

CONSERVATION RESTRICTION

I, Mary H. Fyffe, of Wellesley, Norfolk County, Massachusetts, covenant with Wellesley College, a Massachusetts charitable corporation, Wellesley Conservation Council, Inc., a Massachusetts charitable corporation, and the Town of Wellesley, a Massachusetts municipal 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)

Lake Waban Easement

no roads shall be constructed; (5) no motor vehicles shall be permitted except for the maintenance of the premises; (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.

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 13, 1961, Book 3946, Page 169, and Bernard C. Heyl, November 19, 1964, Book 4216, Page 260.

This conservation restriction encumbers a portion of the premises conveyed to me by Richard Williams, et al, Executors under the will of Mary P. Williams (Norfolk Probate No. 183029), by deed dated November

24, 1970, and recorded with Norfolk Registry of Deeds in Book 4703 Page 103. Said conservation restriction, restrictive covenant, and grant of easement comprises two restrictive covenants and grants of easements, one with Wellesley College and Wellesley Conservation Council, Inc., dated July 12, 1966, and recorded with said Deeds in Book 4832 Page 59 and the other with the Town of Wellesley dated February 21, 1967, and recorded with said Deeds in Book 4418 Page 352.

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 14th day of July 1971.

Mary H. Fyffe

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

July 14, 1971

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



Charles L. ...
Notary Public
My commission expires:
September 24 1977

Said conservation restriction is approved by the Selectmen
of the Town of Wellesley.

Town of Wellesley

By _____

Felix Julianis
David D. [unclear]
Edwina [unclear]

Said conservation restriction is approved by the
Commissioner of Natural Resources.

[Signature]
Commissioner of Natural
Resources
April 7, 1972