

Statute Form of

Quitclaim Deed

[BY CORPORATION]

Norumbega Council, Inc., Boy Scouts
of America

TO

Wellesley Conservation Council, Inc.

REGISTRY OF DEEDS
COUNTY OF NORFOLK

500

7-58

MAR - 2 1960

BRENTHAM - MASS

11 H 58 A M

Mar. 2¹, 19 60

at 11 o'clock and 58 minutes A.m.

Received and entered with.....

Norfolk Deeds

Book 3800 Page 380 & Vote

Attest:

L. Thomas Shine

Register

FROM THE OFFICE OF

Melvin J. Dangel, Esq.
85 Devonshire Street
Boston 9, Massachusetts

Henry D. White, Box 40.

Norumbega Council, Inc., Boy Scouts of America,
a corporation duly established under the laws of Massachusetts,
and having its usual place of business at Newton,

Middlesex County, Massachusetts, for consideration paid,
grants to Wellesley Conservation Council, Inc., A Massachusetts charitable
corporation

of Wellesley, Norfolk County, Massachusetts with quitclaim covenants

the land in Wellesley, Norfolk County, Massachusetts, bounded and described
as follows:

[Description and encumbrances, if any]

WESTERLY by land of the Town of Wellesley by two courses of
three hundred seventy (370) feet and two hundred
sixty-five (265) feet respectively;
SOUTHERLY by land of said Town of Wellesley three hundred
ten (310) feet;
EASTERLY by land of Commonwealth of Massachusetts, Cochituate
Acqueduct, by several courses of twenty and 50/100
(20.50) feet, nineteen and 50/100 (19.50) feet,
twenty-eight (28) feet, forty-three and 50/100
(43.50) feet, thirty-seven (37) feet, forty (40)
feet, twenty (20) feet, sixty-one (61) feet, one
hundred twenty-four (124) feet, forty-one and 50/100
(41.50) feet, sixteen and 50/100 (16.50) feet, one
Hundred eighty (180) feet, twenty-eight (28) feet, and
forty (40) feet respectively;

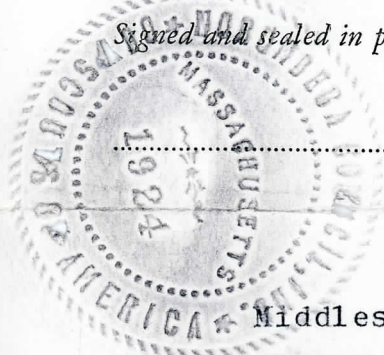
To have and to hold all and singular the said premises together with the appur-
tenances, unto the grantee and to its successors forever for their sole, ex-
clusive and only use and provided that the granted property shall be used for
the purpose of conservation and related purposes and if the grantee or its
successors shall violate this use or fail to keep or observe this land for
said purpose, any time within the next fifty years following the date of this
deed, then the above described property shall revert to the grantor, its
successors or assigns.

Being the same premises conveyed to this grantor by deed of Willard J.
Hodges et al., Trustees, dated December 12, 1940, recorded with Norfolk
Deeds, Book 2313, Page 407.

In witness whereof, the said Norumbega Council, Inc., Boy Scouts of America has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Harry D. Shain

its President hereto duly authorized, this twentieth-seventh day of February in the year one thousand nine hundred and sixty

Signed and sealed in presence of



NORUMBEGA COUNCIL, INC., BOY SCOUTS OF AMERICA

by

Harry D. Shain, President

The Commonwealth of Massachusetts

Middlesex, ss.

February 27,

19 60.

Then personally appeared the above named Harry D. Shain,

and acknowledged the foregoing instrument to be the free act and deed of the Norumbega Council, Inc. Boy Scouts of America

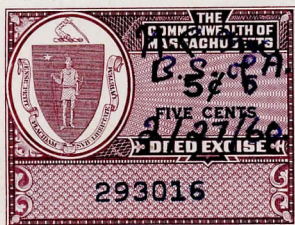
before me,

Melvin J. Dangel

Melvin J. Dangel

Notary Public—Justice of the Peace

My commission expires March 11, 19 61.



2. The foregoing shall remain in full force and effect and have not been revoked, altered or amended on or before the date of this certificate.

CERTIFICATE

I, Ralph B. Johnson, hereby certify that I am Clerk of Norumbega Council, Inc. Boy Scouts of America, a Massachusetts charitable corporation, and further certify as follows:


1. At a meeting of the Executive Board of said corporation, duly called and held on February 17, 1960, at which a quorum for the transaction of business was present and acting throughout, the following vote was

VOTED: That Harry D. Shain, President of Norumbega Council, Inc. Boy Scouts of America, be and he hereby is authorized, in the name and behalf of this corporation and under its corporate seal, to execute and deliver a Quitclaim Deed, conveying to the Wellesley Conservation Council, Inc., a Massachusetts charitable corporation having its home office in Wellesley, Massachusetts, for the consideration of \$675, a certain parcel of land known as Pickle Point located at Morse's Pond in the Town of Wellesley, Massachusetts, being the same land conveyed to Norumbega Council, Inc. Boy Scouts of America by deed of Willard J. Hodges et al., Trustees, dated December 12, 1940, recorded with Norfolk Deeds, Book 2313, Page 407, and that, there is to be inserted in said Quitclaim Deed the following clause:

"To have and to hold all and singular the said premises together with the appurtenances, unto the grantee and to its successors forever for their sole, exclusive and only use and provided that the granted property shall be used for the purpose of conservation and related purposes and if the grantee or its successors shall violate this use or fail to keep or observe this land for said purpose, any time within the next fifty years following the date of this deed, then the above described property shall revert to the grantor, its successors or assigns."

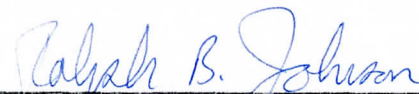
2. The foregoing votes remain in full force and effect and have not been revoked, altered or amended on or before the date of this certificate.

3. The duly elected, qualified and acting President of Norumbega Council, Inc. Boy Scouts of America as of 1960 is Harry D. Shain and set forth below is a specimen of the signature of Mr. Shain.



Harry D. Shain

WITNESS my hand and the seal of Norumbega Council, Inc. Boy Scouts of America, this 27th day of February, 1960.



Ralph B. Johnson, Clerk



Recorded Mar. 2, 1960 at 11h.58m. A.M.

HENRY D. WHITE
COUNSELLOR AT LAW
75 FEDERAL STREET ROOM 1604
BOSTON 10, MASS.

JAMES C. FULLERTON

March 7, 1960

Wellesley Conservation Council, Inc.,
c/o Edward O. Proctor, Jr., Esq.,
294 Washington Street,
Boston, Mass.

Dear Sirs:

On last Wednesday, March 2, 1960, I recorded a deed from Norumbega Council, Inc., Boy Scouts of America, to Wellesley Conservation Council, Inc., conveying premises comprising a point of land extending into Morse's Pond, having an area of approximately 3.1 acres, and being shown as the lot marked 2 on a plan entitled "Plan of Land in Wellesley to be conveyed to Henry S. Hunnewell, Parcels 1, 2, 3", drawn by Elmer G. Mann, Civil Engineer and Surveyor, dated August 15, 1903, and recorded with Norfolk Deeds in Plan Book 36 as Plan 1684.

I have three comments to make on the title, all of which I have previously discussed with your attorney, Mr. Proctor, and he has advised me that it is your wish to complete the transaction and accept the title as it is.

First, the premises are surrounded on three sides by the water area of Morse's Pond, and on the landward side they bound on the Cochituate Aqueduct of the Metropolitan Water Works. They have no right of access across the aqueduct to any land area beyond. It is my understanding that the Metropolitan Water Works will ordinarily grant to abutters a privilege or permission to cross the aqueduct. It does not appear of record that any such privilege or permission has been granted in the present instance.

Secondly, these premises were granted by Waban Rose Conservatories to Henry S. Hunnewell by a deed dated August 21, 1903, and recorded with Norfolk Deeds, Book 955, Page 549, which deed included the premises and three other parcels, and contained this provision: "Reserving also to said Waban Rose Conservatories and its assigns the right to flow without compensation or damages all and any of the said four parcels in such manner and to such extent as it may deem fit." If this provision is to be interpreted as a condition or restriction, it would, in accordance with General Laws, Chapter 184, Section 23, have expired upon the expiration of thirty years, or in other words on August 21, 1933. However, it is not perfectly clear to me from the way in which this provision is worded whether it is a condition or restriction that would come under the statute. Accordingly, I am reporting that I cannot positively determine whether this right of flowage still exists or not.

Third, the deed from Norumbega Council, Inc., Boy Scouts of America, contains a provision that the premises are to be used only for the purpose of conservation and related purposes, and that if the Wellesley Conservation Council, Inc., or its successors, shall at any time within fifty years from the date of the deed make any other or different use of the premises, the same shall revert back to Norumbega Council, Inc., Boy Scouts of America.

Since Norumbega Council, Inc., Boy Scouts of America, owned the premises on January 1, 1960, and is a charitable or educational organization, there are no taxes for 1960 on the premises.

The premises, of course, are subject to the zoning by-law of the Town of Wellesley.

It is my opinion that the above mentioned deed conveyed to the Wellesley Conservation Council, Inc., a good title to the premises, free of all encumbrances except the matters above stated.

Very sincerely yours,

Henry D. White.