



Bk: 48355 Pg: 207 Doc: DEED
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(CONFIRMATORY)

QUITCLAIM DEED

Wellington Waltham, LLC, a Massachusetts limited liability company, having an address c/o Pulte Homes of New England, LLC, 115 Flanders Road, Suite 170, Westborough, MA 01581 ("Grantor"), for consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, grants to THE CITY OF WALTHAM, a municipal corporation with a legal address at 610 Main Street, Waltham, Massachusetts 02454 ("Grantee"), WITH QUITCLAIM COVENANTS, the land, with the building (the "Wellington House") and appurtenant improvements located thereon situated in Waltham, Middlesex County, Massachusetts being shown as Lot C on the plan entitled "Plan of Land in Waltham & Lexington, MA (Middlesex County)" dated March 12, 2004, last revised April 9, 2004, prepared by Precision Land Surveying, Inc., recorded as an "Approval Not Required" Plan in the Middlesex County (South) Registry of Deeds as Plan No. 402 of 2004 and more particularly described on Exhibit A.

Said premises are conveyed together with the appurtenant rights and easement to install, maintain, use, repair, and replace utility lines pursuant to the reservation contained in that certain Deed from Perseus of N.E. MA, Inc. to the City of Waltham dated May 6, 1998 and recorded in Book 28805, Page 364, with said Deeds, and subject to the covenants and restrictions hereinafter set forth.

RECITALS:

WHEREAS, the Wellington House is a historically significant, Georgian Colonial style residence dating from circa 1779; and

WHEREAS, the Grantor's parent company (Pulte Homes of New England LLC) owns certain land adjacent to the Wellington House ("Retained Land"); and

WHEREAS, the Grantor and Grantee desire and intend that the Wellington House shall be preserved and rehabilitated for use by the Grantee and for the benefit of the Retained Land.

NOW, THEREFORE, for the monetary consideration recited above, the covenants and agreements contained herein, and other good and valuable consideration, the Grantor grants, and the Grantee accepts, fee simple title to the Property subject to, and together with, the following rights, covenants and restrictions:

1. Simultaneously with the delivery hereof, Grantor shall pay to the Grantee the sum of One Hundred Thousand Dollars (\$100,000) for the sole and exclusive purpose of undertaking the rehabilitation of the Wellington House.

RETURN TO: MICHELLE LEARNED
119 SCHOOL ST. - LAW DEPT,
WALTHAM, MA 02451

735 TRAPELO ROAD
775 TRAPELO ROAD
RTY ADDRESS : 775

2. The rehabilitation shall conform in all respects to the Secretary of Interior's Standards for Rehabilitation of Historic Buildings, attached hereto as Exhibit B.
3. Prior to undertaking any material rehabilitation of the Wellington House, the Grantee shall submit plans for such work (the "Rehabilitation Plans") to the Massachusetts Historic Commission (MHC) for review and shall consult with the MHC as requested by that agency. If MHC does not complete its review of the Rehabilitation Plans and initiate consultation within thirty (30) days after the Grantee's submission of said Rehabilitation Plans, then Grantee may proceed with the work shown thereon.
4. Grantor's parent company (Pulte Homes of New England, LLC) shall further grant to Grantee an exclusive, perpetual landscaping easement, to be recorded herewith, on that portion of the Retained Land which is described in Exhibit C hereto, for the purpose of (a) planting native trees and shrubs; (b) clearing overgrowth and non-native species of vegetation, and (c) otherwise maintaining and enhancing a naturally vegetated landscape that complements the historically significant aspects of the Wellington House. This easement shall cover the same area subject to that certain Development Restriction ("Development Restriction") dated November 25, 2002 from HCRI Holdings Trust to the City of Waltham, recorded in the Middlesex County (South) Registry of Deeds in Book 37706, Page 73, (as the same shall be amended by the Amendment to Development Restriction referred to below). This Landscape Easement shall be subject to the enumerated permitted activities set forth in III.B of the Development Restriction, as same have been and may be amended. Grantor acknowledges its agreement with the Grantee to seek approval from the Secretary of Environmental Affairs for an Amendment to the Development Restriction pursuant to M.G.L. c. 184, sections 31-33, so that the Development Restriction is granted in perpetuity. Said Amendment to the Development Restriction is recorded herewith to enlarge the area of the land subject to the restriction, and upon receipt of state approval, a confirmatory Amendment to Development Restriction will be recorded so that the Development Restriction may be held in perpetuity. Notwithstanding the exclusive nature of the easement granted hereunder, Grantor expressly reserves the right, which right may be conveyed to any other entity of Grantor's choosing, to use the Retained Land for the purposes now or hereafter permitted by the Development Restriction (i.e., rights with respect to detention basin and access way).
5. Grantor, and any subsequent owner of Grantor's Parcel, shall be required to include, in a deed transferring his or its interest in Grantor's Parcel, a reference to this deed, the landscape easement recorded herewith and the

Amendment to Development Restriction recorded herewith, as may be amended.

The restrictions set forth in Paragraphs 1, 2 and 3 above shall be in effect for a term of thirty (30) years following the execution and delivery of this deed, or for such longer periods as may be allowed by law.

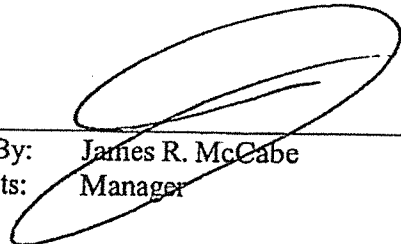
This is a conveyance in the ordinary course of business and is not in contravention of the filed Certificate of Organization for the Limited Liability Company, as it may be amended. Neither this instrument nor any other record at the Registry of Deeds discloses anything in contravention of the laws of the Commonwealth of Massachusetts and the grantor limited liability company appears from the records of the Commonwealth of Massachusetts Office of the Secretary of State to exist.

Being the same premises conveyed to Grantor by deed of Wellington House, LLC, executed as of February 28, 2005 and recorded with the Middlesex South District Registry of Deeds in Book 44714, Page 395. Grantor acknowledges that it had acquired the premises conveyed this day subject to the Grantee's escrowed encumbrances (this deed, the landscape easement recorded herewith, and the Amendment to Development Restriction recorded herewith). See Paragraphs 4, 6, 13 and 14 of Exhibit B to the deed recorded at Book 44714, Page 395.

This instrument confirms, revises and replaces the Quitclaim Deed between the Grantor and Grantee originally executed by the Grantor on March 20, 2006 (held in escrow but not previously accepted by the City until the undersigned acceptance date); attached hereto as Exhibit D.

In WITNESS WHEREOF, Wellington Waltham, LLC. has caused its seal to be hereto affixed and in these presents signed by James R. McCabe, its Manager, this 3rd day of August, 2006.

WELLINGTON WALTHAM, LLC

By: 
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

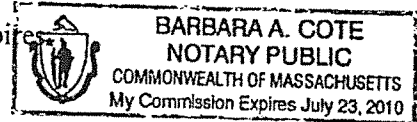
Worcester, ss

On this 3^d day of August, 2006 before me, the undersigned notary public, personally appeared James R. McCabe, Manager of Wellington Waltham, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, 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, and that he has the authority to act in that capacity.

Barbara A. Cote

Notary Public

My Commission Expires



ACCEPTANCE BY THE CITY OF WALTHAM

In witness whereof the City of Waltham, acting by and through its Mayor, with the approval and authorization of the City Council as evidenced by the attached Council Order, has caused this Deed to be executed this 13 day of October, 2006.

City of Waltham, by its Mayor, pursuant to Council
Order Number 30529

Jeanette A. McCarthy 10/13/06

Hon. Jeanette A. McCarthy, Mayor

Date

Jeanette

Exhibit A

Legal Description of
Wellington House Lot

A certain parcel of land located in Waltham, Massachusetts situated on the Northerly sideline of Trapelo Road and shown as Lot C on the plan entitled "Plan of Land in Waltham & Lexington, MA(Middlesex County)" dated March 12, 2004, last revised April 9, 2004, prepared by Precision Land Surveyors, Inc., and recorded as an "Approval Not Required" plan in Middlesex County (South) Registry of Deeds as Plan No. 402 of 2004, and more particularly bounded and described as follows:

Beginning at a point at the southeasterly corner of said Lot C, thence running

N 73° 21' 51"W	171.64' along a stone wall on the northerly line of Trapelo Road to a point; thence turning and running
N 11° 20' 04" E	125.87' along Lot B on said plan to a point; thence turning and running
S 82° 01' 23" E	185.18' still along Lot B on said plan to a point; thence turning and running
S 10° 45' 30" W	46.60' along a stone wall at Lot 1 N/F City of Waltham as shown on said plan to a corner in said stone wall; thence turning and running
N 79° 43' 27" W	20.11 still along the stone wall and said Lot 1 to a corner in said stone wall; thence turning and running
S 08° 15' 43" W	105.76 still along the stone wall and said Lot 1 to the northerly line of Trapelo Road and the point of beginning.

Containing 24,082 square feet or .553 acres, more or less.

Cambridge Massachusetts
 in the 102nd of 2011
 sent by 103 2011
 at 2:11 PM on Dec 10
 from [redacted]
 to [redacted]
 [redacted]

Exhibit B

The Secretary of the Interior's Standards for Rehabilitation of Historic Buildings

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damages to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired. Alterations and additions to existing properties should not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material. Such design should be compatible with the size, scale, color, material and character of the property, neighborhood and environment.

Exhibit C

Legal Description of Landscape Easement Area

The land located in the Commonwealth of Massachusetts, County of Middlesex, City of Waltham, situated on the northeasterly sideline of Trapelo Road, and is shown as CONSERVATION RESTRICTION AREA on the plan entitled "Plan of Land in Waltham & Lexington, MA (Middlesex County)" prepared by Precision Land Surveying, Inc., dated March 12, 2004, last revised April 19, 2004, and recorded as an "Approval Not Required" plan with the Middlesex South Registry of Deeds as Plan 402 of 2004 and more particularly bounded and described as follows:

Beginning at a point on the northeasterly sideline of Trapelo Road, said point being the southwesterly corner of Lot C as shown on said plan, and being the most southerly corner of the parcel herein described; thence running

N 73°21'51" W	188.60' along a stone wall on the northerly line of Trapelo Road, thence continuing
N 73°21'51" W	365.02' along said stone wall and Trapelo Road to a point; thence turning and running
N 65°19'56" W	938.70' to a point, said last two courses being by the northeasterly sideline of Trapelo Road; thence turning and running
N 24°07'44" E	431.11' to a point; thence turning and running
S 72°39'17" E	4.63' to a point; thence turning and running
S 23°53'17" W	239.99' to a point; thence turning and running
S 21°46'28" E	31.03' to a point; thence turning and running
S 17°01'35" W	20.51' to a point; thence turning and running
S 65°19'56" E	503.46' to a point; thence turning and running
N 24°54'00" E	131.21' to a point; thence turning and running
S 12°29'56" E	156.94' to a point; thence turning and running
S 57°26'45" E	44.81' to a point; thence turning and running
S 65°19'56" E	188.68' to a point; thence turning and running
S 72°27'46" E	185.26' to a point; thence turning and running
N 77°05'45" E	23.84' to a point of non-tangency; thence turning and running
NORTHEASTERLY	14.21' by a curve to the left having a radius of 78.36' to a point of non-tangency; thence turning and running
EASTERLY	60.99' by a curve to the left having a radius of 89.00' to a point of non-tangency; thence turning and running
EASTERLY	38.84' by a curve to the left having a radius of 72.98' to a point; thence turning and running
N 43°12'58" E	312.08' to a point; thence turning and running
N 10°11'56" W	285.20' to a point; thence turning and running
N 66°17'35" W	54.75' to a point; thence turning and running
N 21°25'53" W	29.82' to a point; thence turning and running
N 66°17'35" W	105.53' to a point; thence turning and running
N 21°25'53" W	12.91' to a point; thence turning and running

N 66°21'48" W	86.64' to a point; thence turning and running
N 66°15'14" W	451.48' to a point; thence turning and running
S 75°48'07" W	95.93' to a point; thence turning and running
N 19°19'25" W	80.75' to a point; thence turning and running
N 66°15'14" W	35.19' to a point; thence turning and running
S 87°10'26" E	27.76' to a point; thence turning and running
S 66°17'35" E	896.57' by the city/town line between Waltham and Lexington to a point; thence turning and running
S 19°04'11" E	304.25' to a point; thence turning and running
S 15°14'56" E	281.57' to a point; thence turning and running
S 55°30'51" E	108.54' to a point; thence turning and running
S 10°45'30" W	118.06' to a point; thence turning and running
N 82°01'23" W	185.18' to a point; thence turning and running
S 11°20'04" W	125.87' to the POINT OF BEGINNING.

Containing 390,360 square feet or 8.962 acres, more or less.

EXHIBIT D**QUITCLAIM DEED**

Wellington Waltham, LLC, a Massachusetts limited liability company, having an address c/o Pulte Homes of New England, LLC, 115 Flanders Road, Suite 170, Westborough, MA 01581 ("Grantor"), for consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, grants to THE CITY OF WALTHAM, a municipal corporation with a legal address at 610 Main Street, Waltham, Massachusetts 02454 ("Grantee"), WITH QUITCLAIM COVENANTS, the land, with the building (the "Wellington House") and appurtenant improvements located thereon situated in Waltham, Middlesex County, Massachusetts being shown as Lot C on the plan entitled "Plan of Land in Waltham & Lexington, MA (Middlesex County)" dated March 12, 2004, last revised April 9, 2004, prepared by Precision Land Surveying, Inc., recorded as an "Approval Not Required" Plan in the Middlesex County (South) Registry of Deeds as Plan No. 402 of 2004 and more particularly described on Exhibit A.

Said premises are conveyed together with the appurtenant rights and easement to install, maintain, use, repair, and replace utility lines pursuant to the reservation contained in that certain Deed from Perseus of N.E. MA, Inc. to the City of Waltham dated May 6, 1998 and recorded in Book 28805, Page 364, with said Deeds, and subject to the covenants and restrictions hereinafter set forth.

RECITALS:

WHEREAS, the Wellington House is a historically significant, Georgian Colonial style residence dating from circa 1779; and

WHEREAS, the Grantor's parent company (Pulte Homes of New England LLC) owns certain land adjacent to the Wellington House ("Retained Land"); and

WHEREAS, the Grantor and Grantee desire and intend that the Wellington House shall be preserved and rehabilitated for use by the Grantee and for the benefit of the Retained Land.

NOW, THEREFORE, for the monetary consideration recited above, the covenants and agreements contained herein, and other good and valuable consideration, the Grantor grants, and the Grantee accepts, fee simple title to the Property subject to, and together with, the following rights, covenants and restrictions:

1. Simultaneously with the delivery hereof, Grantor shall pay to the Grantee the sum of One Hundred Thousand Dollars (\$100,000) for the sole and exclusive purpose of undertaking the rehabilitation of the Wellington House.

Property Address: Lot C, 775 Trapelo Road, Waltham, MA

2. The rehabilitation shall conform in all respects to the Secretary of Interior's Standards for Rehabilitation of Historic Buildings, attached hereto as Exhibit B.
3. Prior to undertaking any material rehabilitation of the Wellington House, the Grantee shall submit plans for such work (the "Rehabilitation Plans") to the Massachusetts Historic Commission (MHC) for review and shall consult with the MHC as requested by that agency. If MHC does not complete its review of the Rehabilitation Plans and initiate consultation within thirty (30) days after the Grantee's submission of said Rehabilitation Plans, then Grantee may proceed with the work shown thereon.
4. Grantor's parent company (Pulte Homes of New England, LLC) shall further grant to Grantee an exclusive, perpetual landscaping easement, to be recorded herewith, on that portion of the Retained Land which is described in Exhibit C hereto, for the purpose of (a) planting native trees and shrubs; (b) clearing overgrowth and non-native species of vegetation, and (c) otherwise maintaining and enhancing a naturally vegetated landscape that complements the historically significant aspects of the Wellington House. This easement shall cover the same area subject to that certain Development Restriction ("Development Restriction") dated November 25, 2002 from HCRI Holdings Trust to the City of Waltham, recorded in the Middlesex County (South) Registry of Deeds in Book 37706, Page 73, (as the same shall be amended by the Amendment to Development Restriction referred to below). This Landscape Easement shall be subject to the enumerated permitted activities set forth in III.B of the Development Restriction, as same have been and may be amended. Grantor acknowledges its agreement with the Grantee to seek approval from the Secretary of Environmental Affairs for an Amendment to the Development Restriction pursuant to M.G.L. c. 184, sections 31-33, so that the Development Restriction is granted in perpetuity. Said Amendment to the Development Restriction is recorded herewith to enlarge the area of the land subject to the restriction, and upon receipt of state approval, a confirmatory Amendment to Development Restriction will be recorded so that the Development Restriction may be held in perpetuity. Notwithstanding the exclusive nature of the easement granted hereunder, Grantor expressly reserves the right, which right may be conveyed to any other entity of Grantor's choosing, to use the Retained Land for the purposes now or hereafter permitted by the Development Restriction (i.e., rights with respect to detention basin and access way).
5. Grantor, and any subsequent owner of Grantor's Parcel, shall be required to include, in a deed transferring his or its interest in Grantor's Parcel, a reference to this deed, the landscape easement recorded herewith and the

Amendment to Development Restriction recorded herewith, as may be amended.

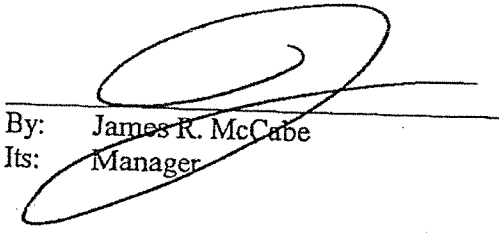
The restrictions set forth in Paragraphs 1, 2 and 3 above shall be in effect for a term of thirty (30) years following the execution and delivery of this deed, or for such longer periods as may be allowed by law.

This is a conveyance in the ordinary course of business and is not in contravention of the filed Certificate of Organization for the Limited Liability Company, as it may be amended. Neither this instrument nor any other record at the Registry of Deeds discloses anything in contravention of the laws of the Commonwealth of Massachusetts and the grantor limited liability company appears from the records of the Commonwealth of Massachusetts Office of the Secretary of State to exist.

Being the same premises conveyed to Grantor by deed of Wellington House, LLC, executed as of February 28, 2005 and recorded with the Middlesex South District Registry of Deeds in Book 44714, Page 395. Grantor acknowledges that it had acquired the premises conveyed this day subject to the Grantee's escrowed encumbrances (this deed, the landscape easement recorded herewith, and the Amendment to Development Restriction recorded herewith). See Paragraphs 4, 6, 13 and 14 of Exhibit B to the deed recorded at Book 44714, Page 395.

In WITNESS WHEREOF, Wellington Waltham, LLC. has caused its seal to be hereto affixed and in these presents signed by James R. McCabe, its Manager, this 20 day of March, 2006.

WELLINGTON WALTHAM, LLC

By: 
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

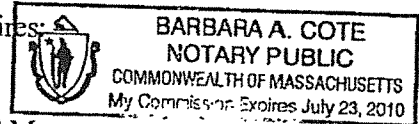
Worcester, ss

On this 20th day of March, 2006 before me, the undersigned notary public, personally appeared James R. McCabe, Manager of Wellington Waltham, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, 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, and that he has the authority to act in that capacity.

Barbara A. Cote

Notary Public

My Commission Expires:



ACCEPTANCE BY THE CITY OF WALTHAM

In witness whereof the City of Waltham, acting by and through its Mayor, with the approval and authorization of the City Council as evidenced by the attached Council Order, has caused this Deed to be executed this _____ day of _____.

City of Waltham, by its Mayor, pursuant to Council
Order Number _____,

Hon. Jeanette A. McCarthy, Mayor

Date _____

CERTIFICATE OF LIMITED LIABILITY COMPANY
WELLINGTON WALTHAM, LLC

The undersigned, being the Manager of and the person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property for Wellington Waltham, LLC, a Massachusetts Limited Liability Company, with a principal office in Massachusetts at 115 Flanders Road, Westborough, MA 01581, hereby certifies that he has been authorized on behalf of the Limited Liability Company to convey the Wellington House property (Lot C on Plan 402 of 2004), Trapelo Road, Waltham, Middlesex County, Massachusetts to the City of Waltham, upon the terms and conditions contained in the Deed recorded herewith and execute any and all other documentation deemed necessary or expedient to accomplish said transfer.

By executing this Certificate, the undersigned further certifies as follows:

- a) that he is named in the Operating Agreement as Manager and in the Operating Agreement and Certificate of Organization as the person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property on behalf of the limited liability company and such authority has not been amended, modified or revoked;
- b) that the Operating Agreement authorizes him to take all steps and sign all documents necessary to effectuate the transfer referenced herein; and
- c) no member of Wellington Waltham, LLC has filed for bankruptcy protection.

Signed as a sealed instrument this 20 day of March, 2006.

WELLINGTON WALTHAM, LLC

Witness

By: James R. McCabe
Its: Manager and Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 20th day of March, 2006 before me, the undersigned notary public, personally appeared James R. McCabe, Manager and Authorized Signatory of Wellington Waltham, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, 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, and that he is authorized to sign in that capacity.

Barbara A. Cote

Notary Public

My Commission Expires:

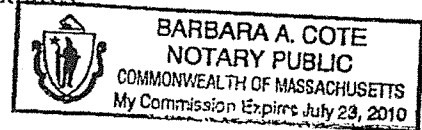


Exhibit A

Legal Description of
Wellington House Lot

A certain parcel of land located in Waltham, Massachusetts situated on the Northerly sideline of Trapelo Road and shown as Lot C on the plan entitled "Plan of Land in Waltham & Lexington, MA(Middlesex County)" dated March 12, 2004, last revised April 9, 2004, prepared by Precision Land Surveyors, Inc., and recorded as an "Approval Not Required" plan in Middlesex County (South) Registry of Deeds as Plan No. 402 of 2004, and more particularly bounded and described as follows:

N 73° 21' 51"W	171.64' to a point; thence turning and running
N 11° 20' 04" E	125.87' to a point; thence turning and running
S 82° 01' 23" E	185.18' to a point; thence turning and running
S 10° 45' 30" W	46.60' to a point; thence turning and running
N 79° 43' 27" W	20.11 to a point; thence turning and running
S 08° 15' 43" W	105.76 to the point of beginning.

Containing 24,082 square feet or .553 acres, more or less.

Exhibit B

The Secretary of the Interior's Standards for Rehabilitation of Historic Buildings

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damages to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired. Alterations and additions to existing properties should not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material. Such design should be compatible with the size, scale, color, material and character of the property, neighborhood and environment.

Exhibit C

Legal Description of Landscape Easement Area

The land located in the Commonwealth of Massachusetts, County of Middlesex, City of Waltham, situated on the northeasterly sideline of Trapelo Road, and is shown as CONSERVATION RESTRICTION AREA on the plan entitled "Plan of Land in Waltham & Lexington, MA (Middlesex County)" prepared by Precision Land Surveying, Inc., dated March 12, 2004, last revised April 19, 2004, and recorded as an "Approval Not Required" plan with the Middlesex South Registry of Deeds as Plan 402 of 2004 and more particularly bounded and described as follows:

Beginning at a point on the northeasterly sideline of Trapelo Road, said point being the most southerly corner of the parcel; thence running

N 73°21'51" W	553.62' to a point; thence turning and running
N 65°19'56" W	938.70' to a point, said last two courses being by the northeasterly
	sideline of Trapelo Road; thence turning and running
N 24°07'44" E	431.11' to a point; thence turning and running
S 72°39'17" E	4.63' to a point; thence turning and running
S 23°53'17" W	239.99' to a point; thence turning and running
S 21°46'28" E	31.03' to a point; thence turning and running
S 17°01'35" W	20.51' to a point; thence turning and running
S 65°19'56" E	503.46' to a point; thence turning and running
N 24°54'00" E	131.21' to a point; thence turning and running
S 12°29'56" E	156.94' to a point; thence turning and running
S 57°26'45" E	44.81' to a point; thence turning and running
S 65°19'56" E	188.68' to a point; thence turning and running
S 72°27'46" E	185.26' to a point; thence turning and running
N 77°05'45" E	23.84' to a point of non-tangency; thence turning and running
NORTHEASTERLY	14.21' by a curve to the left having a radius of 78.36' to a point of
	non-tangency; thence turning and running
EASTERLY	60.99' by a curve to the left having a radius of 89.00' to a point of
	non-tangency; thence turning and running
EASTERLY	38.84' by a curve to the left having a radius of 72.98' to a point;
	thence turning and running
N 43°12'58" E	312.08' to a point; thence turning and running
N 10°11'56" W	285.20' to a point; thence turning and running
N 66°17'35" W	54.75' to a point; thence turning and running
N 21°25'53" W	29.82' to a point; thence turning and running
N 66°17'35" W	105.53' to a point; thence turning and running
N 21°25'53" W	12.91' to a point; thence turning and running
N 66°21'48" W	86.64' to a point; thence turning and running
N 66°15'14" W	451.48' to a point; thence turning and running
S 75°48'07" W	95.93' to a point; thence turning and running
N 19°19'25" W	80.75' to a point; thence turning and running

