualus. SETTS. Middlesex so. March 1, 1827. Then personally appaired the above noned belle G. Chaffee and adminished the foregoing instrument to be har free and ded deed, before re, Picher E. Mice, Notory Poblics. My nonclassion expires Hor. Se, 1933.

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2B. **Deed Restrictions**: an appropriate deed restriction, meeting the requirements of Chapter 184 of Mass General Laws pursuant to section 12 of the Community Preservation Act, will be filed with the CPC. Provide a copy of the actual restrictions that will apply to this project is below.

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.

BX30257PG01

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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 Commenwealth of Massachusetts, by and through the Massachusetts Historical Commission breated at the Massachusetts Archives Building. 220 Morrissey Boulevard, Boston, Massachusetts 62125, hereinafter referred to as the Commission, and the Beanont Worsen's Chib 661 Pleasant Street, Belmont, Ma. hereinafter referred to as the Grantes.

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, 922</u> from <u>Carl O. Sten Strom</u> to <u>Delineat Women's Quib</u> record with the Middlesex South Registry of Deeds, Book <u>5049</u>, Page <u>404</u>, and which is located at 661 Pleasure 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 architectoral, 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 habitut as well as containing several mature specimens of native trees.

Historic Resources

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

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

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

A. Binding Effect

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

B. Prohibited Acts and Uses

The construction, within the Building Envelope shown on the Plan, of any structure which would extend catside 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.

BK30257PG013

- 3. Alterations: The Gramor 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, architeological 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 Granter, 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.
- 5. <u>Validity and Severability</u>: 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.
- 6. <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.
 - 7. 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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	Eleanor Hulland Hendert, Belmont Woman's Will	
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Then perso and acknowledged th before me,	naily appeared the above named <u>License Avillone</u> , <u>Freedomil</u> , to foregoing instrument to be the free act and deed of <u>OALC</u>	<u> </u>
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	Page 4	•
20,000		·

EX30257PG015

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

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

MASSACHUSETTS HISTORICAL COMMISSION

Judith B. McDonough

Messachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffalk, ss.

May 25 1999

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

Notary Public

<u>Ulsa 71. Fit of gleened</u> My Commission Expires 10/1/2008

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RK30257PG016

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

Mings - Exterior or inserior hand scraping and repainting of non-descrative and non-significant surfaces as part of periodic maintenance.

Major - 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

Minor - 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 atom windows is also considered a major change, however, with notification it is commonly acceptable.

EXTERIOR

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

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

LANDSCAPE/OUTBUILDINGS

Minor - Rosnine maintenance of outbuildings and landscape including laws mowing, pruning, planting, painting, and repair.

Major. Moving ar subdividing haildings or quayerts; altesion, of quayerts; altesion, or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

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8K30257PG012

WALLS/PARTITIONS

Minor - Making, failty macraids, changes, (i.e. seeiing, off. donor, in situ., housing donor and donor openings fully exposed) to the spotial scrangement of a non-significant parties of the building.

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

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Mirror - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, distigured walls or floors, expensed wiring, doors, 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 pigos 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 auccessors 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 partion of a parcel of land located in the Town of Belmont, Massachusetts. The Grantor's property, constituting a total of approximistely 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, bereafter 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.

L. PURPOSES:

The Conservation Restriction Area is comprised of approximately 54,854 square feet of land, and is currently predominately undeveloped open space sustoursing 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 deasely 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.

This portion of the Conservation Restriction Area facing Pleasant Street consists mostly of landscaped lawn area with two massive ancient copper beach 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 latter 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 habitut as well as containing neveral mature specimens of native trees.

B. Historic Resources

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

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

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

A. Binding Effect

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

B. Prohibited Acts and Uses

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

- (1) Mining, excavation, dredging or removing from the Conservation Restriction Area soil, loam, peat, gravel, sand, rock or other mineral resources or natural deposits or otherwise make substantial topographical changes to this area.
- (2) Construction or placing of any temporary or permanent structures, including but not limited to skeds, 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 Rentriction Area of soil, refuse, trash, vehicle hodies or parts, rubbish, debris, junk, waste or other substance or material whatsnever, 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, sail conservation or wildlife liabitat and the scenic values protected berein;
- (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 adjunct to the use of the bouse 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 bezein;
- (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

- 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 walks, 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 contines;
- (5) Selective pruning, thianing 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 temperary 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;

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- (8) The maintenance, repair and replacement of existing underground facilities, with written notice to the Orantee, 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 trespuss, 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 Grantoe, 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 Gruntor 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 bereby 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 focation 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.

Granter 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, abute or correct any violation

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

8. 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

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unrestricted property at that time.

B. Value of Grantee's Property Right

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

C. Right of Grantee to Recover Proportional Value at Disposition

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

D. Grantor/Grantee Cooperation Regarding Public Action

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

E. Allocation of Expenses upon Disposition

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

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

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

VII. ASSIGNABILITY

A. Running of the Burden

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

B. Execution of Instruments

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

to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-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 donce to receive this Conservation Restriction directly and that Article 97 of the Amendments to the Massachusetts Constitution is complied with if applicable.

VIII. SUBSEQUENT TRANSFERS

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

IX. ESTOPPEL CERTIFICATES

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

X. EFFECTIVE DATE

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

XI. NOTICES

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

To Grantor:

The Belmont Woman's Club

661 Pleasant Street Belmont, MA 02478

To Orantee:

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 involid.

C. Severability

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

D. Entire Agreement

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

XIV. RECORDATION

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

XV. MISCELLANEOUS

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

No transfer of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall be effective if it will cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the no-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 seel this 7 day of 4pril. 2010.

THE BELMONT WOMAN'S CLUB

Sandra J. Kendall, Presidenty duly nuthorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this day of d

Notary Public
My Commission Expires:

JOSE PHI P C

ACCEPTANCE OF GRANT

The above Conservation Restriction accepted this 🔼

2010.

BELMONT LAND TRUST, NC

Neal A. Winston, President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

Notary Public

My Commission Expires:

APPROVAL BY SELECTMEN

Selectman

Selectman

Selectman

Selectman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

> Marion E. Cota Notary Public My Commission Expires: June 7, 2013

> > MARION E. COTÉ
> > Noney Public
> > Commission Explose
> > My Commission Explose

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL ATTAIRS
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. Las been approved in the public interest pursuant to Massachusetts General Laws, Chapler 184 Service 32.

Dated: (a/W , 2010

Secretary of Energy and Environmental Affairs

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COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:	
On this 22 day of , 2010, befor personally appeared A. Course	e me, the undersigned rectory public,
personally appeared May A. Caulds	brosed to me
through satisfactory evidence of identification wh	ich was personal knowledge to be the
person whose name is signed on the proceeding of	rattached document, and acknowledged
being anon man is abuse an an instrument a	
to me that he signed it voluntarily for its stated pu	those as secretary of the executive
Office of Energy and Environmental Affairs for the	e Commonwealth of Massachusetts.

Notary Public
My Commission Expires: [2/15] 2011

Virole Sicarel

EXHIBIT A

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

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

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

There esoutheasterly on said Concord Avenue four hundred seventy eight and 50/100 (478.50") feet to the point of beginning, containing one acre three quarters and ten rods, according to Plan made by S.P. Fuller, dated March 27, 1826, be said measurements more or less, excepting from the above description such portions of said land as have been taken by the Town of Belmont for highway purposes;

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

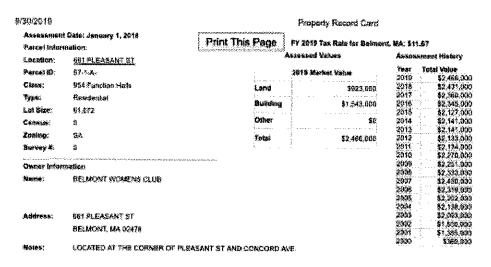
For title reference, see deed to Granter, Belmont Woman's Club, recorded Middlesex South Registry, Book 5069, Page 405 dated March 1, 1927. See also Plan entitled, "Conservation Restriction for 661 Pleasant Street Belmont, Massachusetts" by Bowditch & Crandall, Inc. dated June 10, 2010, recorded herewith.

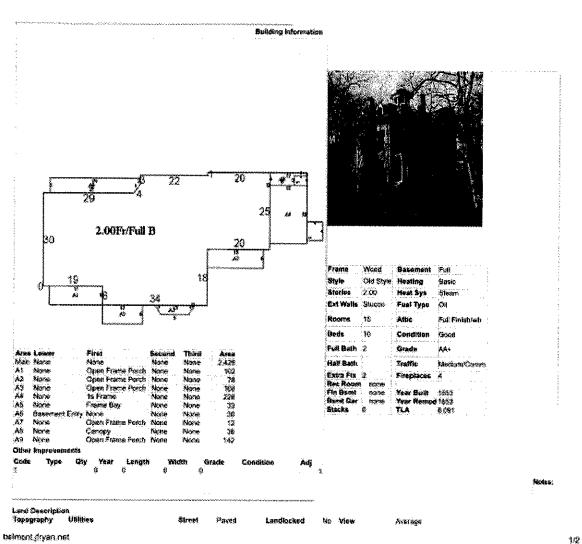
- 3B. Acquisitions: None, not applicable.
- 4B. Feasibility: There are no feasibility actions needed for this project. The proposed scope of work required for this project does not require any zoning review.
- 5B. Hazardous Materials: Encountering the possibility of lead paint. Many of the windows have varnished to show off the tone of the natural wood, while others windows are painted over. Removal of paint will be done by heat or steam in an enclosed environment (contractor's workshop) to minimize any air-born flaking of lead pain. Alison Hardy from Window Woman recently explained to the BWC that the project will require very little disturbance of interior paint, and that if they do any interior scraping, they will use containment and special tools that connect to their HEPA vacuums. When they remove the sashes, they put them in special heavy plastic bags and do all scraping in their shop, off-site.
- 6B. **Permitting**: This project is allowed under the current Belmont Land Trust Conservation Restriction. In order to comply with any historical restrictions, prior to beginning any work on the premise for this project, a Certificate of Appropriateness will be requested from the Belmont Historic District Commission as well as any necessary construction permits from the town of Belmont.

7B. Environmental Concerns: None

8B. **Professional Standards**: The restoration work outlined in this funding request will comply with the Standards for Rehabilitation stated in the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties.

9B. Further Attachments: Assessor's Map





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Town of Belmont Comprehensive Plan 2010-2020

Belmont Comprehensive Plan 2010-2020

BELMONT'S HISTORIC PRESERVATION SNAPSHOT

Historical Associations

- Belmont Historic District Commission
 - Permanent commission appointed by Selectmen to review additions and/or modifications to properties within the historic district
 - Offers advice on alterations to historic properties and nominates properties to the National Register of Historic Places
- Belmont Historical Society
 - Nonprofit group whose mission is to preserve the history of Belmont and present it to its citizens

Pleasant Street Historic District

- Added to the National Register of Historic Places in 1979
- Encompasses the area adjacent to Belmont Center
- Contains 100 structures on 40 acres
- Includes important public buildings such as Belmont Town Hall

Examples of	Historic Assets
Structure	Address
Belmont Town Hall	455 Concord Ave.
Lyman Underwood Estate	50 Common St.
Thomas Clark House	59 Common St.
Abraham Hill House	388 Pleasant St.
Josh Shattuck House	981 Concord Ave.
Captain Eaton House	154 Mill 5t
Christopher Grant House	325 Common St.
Jonathan Stone House	150-152 Washington St.
Wellington Hill Station	1 Common St.
Belmont Center Fire Station	50 Leonard St.
Waverley Sq. Fire Station	455 Trapelo Road
John Chenery House	52 Washington St.
Cushing Farm House	23 Oak Ave.
William Flagg Homer House	661 Pleasant St.
Thaddeus Frost House	291 Brighton St.
Stephen Frost House	467 Pleasant St.
William Goodridge House	323 Waverley St.
McLean Farm Barn	Mill St.



Belmont Town Hall



Waverley Square Fire Station



McLean Farm Barn



Josh Shattuck House

Attachment Community Support Letters

Letter 1 from Maureen Joaquin

Cherko-Soykan, Erika

From:

Senta

Sunday, December 1, 2019 6:32 PM Cherko-Soykan, Erika

To: Subject:

Fwd: BWC letter of support

Sent from my iPhone

Begin forwarded message:

From: maureen 1.com
Date: September 29, 2019 at 9:45:16 AM EDT

To: <u>com</u>
Subject: BWC letter of support

Hello

As a member of the Belmont Woman's Club, I am submitting this letter of support in favor of the application for a Community Preservation Act grant to restore windows in the 1853 Homer House, located at 661 Pleasant Street.

I believe restoration is the right thing to do environmentally.

Additionally, the Homer House is an important part of Belmont's history both architecturally and historically. The Woman's Club rescued the house from destruction in 1927 and its members have volunteered for decades to maintain and preserve the house for public enjoyment. The property requires constant maintenance. Funding would help us immensely, given our very limited budget.

Yours truly.

Maureen Joaquin snadio m | design 79 Richmond Road Belmont

Letter 2 from Janice M. Ellard

Cherko-Soykan, Erika

From: E.J. Cherko <e components on Sent: E.J. Cherko <e components on Sunday, December 1, 2019 6:31 PM

To: Cherko-Soykan, Erika

Subject: Fwd: Grant

Sent from my iPhone

Begin forwarded message:

From: janicemaxine <i and net Date: September 29, 2019 at 6:15:13 PM EDT

To: e con

Subject: Grant

I am submitting this letter of support in favor of the Belmont Woman's Club's application for a Community Preservation Act Grant to restore windows in the 1853 Homer House. Thank you, Janice M. Ellard