

City of Waltham Massachusetts
Community Preservation Act
Historic, Open Space and Recreation
Funding Application WCPA-1

ORIGINAL



APPLICANT INFORMATION

Name of Applicant ⁽¹⁾ City of Waltham Planning Department
Name of Co-Applicant, if applicable ⁽¹⁾ Jamie Stevens, Curator of Stonehurst, The Robert Treat Paine Estate
Contact Name Jamie Stevens, Curator of Stonehurst, The Robert Treat Paine Estate
Mailing Address 100 Robert Treat Paine Drive, Waltham, MA 02452

Daytime Phone (i.e. of Proposal Applicant) 781-314-3291

PROJECT BASICS

Address of Project (or Assessor's Parcel ID) Stonehurst, the Robert Treat Paine Estate
City of Waltham, 100 Robert Treat Paine Dr., Waltham, MA 02452

CPA Category (check all that apply):
☐ Open space
☒ Historic preservation
☐ Open space recreation
☐ Community Housing (You must also complete Application WCPA-2)
CPA Funding Requested \$50,000 for design services
Total Cost of Proposed Project \$29,100

PROJECT DESCRIPTION

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

GOALS: What are the goals of the proposed project?

COMMUNITY NEED: Why is this project needed? Does it address needs identified in existing City plans?

COMMUNITY SUPPORT: What is the nature and level of support for this project? Include letters of support and any petitions.

TIMELINE: What is the schedule for project implantation? Include a timeline for all critical items for their

Jannette A. McCarty
Mayor 4/3/2024

completion.

CREDENTIALS: How will the experiences of the Applicant(s) contribute to the success of this project?

Success Factors: How will the success of this project be measured? Be specific.

BUDGET: What is the total budget for this project? How will the CPA funds portion be spent? All items of expenditure must be clearly identified and justified. Detail the hard and soft costs. Identify contingencies.

OTHER FUNDING: What additional funding sources are available, committed, or under consideration? Include commitment letters if available. Identify all sources of other funding which have been sought for this project and the status of the requests.

MAINTENANCE: If ongoing maintenance is required for your project, how will it be funded? (Note that CPA Funds may not be used for maintenance, but maintenance is an important consideration for all projects.)

ADDITIONAL INFORMATION

Provide the following additional information, *as applicable*.

DOCUMENTATION: Provide written documentation that you have control over the site, such as Purchase and Sale Agreement, option, or deed.

CONSTRUCTION OR REHABILITATION: ⁽²⁾ For projects with construction or rehabilitation, provide floor plans, elevations including the existing and proposed site plan(s), and any additional drawings or photographs which visually describe the project.

ZONING: Provide evidence that the project is in compliance with the current City Zoning Ordinance as Amended, as well as all other laws and regulations. If zoning relief is required, note the parts of the proposal not in compliance with the Zoning Ordinance, and when an application will be made to the Zoning Board of Appeals.

CITY APPROVALS: Provide evidence that the appropriate City Boards and Commissions approve of the project (Waltham Historical Commission for Historic, Conservation Commission for Open Space, Park & Recreation Board for Recreation, and Waltham Housing Authority for Community Housing). As an example, a project in a City park would require that the Park & Recreation Board accept the project.

HAZARDOUS MATERIALS: Provide evidence that the proposed site is free of hazardous materials or that there is a plan for remediation in place.

PROFESSIONAL STANDARDS: Provide evidence that appropriate professional standards will be followed if construction, restoration, or rehabilitation is proposed.

LEVERAGED ADDITIONAL BENEFITS: Provide information indicating how this project can be used to achieve additional community benefits.

Notes:

(1) City Property: If the proposal is located on City-owned land, either the Applicant or Co-Applicant must be the City Board, Commission or Department that has custody of the land.

(2) Appraisals: If the requested funds are for a real estate acquisition, an independent appraisal will be required which the Applicant will be required to fund. No funding decisions will be made without an independent appraisal. Additional appraisals may be required for final approval.

FOR COMMUNITY PRESERVATION COMMITTEE USE ONLYApplication received on 4-4-2024Application received by Julie TooleDate Project presented to CPC for Submission Acceptance Process 4-9-2024

Was Project accepted for Consideration? _____

If accepted for Consideration, Project Public Hearing date _____

Following meeting Date for decision to recommend for funding _____

Was project recommended for funding to the City Council? _____

Was project funded by the City Council? _____

If project funded by the City Council, for how much? _____

Date funding Contract signed with applicant _____

APPLICATION SUBMISSION REQUIREMENTS

Proposals for Community Preservation Act funding must be submitted using the City of Waltham's Application forms WCPA-1 and WCPA-2.

If the proposal is exclusively a community housing project, applicants must submit WCPA-2. If the proposal combines community housing with any other funding category, both WCPA-2 and the WCPA-1 must be submitted. Otherwise applicants can submit just WCPA-1.

All information requested on the application forms must be included with the proposal at the time of submission or it will not be accepted for consideration. Applications may not include any handwritten information.

Applications and all supporting documentation must be submitted as hardcopy with eleven (11) copies (including one unbound for reproduction) to the official mailing address as specified in Article VI. If an Application is recommended for funding by the CPC, then an additional 17 copies must be provided for use by the City Council.

Applicants are encouraged to include any maps, diagrams, and/or photographs pertaining to the project. Letters of support for the project from community organizations or other sources may also be submitted.

Applicants will also submit an electronic version of each and every document submitted in their application if available, either on CD or USB flash drive, preferably in Portable Document Format (PDF) or other commonly used file formats (eg. .doc, .docx, .xls, .xlsx, .jpeg).

Applicants should include actual quotes for project costs whenever possible. If not available, estimates may be used, provided the basis of the estimate is fully explained.

Applicants should pursue matching or supplemental funds from state, federal and/or private sources when available.

Applicants should detail who will be responsible for project implementation and management. Their relevant experience should be included in the narrative. Please be sure that project management costs have been included in the overall project budget.

Stonehurst, The Robert Treat Paine Estate

Fireplace Restoration and Preservation-Design Services

GOALS

The City of Waltham requires immediate funding for the preservation of the architectural fabric of the only National Historic Landmark under its stewardship: Stonehurst, the Robert Treat Paine Estate, designed by Henry Hobson Richardson and Frederick Law Olmsted.

We are very grateful to the CPC for their continuous support in the City's efforts to preserve the buildings envelope and structural integrity of the property located at the Robert Treat Paine Estate here in Waltham. Over the course of the last few years, we have made significant improvements to the deteriorated porches, sills, trim clapboards; we have identified and reproduced the historical columns supporting the south loggia, north porch, and roof along with the framing of the south loggia parapet.

This last year we replaced over a dozen windows that contained rotted and broken sash. Stone foundations were selectively repointed and the deteriorated porch floor was replaced / stone steps reset for improved safety. We also repaired the structural integrity of the South Porch by installing (2) structural yellow pine beams 16' in length that stretched the entire back of the porch.

The current request before the CPC will be to hire a preservation architect and structural engineer to provide technical assistance to perform the following remaining tasks (see proposal attached);

- Replace approx. 20' x 40' brick patio located outside / underneath South Porch
- Research and provide documentation for the repair of the upstairs fireplace hearth and related damage to the ceiling below
- Review and approve prior documents (from past project) to replace several wood shingle roofs that were not completed during 2020 construction because of increase construction costs
- Provide, repair, prep, and re-paint schedule for selected locations of building
- Remove and Install New Boiler
- Install New Generator for property

The picturesque convention breaking structure blends a variety of natural stone and wood materials in complex, organic forms to harmonize with the surrounding New England landscape the property is encompassed by. Richardson and Olmsted's shared vision for an architecture completely at one with its setting transformed American design, and the contrast at Stonehurst between its Second Empire Wing (1866) and its massive Richardson addition (1886) provides evidence of that transformation.

The grant will support a continued effort in this comprehensive program of Interior/Exterior preservation and restoration necessary for the historical integrity and makeup of the property making it unique among historical preserved properties. Grant work on both the interior and exterior will reduce the continuous threat of water damage, will slow deterioration on the

original building fabric (inside and out), will present an experience for those that closely resembles that of the 1880's and doing it all in a safe environment provided by the town.

This project will complete the restoration of the roof which dates as far back as 2017. The mansard portion of the roof, which was deferred due to limited funding, will now be restored with red cedar shingles. As noted back in 2017, we witnessed an alarming increase in the rate and extent of wood decay, which is now widespread across the entire building. During the 2020 construction, following bid the sub file proposed a significant increase in the roofing costs (an increase well over our 25% threshold for Change Directives on an active project) so the city made the financial decision to wait in the best interest of the city as the price proposed was outrageous (at best).

COMMUNITY NEED

The preservation, restoration and maintenance of this nationally significant structure owned by the City of Waltham is a perpetual and challenging task. To best approach the numerous and costly physical needs of Stonehurst, a Conservation Assessment Report was prepared in 2000. The preservation of the exterior envelope was identified as the first step in a carefully conceived plan outlined in the Conservation Assessment Report (2000) to stabilize the physical plant, making it safe and accessible to all visitors.

In 2002, \$800K in federal, state, municipal and private funds were secured for some of the most urgent roofing, flashing, water management, carpentry, and structural needs. Since that comprehensive effort to preserve the property, CPC funding has supported continued efforts to the exterior, structural support, portions of roof, historical building envelope, masonry waterproofing, new window s and decorative elements along with historical reclamations.

Now, in 2024, we are approaching the commission for continued support in our efforts to maintain and preserve this historical gem at the Waltham Robert Treat Paine Estate.

See Attachment A

COMMUNITY SUPPORT

A feature historical attraction of Waltham, Stonehurst is unusual in that it is a nationally significant resource and yet it is municipally-owned and community-based. In September 2000, the City of Waltham's Stonehurst provided an appropriately picturesque setting for the historic signing of the Community Preservation Act. Stonehurst was chosen above all properties in Massachusetts as a fitting symbol embodying the three goals of the act: historic preservation, affordable housing, and open space. (Mr. Paine was a leading housing reformer of the 19th century.)

There are currently about 24,000 annual visitors, who range from trail hikers and private event guests to old-house buffs, students, scholars, and architects. Community and organizational

leaders developed the Five-Year Strategic Plan for all operations of this property. To fulfill its mission “to ensure that diverse audiences enjoy, appreciate, and draw inspiration from Stonehurst and the legacy of those who created and lived in it,” the property routinely offers public programs, is regularly open to the public, and is utilized as a popular event venue for private, civic, and non-profit community events. Information panels, guidebooks, and pamphlets are available to all visitors, enhancing their experience regardless of their reason for visiting.

The municipally-owned site offers about a dozen public programs each year, frequently in collaboration with the Waltham Public Library, and other non-profit organizations in Waltham. Every third-grade student in the Waltham Public School System visits the property for a fun and educational field trip that connects to both science and history concepts learned in the classroom. Over 20 years, this program has reached thousands of Waltham students and families. Teachers and students have described it as the best of all Waltham elementary school field trips. In 2023, we began a collaboration with Crescendo Productions, to create meaningful, historically informed and mission driven performances and presentations at Stonehurst, free for the community.

See Attachment B for Evidence of Community Support

TIMELINE

Design

Apr – June 2024	CPC and City Council review & approval of funding
July – Sept 2024	Design Services Completed
Oct – Nov 2024	Bid Final Design Docs / Secure CPC Funding

Construction

Nov – Jan 2025	Secure CPC Funding / Bid Final Design Docs
Feb – Mar 2025	Check References / Contract Execution / Transmittal Submissions
April 2025	Construction Begins
August 2025	Project Completion

Please note the project timeline above is meant to be a suggestive approach for the purposes of this CPC application and is subject to change for the better as the projects moves along.

CREDENTIALS

The responsibilities for the property cross City of Waltham departments—from the Building Department, to the Stonehurst staff within the Planning Department, to the Historical and Conservation Commissions. Each group brings its experience and expertise to the project. The Superintendent of Public Buildings will work with the Director of Building Maintenance, Curator of Stonehurst and Waltham Historical Commission to ensure the project's success.

Following the public process with securing design funding from the CPC and Waltham City Council, the City of Waltham Planning Dept will move ahead with design services necessary to implement those tasks identified in this Grant application. Following design efforts, the city will then appear before CPC again for assistance with Construction funding to supplement funding secured In-House. We will procure the project in an effort to contract with a local General fit for the task. All process is done by our city procurement office who we work very closely with daily and have had much success.

The projects success will be the result of our ability to produce documents that:

- Stabilize and restore the hearth and fireplace
- Remediation to the back patio and porch located off South Entrance
- Patch and Paint historical areas identified as "In need" by Architect
- Meet preservation standards.

The architect will develop carefully written bidding documents to ensure that the bidders are qualified and experienced in the preservation of National Historic Landmarks, ideally those comparable in material and age. They will ensure the quality of workmanship and materials and compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

BUDGET

Stonehurst Emergency Roof Preservation – Design Services	Current CPA application	Total
Design Services		
Design documents	\$ 50,000	
Construction oversight (for a future proposal)		
Total	\$ 50,000	\$50,000

OTHER FUNDING

It is anticipated that the City of Waltham will apply to the CPC for funding of the construction phase of this project.

If the City is supportive, additional state funding will be sought through the Massachusetts Preservation Project Fund.

MAINTENANCE

The City of Waltham Building Department has a maintenance budget for all City buildings, including Stonehurst. The daily operation of Stonehurst is overseen by the Planning Department of the City of Waltham.

ADDITIONAL INFORMATION:

DOCUMENTATION

Provide written documentation that you have control over the site, such as Purchase and Sale Agreement, option, or deed.

See Attachment C

CONSTRUCTION OR REHABILITATION

⁽²⁾ For projects with construction or rehabilitation, provide floor plans, elevations including the existing and proposed site plan(s), and any additional drawings or photographs which visually describe the project.

Full drawings and specifications will be prepared by the architect when CPA funding is secured.

ZONING

Provide evidence that the project is in compliance with the current City Zoning Ordinance as Amended, as well as all other laws and regulations. If zoning relief is required, note the parts of the proposal not in compliance with the Zoning Ordinance, and when an application will be made to the Zoning Board of Appeals.

See Attachment D

CITY APPROVALS

Provide evidence that the appropriate City Boards and Commissions approve of the project. As an example, a project in a city park would require that the Recreation Board accept the project.

The City of Waltham Planning Department is submitting this application.

See Attachment E

HAZARDOUS MATERIALS

Provide evidence that the proposed site is free of hazardous materials or that there is a plan for remediation in place.

Stonehurst and the surrounding Storer Conservation Lands were a privately-owned seasonal country estate for residential and agricultural use until 1974 when the property was donated to the City of Waltham. There has been no commercial use of the property at any time in its long and well-documented history. When Stonehurst was constructed in 1886, many hazardous materials did not exist. In 2000, the building was tested for asbestos and none was found. In 2013, a small amount of asbestos was found by a furnace and beneath modern floor tiles and was removed.

PROFESSIONAL STANDARDS

Provide evidence that appropriate professional standards will be followed if construction, restoration, or rehabilitation is proposed.

The Massachusetts Historical Commission holds preservation restrictions on this National Historic Landmark property, requiring their review and approval of all major projects. In accordance with these restrictions, the exterior preservation project must comply with accepted preservation practice and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, using appropriate traditional materials and technologies through repair or in-kind replacement of historic building fabric. Bid documents carefully prepared by the professional preservation team will ensure that the contractors are qualified to perform the work and that these standards are met.

See Attachment C for preservation restrictions recorded in the Middlesex County Registry of Deeds.

LEVERAGED ADDITIONAL BENEFITS

Provide information indicating how this project can be used to achieve additional community benefits.

Please see “Community Support” above which describes a myriad of community benefits ranging from school programs for local children that are fun, educational, and inspiring to regional and national exposure for the City of Waltham as a steward of a popular National Historic Landmark in need of additional support. The City’s preservation project will take measures to halt the decay of the fireplace and hearth mitigate structural damage, protect the fireplace directly below in the Great Hall and ensure the safety of visitors, demonstrating its continued commitment to the care of this nationally significant property under its stewardship.

LIVERMORE EDWARDS AND ASSOCIATES

September 27, 2023
(Revised 3/1/24)

Mr. Robert Waters
Waltham Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02542

RE: Stonehurst
LE 2399

Dear Mr. Waters;

In response to your request, we have developed this proposal to provide design services for the preparation of documents and construction phase services for selected improvements to Stonehurst at 100 Robert Treat Paine Drive, Waltham, MA 02452-4758. Our proposal follows this outline:

1. Scope of Work
2. Existing Conditions Information
3. Approach
4. Project Team
5. Proposed Fees
6. Schedule
7. Assumptions, Exclusions and Exceptions
8. General Provisions

Livermore, Edwards and Associates is a design services firm that is experienced in providing services tailored to the needs of both institutional and commercial clients. Testimonials from our past clients confirm the office is characterized by a team of professionals who are good listeners and who are very responsive in fulfilling the goals of our clients.

On projects such as this we often work with professionals in the contracting industry to provide solutions to architectural problems with the maximum benefit for the least cost.

1. Scope of Work

The project is a continuation of a project started and documented by an architect who is now retired. We understand that the City would like to have Livermore Edwards and Associates research design solutions, prepare bid documents and conduct construction phase services for the following tasks:

- Provide documents to replace an approximately 20 x 40 foot brick patio at the front of the building.
- Research and provide documentation for the repair of the upstairs fireplace hearth and related damage to the ceiling on the floor below.
- Provide documentation to replace several wood shingle roofs that were not replaced during a previous renovation.
- Provide repair, preparation and re-painting schedule and specifications for selected locations in the building.

2. Existing Conditions Information

We have received documents from the City used for previous renovations. We will expect to have access to original documents at Stonehurst describing the original construction of the building. We will conduct a site review and for locations where drawings are not available we will measure the existing visible conditions and prepare drawings of the site conditions based on our measurements and our site review.

We are not expecting to provide investigations for hidden or below grade conditions or to measure the entire building.

3. Approach

Task 1 - Benchmarking

- We will attend a kick-off meeting.
- We will contact the original architect to make sure we are not encroaching on his previous contract.
- We will visit the site and take measurements and photos of all areas to in the scope of work.
- We will prepare base drawings for use for the design documentation.
- We will visit the site to finalize our documents and confirm existing conditions.
- We will prepare a construction budget cost for each item of improvement under consideration.
- We will attend a meeting with the City to review our understanding of the scope of work required and the associated construction cost.

Task 2 – Construction documents

- We will prepare plans and specifications for the work.
- We will review the work with City representatives at the 60% stage of drawing completion and make changes as agreed.
- We will prepare a project specification.
- At 95% completion we will again review the work with City and then finalize the documents as directed.
- We will provide PDFs of the documents to the City for advertisement for bidding.

Task 3 – Bid Phase Services

- We organize and prepare bid documents according to the City's direction for bid package(s) as required.
- We will attend a pre-bid meeting and walk-thru for the first selected bid package bid.
- We will provide answers to technical questions that arise during the bid.
- We will attend bid openings and make recommendations for bid awards.

Task 4 – Construction Phase

- We will arrange to have the permit set drawings stamped and provide preliminary construction affidavits.
- We will answer questions during construction.
- We will review shop drawings and submissions for the construction.
- We will visit the site on a periodic basis and prepare meeting minutes recording the progress of the work.
- We will advise on the progress of the work for the purposes of the requisition for payment.
- We will do a final punch at the end of the work and prepare a Certificate of Substantial Completion.

4. Project Team

Livermore, Edwards and Associates – Architects and Planners

Robert Livermore, AIA Principal

Structural Engineer (if required)

Evan Hankin Principal

5. Proposed Fees LE

Task 1 – Benchmarking	\$3600
Task 2 – Construction Documents	\$9150
Task 3 – Bid Phase Services	\$1800
Task 4 – Construction Phase Services	\$7350
Total	\$21,900

Hourly Rates for Time and Expense Work:

Principal	\$150/hr.
Senior Designer	\$120/hr.

Manager

\$75/hr.

Fee amounts are billed each month based on percentage completion. Expenses incurred in the execution of the work including special meetings, travel, materials, reproduction, photography, postage and delivery are in addition to the upset amount and are billable as incurred. Expenses for projects rarely exceed 10% of the fee billing. Payments are due within 30 days of your receipt of our billing.

6. Schedule

We are ready to begin immediately and will work with you to complete the drawings in a timely fashion and conform to the schedule that is established for design and construction.

7. Assumptions, Exclusions and Exceptions

Assumptions, exclusions and exceptions that may affect the proposed fee or the project schedule:

1. Changes to project budget scope or schedule.
2. Involvement with hazardous materials. (If a hazardous material investigation is required we will manage the consultant who will be paid by the City.)
3. Investigation of existing concealed or below grade conditions
4. Full as-built measurement of any building or building element for which existing plans are not available.

8. General Provisions

1. It is agreed that the services and obligations under this agreement are limited in scope to those items of services specifically set forth herein.
2. It is understood that work beyond the scope specified herein is subject to approval by the Owner. No additional work should be done until approval is given. It is further understood that the Owner has no obligation to retain LE for further work on the project.
3. Design work is to conform to all applicable laws, codes and regulations governing the area in which the project is located.
4. It is the intention of all parties concerned that the laws of the Commonwealth of Massachusetts shall govern the validity of this agreement, the construction of its terms and the determination of the rights and responsibilities of the parties.

If you agree with the terms of this proposal, please sign and return one copy as authorization for us to begin work.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Robert Livermore III', written in a cursive style.

Robert Livermore III, RA
Principal

RL3/sel

Attachments: Fee Calculation Sheet

For City of Waltham

Date

For Livermore Edwards and Associates

Date

FEE BREAKDOWN
Stonehurst - Fee Calc
9/27/23
Revised 3/1/24

Hourly Rate	LE hrs	Rate	Total	Total
Task 1 - Benchmarking				\$3,600
Kick Off Meeting	1	\$150	\$150	
Site Visit	4	\$150	\$600	
Contact Original Architect	1	\$150	\$150	
Base Plan/Elevations Prep	4	\$150	\$600	
Historical Docs Review	4	\$150	\$600	
Prepare Budget Cost for Items	6	\$150	\$900	
Management	4	\$150	\$600	
Hours/Phase	24			
Task 3 - Construction Documents				\$9,150
Demolition documents	10	\$150	\$1,500	
Plans	12	\$150	\$1,800	
Details	14	\$150	\$2,100	
Final Review Meeting	3	\$150	\$450	
Specifications	10	\$150	\$1,500	
Changes	6	\$150	\$900	
Management	6	\$150	\$900	
Hours/Phase	61			
Task 4 - Bid Phase Services				\$1,800
Bid Document	2	\$150	\$300	
Meetings and Site Visit	2	\$150	\$300	
Bid Openings and Review	2	\$150	\$300	
Addenda Prep	6	\$150	\$900	
Hours/Phase	12			
Task 5 - Construction Phase Services				\$7,350
Stamp Permit Drawings	3	\$150	\$450	
Prepare Affidavits	2	\$150	\$300	
Kick Off Meeting	1	\$150	\$150	
Answer RFIs	7	\$150	\$1,050	
Prepare ASIs	4	\$150	\$600	
Review Shop Drawings	6	\$150	\$900	
Review Requisitions	3	\$150	\$450	
Prepare Punch List	3	\$150	\$450	
Site Visits & Meetings	20	\$150	\$3,000	
Hours/Phase	49			
TOTAL 1 thru 5	146			\$21,900
Total Hours				
		TOTAL	\$21,900	
		Total Hrs	146.0	

ATTACHMENT A Project Illustrations

ATTACHMENT B Evidence of Community Support

ATTACHMENT C Deeds

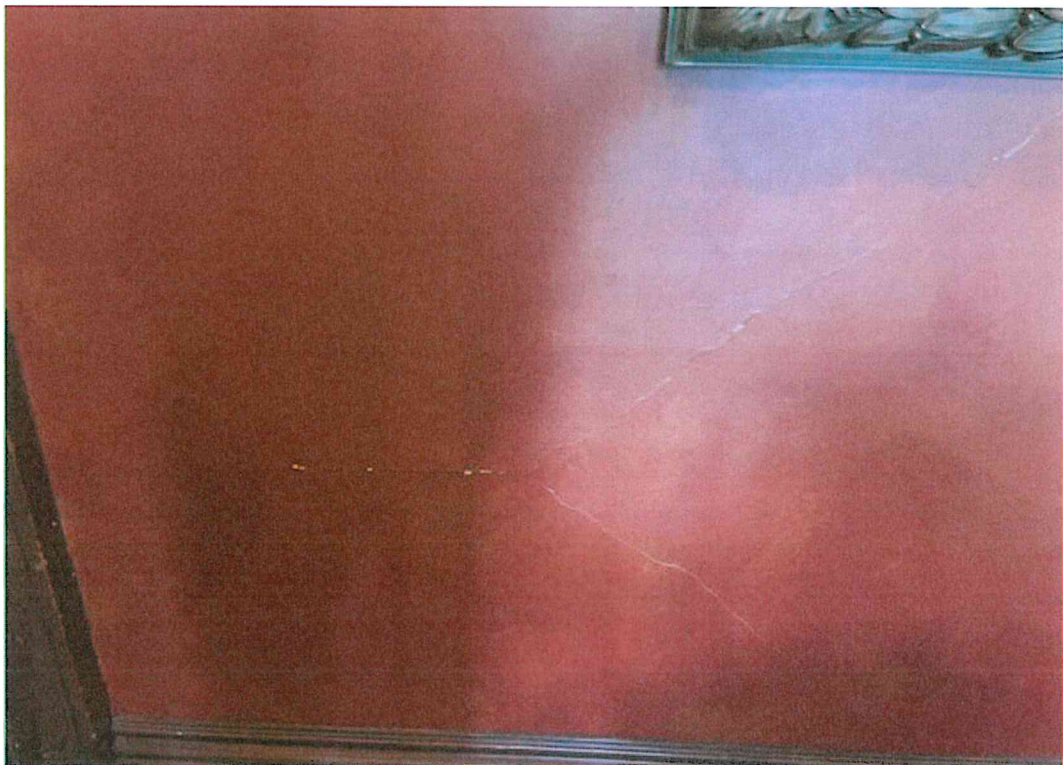
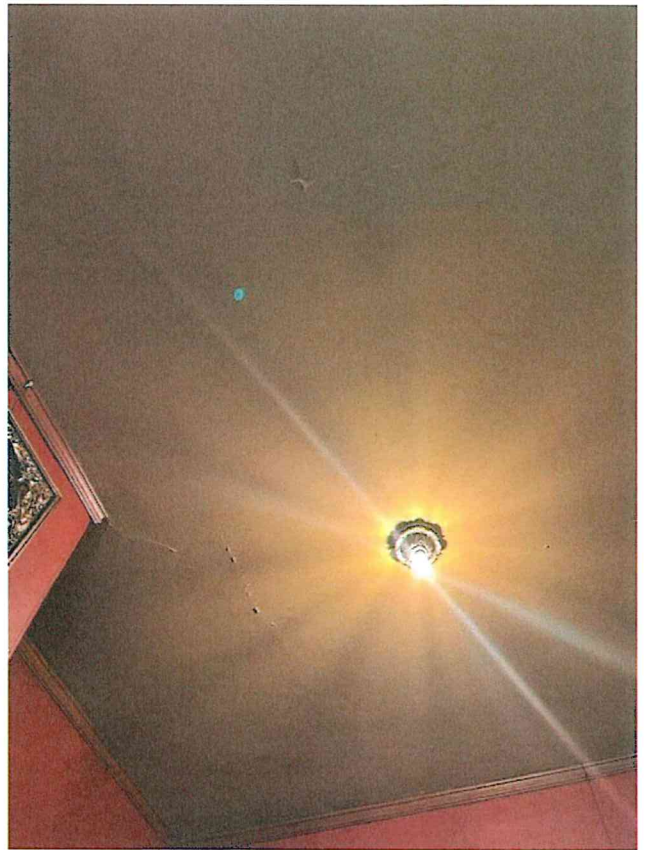
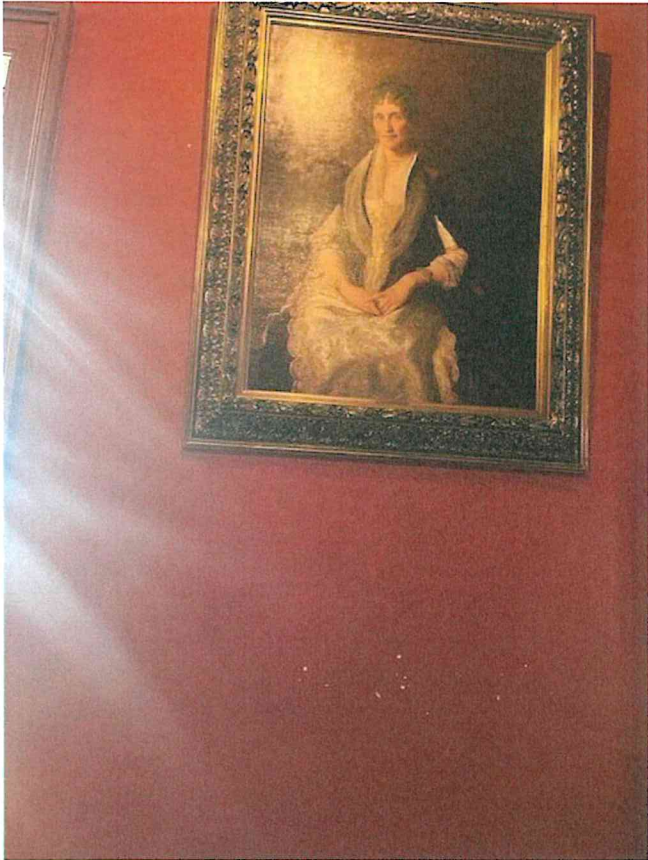
ATTACHMENT D Zoning

ATTACHMENT E Approvals

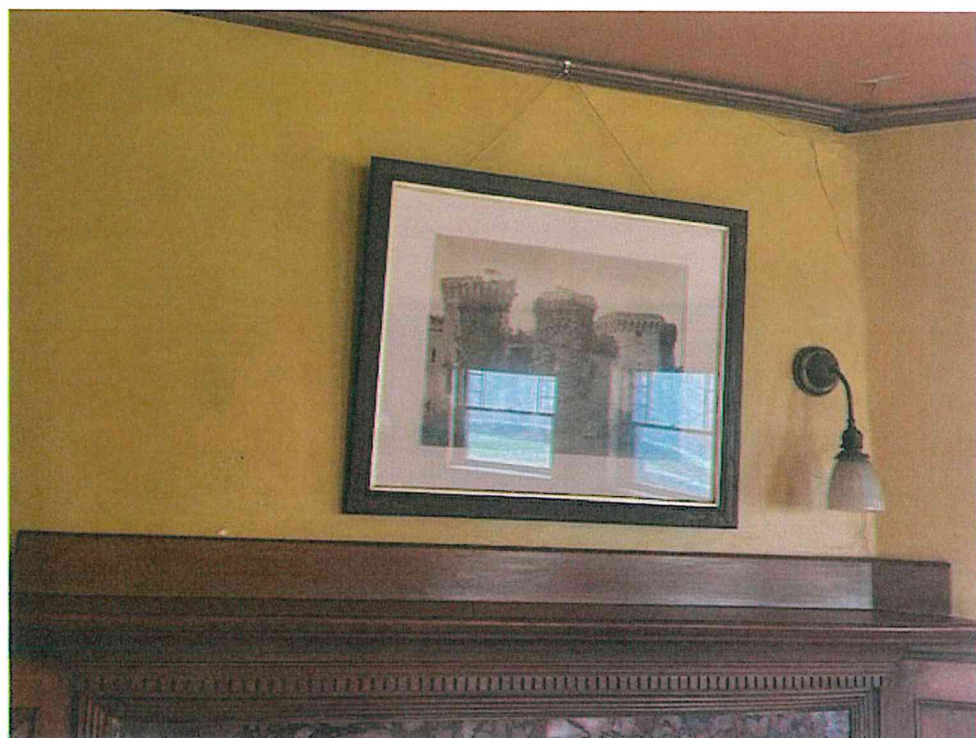
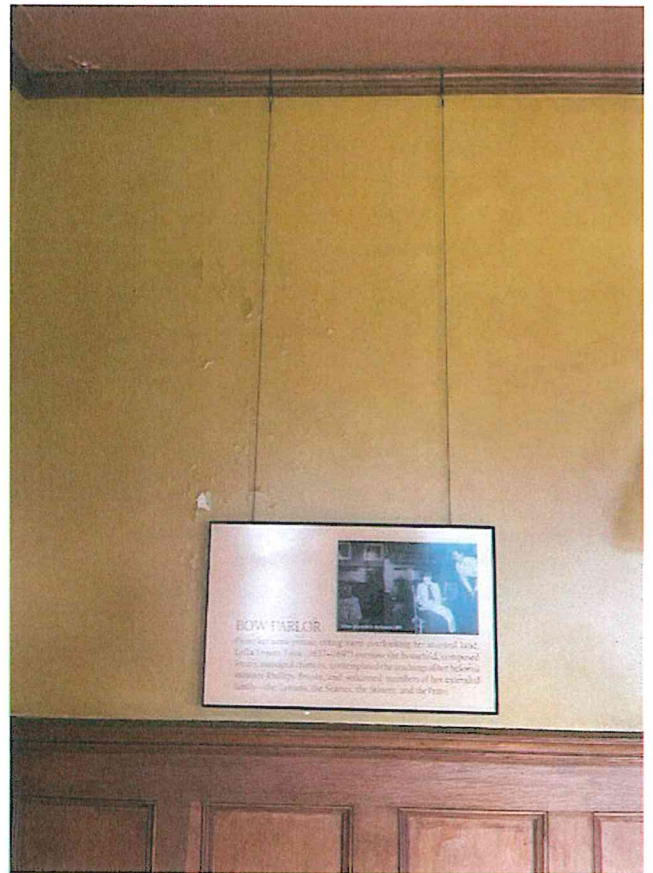
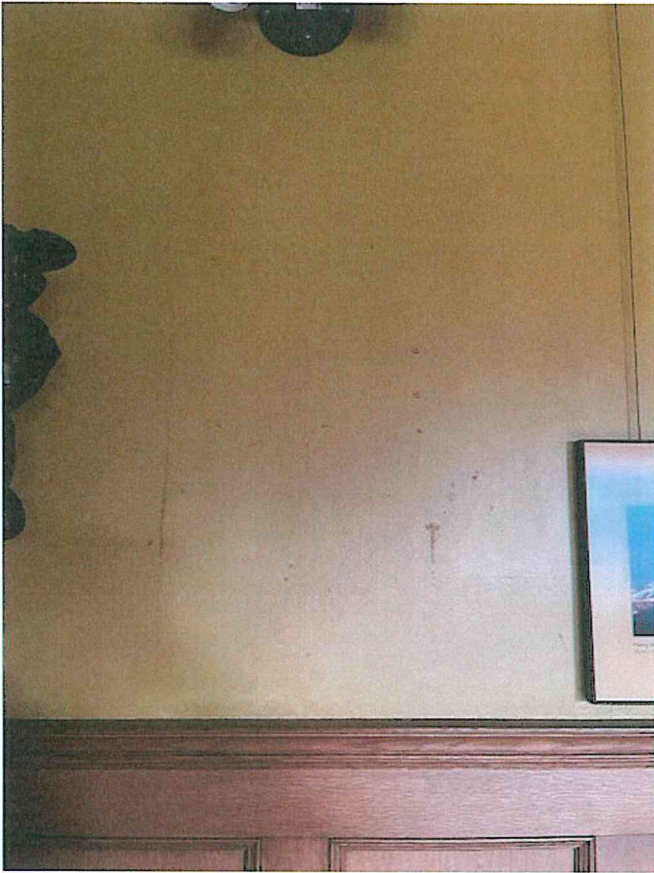
ATTACHMENT A
Project Illustrations

AUTUMN PARLOR

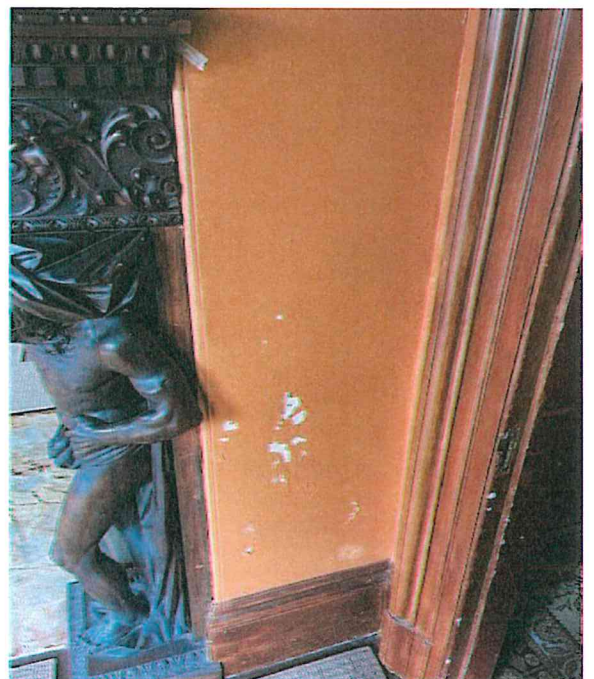
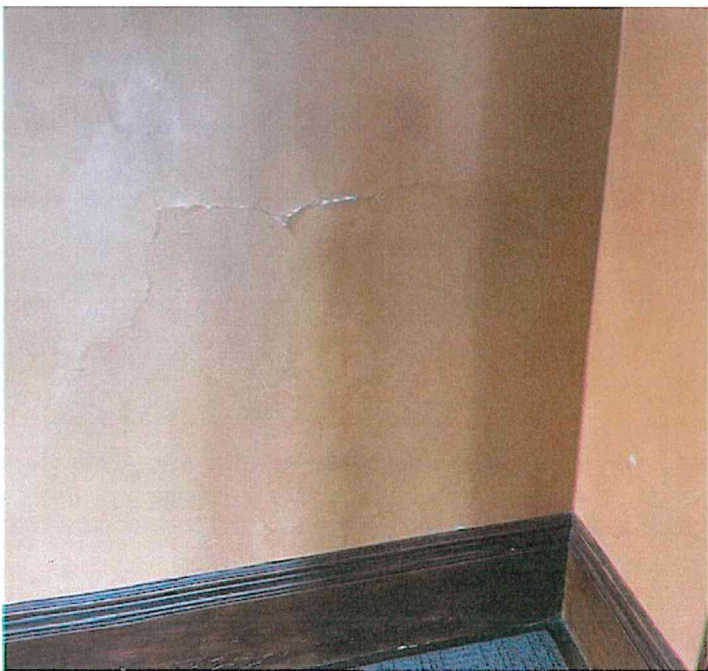
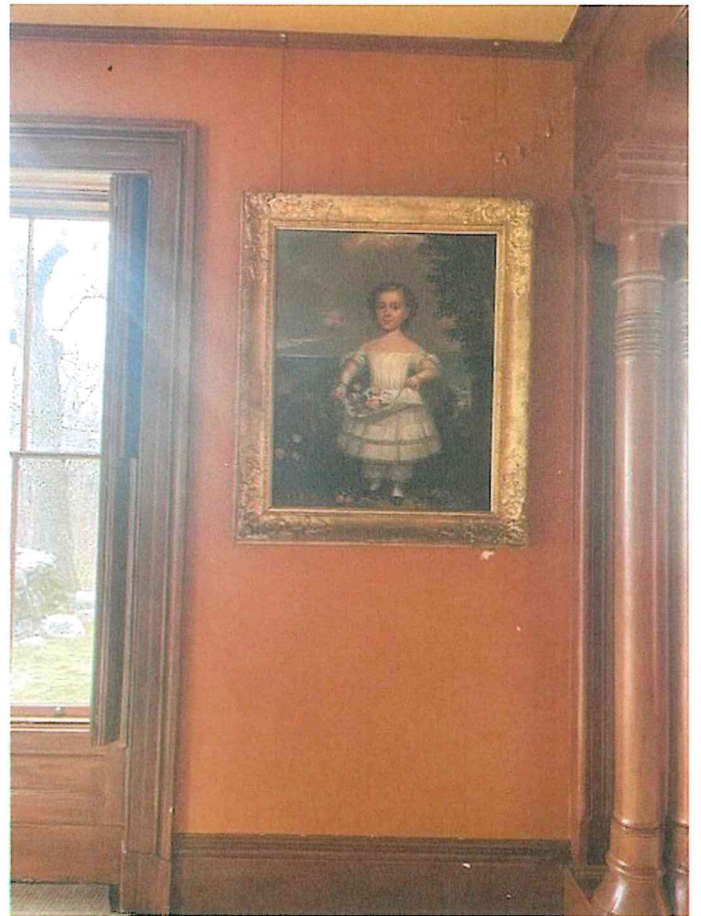
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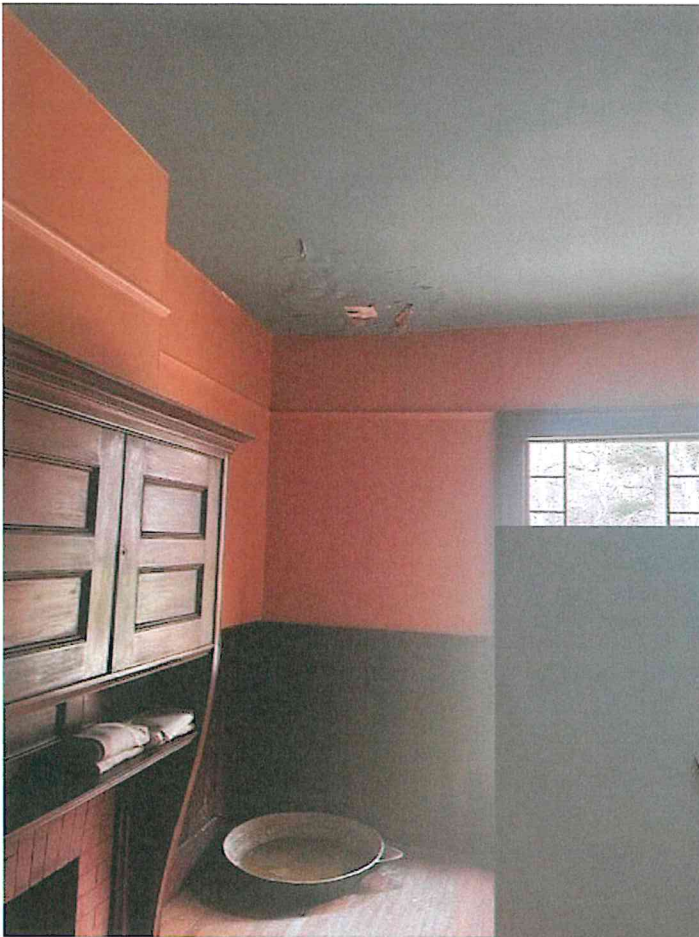
BOW PARLOR (Paint Concerns)



DINING ROOM (*Paint Concerns*)

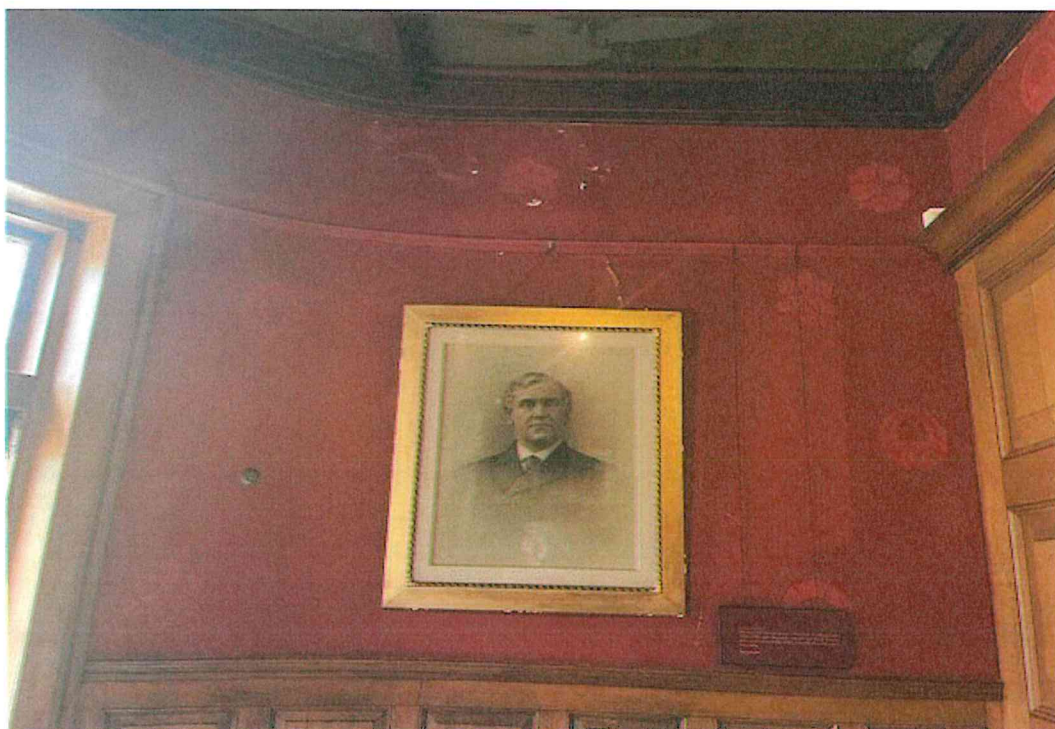
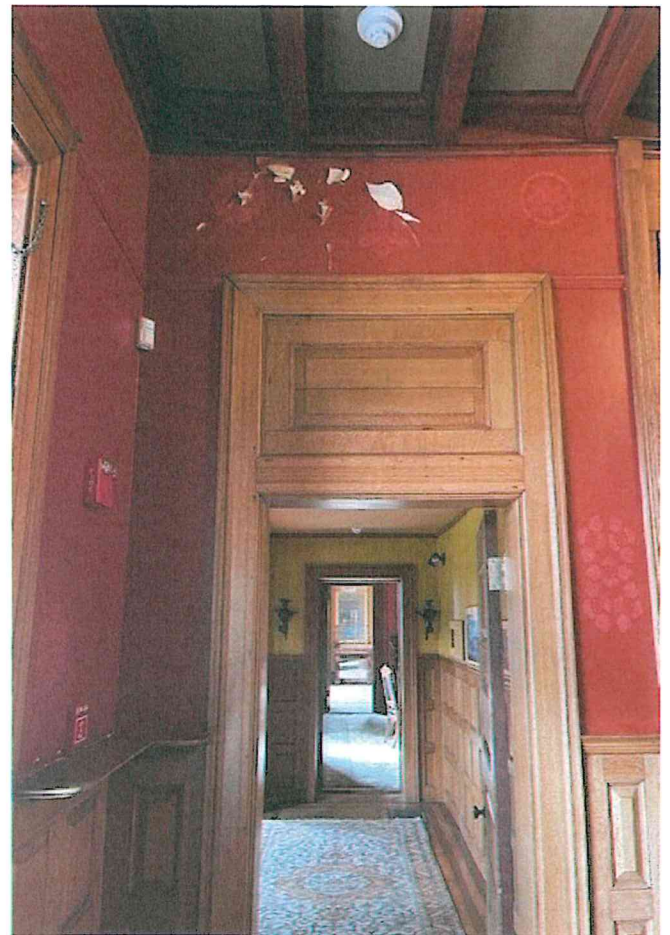
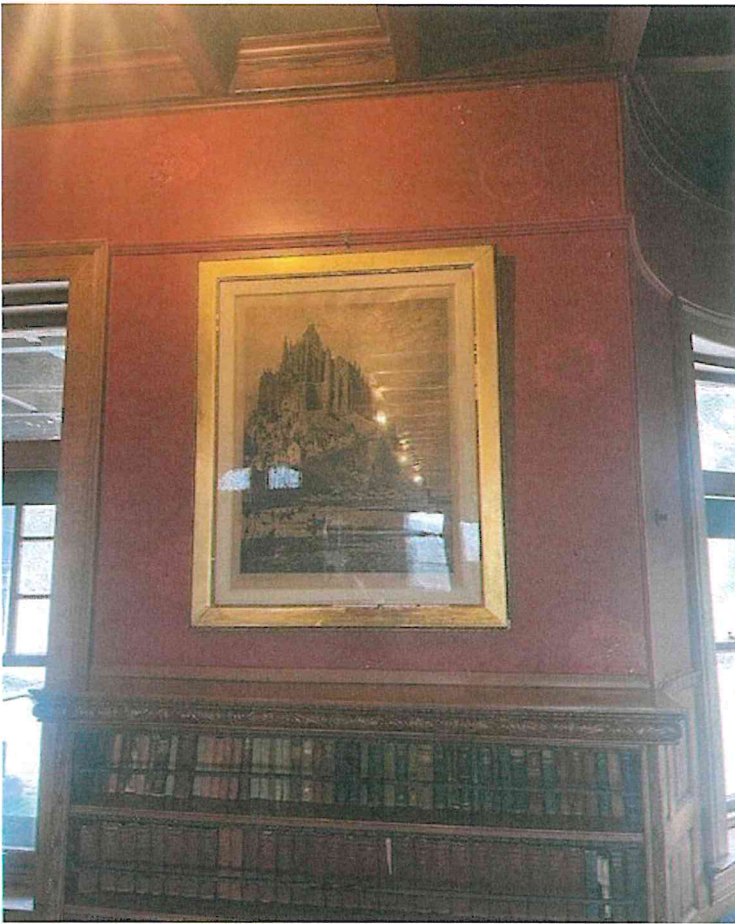


EAST BATHROOM *(Paint Concerns)*

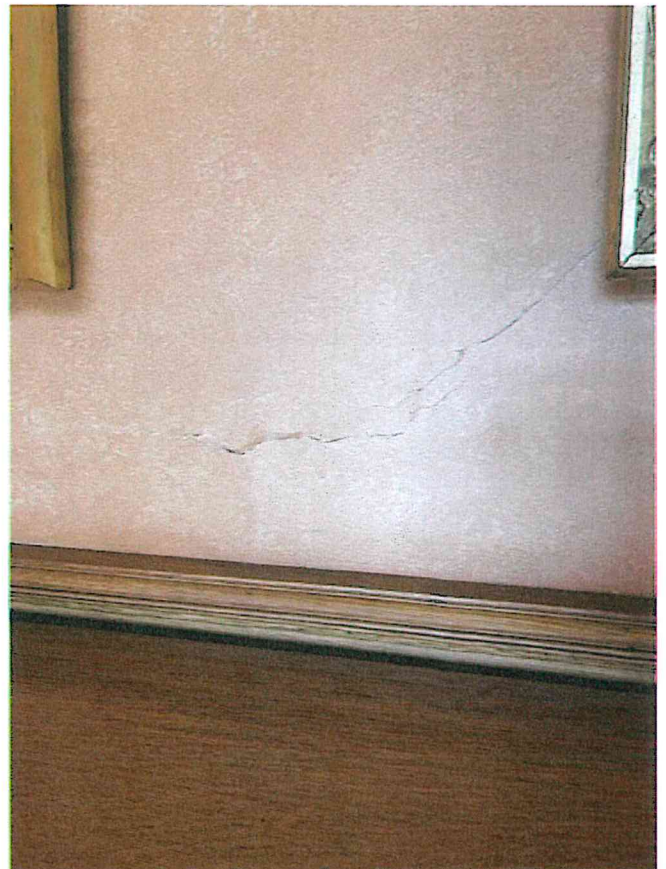
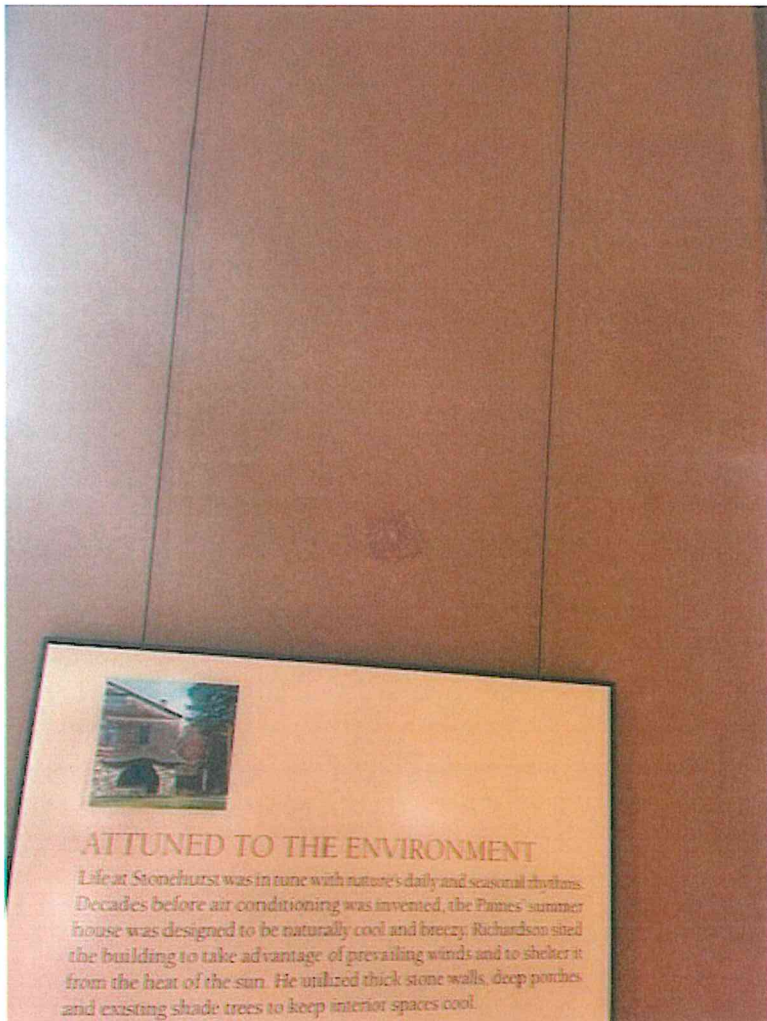
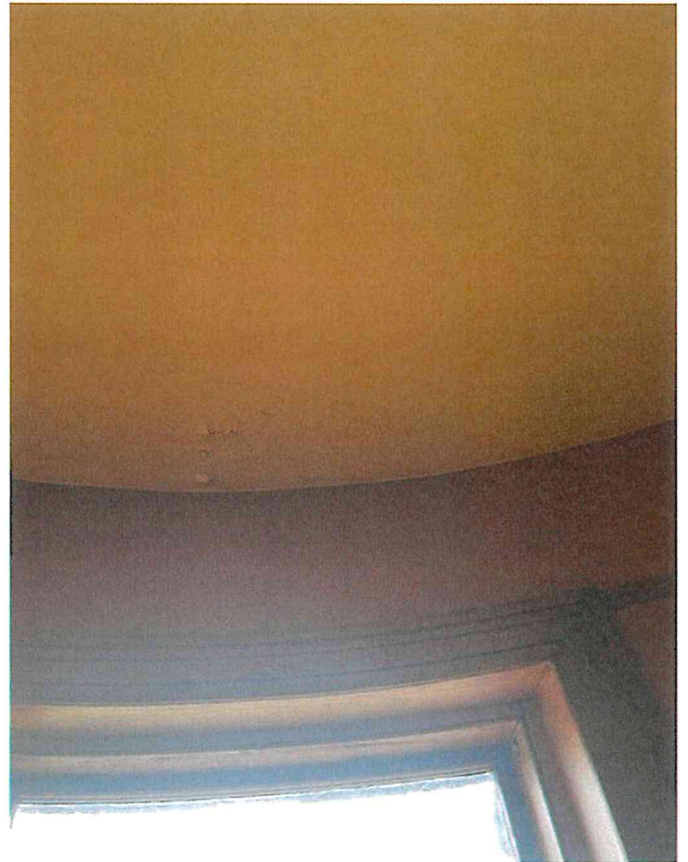


GREAT HALL

(Paint Concerns)

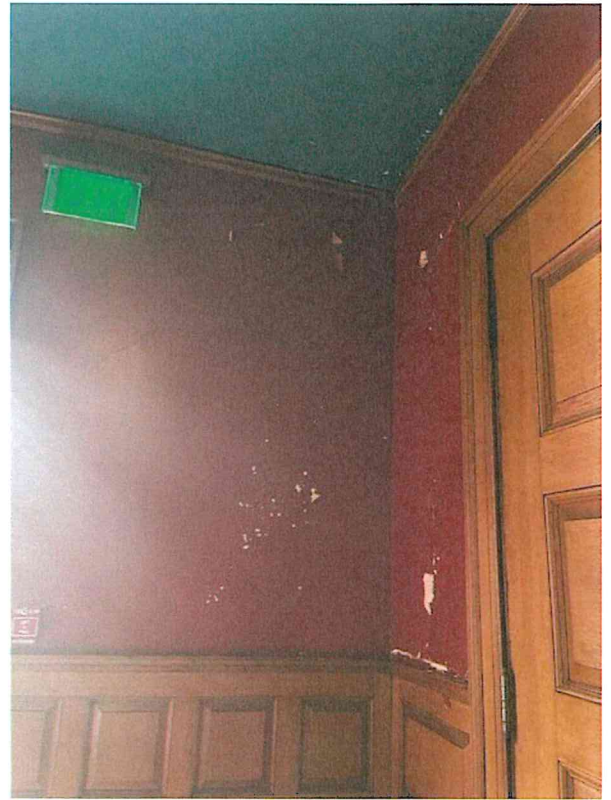


SUMMER PARLOR (Paint Concerns)



VESTIBULE

(Paint Concerns)



FIREPLACE NORTH SPARE BEDROOM
(Chimney & Hearth Concerns)



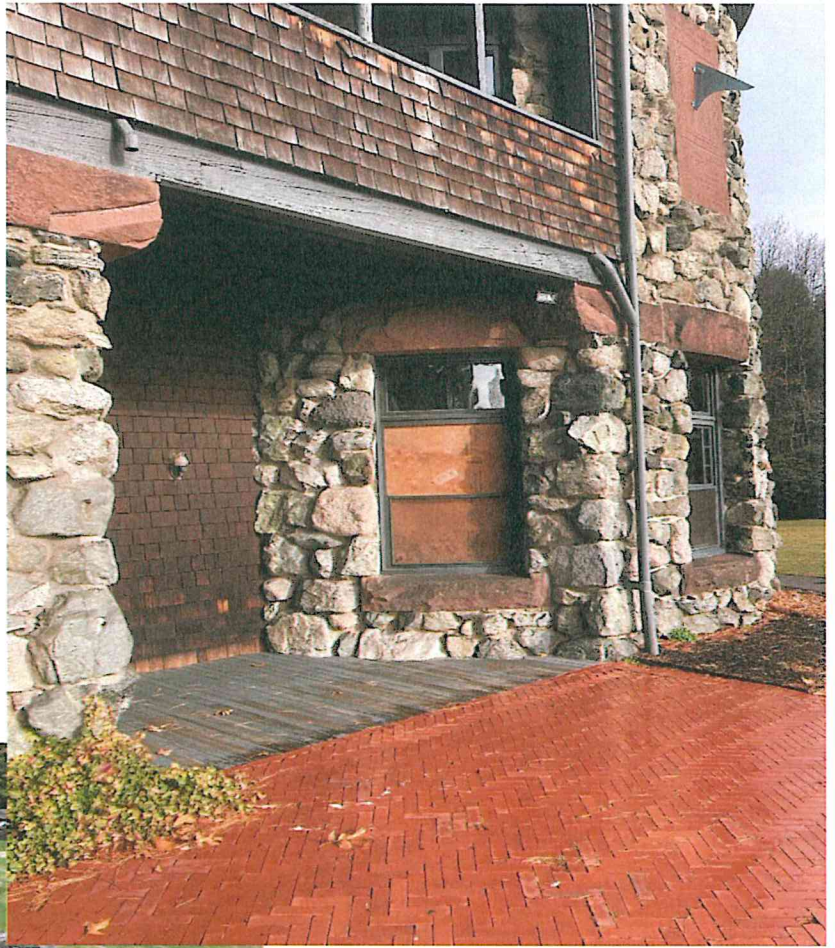
BASEMENT BOILER

(Replacement)



NORTH SIDE OUTDOOR PATIO AREA

(ADA Concerns)



PAINE ESTATE ROOF VIEWS

(Sections of Concern)



ATTACHMENT B
Evidence of Community Support

PHOTOS: Stonehurst Holiday Open House at Robert Treat Paine Estate

December 4, 2017 at 10:54 am

Throngs of Waltham families turned out to see the festive holiday décor at this historic home at the Robert Treat Paine Estate. Attendees were encouraged to pose for their own holiday photos against the backdrop of this unique home, designed by architect Henry Hobson Richardson and landscape architect Frederick Law Olmstead. The Waltham Public Library provided the story time, attended by approximately 300 children, and led by librarian Seana Rabbito.



A third-grade student at Whittemore School shared his thoughts on the Paine Estate annual field trip.

May 30, 2017

Dear Paine estate volunteers,

Thank you for helping us learn more

about the Paine estate because when we

came to the Paine estate we only know

facts. I enjoyed having fun with my

team mates and learning more from the

house. My favorite part was when we were

finding clues and finding things that

we did not know.

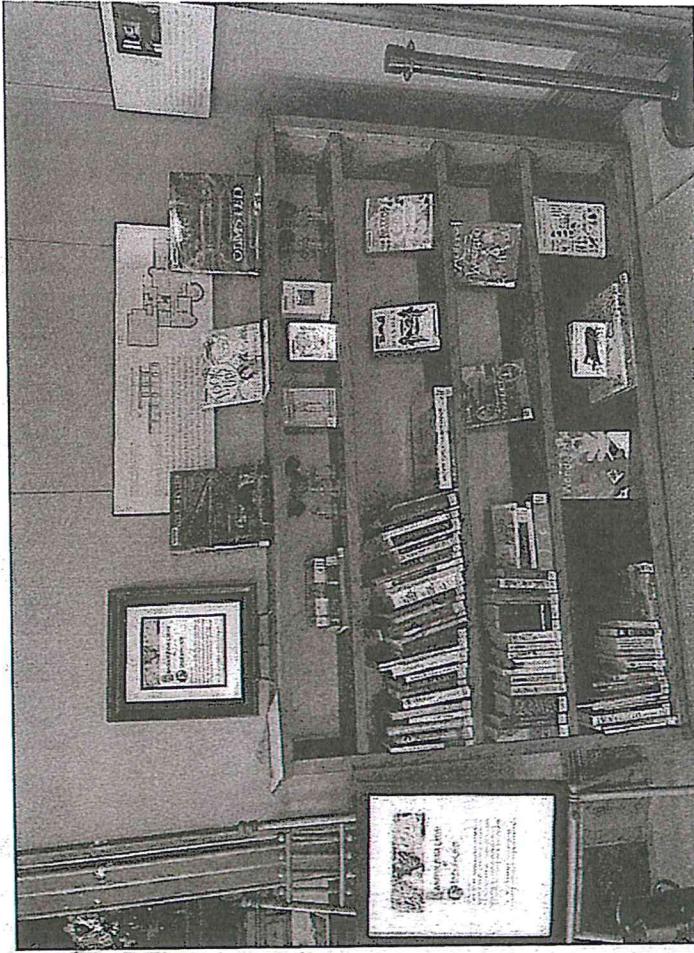
from

Morocco

STONEHURST



Ann Clifford Kelly Linehan and Mayor McCarthy debut the Library Stonehurst.



Library at Stonehurst collection May 2017. [COURTESY PHOTOS]

Library collection on display at estate

The Waltham Public Library and Stonehurst: the Robert Treat Paine Estate held an event on May 6 to celebrate their latest collaboration, the Waltham Public Library at Stonehurst: the Robert Treat Paine Estate, a collection of library

materials for all visitors of Stonehurst to borrow. More than 100 participated in a event, which included a story time with children's author Annette Leblanc Cate, a Waltham native who held her wedding at Stonehurst. Cate's

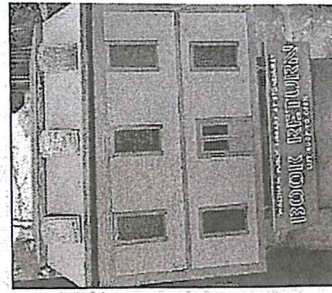
children's books, "The Magic Bunny" and "Look Up!", which she authored and illustrated, was featured among the activities for kids.

Children of all ages made magic wands, "feeding birds," built a child-sized

bird nest, and chose their own bunny to hop through a playscape of the City of Waltham, mimicking the storyline in "The Magic Bunny." They had the opportunity to meet and pet live bunnies.

The Waltham Public

Library at Stonehurst: the Robert Treat Paine Estate is available whenever Stonehurst is open to the public. For information: Walthampubliclibrary.org; 781-314-3425; or Stonehurstwaltham.org; 781-314-3290.



Custom book return drop a replica of Stonehurst.

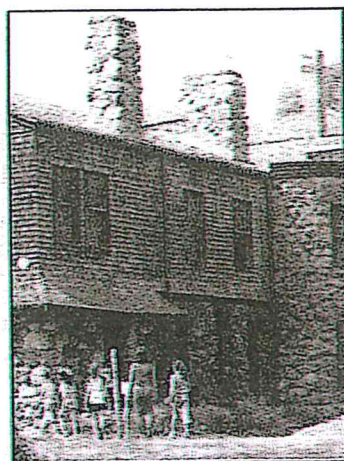


DAILY NEWS PHOTO BY BEAR CIERI

Dianne Hudson talks about the history of the Robert Treat Paine Estate to Plympton Elementary School third-graders.

Grounds for learning

Paine Estate tour gives students chance to see how nature can work with architecture



DAILY NEWS PHOTO BY BEAR CIERI

Third-graders spend the day at the Paine Estate in Waltham.

By Matt Perkins
DAILY NEWS STAFF

Ignoring the bright sun and the humid morning air, a group of Plympton Elementary third-graders stood on the second-floor balcony of Stonehurst, the Robert Treat Paine Estate, overlooking the vast landscape in front of them and a massive whale-shaped boulder.

"I liked how we got to come out and see the view and the

whale rock. It was awesome," said third-grader Randy Alay.

Alay and the rest of the Plympton third grade visited the Paine Estate Friday on a trip meant to educate them on the property's historical and naturalistic features.

"Not only is this place shaped by nature, but the people who built it also believed that people are shaped by nature," said Ann Clifford, the estate's director and curator.

Designed by architect H.H.

Richardson and landscape architect Frederic Law Olmsted, known for his work designing New York City's Central Park and Boston's Emerald Necklace, the group learned Friday that the house was built to correlate with its natural surroundings.

Part of the house's exterior is covered with ivy, many of the rooms contain large windows and mirrors to reflect light, and almost every room has a fire place. But the students also

STONEHURST, Page A5

Students get lesson at estate

STONEHURST, From A1
learned Friday that Paine's grandfather, Thomas Paine, was one of the singers of the Declaration of Independence.

"This is perfect alignment of the grade three curriculum, which focuses on knowledge of your hometown," said Waltham History Director Steve Goodwin. "This is one of the best days of the year."

All of the city's third-graders are making the trek to the estate this month, Goodwin said, with Whittemore Elementary being the final school to visit on Friday. A family night June 13 will wrap up the program at the estate, and will feature a showcase and several activities for families.

By moving to different stations, students were able to look closely at the house and grounds, which includes several vernal pools inhabited by wildlife.

"I like coming to see all the nature that was in the forest," said third-grader Yassenia Sylvestre, 9.

Students also went on a tour of the rooms in the house, in-



DAILY NEWS PHOTO BY BEAR CIERI

Marilyn O'Neill leads Plympton Elementary School third-graders on a scavenger hunt explaining the history of the Robert Treat Paine Estate.

cluding the bedroom of Robert Paine's daughter Lily, who was only 10 when the house was finally built in 1886, nearly the same age as the third-graders who visited.

Dianne Hudson, assistant financial rehab adviser for the city who helped to organize the trip, said the bedroom has

been closed to the public as of late, but was recently opened for the youths to see it first hand.

Atop Lily's bed lay a diary - with leaves pressed in between the pages - and a dress and photo album that also belonged to the Paine girl. Students browsed the room carefully

with white cloth gloves to protect the preserved items from the oils on their hands.

There was classwork outside, too.

The youngsters identified trees by going through leaves taken from the estate, painting them, and pressing them against construction paper to see the details of the different species.

"It's an actual activity that they used to do 100 years ago," Clifford said.

But the view from the balcony on the second floor seemed to be the deal-breaker for many of the third-graders.

"I like the whole place, because of the nice view and the house, and the way it comes in," said third-grader Jorge Chavarria. "It has beautiful nature, and that's what I like about it."

For more information on Stonehurst the Robert Treat Paine Estate, visit www.stonehurstwaltham.org.

Matt Perkins can be reached at 781-398-8009 or mperkins@cnc.com.

FRIDAY, SEPTEMBER 15, 2000

VOL. 1 • NO. 250 • 24 PAGES • 2 SECTIONS • 5



STAFF PHOTO BY SHANNON McHUGH

Gov. Paul Cellucci signing the Community Preservation Act into law at the Waltham site of the Robert Treat Paine Estate.

By Patrick Golden and David B. Caruso
CNC STAFF WRITERS

Waltham hosts historic signing of Community Preservation Act

WALTHAM — Amid the sprawling Robert Treat Paine Estate, Gov. Paul Cellucci yesterday signed into law the Community Preservation Act, which supporters say will help preserve historic places, protect undeveloped land and build more affordable housing, but only with local support.

"The reports of the death of the Community Preservation Act were greatly exaggerated," said Cellucci, twisting an old Mark Twain

The bill had been in works since the early 1990s, and weathered a series of changes before being put to ink.

Modeled after the Cape Cod Land Bank, the Community Preservation Act allows cities and towns to raise local property taxes up to 3 percent to fund land conservation, historic preservation and develop affordable housing. The legislation also calls for the state to kick in matching amounts.

But voters have the final say in determining whether their cities and towns will take part. Town meetings or city councils must agree to put the property tax increase to a vote.

FROM THE FRONT PAGE

Community Preservation

PRESERVATION, From A1

Voters must approve it by a simple majority.

Cellucci told state and local officials yesterday he is ready to kick in \$225 million in state money to help with the matching funds program. The bill calls for using new fees on filings at the registry of deeds to pay for the matching funds program.

A \$10 to \$20 hike in fees at the registry of deeds could raise at least \$26 million a year in state matching funds that would then be passed on to communities.

Bob Durand, secretary of environmental affairs, said he plans to aggressively recruit communities to participate, while providing help to those towns that need advice on planning strategies for preserving land.

Communities would be required to spend at least 30 percent of the money received equally on land preservation, historic preservation and affordable housing. The remaining 70 percent can be used as they choose.

"We're talking about preserving our history and our culture. We're talking about preserving open space," said Cellucci.

Several of the officials who spoke at yesterday's bill signing ceremony warned it is up to each city and town to make the law work.

Proponents say the law would help

communities protect themselves from building by allowing them the cash to buy land.

"It will provide a powerful new weapon to protect our community from urban sprawl and uncontrolled growth," said Whitney Hatch, regional director for the Trust for Public Land. Hatch said the state loses 44 acres to development each day.

Real estate agents on hand also commended the legislation, calling it step forward in providing more homes for low- to moderate-income people.

"That's money subsidizing rents, and building affordable units," said Fred Meyer, president of the Massachusetts Association of Realtors.

The question now is how many towns might eventually participate in a program that would require them to raise their own taxes.

In recent years there has been an appetite for more town spending on land preservation projects, even in towns traditionally known for a less-is-more approach to town government.

In Waltham, city officials have started an effort to buy undeveloped land using a portion of its hotel tax money. Officials want to use the money, which could start at as much as \$250,000 annually, to pay off the debt of money borrowed to purchase land.

"I think this is an excellent way to

write legislation to let the voters decide," said Waltham City Councilor Michael Squillante of the Community Preservation Act.

Voters in Stow, a town still laced with winding waterways and hilly forests, passed a \$3 million property tax override in 1998 with the goal of protecting 240 acres of undeveloped woods and fields.

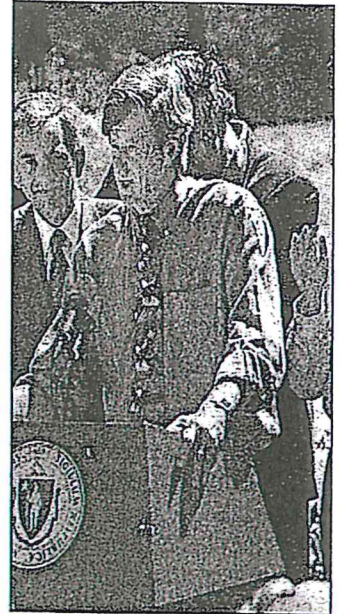
The tax hike passed with a whopping 80 percent of the vote, a victory the town's state senator, Pam Resor, said is evidence of strong community support for preservation efforts.

"I think they see some rapid development on the horizon here, and I suspect they know that they need to implement programs of this type and protect what they have while they have the chance," Resor said.

Other towns have followed suit.

Northborough put \$200,000 into a conservation fund and set up a commission to begin looking at land that might qualify for protection. Hopkinton has been setting aside \$350,000 a year for the past three years, running up a preservation war chest of \$1 million. Shrewsbury voters shelled out \$5 million to buy 18 undeveloped properties and protect around 270 acres. Westborough put \$1 million into its land bank.

The interest in protecting open space has been spurred on by the creeping advance of suburban



STAFF PHOTO BY SHANNON MCHUGH-POWER

Environmental Secretary Robert Durand addresses a crowd at Waltham's Robert Treat Paine Estate yesterday after the signing of the Community Preservation Act.

sprawl into the orchards and old farms of the Assabet and Blackstone valleys.

In Hopkinton alone nearly 2,337 homes have been built since 1990, at a pace that has quickened recently to more than 300 new residences a year.

Yet, as a number of small towns have plunged into land planning with renewed vigor, they have run into a number of obstacles, some of which are bound to continue under the Community Preservation Act.

ATTACHMENT C
Deeds



CITY OF WALTHAM

MASSACHUSETTS

ROBERT J. BROPHY
CITY SOLICITOR

LAW DEPARTMENT

ASSISTANT CITY SOLICITORS

JOHN B. CERVONE
ROBERT F. PILICY
PATRICIA A. AZADI
PATRICIA HARRIS-BANNAN
JEANNETTE AMANDA MCCARTHY

Memorandum

To: Waltham Historical Commission

From: Patricia Harris Bannan,
Assistant City Solicitor

Re: Property owned by the City of Waltham, described in Deed, dated October 31, 1974, recorded at Middlesex South District Registry of Deeds at Book 12720, Page 259, commonly known as the Robert Treat Paine House (hereafter the "Property")

Dated: October 15, 1998

I write in response to a request for a legal opinion, dated October 1, 1998, concerning the ability of the City of Waltham to grant to the Massachusetts Historical Commission a preservation restriction on the Property consistent with the purposes of G.L.c. 184, § 32. A copy of the proposed preservation restriction was forwarded with your request and is attached, as Exhibit A.

It is the opinion of the Law Department that the City of Waltham is the sole owner in fee simple of the Property. The Property is currently restricted by the following:

1. The terms of the covenants and restrictions contained in the above-referenced deed. A copy of said deed is attached, as Exhibit B; and
2. A Preservation Restriction Agreement, dated December 12, 1986, by and between the Massachusetts Historical Commission and the City of Waltham, hereafter the "December 12, 1986 Agreement". A copy of the December 12, 1986 Agreement is attached, as Exhibit C.

It is the opinion of the Law Department that the proposed preservation restriction is substantially the same as the December 12, 1986 Agreement, and that proposed preservation restriction can be recorded at the Registry of Deeds and will not be subordinate to any other restrictions affecting the Property.

Attachment C-1

This opinion does not address the content of the proposed preservation restriction relative to the rights and obligations of the City of Waltham resulting from a grant of the same. If you have any questions concerning the same, please advise.


Patricia Harris Bannan

C:278/1998

Exhibit A

PRESERVATION RESTRICTION AGREEMENT
between the COMMONWEALTH OF MASSACHUSETTS
by and through the MASSACHUSETTS HISTORICAL COMMISSION
and _____

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and _____ located at _____, Massachusetts 00000, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the _____, located at _____, Massachusetts, thereon as described in a deed dated _____, from _____ to _____, recorded with _____ Book _____ Page _____, and which is located at _____, Massachusetts, hereinafter referred to as the Premises.

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

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

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions which shall apply in perpetuity to the Premises.

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 Premises which have been listed on the National and/or State Registers of Historic Places, under applicable state and federal legislation.

Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.

2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the

characteristics which contribute to the architectural, archaeological or historical integrity of the Premises; or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

6. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

7. Other Provisions:

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of
_____, 199__

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 199__

Then personally appeared the above named _____
and acknowledged the foregoing instrument to be the free act and deed of _____
before me,

Notary Public
My Commission Expires _____

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

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

MASSACHUSETTS HISTORICAL COMMISSION

By _____
Judith B. McDonough
Executive Director
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss: _____, 199__

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

Notary Public
My Commission Expires _____

RESTRICTION GUIDELINES

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

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

PAINT

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 - 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 premise assessed.

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

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

Assent by Mortgagee _____
_____, which has its principal office at _____

is Mortgagee on a Mortgage from _____ property which
is located at _____, Massachusetts. Said mortgage is dated _____
and is recorded with _____ Registry of Deeds, Book _____ Page _____. Said

Mortgage hereby assents to the Preservation Restrictions from its Mortgagor _____
to the MASSACHUSETTS HISTORICAL COMMISSION, as set forth in an agreement dated
_____ and to be recorded with the _____
Registry of Deeds and agrees that upon the Mortgagee's exercise of its right to foreclose on the mortgaged
property it shall assume the burden of the preservation restrictions accepted by the Mortgagor.

IN WITNESS HEREOF said Mortgagee has hereunto set its hand and seal this day of _____
_____, 199____.

By: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 199____

Then personally appeared the above named _____
and acknowledged the foregoing instrument to be the free act and deed of _____
_____, before me,

Notary Public
My Commission Expires _____

OCT 31 - 74 PM 2:55 3292F * 11

1715-

I, THEODORE L. STORER, of Cambridge, County of Middlesex,
Commonwealth of Massachusetts, in full consideration of
One Dollar and other valuable consideration,
grant to the City of Waltham, a municipal corporation organized
according to the laws of the Commonwealth of Massachusetts, all
my right, title, and interest in three certain parcels of land
situated in said Waltham, County of Middlesex, Commonwealth of
Massachusetts, bounded and described as follows:

Parcel A:

Beginning at a point of tangency in the northerly line of
Beaver Street as relocated by the County Commissioners in 1955;
thence running north 61° 42' 30" west 371 feet to a stone wall;
thence turning and running in a general northeasterly direction
along said stone wall and along the property of Thomas J. and
Elizabeth Howley 1771 feet to a point on said wall; thence running
in a general northeasterly direction along said stone wall and
along the property of the New Church Institute of Education
119.65 feet to a drill hole in said wall; thence running in a
general northeasterly direction along said stone wall and along
the property of the New Church Institute of Education 230.97 feet
to a drill hole in said wall; thence running in a general north-
easterly direction along said stone wall and along the property
of the New Church Institute of Education and the property of
Theodore L. Storer 103.97 feet to a drill hole in said wall;
thence running in a general northeasterly direction along said
stone wall and along the property of Theodore L. Storer and the
property of Emily L. Storer, et al. 1209.461 feet to a corner in
said wall; thence turning and running in a general southeasterly
direction along said stone wall and along the property of
Theodore L. Storer 230.01 feet to an angle in said wall; thence
running in a general southeasterly direction along said stone
wall and along the property of Theodore L. Storer 125.01 feet to
an angle in said wall at the intersection of another stone wall
at the northwest corner of Parcel B, as described below; thence
running south 49° 20' 48" east 373.97 feet along said stone wall
and along the southwesterly side of Parcel B to an angle in said
wall; thence running south 49° 04' 12" east 107.06 feet along
said stone wall and along the southwesterly side of Parcel B to

an angle in said wall at the intersection of another stone wall at the southwest corner of Parcel B, as described below; thence running south 49° 02' 10" east 177.98 feet along said stone wall and along the property of Raymond and Arthur DeVincent to an angle in said wall; thence running south 51° 48' 20" east 152.24 feet along said stone wall and along the property of Raymond and Arthur DeVincent to an angle in said wall; thence running south 22° 20' 10" east 64.41 feet along said stone wall and along the property of Raymond and Arthur DeVincent to an angle in said wall; thence running south 42° 08' 20" east 239.13 feet along said stone wall and along the property of Raymond and Arthur DeVincent to an angle in said wall; thence running south 31° 06' 20" east 128.05 feet along said stone wall and along the property of Raymond and Arthur DeVincent and along the property of Paul K. and Mary B. Connolly to an angle in said wall; thence running south 40° 00' 40" east 175.67 feet along said stone wall and along the property of Paul K. and Mary B. Connolly to a corner in said wall; thence turning and running south 33° 57' 30" west 68.05 feet along said stone wall and along the property of Helen F. Rufo to an angle in said wall; thence running south 29° 13' 20" west 61.84 feet along said stone wall and along the property of Helen F. Rufo to an angle in said wall; thence running south 20° 38' 00" west 71.43 feet along said stone wall and along the property of Helen F. Rufo to an angle in said wall; thence running south 0° 07' 50" west 74.74 feet along said stone wall and along the property of Helen F. Rufo to an angle in said wall; thence running south 16° 30' 00" west 93.69 feet along said stone wall and along the property of Helen F. Rufo to an angle in said wall; thence running south 31° 43' 50" west 59.67 feet along said stone wall and along the property of Waltham Management Corp. to an angle in said wall; thence running south 37° 12' 40" west 144.26 feet along said stone wall and along the property of Waltham Management Corp. to an angle in said wall; thence running south 28° 41' 10" west 26.23 feet along said stone wall and along the property of Waltham Management Corp. to an angle in said wall; thence running south 19° 55' 40" west 222.11 feet along said stone wall and along the properties of Waltham Management Corp., Charles and Ruth Namiot, Joseph J. and Marjorie Ferro, and Joseph P. and Lena M. Rigoli to an angle in said wall; thence running south 15° 43' 30" west 197.49 feet along said stone wall and along the property of Joseph P. and Lena M. Rigoli to an angle in said wall; thence running south 20° 43' 40" west 311.26 feet along said stone wall and along the property of Joseph P. and Lena M. Rigoli to a corner in said wall; thence turning and running north 60° 54' 10" east 22.58 feet along said wall and along the property of Joseph P. and Lena M. Rigoli to an angle in said wall; thence running north 57° 01' 20" east 10.10 feet along said stone wall and along the property of Joseph P. and Lena M. Rigoli to the westerly line of Forest Street as relocated by the County Commissioners in January 1966; thence turning and running south

31° 45' 02" west 85.51 feet along said westerly line of Forest Street to a point of curvature; thence running in a general southwesterly direction by a curve to the right with a radius of 100.00 feet 92.36 feet to a point of reverse curvature on the westerly line of Beaver Street as relocated by the County Commissioners in 1956; thence running in a general southwesterly direction by a curve to the left with a radius of 1030.00 feet 572.15 feet along the westerly line of said Beaver Street to a point on the property line between the land of Leo and Mary T. Gallitano and the parcel being described; thence turning and running north 47° 30' 24" west 123.74 feet along the property of Leo and Mary T. Gallitano to a point of curvature; thence running in a general northwesterly direction by a curve to the right with a radius of 135.00 feet 85.41 feet along the property of Leo and Mary T. Gallitano to a point of tangency; thence running north 11° 15' 24" west 382.25 feet along the property of Leo and Mary T. Gallitano and along the easterly line of Parcel C, as described below, to the northeast corner of said Parcel C; thence turning and running South 73° 47' 52" west 433.23 feet along the northerly line of Parcel C to the northwest corner of said Parcel C; thence running south 53° 36' 21" west 396.55 feet along the property of Leo and Mary T. Gallitano to a point in the northeasterly line of Beaver Street as relocated by the County Commissioners in 1956; thence turning and running north 29° 14' 57" west 190.34 feet along the northeasterly line of said Beaver Street to a stone bound at a point of curvature; thence turning and running north 32° 28' 34" east 196.00 feet along property now or formerly of Theodore L. Storer to a corner of said property; thence turning and running north 38° 37' 50" west 216.18 feet along property now or formerly of Theodore L. Storer to a corner of said property; thence turning and running South 47° 28' 34" west 204.00 feet to a stone bound at a point of compound curvature on the northerly line of said Beaver Street; thence turning and running in a general northwesterly direction by a curve to the left with a radius of 2374.26 feet 234.58 feet along the northerly line of said Beaver Street to the point of beginning.

Excepting therefrom such portion of the premises as may be owned by Theodore L. Storer and Roscoe W. Brooks, Trustees of the BRAMONT TRUST under a Declaration of Trust dated September 16, 1953, recorded with Suffolk Registry of Deeds in Book 7005, Page 100, conveyed to the said Trustees by deed of Francis P. Sears, Trustee, recorded with Middlesex Deeds at Book 10745, Page 328, such premises to be conveyed to the grantee by deed of even date herewith, except such portion of the premises granted to Leo Gallitano by deed dated June 30, 1967, recorded with Middlesex Deeds at Book 11,349 Page 728.

The above-described parcel is subject to an easement of 70 feet along the easterly boundary of the land of Leo and Mary T. Gallitano, and along the easterly boundary of Parcel C, as described below, from Beaver Street to the northeast corner of said Parcel C.

The building on the above-described parcel, known as the Robert Treat Paine House, is hereby granted subject to the following preservation restriction:

WHEREAS the Robert Treat Paine House was designed by Henry Hobson Richardson in 1884; and

WHEREAS Theodore L. Storer and the City of Waltham wish to insure the preservation of the Robert Treat Paine House in accordance with the architectural tradition of Henry Hobson Richardson and of the period;

NOW, THEREFORE, in consideration of the grant herein made, the City of Waltham, for itself and its successors and assigns, covenants and agrees as follows:

1. So long as the Robert Treat Paine House is extant, it shall be preserved and maintained as an historical and architectural asset of the community.

2. The Robert Treat Paine House shall be preserved and maintained in good condition without change in the exterior architectural characteristics.

3. To the extent possible, consistent with its use for public purposes, the interior architectural characteristics of the Robert Treat Paine House shall be preserved and maintained in accordance with the period and architectural tradition of the structure.

4. No changes or substantial repair to the exterior architectural features or to the interior features and detail shall be made unless the plans therefor are first submitted to the Waltham Historical Commission and approved by the Commission; which approval shall not be unreasonably withheld; and the Commission shall be deemed to have approved the plans unless within thirty (30) days from the date of submission, the Commission notifies the City of Waltham or its successor in writing of its objection thereto with reasons. In case of disapproval, the City of Waltham or its successor may within thirty (30) days after the notice of the disapproval request a review of the disapproval by a person of competence and experience in architectural preservation, designated by the Massachusetts Historical Commission or its chairman or acting chairman. The finding of this review shall be in writing within sixty (60) days after the request, and shall be binding on the City of Waltham or its successor and the Waltham Historical Commission.

For purposes of this requirement, ordinary and necessary repairs and maintenance which do not materially affect the exterior or interior architectural features of the Robert Treat Paine House shall not be considered alterations.

5. The City of Waltham covenants that upon any conveyance by it of the Robert Treat Paine House, the City will cause the grantee to execute and deliver to the Waltham Historical Commission a covenant to observe and perform the covenants set forth above. Upon delivery of such covenants, the liability of the original covenantor shall cease except as to any breaches occurring during its ownership.

6. The obligations set forth above in Paragraphs 1 to 5, inclusive, shall cease if the Robert Treat Paine House, exclusive of contents, shall be destroyed by fire or other casualty to the extent of fifty percent (50%) or more of its insurable value at the time; and all said obligations shall be subject to modification to the extent necessary to permit compliance with the requirements of public health and safety provisions.

7. These covenants shall remain in effect until 2100 A.D., or if approved by the Massachusetts Historical Commission, without limit of time.

Parcel B:

Beginning at the northwest corner of Parcel B, as described in the above description of Parcel A; thence running north 43° 07' 25" east 313.66 feet along a stone wall and along the property of Theodore L. Storer to an angle in said wall; thence running north 40° 07' 50" east 332.89 feet along said stone wall and along the property of Theodore L. Storer to a corner; thence turning and running south 49° 55' 16" east 469.30 feet along the property of the City of Waltham to a corner; thence turning and running south 39° 05' 55" west 652.00 feet along a stone wall and along the property of Raymond and Arthur DeVincent to the south-west corner of Parcel B, as described in the above description of Parcel A; thence turning and running north 49° 04' 12" west 107.66 feet along a formerly described stonewall to an angle in said wall; thence running north 49° 20' 48" west 373.97 feet along said stone wall to the point of beginning.

The above-described parcel contains 7.079 acres.

Parcel C:

Beginning at the northeast corner of Parcel C, as described in the above description of Parcel A; thence running south 11° 15' 24" east 122.55 feet to a corner; thence turning and running north 87° 40' 52" west 365.78 feet along the property of Leo and Mary T. Gallitano to an angle; thence running south 78° 15' 00" west 76.10 feet along the property of Leo and Mary T. Gallitano to the north-west corner of Parcel C, as described above; thence turning and running north 73° 47' 52" east 433.28 feet to the point of beginning.

The above-described parcel contains 23,065 square feet.

All of the above described parcels are conveyed subject to the following restrictions, which restrictions are imposed for the benefit of other premises in which the grantor has interests and for the benefit of conservation purposes in accordance with the provisions of General Laws, Chapter 40, section 8c, and which restrictions shall be enforceable by the Conservation Commission of the City of Waltham.

1. No building, outdoor advertising display, mobile home, permanent utility pole in greater number than one or other temporary or permanent structure (other than a fence of a design acceptable to the Conservation Commission of the City of Waltham) shall be placed, constructed, or permitted to remain on the restricted parcel. It is expressly provided, however, that notwithstanding any provisions herein after set forth, the City of Waltham may make use of the premises for any and all recreational activities including, but not being limited to, tennis, golf, and other similar outdoor recreational activities. Preparation of the premises for such activities and facilities customarily attendant to the same, may be allowed. Nothing shall be deemed to permit the construction of an arena, stadium, or similar facility on the premises.

2. Except as herein provided:

(a) No soil, loam, peat, gravel, sand, rock, or other mineral substance, and no ash, refuse, trash, vehicle bodies, or parts, rubbish, debris, building rubble, junk, waste or other non-earth material shall be placed, parked, stored, or dumped on the restricted parcel.

(b) No loam, peat, gravel, sand, rock, or other natural deposit shall be excavated or removed from said parcel.

(c) No trees, grasses, or other vegetation shall be cut or removed or otherwise destroyed. This is not intended to prevent the ordinary cutting of grass, trimming of trees and the removal of the same when such is deemed expedient or necessary.

(d) No water shall be permitted to run-off from paved areas in, near, or bordering the restricted area in such manner as would cause erosions and gullying.

3. The foregoing restrictions are authorized by General Laws, Chapter 184, sections 31-33, for the purpose of maintaining said parcel predominantly in a naturally scenic, green and open condition forever in order to protect the natural and watershed resources of said City. The restriction shall be administered by the Conservation Commission of said City, established under General Laws, Chapter 40, Section 8c.

4. The conservation restriction hereby conveyed grants any right to enter and use said parcel which is deemed by the Conservation Commission to be consistent with the purpose of maintaining a natural area of woodland within the City of Waltham and other permitted uses.

5. Notwithstanding the foregoing, the City of Waltham by its Conservation Commission or the designees of such Commission shall have the right to plant, selectively cut or prune trees, brush or other vegetation within and along the whole length and width of the area restricted.

6. The foregoing restrictions and provisions shall pertain to that parcel of land taken by the City of Waltham by Order of the City Council, No. 23606, adopted April 22, 1974 and recorded with Middlesex South District Registry of Deeds on May 13, 1974 in Book 12,629 page 286.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 10th day of October, 1974.

Theodore L. Storer
Theodore L. Storer

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS:

80574

OCTOBER, 15

, 1974

Then personally appeared the above named Theodore L. Storer and acknowledged the foregoing instrument to be his free act and deed before me

John P. McLaughlin
Notary Public

My commission expires: November 21, 1980



17712M179

Exhibit C

PRESERVATION RESTRICTION AGREEMENT
between the COMMONWEALTH OF MASSACHUSETTS
by and through the MASSACHUSETTS HISTORICAL COMMISSION and
City of Waltham

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at 80 Boylston Street, Boston, Massachusetts, hereinafter referred to as the Commission, and the City of Waltham, acting through its Mayor,

located at City Hall, 610 Main Street, Waltham, Massachusetts 02154, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon described as Parcel A in a deed dated October 15, 1974, from Theodore L. Storer to the City of Waltham recorded with the Middlesex Registry of Deeds at Book 12720, Page 259, which is known as Robert Treat Paine House and which is located at 577 Beaver Street Massachusetts, hereinafter referred to as the Premises; and

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

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

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following Preservation Restrictions which shall apply in perpetuity to the Premises.

These Preservation Restrictions are set forth so as to ensure the preservation of the architectural, archaeological and historical integrity of the Premises.

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 Premises which have been listed on the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966.

Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National Register of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing, or administering the Premises.

2. Inspection: The Grantor agrees that the Commission shall have the right to enter the Premises upon reasonable notice for the purpose of inspecting the Premises to determine whether the Grantor is in compliance with the terms of this Preservation Restriction.

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including interiors, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, what constitutes alterations of a minor nature and ordinary maintenance and repair is set forth in Exhibit A which is attached to and made part of this Preservation Restriction.

4. Assignment: The Commission may assign this Preservation Restriction to another government body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Preservation Restriction according to its terms. The invalidity or unenforceability of any part of this Preservation Restriction shall not affect the validity and enforceability of any other part of this Preservation Restriction.

6. Recording: The Grantor agrees to record this Preservation Restriction with the appropriate Registry of Deeds. A copy of the recorded Preservation Restriction shall then be filed with Commission.

7. Other Provisions:

(a). The Premises may not be subdivided without the prior written approval of the Commission.

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

No deed stamps are required for the recording of this instrument.

WITNESS the execution hereof an instrument under seal this 12th day of December, 1986

William F. Stanley
William F. Stanley
Mayor - City of Waltham

COMMONWEALTH OF MASSACHUSETTS

Waltham County, ss.

December 12, 1986

Then personally appeared before me the above-named William F. Stanley and acknowledged the foregoing to be the free act and deed of
the City of Waltham before me.

James J. [Signature]
Notary Public
My Commission Expires: June 30, 1987

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned executive director of the Massachusetts Historical Commission, empowered to act for the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction has been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Valerie A. Talmage
Valerie A. Talmage
Executive Director
Massachusetts Historical
Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 9, 1986

The personally appeared the above named Valerie Talmage and acknowledged the foregoing approval to be the free act and deed of the Massachusetts Historical Commission, before me

Elsa N. Fitzgerald
Notary Public
My Commission Expires: 11/3/89

Exhibit A

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any alterations which are not of a minor nature, part of ordinary maintenance and repair, or which involves structural stabilization.

In an effort to explain what constitutes a minor alteration and what types of changes should 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, stencilling, 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 repainting of masonry.

LANDSCAPE/OUTBUILDINGS

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

Major - 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.

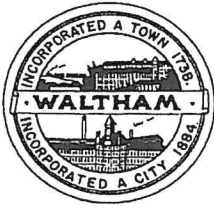
Major - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

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 premise assessed.

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

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

ATTACHMENT D
Zoning



City of Waltham Massachusetts

Waltham Building Department
Brian J Bower
Acting Chief Building Inspector

March 27, 2024

Community Preservation Committee
City of Waltham
119 School Street
Waltham, MA 02451

RE: Robert Treat Paine Estate, 100 Robert Treat Paine Dr, Waltham, MA

Dear Chairman Barrett,

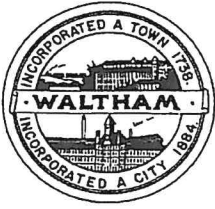
Please be advised that to the best of my knowledge, there are no outstanding violations of the state building code or the Waltham Zoning Ordinance at the above address.

Respectfully,

Brian Bower
Acting Chief Building Inspector

Cc: Jamie Stevens
Mayor Jeannette McCarthy

ATTACHMENT E
Approvals



City of Waltham Massachusetts

Waltham Building Department
Brian J Bower
Acting Chief Building Inspector

March 27, 2024

Community Preservation Committee
City of Waltham
119 School Street
Waltham, MA 02451

RE: Robert Treat Paine Estate, 100 Robert Treat Paine Dr, Waltham, MA

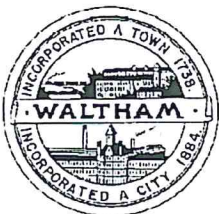
Dear Chairman Barrett,

The Building Department recognizes that the exterior roof and patio of the Robert Treat Paine Estate needs substantial repair and restoration. Therefore, we endorse a funding request to design and send out for R.F.P. Thank you for your consideration.

Respectfully,

Brian Bower
Acting Chief Building Inspector

Cc: Jamie Stevens
Mayor Jeannette McCarthy



Waltham Historical Commission

610 Main Street
Waltham, MA 02452

April 9, 2024

Justin Barrett, Chair
Community Preservation Committee
Government Center
119 School Street
Waltham, MA 02453

Dear Justin,

The Waltham Historical Commission would like to voice its support for the CPA Grant proposal from Stonehurst, the Robert Treat Paine Estate, for Phase III – Fireplace Restoration and Preservation Design Services (\$50,000). At the April meeting of the Waltham Historical Commission, the commission voted unanimously to endorse this proposal.

Now that parts of the previous CPA supported roof preservation effort have been completed, it is time to complete the rest of the roof preservation effort and pay attention to other critical issues related to the building and public access.

The Paine Estate is the only National Historic Landmark under the city's stewardship. Furthermore, the Massachusetts Historical Commission holds a preservation restriction on the property. Previous structural studies have been made of the sagging floor, and those studies should be consulted in the proposed design work. Also, the consultants on the proposed study should be qualified to work on such a unique architectural masterpiece as the H. H. Richardson Paine Estate house. The design resulting from the proposed design study must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties. In the past, such large rehabilitation projects related to the Paine Estate have been submitted to the Massachusetts Historical Commission through the Project Notification Form process for review and approval, as required by the preservation restriction.

The Waltham Historical Commission thanks the Waltham Community Preservation Committee for its support in the past and encourages the committee to approve this application, subject to the caveats, above.

Sincerely,

Mort Isaacson, Chair
Waltham Historical Commission