

RESTRICTIVE COVENANT AND GRANT OF EASEMENT

I, MARY P. WILLIAMS, of Wellesley, Norfolk County, Massachusetts, covenant with WELLESLEY COLLEGE, a Massachusetts charitable corporation, and WELLESLEY CONSERVATION COUNCIL, INC., a Massachusetts charitable corporation, for myself and my successors in title to the premises in Wellesley bounded and described as follows:

- SOUTHWESTERLY by Pond Road, five hundred eighty-eight (588) feet;
- NORTHERLY by other land of the grantor, fourteen and no/100 (14.00) feet;
- NORTHEASTERLY by the same, two hundred fifty-six and 39/100 (256.39) feet;
- NORTHWESTERLY by the same, eight hundred ninety-seven and 82/100 (897.82) feet;
- NORTHWESTERLY again by land now or formerly of Wellesley College, ninety-seven and no/100 (97.00) feet;
- NORTHEASTERLY, EASTERLY and SOUTHEASTERLY by Lake Waban; and
- SOUTHERLY by land of the grantor, thirty-nine and 50/100 (39.50) feet;

that on the premises (1) no building or other structure (including, subject to existing easements, public utility poles but not including stone walls or fences) will be erected or placed; (2) no paving, filling or dumping will be permitted; (3) no soil, sand, loam, gravel or rock shall be excavated by mechanical means except for the purposes (a) of planting trees, shrubs and flowers, (b) establishing and maintaining wells and pipes to furnish water to the grantor's remaining land and (c) putting existing wires underground, maintaining and replacing them; (4) no roads shall be constructed; (5) no motor vehicles shall be permitted, and (6) the brook shall not be covered or mechanically straightened, widened or deepened, except that the present footbridge may be maintained and replaced.

I grant to the grantees and any of them a permanent easement to enter the premises, by their duly elected and appointed officers, employees and agents, and not otherwise, for the purpose of inspecting the premises and enforcing the foregoing restrictions and for no other purpose. The right hereby granted shall be in addition to any other remedies available to the grantees for the enforcement of the foregoing covenant.

See P# 971-1966 R 188a 221

2nd Record of 4390 R 488

60 The foregoing covenant shall run with the land and bind my successors in title to the premises, but I shall not be personally liable for any breach occurring after I shall have ceased to own the portion of the premises where the breach occurs. The benefit of this covenant shall run with the adjoining land now owned by Wellesley College, and with other parcels of land in Wellesley described in deeds to Wellesley Conservation Council, Inc., by Norumbega Council, Inc., Boy Scouts of America, February 27, 1960, Norfolk Deeds, Book 3800, Page 381, William G. Guernsey et ux., July 17, 1961, Book 3913, Page 103, Lucy L. Perry, September 13, 1961, Book 3937, Page 678, Leslie Francis Winchenbaugh et ux., November 14, 1961, Book 3946, Page 169, and Bernard C. Heyl, November 19, 1964, Book 4216, Page 260.

Should any portion of the premises be taken by or on behalf of the Town or any public authority or public utility company, the rights hereby created shall terminate, and I or my successors in title thereto shall be entitled to damages measured by the full value of the property taken and the reduction in value of the remainder of my land, including but not limited to the premises.

WITNESS the execution hereof this 13 day of July, 1966.

Mary P. Williams

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COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. Wellesley July 13, 1966

Then personally appeared the above-named Mary P. Williams and acknowledged the foregoing to be her free act and deed, before me,

Annette S. Potenza
Notary Public

My commission expires: Oct. 17 1970



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Recorded Sept. 14, 1966 at 9h.20m.A.M.