

DEED WITH CONSERVATION AND PRESERVATION RESTRICTIONS

The **COMMONWEALTH OF MASSACHUSETTS** (hereinafter the "Grantor"), acting by and through its Division of Capital Asset Management and Maintenance ("DCAM"), with a mailing address at One Ashburton Place, Boston, Massachusetts 02108, and on behalf of its Department of Conservation and Recreation ("DCR"), having a principal business address of 251 Causeway Street, Boston, Massachusetts 02114, and on behalf of the Massachusetts Historical Commission ("MHC") having an address at 220 Morrissey Boulevard, Boston, Massachusetts 02125, and on behalf of the Massachusetts Water Resources Authority ("MWRA"), a body politic and corporate established pursuant to Chapter 372 of the Acts of 1984, having a principal business address of Charlestown Navy Yard, 100 First Avenue, Boston, Massachusetts 02129, under the authority of Chapter 218 of the Acts of 2000 (the "Act") and the provisions of section 40F½ of Chapter 7 of the Massachusetts General Law for consideration of **Four Million Five Hundred and 00/100 Thousand Dollars (\$4,500,000.00)** paid and, in consideration of the promises and other good and valuable consideration described in the LDA (defined below), the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the performance by Grantee of the restrictions, covenants contained herein, does hereby grant to **WATERWORKS PARK LLC**, a Massachusetts limited liability company ("Grantee"), with a mailing address at c/o Edward A. Fish Associates, LLC, 65 Allerton Street, Boston, MA 02119, all right, title and interest of the Grantor and the MWRA, in and to that certain parcel of land and buildings thereon (the "Premises") located off of Beacon Street in the City of Boston (Chestnut Hill), more fully described below.

The Grantor reserves unto itself, DCR, MHC, and the MWRA, the easements, rights, interests, restrictions, covenants and conditions specifically contained herein, including the easements, rights, interests, restrictions, covenants and conditions affecting the Restricted Area contained herein in, to and upon the Premises, including, without limitation, upon the "Restricted Area" as more fully described below.

The Premises consists of approximately 7.845 acres of land as shown on a plan entitled **Chestnut Hill Waterworks Plan of Land in Boston, MA dated July 15, 2005** (the "Plan"), said Plan to be recorded herewith, and as further described in **Exhibit A** attached hereto and incorporated herein by reference. The Plan provides a more detailed representation, suitable for recording at the Registry of Deeds, of the land shown on the survey plan referenced in Section 1 of the Act. The Restricted Area, which consists of approximately 148,015 square feet of land area as shown on a plan entitled **Chestnut Hill Waterworks Restricted Area Plan in Boston, MA dated July 12, 2005** (the "Restricted Area Plan"). The said Restricted Area Plan, more or less, is the area described on the site plan referenced in Section 2 of the Act. Except as set forth in Section II below, no portion of the interior of any of the buildings located or to be located on the Premises shall be deemed to be part of the Restricted Area, the Conservation Area, or the Preservation Restriction Area.

For Grantor's title see Taking by the Commonwealth of Massachusetts dated January 1, 1898 recorded in Book 2495, Page 580; Taking by the Commonwealth of Massachusetts dated May 23, 1899 recorded in Book 2613, Page 326; and Deed from the City of Boston dated July 23, 1942 recorded in Book 6109, Page 89; further reference is also made to the Deed dated June 23, 1899 recorded at Book 2616, Page 146 from The Boston and Albany Railroad Company to

Return: Commonwealth Land Title
265 Franklin St.
Boston MA 02110



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2436 Beacon St., Brighton

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the Commonwealth of Massachusetts which followed the taking referenced above dated May 23, 1899 recorded in Book 2613, Page 326.

Meaning and intending to convey the Premises and buildings thereon howsoever the same may be bounded and described, and including in the conveyance any portion of the Premises that may fall within an area along the northern boundary of Beacon Street that may have been erroneously described in connection with a taking made for the widening of Beacon Street by the City of Boston, but reserving unto the Grantor and the MWRA the rights, interests restrictions and easements described herein. This conveyance follows the "declaration" of the MWRA as described in said Act. A copy of said Declaration is attached hereto as **Exhibit B** and incorporated herein.

This conveyance is made subject to the provisions of the Act and subject to and with the benefit of all rights, restrictions and easements of record, if any, in the Suffolk District Registry of Deeds insofar as the same remain in force and applicable. This conveyance expressly excludes any underground fixtures or personal property consisting of water or sewer pipes and associated delivery systems and infrastructure transferred to, installed, owned or maintained by the MWRA pursuant to Chapter 372 of the Acts of 1984.

I. Conservation Restriction.

By its acceptance of this Deed, and as partial consideration therefor, the Grantee, on behalf of itself, its successors and assigns hereby agrees to be bound by the following covenants, restrictions and conditions. The Grantor reserves unto itself and its DCR, in perpetuity and exclusively for conservation, open space and recreation purposes a Conservation Restriction ("Conservation Restriction") in, to, and upon the Restricted Area, which area is marked Conservation Restriction on the attached plan entitled **Chestnut Hill Waterworks Conservation Easement Plan in Boston, MA dated July 13, 2005 (the "Conservation Restriction Plan")** and further described as follows:

A. Purpose.

This Conservation Restriction is defined in and authorized by Sections 31 and 32 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts. The purposes of this Conservation Restriction are: to assure that the Restricted Area will be retained in perpetuity predominantly in its historic natural, scenic, and open condition; to provide appropriate public access and recreation opportunities; and to further conservation and open space uses consistent with Chapter 218 of the Acts of 2000, and to prevent any use of the Restricted Area that will significantly impair or materially interfere with the conservation values thereof.

B. Prohibited Acts and Uses.

As shown on the Conservation Restriction Plan, the Conservation Restriction will at all times be held, used, and conveyed subject to the following restrictions, and Grantee shall not perform or permit the following acts or uses on the Restricted Area, as the following acts and uses are prohibited on the Restricted Area:

- (1) Constructing, placing or allowing to remain of any dwelling, building, tennis

court, landing strip, mobile home, swimming pool, fence, asphalt or concrete pavement, parking area, billboard or other permanent advertising display, utility pole or tower, conduit, line, fence, barrier, wall, septic system, or any other temporary or permanent structure or facility on, above or under the Restricted Area;

- (2) Mining, excavating, dredging or removing from the Restricted Area soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposits;
- (3) Placing, filling, storing or dumping on the Restricted Area of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, hazardous substances, wastes or materials, oil, or any other substance or material whatsoever, including, but not limited to, the installation of underground storage tanks;
- (4) Activities detrimental to drainage, flood control, water conservation, erosion control, or soil conservation;
- (5) Removal or destruction of healthy trees, shrubs, or any other vegetation thereon;
- (6) The storage or application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Restricted Area, excluding customary chemicals used in the care and treatment of landscaping or insect control;
- (7) Any other uses of or activities on the Restricted Area which would be inconsistent with the purposes of this Conservation Restriction or detrimental to the conservation interests which are the subject of this Conservation Restriction;
- (8) Conveyance of a part or portion of the Restricted Area alone (as compared to conveyance of the Restricted Area in its entirety which shall be permitted), or division or subdivision of the Restricted Area, without the prior written consent of DCR;
- (9) The installation and maintenance of groundwater extraction wells and associated equipment and pipelines and similar equipment for use in extracting groundwater, collecting surface water, and/or transporting said water for sale or use off the Restricted Area for private use;
- (10) Planting, release, cultivation, maintenance, or other activity that would result in the intentional introduction, intentional establishment, and/or intentional enhancement of plant, animal, insect, or other species that are not native to the Commonwealth of Massachusetts;
- (11) Tillage; grazing or sheltering of livestock or animals; and
- (12) Any other use or activity which would materially impair the significant conservation interests of the Restricted Area unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.

C. **Permitted Acts and Uses.**

The following acts and uses otherwise prohibited in Section I(B) are permitted on the Restricted Area but only if such acts and uses do not materially impair the purposes of this Conservation Restriction:

- (1) Removal of gravel, sand, soil and rocks from sites on the Restricted Area related to or for use on the Restricted Area associated with activities and purposes authorized herein, such as part of projects for maintenance, repairs or improvements to the historic structures, parking areas and historic landscaping, provided Grantee uses adequate erosion control measures and restores to a natural condition all areas from which said gravel, sand, soil and rocks are removed to the satisfaction of the DCR. The restoration of the gravel, sand, soil and rock area to its natural condition shall include but not necessarily be limited to the grading of cut banks to a natural angle of repose, the respreading of topsoil over the disturbed area, the stabilization of said area against erosion and the revegetation of the disturbed area with native plant species. Any topsoil removed in said activities shall be stockpiled to be used in restoration of the removal site to the extent possible.
- (2) installation, replacement, maintenance or repair of underground utility systems to serve the Premises provided that excavated areas are restored as described in Section I(C)(1).
- (3) Cutting, pruning, mowing, and removal of trees, shrubs, and other vegetation in accordance with established forestry practices to remove hazards, diseased trees, insect damage or to enhance habitat values and view corridors.
- (4) The erection and maintenance of signs identifying ownership of the Restricted Area; its status as a conservation reservation; the restrictions on the use of the Restricted Area; the identity or location of public access areas, areas of interest, history, natural features or other characteristics of the Restricted Area; for educating the public about the values of the Restricted Area; and for providing other like information.
- (5) The sale, lease or mortgage of the Restricted Area, provided that notwithstanding any such sale lease or mortgage, the Restricted Area shall remain subject to the terms of this Conservation Restriction.
- (6) The control, management, and eradication of species not native to the Commonwealth of Massachusetts under a Non-Native Species Control Plan approved by the Grantor.
- (7) Archaeological investigations. Conducting archaeological investigations and activities, including without limitation surveys excavation and artifact retrieval, under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and its approval by State Archaeologist of the MHC, and in accordance with Massachusetts Regulations 950 CMR 70.00.

- (8) Reconstruction, maintenance and repair of existing parking areas, associated access ways, and underground utility systems subject to the approval of DCR.
- (9) Placement and maintenance of trash barrels, receptacles, and benches or other "yard furniture" for the use of the Grantee or the public.
- (10) Use of the existing structures and additions as permitted under the Zoning Code for the City of Boston and consistent with the LDA.
- (11) Construction and completion of the Waterworks Park Project, which is further defined and approved by the Grantor in that certain Amended and Restated Land Disposition Agreement dated August 5, 2005 (as amended, the "LDA") and recorded at Suffolk Registry of Deeds at Book __, Page __, subject to the terms of this Conservation Restriction.
- (12) Environmental remediation work.

II. Preservation Restriction and MHC Review of New Construction

By its acceptance of this Deed, and as partial consideration therefor, the Grantee, on behalf of itself, its successors and assigns hereby agrees to be bound by the following covenants restrictions and conditions. The Grantor reserves unto itself and MHC, in perpetuity and exclusively for conservation, open space and recreation purposes the following described Preservation Restriction ("Preservation Restriction") in, to and upon the Restricted Area, which area is marked Preservation Restriction on the attached plan entitled **Chestnut Hill Waterworks Preservation Restriction Plan in Boston, MA dated July 16, 2005 (the "Preservation Restriction Plan")**. For purposes of the Preservation Restriction only, the Restricted Area shall also be deemed to include (1) the exteriors of the buildings located within the boundaries of the Restricted Area and (2) the interior portion of the Public Space Unit located in the High Service Building as defined in the LDA, including the three (3) historic steam engines located within the Public Space Unit.

A. Purpose.

This Preservation Restriction is defined in and authorized by Sections 31 and 32 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts and otherwise by law. The purposes of this Preservation Restriction are to preserve the Restricted Area and its important values for the enjoyment and appreciation of its architectural, archaeological and historical heritage and integrity, and to prevent any use of the Restricted Area that will significantly impair or interfere with the preservation values thereof. These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Restricted Area which have been listed on the National and State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Restricted Area include, but are not limited to, the artifacts, features, materials, appearance, character, setting and workmanship of the Restricted Area including those characteristics which originally qualified the Restricted Area for listing in the National and State Registers of Historic Places.

B. Terms.

The conditions, covenants and restrictions of this Preservation Restriction are as follows:

- (1) Maintenance of Restricted Area. The Grantee agrees to assume the total cost of continued maintenance, repair and administration of the Restricted Area so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Restricted Area in a manner satisfactory to MHC according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantee may seek financial assistance from any source available to it. Except as provided in the LDA, neither The Commonwealth of Massachusetts nor MWRA assumes any obligation for maintaining, repairing or administering the Restricted Area.
- (2) Alterations to Restricted Area. The Grantee agrees that no alterations shall be made to the Restricted Area, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Restricted Area, or (b) MHC has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantee, or (c) required by casualty or other emergency promptly reported to MHC. Ordinary maintenance and repair of the Restricted Area may be made without the written permission of MHC. 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 Deed with Conservation and Preservation Restrictions as Exhibit C and are hereby incorporated by reference.
- (3) Notice and Approval. Whenever approval by MHC is required under this Deed with Conservation and Preservation Restrictions, Grantee shall request specific approval by the MHC not less than (30) days prior to the date Grantee intends to undertake the activity in question. A request for such approval by the Grantee shall be reasonably sufficient as a basis for MHC to approve or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit MHC to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantee's reasonably sufficient request for said approval, MHC shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should MHC determine that additional time is necessary in order to make its decision, the MHC shall notify the Grantee. MHC's approval shall not be unreasonably withheld or delayed, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the purpose of this Preservation Restriction. Failure of MHC to make a decision within sixty (60) days from the date on which the request is accepted by the MHC or notice of a time extension is received by the Grantee shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after

the passage of time.

- (4) Alterations to Other Portions of the Premises. The Grantee further agrees that no new construction shall be undertaken on any portion or portions of the Premises not included within the Restricted Area, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Restricted Area, or (b) MHC has previously reviewed plans and specifications submitted by the Grantee and determined if such new construction will impair such characteristics of the Restricted Area, or (c) required by casualty or other emergency promptly reported to MHC. Ordinary maintenance and repair of portions of the Premises which are not included within the Restricted Area may be made without the prior review of MHC. 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 Deed with Conservation and Preservation Restrictions as Exhibit C and are hereby incorporated by reference. Nothing in this subparagraph (4) shall be deemed to require MHC approval of new construction on any portion or portions of the Premises which are not within the Restricted Area and nothing in this subparagraph (4) shall be deemed to exempt such new construction from review and/or approval under any other applicable law including, without limitation, review and approval by the Boston Landmarks Commission.

III. Permanent Easements to the MWRA.

In accordance with the terms of the Act, the Grantor reserves unto the MWRA for water purposes consistent with MWRA's mission pursuant to Chapter 372 of the Acts of 1984, as amended, the following easements:

- (a) A permanent right and easement to construct, inspect, repair, renew, replace, operate and forever maintain water supply pipelines and a permanent subsurface water tunnel, with their proper manholes, embankments, walls, culverts and appurtenances in, through and under those portions of the Premises shown on the attached plan entitled **Chestnut Hill Waterworks MWRA Easement Plan in Boston, MA dated August 9, 2005** (the "MWRA Easement Plan") marked as "PERMANENT MWRA EASEMENT SF - 17,532± S.F. or 0.402±Ac." and "PERMANENT MWRA EASEMENT- 120,655± S.F. or 2.770±Ac.". Said Permanent Easement is reserved to the MWRA without interference with or prejudice to the rights of the Grantor, except so far as is reasonably necessary in the exercise of the right and easement hereby reserved, and there are allowed to the Grantor and its heirs, successors and assigns all their respective rights in and to the use of their land lying within said easement for all lawful purposes not inconsistent with the use thereof by the MWRA for all lawful purposes hereinbefore mentioned, provided, however that unless a written permit of the MWRA shall have first been obtained, no buildings or structures or foundations of buildings or structures, or parts thereof, shall hereafter be erected or maintained in or upon any part of the permanent easement areas.
- (b) A permanent subsurface easement to construct, inspect, repair, replace operate and forever maintain a permanent subsurface water tunnel and all its proper appurtenances, shown on the

MWRA Easement Plan as "MWRA SUBSURFACE TUNNEL AND/OR ELECTRIC EASEMENT - 2,851± S.F." The subsurface easement shall be located between 150 and 250 feet below the surface of the permanent subsurface easement area. Access shall not be made to the permanent subsurface easement from the surface level, and said permanent subsurface right and easement shall be without interference with or prejudice to the rights of the Grantor, except so far as is reasonably necessary in the exercise of the right and easement hereby conveyed, and there are reserved to the Grantor and its successors and assigns all their respective rights in and to the use of the land lying within said easement for all lawful purposes not inconsistent with the use thereof by the MWRA for all lawful purposes herein before mentioned, provided, however, that unless the written consent of the MWRA shall have first been obtained, the Grantor shall not use explosives or drill for wells in the subsurface easement area.

IV. Access by the Commonwealth, the MWRA and the General Public

The Grantor (hereinafter in this Deed with Conservation and Preservation Restrictions) intending to mean DCAM and DCR unless expressly stated otherwise), MHC and the MWRA through their duly designated officers, directors, employees, representatives, and agents shall have the right to enter the Restricted Area at reasonable times and in a reasonable manner, including access by foot and/or by motorized vehicle, for the purpose of inspecting the Restricted Area, determining compliance with the terms of this Deed of Conservation and Preservation Restrictions, and preventing, abating or remedying any violations thereof.

This Deed with Conservation and Preservation Restrictions also reserves to the Grantor and the MWRA and grants to the general public the right and easement to enter upon and use the exterior grounds of the Restricted Area for passive outdoor recreational purposes such as walking, hiking, jogging, wildlife observation, and similar uses by the general public, provided that such activities shall not involve the use of motorized vehicles (except for motorized wheelchairs or similar equipment reasonably necessary to enable disabled members of the public to access the Restricted Area), shall not be detrimental to the purposes of or violate the terms of this Conservation Restriction, and shall not unreasonably interfere with Grantee's use and enjoyment of the Premises. The terms and conditions of public access, such as hours of access, may be determined by Grantee subject to the provisions of the LDA.

V. Legal Remedies.

A. Legal and Injunctive Relief.

The rights herein reserved include the right of the Grantor, MHC or MWRA to take any reasonable actions with respect to the Restricted Area as may be necessary or appropriate to remedy, abate or otherwise enforce any violations hereof, including the right to enforce this Deed with Conservation and Preservation Restrictions by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Restricted Area to its condition prior to the violation complained of (it being agreed that the Grantor, DCR, MHC or MWRA may have no adequate remedy at law), which rights shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantor. In the event of any authorized division or subdivision of the Restricted Area, or any authorized conveyance thereof, the obligations under this Deed with Conservation

and Preservation Restrictions with respect to the entire Restricted Area shall apply to each parcel comprising a part of the Premises, however divided or subdivided, and the rights retained herein by the Grantor, DCR, MHC and MWRA, including the right to take actions to remedy, abate or otherwise enforce any violations, shall not be limited by the division or subdivision of the Restricted Area. Notwithstanding anything to the contrary herein contained, nothing herein is intended to create, nor may be construed to create, a right of reversion or right of entry on behalf of the Commonwealth

B. Reimbursement of Costs of Enforcement.

In any action by the Grantor, MHC or MWRA to enforce the terms of this Deed with Conservation and Preservation Restrictions, if the Commonwealth, MHC or MWRA obtains judgment from a Court of law ruling that the Grantee has violated any of the terms of this Deed with Conservation and Preservation Restrictions, Grantee shall reimburse the Commonwealth, MHC or MWRA, as applicable, for all reasonable costs and expenses incurred in connection with obtaining and enforcing such judgment, including reasonable counsel fees and reasonable costs incurred in remedying or abating the violation.

C. Grantor Disclaimer of Liability.

Except as provided in the LDA, by the reservation of rights and easements under this Deed with Conservation and Preservation Restrictions, neither Grantor, MHC nor MWRA undertakes any liability or obligation relating to the condition or permitted uses of the Restricted Area. This provision does not apply to any legal liability of MWRA (excluding the Grantor) for acts or omissions of MWRA, its employees or agents in the exercise of its rights and easements under Section III as determined by a court of competent jurisdiction and excludes the obligations and undertaking of the MWRA under the LDA.

D. Non-Waiver.

Enforcement of the terms of this Deed with Conservation and Preservation Restrictions shall be at the discretion of the Grantor, MHC or MWRA, and any forbearance by the Grantor, MHC or MWRA to exercise their rights under this Deed with Conservation and Preservation Restrictions shall not be deemed or construed to be a waiver.

VI. Miscellaneous.

A. Severability.

If any provision of this Deed with Conservation and Preservation Restrictions shall to any extent be held invalid, the remainder shall not be affected.

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

C. Pre-existing Rights of the Public. The grant and acceptance of this Deed with Conservation and Preservation Restrictions pursuant to section 32 of Chapter 184 of the General

Laws 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 Restricted Area, and any such pre-existing rights of the public, if any, are not affected by the granting of this Deed with Conservation and Preservation Restrictions.

D. **Acts Beyond Grantee's Control.** Nothing contained in this Deed with Conservation and Preservation Restrictions shall be construed to entitle Grantor, MHC or MWRA to bring any action against Grantee for any injury to or change in the Restricted Area resulting from causes beyond Grantee's control, including fire, flood, storm, and earth movement, or from any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Area resulting from such causes.

E. **Legal Compliance.** The exercise of any permitted activity or use by the Grantee under this Deed with Conservation and Preservation Restrictions shall be in compliance with the then-current Zoning Ordinance applicable to the Restricted Area, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state, and local environmental protection and other laws and regulations, and the Grantee agrees not to seek a variance therefrom for any purpose without written consent of the Grantor. The inclusion of any permitted activity or use in this Deed with Conservation and Preservation Restrictions requiring a permit from a public agency does not imply that the Grantor, MHC or MWRA takes any position on whether such permit should be issued. Any activity or use not permitted herein is prohibited without the express written consent of the DCR, as to the Conservation Restriction, or MHC, as to the Preservation Restriction, stating that such activity or use is not inconsistent with the purposes of this Deed with Conservation and Preservation Restrictions.

VII. **Subsequent Transfers.**

The Grantee agrees to incorporate by reference the terms of this Deed with Conservation and Preservation Restrictions in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Restricted Area and/or the Premises, including without limitation, a leasehold interest. The Grantee further agrees to give written notice to the Grantor, MHC and MWRA of the proposed transfer of any interest at least thirty (30) days prior to the date of such transfer. Failure of the Grantee to do so shall not impair the validity of this Deed with Conservation and Preservation Restrictions nor limit its enforceability in any way. Should the Grantor, MWRA or their successors or assigns, come to own all or a portion of the fee interest subject to this Deed with Conservation and Preservation Restrictions, (i) the doctrine of merger shall not apply to or extinguish or limit the covenants, conditions, restrictions or easements contained in this Deed with Conservation and Preservation Restrictions, and (ii) the owner of the fee interest shall, subject to applicable laws, including, without limitation, laws regarding the expenditure of funds by agencies of the Commonwealth, be bound by the obligations, easements and restrictions imposed upon the Restricted Area by this Deed with Conservation and Preservation Restrictions.

VIII. **Required Notification, Consent and Approvals**

A. The Grantee shall notify the Grantor in writing at least thirty (30) days prior to undertaking any act or use for which Grantor's approval is required or any act or use not

otherwise addressed in this Deed with Conservation and Preservation Restriction which Grantee has a good faith reason to believe may materially impair the conservation interests associated with and protected by this Deed with Conservation and Preservation Restrictions. Whenever the consent or approval of Grantor, MHC or MWRA is required under the terms of this Deed with Conservation and Preservation Restrictions for any matter or action and the time in which consent or approval is to be given is not otherwise addressed in this Deed with Conservation and Preservation Restrictions, the Grantor, MHC or MWRA shall grant or withhold such consent or approval in writing within sixty (60) days of receipt of the written request therefor, and the Grantee shall not undertake the activity in question until the expiration of said sixty (60) day period. Any such requested consent or approval shall not be unreasonably withheld so long as the granting of said consent or approval is consistent with the terms and purposes of this Deed with Conservation and Preservation Restrictions. The failure of Grantor, MHC or the MWRA, as the case may be, to act in writing within the stated sixty (60) day time period shall constitute consent or approval. Grantee's notice in writing shall be deemed to have occurred at the earlier of (i) Grantee's receipt of notice by certified U.S. mail or (ii) the date of written acknowledgement of receipt by Grantor, MHC or MWRA, as the case may be, of notice as transmitted through an acceptable alternative means (e.g. tele-fax).

Any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

Grantor: Commissioner
Division of Capital Asset Management
One Ashburton Place
Boston, MA 02108

and (for matters related to the Conservation Restriction)

General Counsel
Department of Conservation and Recreation
251 Causeway Street
Boston, MA 02114

MHC: Executive Director and Clerk
Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, MA 02125

MWRA: Executive Director
Massachusetts Water Resources Authority
Charlestown Navy Yard
100 First Avenue
Boston, MA 02129

Grantee: Waterworks Park LLC
C/O Edward A. Fish Associates LLC
65 Allerton Street

Boston, MA 02119

With a Copy to Grantee's Counsel:

Kevin P. Joyce, Esq.
Nixon Peabody LLP
100 Summer Street
Boston, MA 02110

IX. Proceeds from Extinguishment; Eminent Domain

The Grantor and the Grantee agree that the grant of this Deed with Conservation and Preservation Restrictions gives rise to a property right, immediately reserved and vested in the Grantor, with a fair market value that is at least equal to the proportionate value that this Deed with Conservation and Preservation Restrictions determined at the time of the conveyance bears to the value of the unrestricted Restricted Area at that time. Such proportionate value of the Grantor's property right shall remain constant. If any change in conditions ever gives rise to extinguishment or other release of this Deed with Conservation and Preservation Restrictions under applicable law, then the Commonwealth of Massachusetts, on a subsequent sale, exchange or involuntary conversion of the Restricted Area, 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. Whenever all or any part of the Restricted Area or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Deed with Conservation and Preservation Restrictions is otherwise extinguished by 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. 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 the Grantee in shares equal to such proportionate value. Any of the hereinabove rights of Grantor to such proceeds and awards shall be subject to the rights of current and future mortgagees on the Property.

X. Binding Effect

The burdens of this Deed with Conservation and Preservation Restrictions shall be deemed to run with the Premises and, where specified in this Deed, with the Restricted Area, in perpetuity and in gross and shall be binding upon and enforceable against the Grantee and all future owners of any interest in the Restricted Area. The reserved Conservation Restriction and Preservation Restriction within this Deed with Conservation and Preservation Restrictions shall be subject to Article 97 of the Amendments to the Massachusetts Constitution. The Grantor is authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Deed with Conservation and Preservation Restrictions. Without limiting the foregoing, the Grantee agrees to execute any such instruments upon request. The provisions hereof shall inure to and be binding upon the heirs, executors, administrators, devisees, successors and assigns as the case may be of the parties hereto and shall be restrictions and easements running with the land in perpetuity.

XI. Costs and Liabilities

Except for any costs associated with any affirmative activities of the Grantor, MHC or the MWRA on the Restricted Area, the Grantee, its successors and assigns, have and shall retain all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the payment of all taxes and assessments and conformance with all applicable federal, state, and local laws and regulations.

XII. Amendments

This Deed with Conservation and Preservation Restrictions may be amended by the Grantor, subject to the approval of DCR, MHC and MWRA, and the Grantee only insofar as the amendment is not intended to and does not have a material adverse effect on the conservation or preservation purposes of this Deed with Conservation and Preservation Restrictions and does not violate Article 97 of the Amendments to the Massachusetts Constitution. Any amendment shall be in writing, signed under seal, and recorded at the Registry of Deeds.

No documentary stamps are affixed hereto because the Commonwealth is exempt from such requirement under applicable law.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be signed, sealed, acknowledged, and delivered in its name and on its behalf by David P. Perini, the duly appointed and authorized Commissioner of the Division of Capital Asset Management and Maintenance, on this 5th day of August, 2005.

GRANTOR:

COMMONWEALTH OF MASSACHUSETTS

Acting by and through its Division of Capital Asset
Management and Maintenance

BY: David B. Perini
David B. Perini, Commissioner

The undersigned certifies under penalties of perjury that I have fully complied with the provisions of sections 40F1/2 and 40H of chapter 7 of the General Laws in connection with the property described herein.

David B. Perini
David B. Perini, Commissioner

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

On this 5th day of August, 2005, before me, the undersigned notary public, personally appeared the above-named David B. Perini, proved to me through satisfactory evidence of identification, which was known personally, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

Ruth A. Farrell

(official signature and seal of notary)

My commission expires:



RUTH A. FARRELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 24, 2011

ACCEPTANCE OF GRANT

The above Deed with Conservation and Preservation Restriction is accepted this 18th day of August ~~2005~~, by Waterworks Park LLC. Grantee understands and accepts the terms of this Deed with Conservation and Preservation Restriction and agrees to be bound by and fulfill its obligations, covenants, conditions, restrictions and easements.

WATERWORKS PARK LLC

By: _____

Edward A. Fish, President, Treasurer and
Authorized Person

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

On this 18th day of August, 2005, before me, the undersigned notary public, personally appeared Edward A. Fish, proved to me through satisfactory evidence of identification, which ~~was~~ personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Suzanne Forgeron-Schofield
(official signature and seal of notary)

My commission expires: _____




SUZANNE FORGERON-SCOFIELD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 28, 2009

**APPROVAL BY THE SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

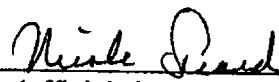
The undersigned, Secretary of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Deed with Conservation and Preservation Restriction has been approved in the public interest pursuant to M.G.L. Chapter 184, section 32.

Dated: August 15, 2005


Stephen R. Pritchard,
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

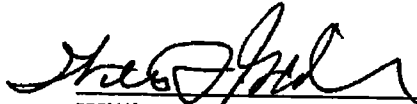
On this 15th day of August, 2005, before me, the undersigned notary public, personally appeared Stephen R. Pritchard, proved to me through satisfactory evidence of identification, which were personal knowledge of identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


(official signature and seal of notary)
My commission expires: 12/15/2011
Nicole Sneed

**APPROVAL BY THE SECRETARY OF THE COMMONWEALTH
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Commonwealth of Massachusetts, on behalf the Massachusetts Historical Commission, hereby certifies that the foregoing Deed with Conservation and Preservation Restriction has been approved in the public interest pursuant to M.G.L. Chapter 184, section 32.

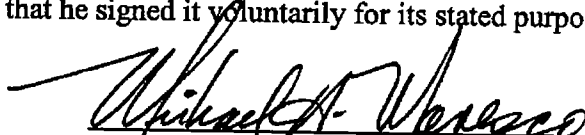
Dated: August 15, 2005



William F. Galvin,
Secretary of the Commonwealth

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

On this 15th day of August, 2005, before me, the undersigned notary public, personally appeared William F. Galvin, proved to me through satisfactory evidence of identification, which were visual, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



(official signature and seal of notary)
My commission expires: August 7, 2009
Michael A. Maresco

EXHIBIT A**Parcel I**

All that certain parcel of land situated in Boston, in the County of Suffolk, on the Southeasterly side of the Chestnut Hill Reservoir, together with the pumping station and other buildings, structures and works thereon and therein, said parcel containing about three hundred eight thousand eight hundred (308,800) square feet and being bounded and described as follows: Beginning at the most Southerly angle of said parcel at the centre of a stone bound placed on the Northwesterly line of the location of the Boston and Albany railroad Newton Circuit, which angle is about four hundred twenty five (425) feet Northeasterly on said Northwesterly line from the boundary line between the Cities of Boston and Newton, which is also the boundary line between the Counties of Suffolk & Middlesex, thence running Westerly one hundred four and five tenths (104.5) feet to the centre of another stone bound; thence turning slightly to the South and running about Westerly one hundred eighty nine (189) feet to the Southerly curved line of Beacon Street at another stone bound; thence running Northeasterly on said Southeasterly line of Beacon Street on a curve to the left having a radius of four hundred and fifty (450) feet, one hundred forty eight (148) feet; thence Southeasterly fifteen (15) feet more or less on a line which, if produced, would reach the point of beginning; thence running Northeasterly twenty six (26) feet more or less to a point distant fourteen and nine tenths (14.9) feet Southeasterly from the Southeasterly line of Beacon Street measured at a right angle thereto; thence in the same course two hundred ninety seven and five tenths (297.5) feet to a point distant seventeen and seven tenths (17.7) feet Southeasterly from said Southeasterly line of Beacon Street measured at a right angle thereto; thence Northeasterly on a curve to the left having a radius of eight hundred sixty four (864) feet, five hundred seventy five & five tenths (575.5) feet to a point distant twenty and two tenths (20.2) feet Easterly of the Easterly line of Beacon Street measured at a right angle thereto; thence Northerly three hundred ninety (390) feet to a point distant twenty and five tenths (20.5) feet Easterly on said Easterly line measured at a right angle thereto; thence running Southeasterly at angle of $68^{\circ} 54'$ with the last described course about four hundred seventy three (473) feet to the former boundary line between the Towns of Brighton and Brookline; thence the same course twenty (20) feet more or less to the Northwesterly line of said railroad location; thence Southwesterly about one hundred fifty (150) feet to the intersection of said Northwesterly line with said former town line; thence in the same course two hundred fifty four and five tenths (254.5) feet by the Northwesterly line of said location; thence Southeasterly ten and one tenth (10.1) feet by said railroad location; thence Southwesterly by the Northwesterly line of said location about eight hundred sixty nine and seven tenths (869.7) feet to the point of beginning.

Parcel II

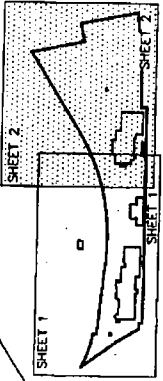
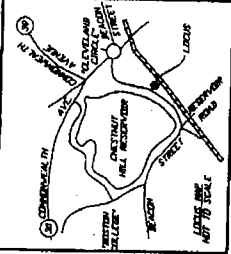
A certain strip of land with any parts of buildings thereon situated in Boston, in the County of Suffolk and said Commonwealth, near the Brookline town line, and on the Northeasterly side of Reservoir Lane, with all the rights, easements, privileges and appurtenances thereto belonging and bounded and described as follows, viz. beginning at a point in the location of the Boston and Albany Railroad, Newton Circuit marked by a whole drilled in the top of a stone bound and

distant thirty (30) feet Northwesterly from the centre or base line of said location measured at a right angle thereto, said point being supposed to be in the Northeasterly line of said Reservoir Lane & being distant thirty and seventy-eight one hundredth (30.78) feet Northeasterly from a stone bound supposed to be set in the Southwesterly line of said Reservoir Lane at a point forty five (45) feet Northwesterly from the centre line of said railroad location measured at a right angle thereto and from said point of beginning running North $50^{\circ} 25'$ east in said railroad location by a line parallel with and distant thirty (30) feet Northwesterly from the centre or base line of said location nine hundred nineteen and eighty six one-hundredths (919.86) feet to a stone bound, then turning at a right angle and running Northwesterly to land of the Commonwealth; then turning & running Southwesterly by said land of the Commonwealth to the Northeasterly line of Reservoir Lane, then turning and running South $46^{\circ} 50'$ East by said Northeasterly line to the point of beginning.

Parcel III

A certain parcel of park land containing approximately nineteen thousand six hundred (19,600) square feet situated at the Southerly corner of Chestnut Hill Playground, Brighton, described and shown as Parcel #5 on a plan marked "Commonwealth of Massachusetts, Metropolitan District Commission, Parks Division, Plan of land to be transferred between City of Boston and the Comm. of Mass., Scale as noted, April 21, 1942, Benj. R. Davis, Director of Park Engineering" on file in the office of the Metropolitan District Commission, Boston, Massachusetts City of Boston.

Together with the water, drain and sewer easements set forth in the Takings by the Metropolitan Water Board dated May 23, 1899 and recorded with said Deeds in Book 2613, Page 326 and dated June 27, 1898 and recorded with said Deeds in Book 2538, Page 70



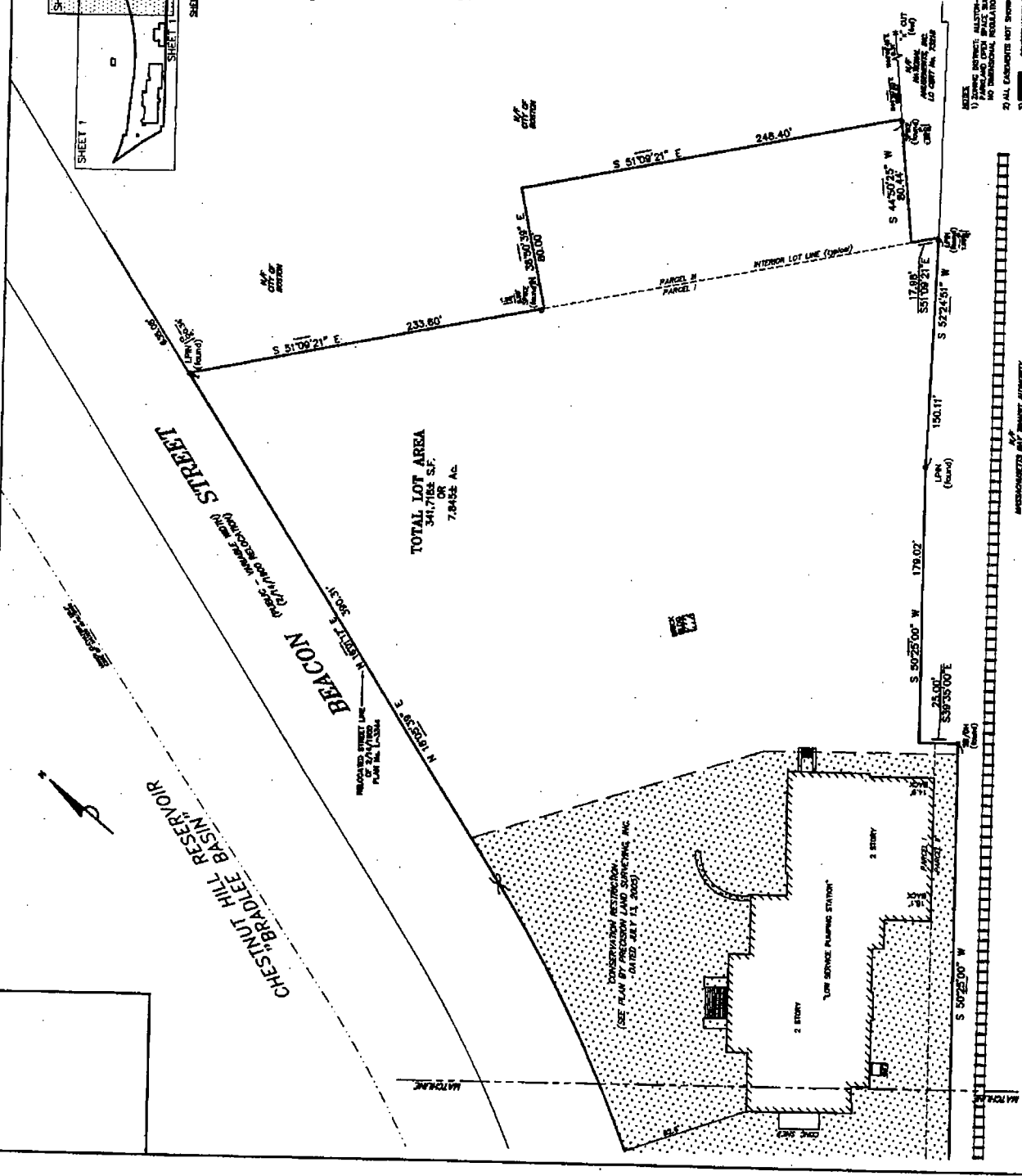
PROPERTY
 CHESTNUT HILL WATERWORKS
 1. THE PLAN WAS PREPARED IN CONFORMITY WITH THE MASSACHUSETTS REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 2. THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF RECORD. THE PLAN IS NOT A GUARANTEE OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

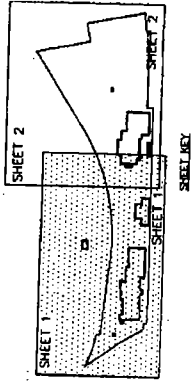


OWNER: COMMONWEALTH OF MASSACHUSETTS
 DATE: JULY 15, 2005
 SHEET 2 OF 2

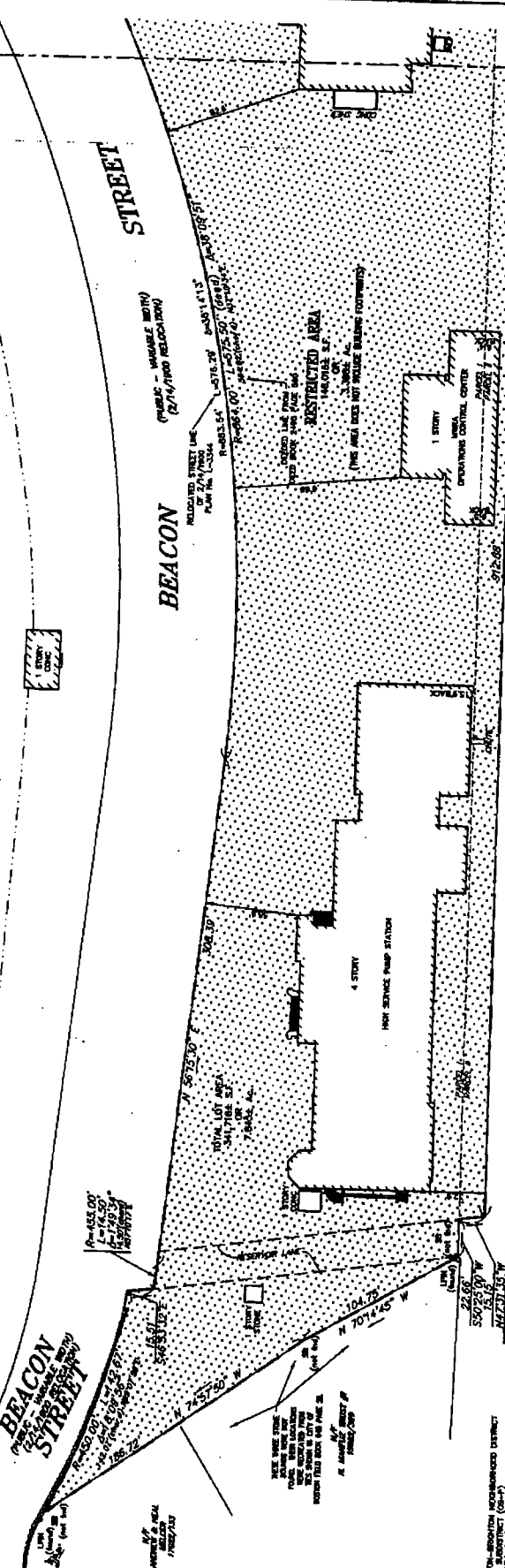
CHESTNUT HILL WATERWORKS
 PLAN OF LAND
 IN
 BOSTON, MA
 (SUFFOLK COUNTY)
 SCALE: 1" = 50' DATE: JULY 15, 2005
 Precision Land Surveying, Inc.
 32 Temple Road
 Cambridge, Massachusetts 02142
 Tel: 617.452.1111 Fax: 617.452.1112

NOTES
 1. ZONING DISTRICT: ALLSTON-BRIGHTON NEIGHBORHOOD DISTRICT
 2. ALL DIMENSIONS ARE IN FEET AND INCHES (F-T)
 3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET OR WAY.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET OR WAY.
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET OR WAY.





CHESTNUT HILL RESERVOIR "BRADLEE BASIN"



NOTES:
1) THE PLAN IS PREPARED IN CONFORMITY WITH THE REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
2) ALL OTHER EASEMENTS NOT SHOWN.

MASSACHUSETTS NOTARY AUTHORITY

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

MASSACHUSETTS NOTARY AUTHORITY

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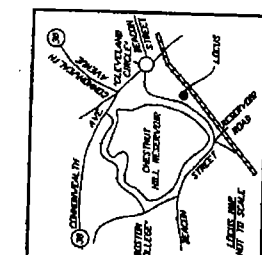
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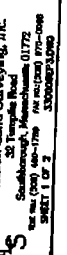
NOTARY PUBLIC



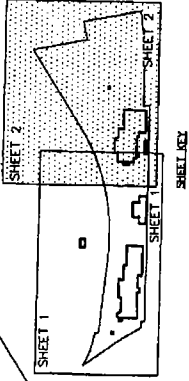
OWNER: COMMONWEALTH OF MASSACHUSETTS
DEED BOOK 37860 PAGE 197
DATE: 08/12/08

CHESTNUT HILL WATERWORKS
RESTRICTED AREA PLAN
IN
BOSTON, MA
(SUFFOLK COUNTY)
SCALE 1" = 30' DATE: JULY 12, 2008

PRECISION LAND SURVEYING, INC.
30 Temple Road
Salem, MA 01970
Tel: (508) 465-1770 Fax: (508) 465-1772
SHEET 1 OF 2



1. HEREBY CERTIFY THAT:
1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
2) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIP AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE ESTABLISHED BY THE RECORDS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
KEVIN W. HINDS, PLS. NO. 50327
DATE: 7/12/08

[illegible]

I HEREBY CERTIFY THAT:

- 1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE RECORDERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
- 2) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING WINDMILLS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.



KEVIN W. HANDS, PLS NO. 30327

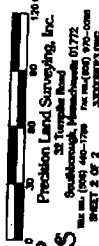
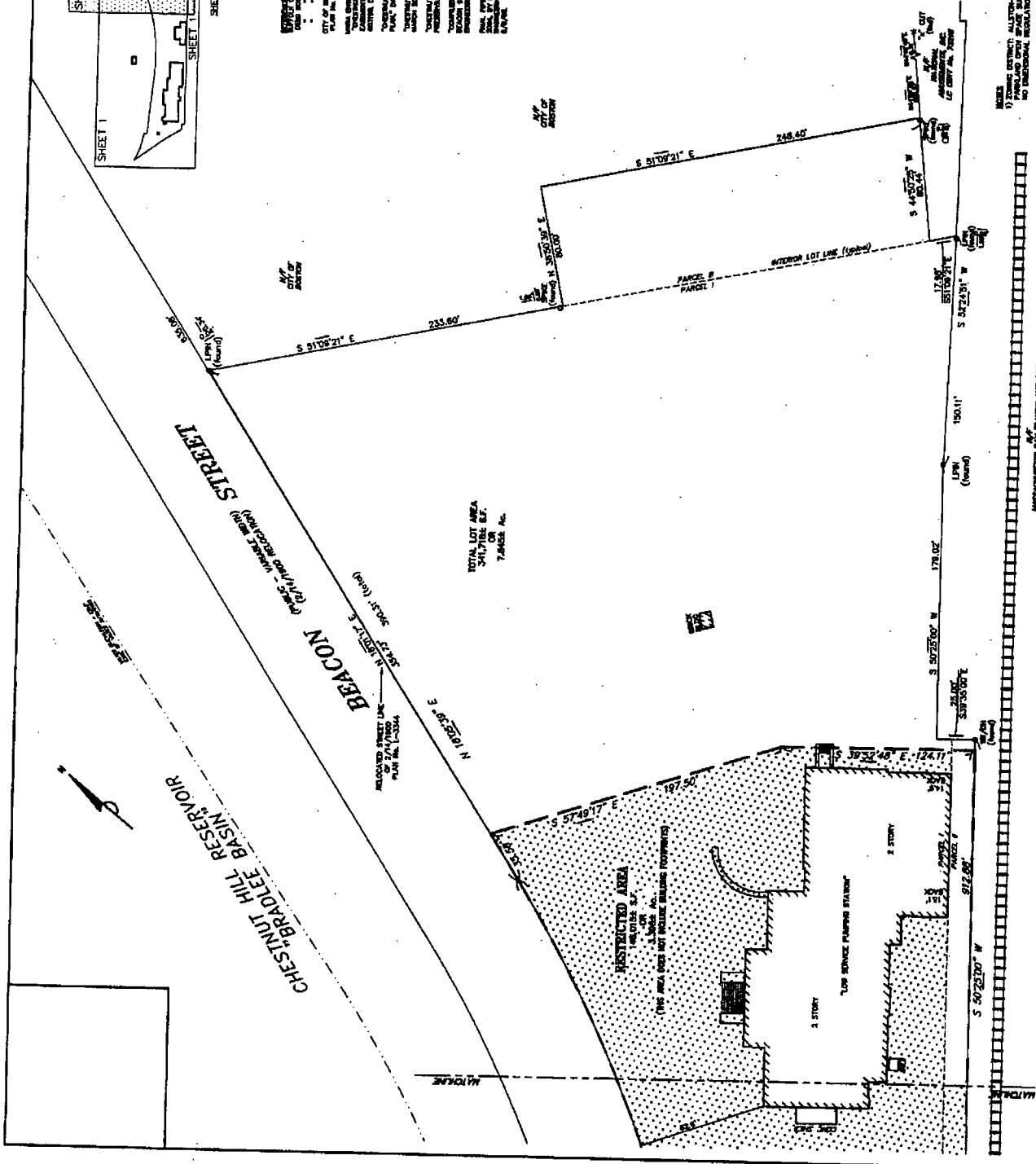
DATE _____

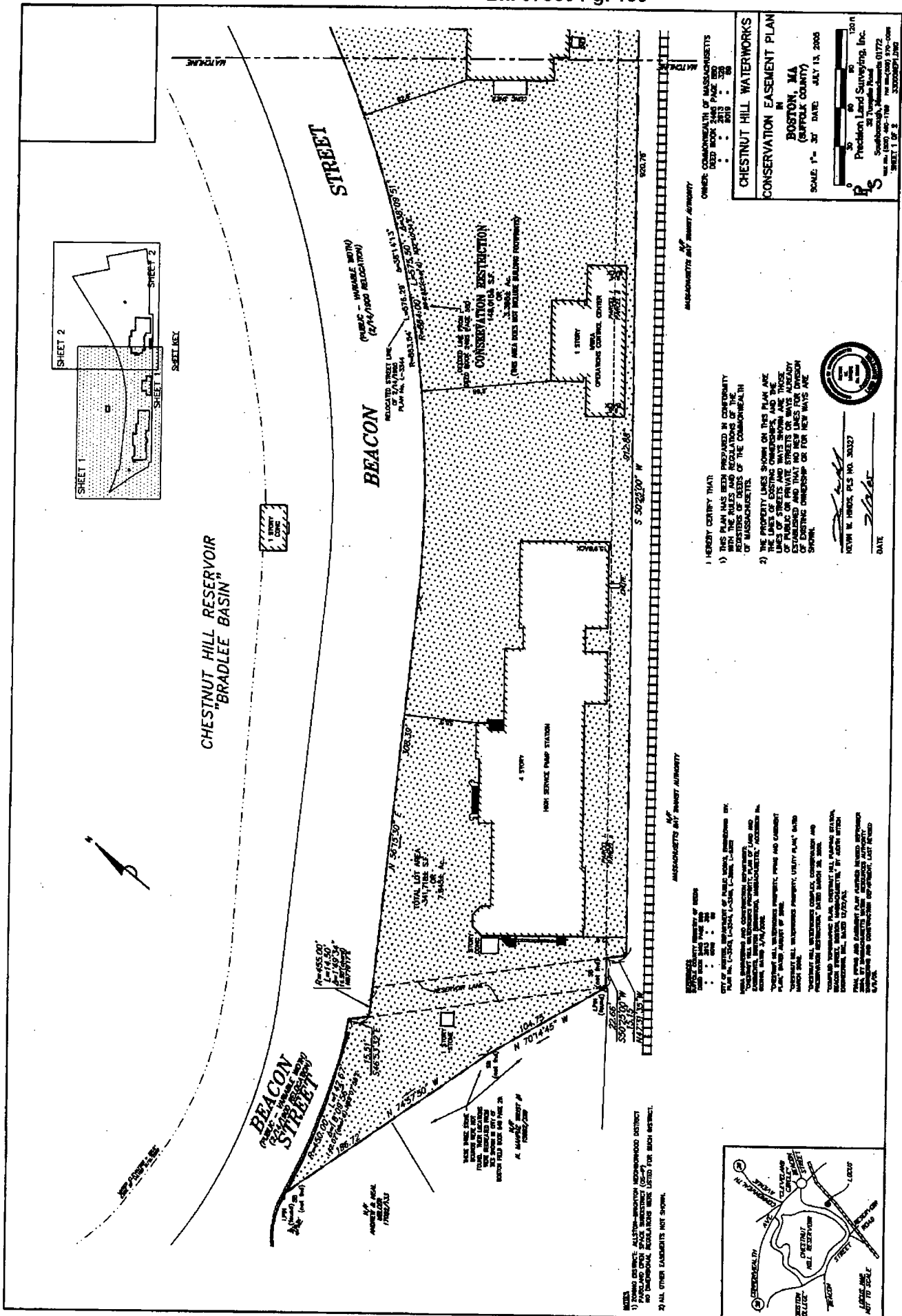
OWNER: COMMONWEALTH OF MASSACHUSETTS
DEED BOOK 2498 PAGE 900
- 2013 - 328
- " - 8019 - 08

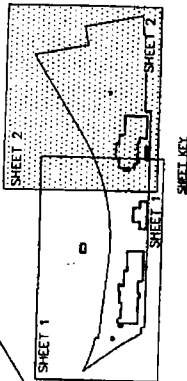
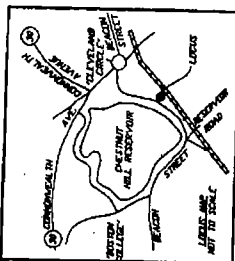
CHESTNUT HILL WATERWORKS

RESTRICTED AREA PLAN
IN
BOSTON, MA
(SUFFOLK COUNTY)

SCALE: 1"= 30' DATE: JULY 12, 2004

[illegible]



[illegible]

- 1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
- 2) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND RIGHTS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR RIGHTS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR ENCROACHMENTS OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.



KEVIN W. HINDS, PLS NO. 30377

DATE _____

DYNAMITE: COMMONWEALTH OF MASSACHUSETTS
 DEED BOOK 2495 PAGE 580
 - 2813 - 326
 - 6019 - no

**CHESTNUT HILL WATERWORKS
CONSERVATION EASEMENT PLAN**

BOSTON, MA
(SUFFOLK COUNTY)
SCALE: 1"= 30' DATE: JULY 13, 2005

SCALE: 1"= 30' DATE: JULY 13, 2005



Precision Land Surveying, Inc.
32 Thorpe Road
Southborough, Massachusetts 01772
TEL: (508) 460-1776 ext. 506 870-0068
SHEET 2 OF 2 330000EPI.DWG

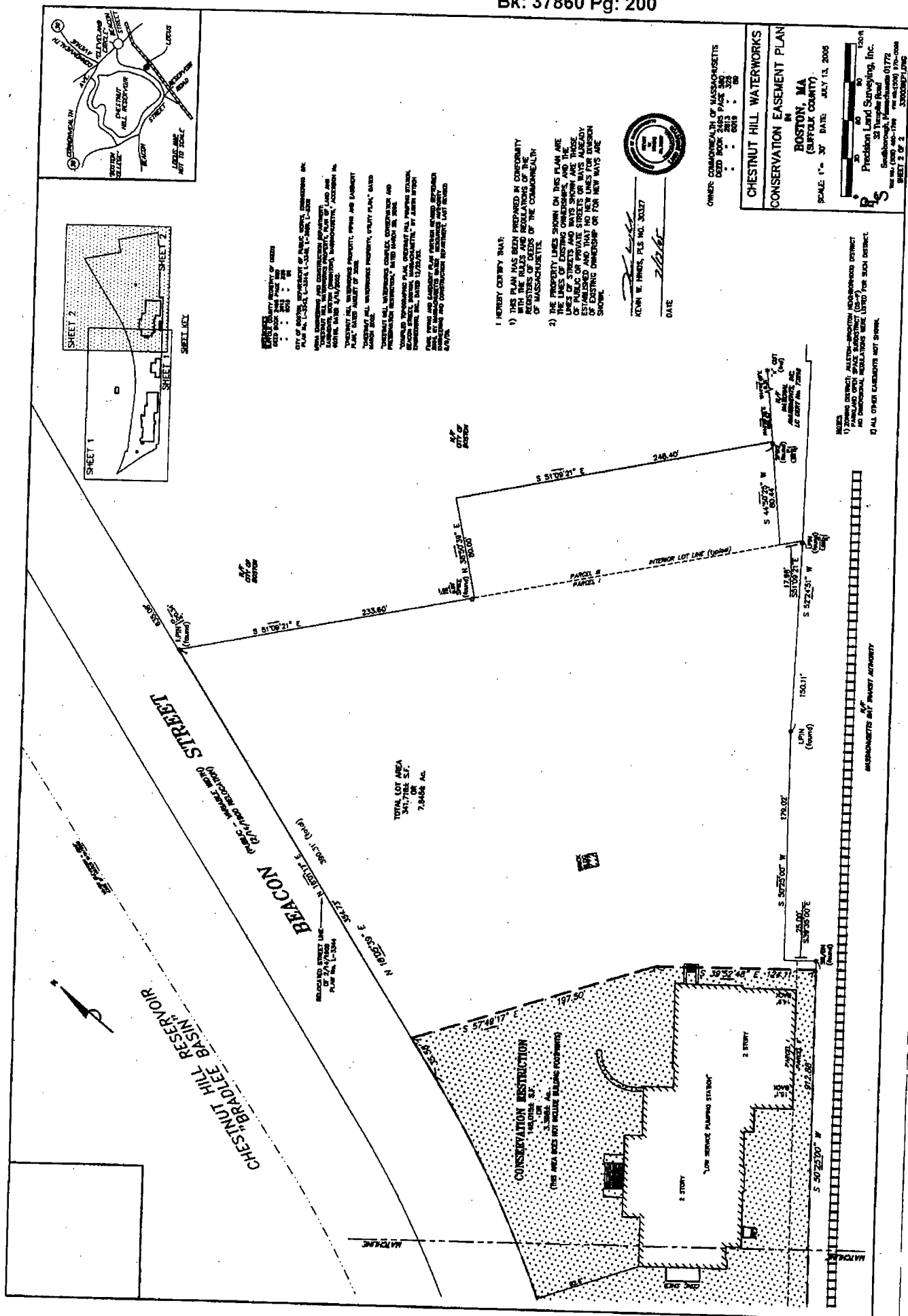
SHEET 2 OF 2
 970-0068 FAX NO.: (303) 460-1788
 3300 DEMPSTER ST.
 DENVER CO 80202

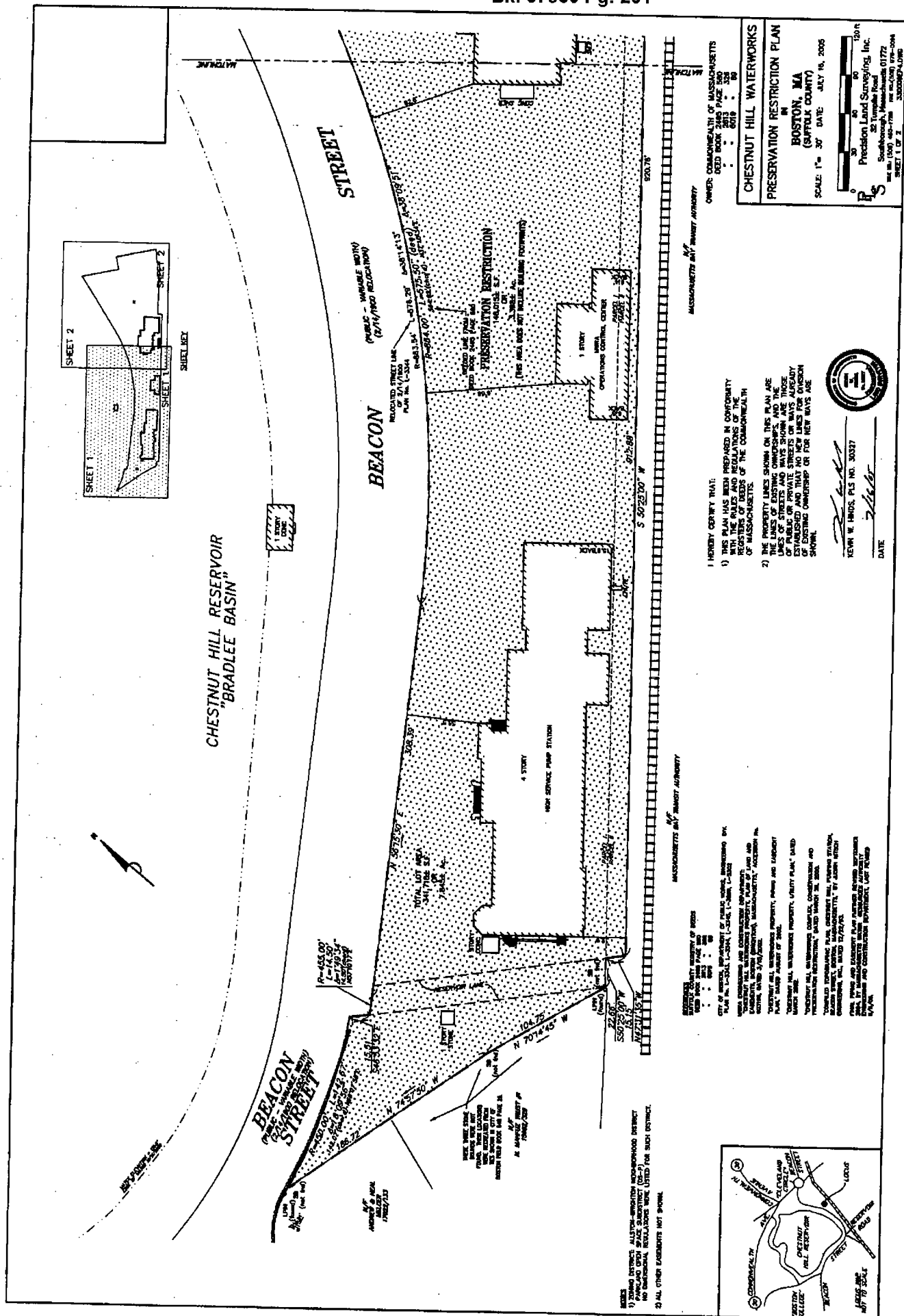
NOTES

1) ZONING DISTRICT: ALLIUM-BROUGHTON NEIGHBORHOOD DISTRICT
SPACE SUBDISTRICT (OS-P)
NO DIMENSIONAL REGULATIONS WERE LISTED FOR SUCH DISTRICT

2) ALL OTHER ELEMENTS NOT SHOWN.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11-14-2013 BY 60322 UCBAW





OWNER: COMMONWEALTH OF MASSACHUSETTS
 DEED BOOK 3485 PAGE 150
 DEED BOOK 3485 PAGE 151
 DEED BOOK 3485 PAGE 152

MASSACHUSETTS DEPARTMENT OF REVENUE

CHESNUT HILL WATERWORKS
 PRESERVATION RESTRICTION PLAN
 IN
 BOSTON, MA
 (SUFFOLK COUNTY)

SCALE 1" = 30' DATE: JULY 16, 2005

Precision Land Surveying, Inc.
 82 Temple Road
 Southborough, Massachusetts 01772
 Tel: 508/352-1100 Fax: 508/352-1106
 SHEET 1 OF 2

1. HEREBY CERTIFY THAT:
 1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 2) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF EXISTING OWNERSHIP ARE THOSE OF PUBLIC OR PRIVATE STRIPS OR WAYS ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.



KEVIN W. HINDS, PLS NO. 30337
 7/16/05
 DATE

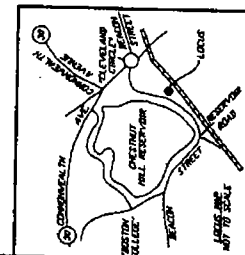
MASSACHUSETTS DEPARTMENT OF REVENUE

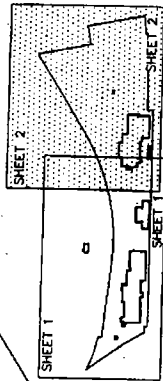
MASSACHUSETTS DEPARTMENT OF REVENUE

MASSACHUSETTS DEPARTMENT OF REVENUE

MASSACHUSETTS DEPARTMENT OF REVENUE

MASSACHUSETTS DEPARTMENT OF REVENUE





KEY

[illegible]

- 1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
- 2) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIP AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DRASCO EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.



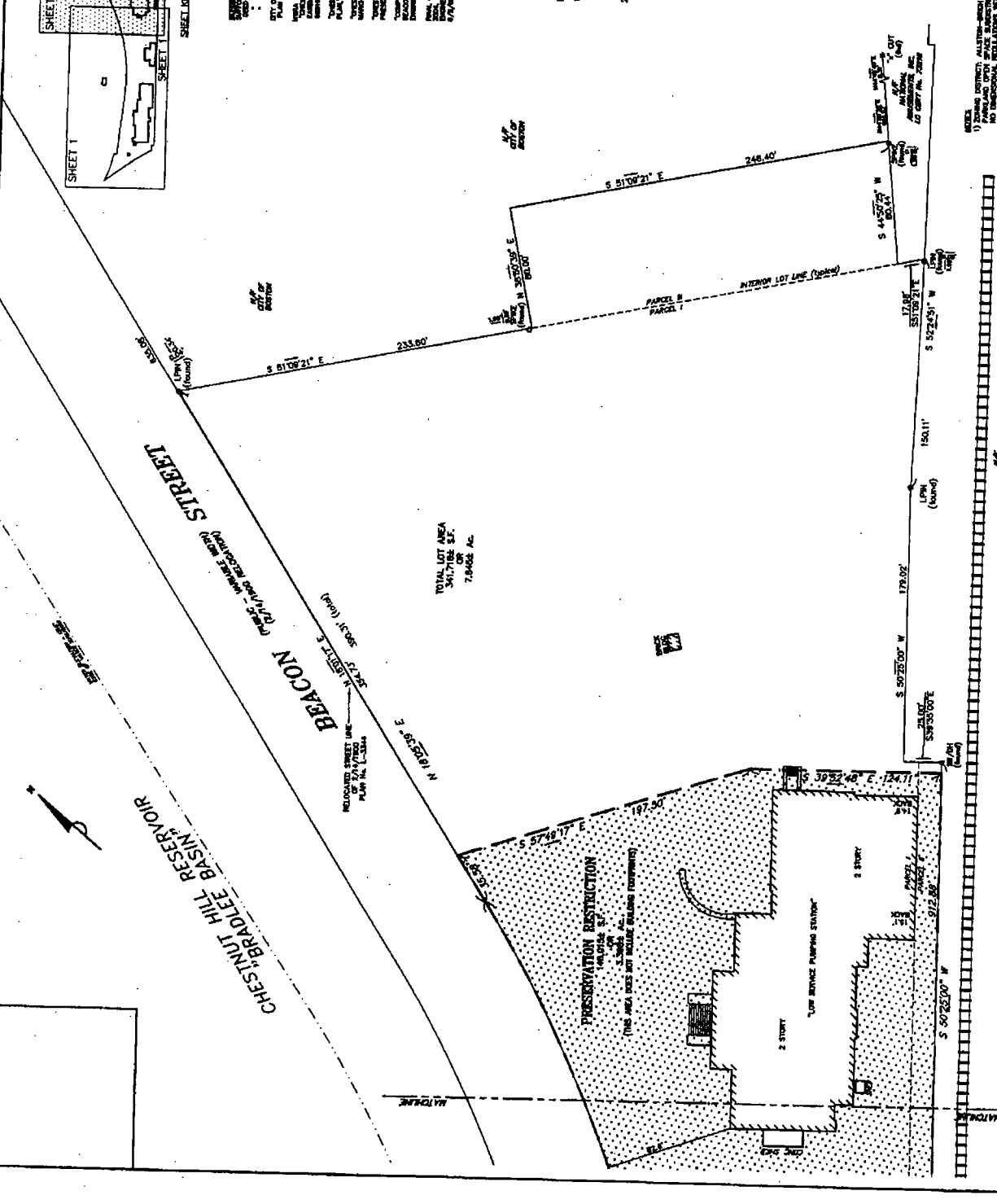
DATE 2/18/68
KEVIN W. HINDS, PLS NO. 30327

OWNER: COMMONWEALTH OF MASSACHUSETTS
DEED BOOK 2406 PAGE 580
• - 2813 • 328
- - 6019 • 59

**CHESTNUT HILL WATERWORKS
PRESERVATION RESTRICTION PLAN**

BOSTON, MA
(SUFFOLK COUNTY)
SCALE 1"= 30' DATE: JULY 18, 2005

Precision Land Surveying, Inc.
32 Temple Road
Southborough, Massachusetts 01772
TEL NO. (508) 440-1700 FAX NO. (508) 470-0088
PAGE 2 OF 2 30000504-JWG

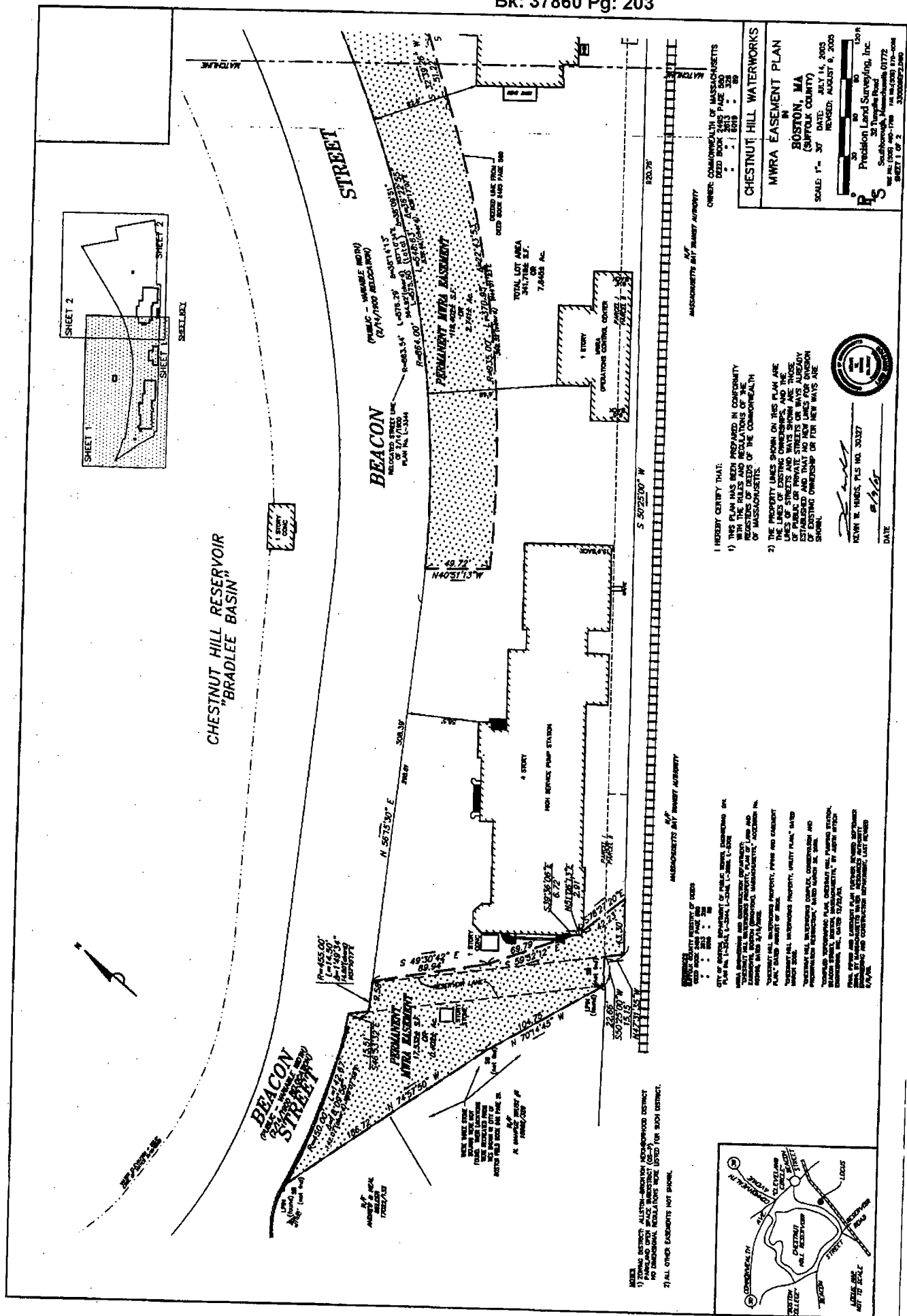


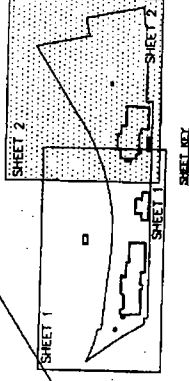
NOTES

1) ZONING DISTRICT: ALLIANCE-BEACON HILLS NEIGHBORHOOD DISTRICT
FARMLAND OPEN SPACE SUBDISTRICT (OS-1)
NO ENVIRONMENTAL REGULATIONS WERE LISTED FOR SUCH DISTRICT.

2) ALL OTHER ELEMENTS NOT SHOWN

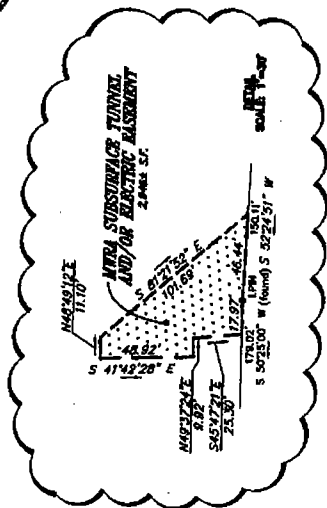
WALSCHMUEITZ MAY PROVEIT AUTHORITY





- 1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE RECORDERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
- 2) THE PRIORITY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIPS AND THE LINES OF "STREETS AND WAYS" SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISIONS OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

DATE 8/2/05
KEVIN W. HINDS, PLS NO. 30327



OWNER: COMMONWEALTH OF MASSACHUSETTS
DEED BOOK 3493 PAGE 280
- • 2013 • 326

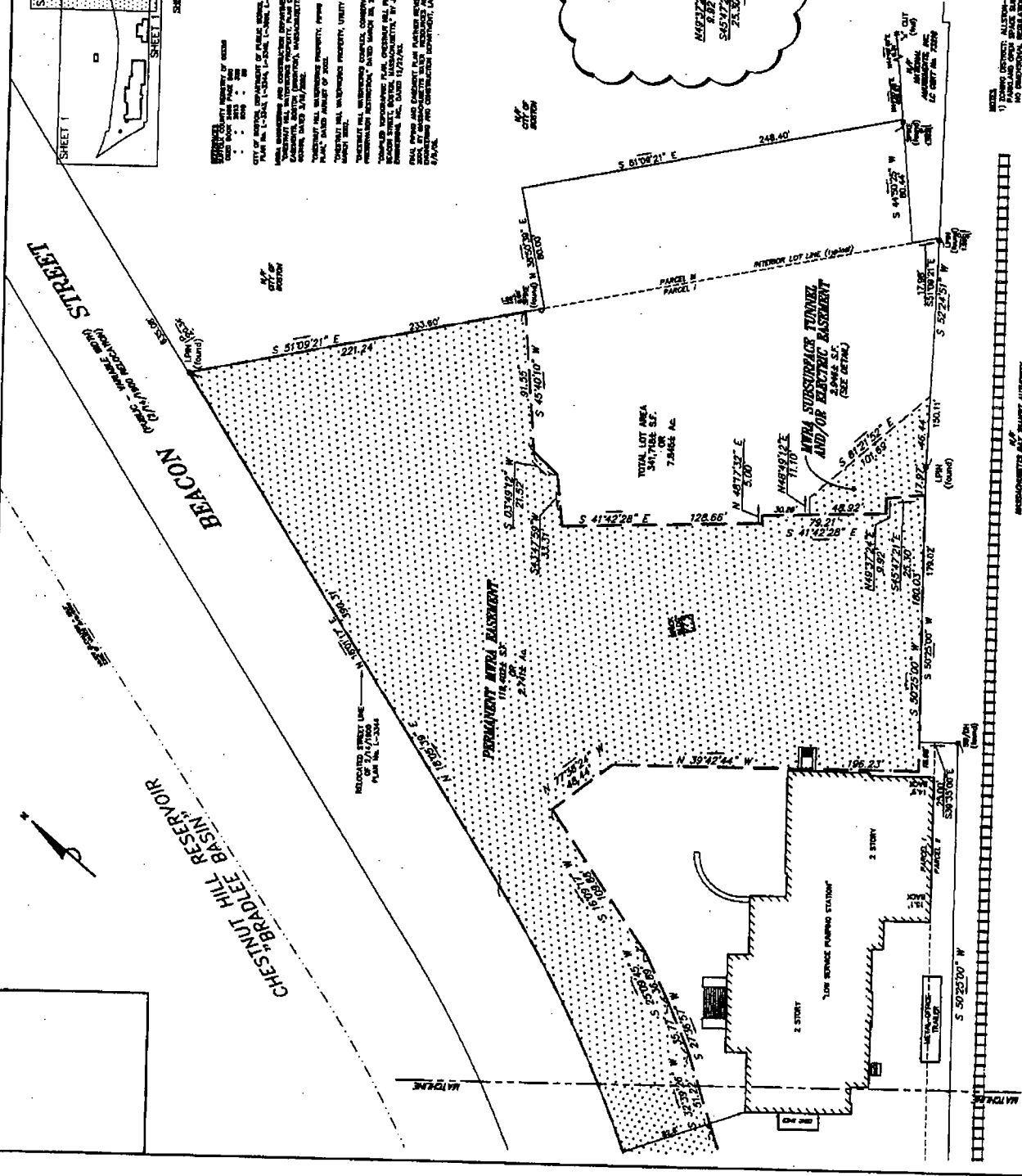
CHESTNUT HILL WATERWORKS

MWRA EASEMENT PLAN

BOSTON, MA
(SUFFOLK COUNTY)

SCALE: 1" = 30' DATE: JULY 14, 2003
REVISED: AUGUST 9, 2003

32 Turpin Road
Southborough, Massachusetts 01772
TEL NO. (617) 486-1788 FAX NO. (617) 470-0000
SHEET 2 OF 2 330000072.DWG

[illegible]

NOTES

1) ZONING DISTRICT: ALLSTON-BRIGHTON NEIGHBORHOOD DISTRICT
PARKLAND OPEN SPACE SUBDISTRICT (OS-P)
NO DIMENSIONAL REGULATIONS WERE LISTED FOR SUCH DISTRICT.

2) ALL OTHER ELEMENTS NOT SHOWN

EXHIBIT B

MWRA DECLARATION

[The body of the document contains several large, diagonal, handwritten-style strokes, likely representing redacted or illegible text.]



MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue
Boston, Massachusetts 02129

Telephone: (617) 242-6000
Facsimile: (617) 788-4899

Frederick A. Laskey
Executive Director

October 29, 2002

Ms Melissa Robin
Project Director
Division of Capital Asset Management
Once Ashburton Place, 15th Fl.
Boston, MA 02108

RE: Surplus of Chestnut Hill Waterworks Site, Brighton, MA

Dear Melissa:

Enclosed is the Transfer Request Form and required documentation for the Massachusetts Water Resources Authority to surplus the Chestnut Hill Waterworks site in Brighton, MA. The MWRA Board of Directors approved the surplus of this site at its October 23, 2002 meeting.

If you have any questions please contact me at (617) 788-1165.

Sincerely,

A handwritten signature in cursive script that reads "Marianne Connolly".

Marianne C. Connolly
Program Manager, Regulatory Compliance

Enclosures

cc: Maggie Debbie, Director, Real Prop. & Env. Management

Division of Capital Asset Management

Commonwealth of Massachusetts, Division of Capital Asset Management
Office of the General Counsel
One Ashburton Place, Room 1512, Boston, Massachusetts 02108

Transfer Request 1

All property remains in the care and control of the applicable State Agency until DCAM transfers the property to another user.

AGENCY: Massachusetts Water Resources Authority (MWRA)

ADMINISTRATIVE AUTHORITY: MWRA

AGENCY CONTACT: Marianne Connolly

SUB-UNIT, IF ANY:

PROJECT NAME: Chestnut Hill Waterworks Disposition

TELEPHONE NUMBER: (617) 788-1165

TO BE COMPLETED BY CONTROLLING AGENCY: CHECK AS APPROPRIATE

- ☒ Property is surplus to controlling agency as of October 29, 2002 subject to the Commonwealth of MA retaining water easements for the benefit of MWRA in the event the parcel is disposed.
- ☐ Property is not surplus: request temporary use by new user to further agency mission. Agency should complete and attach Transfer Approval Form.
- ☐ Property is available for temporary use by another entity - From _____ to _____

PROPERTY DESCRIPTION:

ADDRESS OF PROPERTY: 2400 - 2450 Beacon Street CITY/TOWN: Brighton, MA, 02135

PARCEL # 2439 LAND: 7.9 ACRES/ BUILDING(S) 43,000 S F

(Please attach a detailed description, site plan, area map, and deed.) (See attached)

Please attach Deed Reference: A copy of the Deed/Taking Order must be enclosed with the TR1 form.

REASONS FOR SURPLUS DECLARATION OR TRANSFER REQUEST (refer to capital and/or operating budget and five year plan): Pursuant to Chapter 218 of the Acts Of 2000. (See attached Legislation).

ACTION INITIATED DUE TO:

- ☒ Internal Planning and Programming. Proposed Use: _____
- ☐ State or local inquiry from _____ : Proposed Use: _____
- ☐ Private Inquiry from _____ : Proposed Use: _____
- ☐ Other _____

SITE ASSESSMENT : Is there a likelihood that the transferred Property is Contaminated: Yes xxx No _____

If contaminated has a 21E Site Assessment been prepare for the property:

Yes xxx No _____ See Attached

AWL. Additional environmental information on file at DCAM.

RECOMMENDED CONDITIONS FOR RE-USE:

Environmental documentation provided by MWRA on file at DCAM. Small AUL behind High Service Pumping Station.
(10/25/99 recorded in Suffolk County Registry of Deeds Book 25344, Page End.)

CERTIFICATION BY FACILITY OR PROPERTY MANAGER (IF APPROPRIATE):

Maggie Debbie
AUTHORIZED SIGNATURE Maggie Debbie

TITLE Director, Real Property & Env. Mgmt.

10/23/02
DATE

CERTIFICATION BY AGENCY:

Michael Hornbrook
AUTHORIZED SIGNATURE Michael Hornbrook,
please submit this form to administrative authority

TITLE Chief Operating Officer

10/25/02
DATE

TO BE COMPLETED BY ADMINISTRATIVE AUTHORITY**CHECK ONE**

- ☒ I certify that this property is surplus to all agencies under my jurisdiction.
- ☐ The above mentioned property is surplus to the controlling agency and I recommend approval by another agency under my jurisdiction as described in the attached Transfer approval form.
Name of Agency: _____
- ☐ I recommend approval of this transfer of property to a new user for a use consistent with agency mission as described above.
- ☐ I certify the property is available for temporary use as described above.

CERTIFICATION BY ADMINISTRATIVE AUTHORITY.

Frederick A. Laskey
AUTHORIZED SIGNATURE Frederick A. Laskey

TITLE Executive Director

10/28/02
DATE

IV A 1 F B.2
10/23/02

STAFF SUMMARY

TO: Board of Directors
 FROM: Frederick A. Laskey, Executive Director
 DATE: October 23, 2002
 SUBJECT: Authorization to Surplus the Chestnut Hill Waterworks Site

COMMITTEE: Administration & Finance

X VOTE
 _____ INFORMATION

Marianne Connolly, Prg. Mgr., Reg. Compliance
 Maggie Debbie, Dir. Real Prop/Env. Mgmt
 Preparer

Michael J. Hornbrook
 Michael Ralph
 Department Director Approval

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to declare the Chestnut Hill Waterworks Site in Brighton as surplus (while retaining permanent easements) to the construction, maintenance or operation of the sewer and waterworks systems and return the site to the control of the Division of Capital Asset Management (DCAM) in accordance with Section 9(c) of Chapter 372 of the Acts of 1984, as clarified by Chapter 159 of the Acts of 2000 and as directed by Chapter 218 of the Acts of 2000.

BACKGROUND:

The schedule for the Chestnut Hill disposition has been the subject of many previous staff summaries and continues to be of significant interest to the Board of Directors. Staff most recently briefed the Board at the August 14, 2002 meeting on the status of the Chestnut Hill disposition and reported that MWRA would be ready to officially surplus the Waterworks site to DCAM on October 29, 2002 when the active water lines would be disconnected from the High and Low Service Pumping Stations. The disconnection has been completed.

Section 9(c) of MWRA's Enabling Act sets forth the procedure by which MWRA may relinquish its jurisdiction and control over commonwealth-owned water and sewer facilities which MWRA finds to be surplus to its needs. The language in the Enabling Act was clarified by passage of Chapter 159 of the Acts of 2000, which was filed by the MWRA Advisory Board and supported by MWRA. Because MWRA does not own these properties, it must notify the Commissioner of Capital Asset Management (DCAM) when MWRA no longer needs any such facility.

An additional legislative action related to the disposition of the Waterworks property at Chestnut Hill was the enactment of Chapter 218 of the Acts of 2000. This legislation stated that upon MWRA's formal notice to DCAM to surplus the Chestnut Hill Waterworks site (subject to MWRA permanent easements) DCAM may convey all interests in the land to a developer or development team for reuse. Since the passage of this legislation in 2000, MWRA has been working with DCAM to advance the disposition process and develop a RFP that was made

available in early October 2002. DCAM and MWRA hosted a developer's site visit at the Chestnut Hill site on Wednesday, October 9, 2002 where over fifty-five interested developers walked through the buildings.

MWRA's policy for Disposition of Real Property, revised in 1996, requires that, for property acquired through the enabling legislation, prior to declaring a site as surplus the responsible division must first declare it surplus, confirm that it is surplus authority-wide, obtain Board approval of this surplus designation and finally, dispose of it by notifying the Commissioner of DCAM.

DISCUSSION:

MWRA staff vacated the site in early 2002 when the new Chelsea facility was completed. Today, the site is essentially "broom clean" and staff will be finalizing details associated with transferring utilities before the end of the month. The larger pumps and old equipment no longer of use to MWRA will be left in place as part of the surplus process. As discussed in the August 14, 2002 staff summary, the environmental remediation for the site is complete and copies of environmental documents have been submitted to DCAM. The site has been declared surplus by the Chief Operating Officer, Michael Hornbrook, effective when the active water lines were disconnected as part of the Connecting Mains project on October 4, 2002.

BUDGET/FISCAL IMPACT:

The FY03-05 CIP includes \$27 million for the entire Chestnut Hill Connecting Mains Program. The environmental clean-up at the Chestnut Hill site, funded separately has cost approximately \$210,000 to date.

EXHIBIT C

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Section II(B)(2), which deals with alterations to the Restricted Area. Under this section permission from the Massachusetts Historical Commission ("MHC") 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

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

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, 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.

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

EXTERIOR

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

Major - 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 cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

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

Major - New construction of buildings, structures or appurtenant facilities; moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door 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.

Major - 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 Restricted Area 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 MHC to review proposed alterations and assess their impact on the integrity of the Restricted Area, not to preclude future change. MHC staff will attempt to work with the Grantee to develop mutually satisfactory solutions, which are in the best interests of the Restricted Area