

(THIS SPACE RESERVED FOR REGISTRY OF DEEDS)

## QUITCLAIM DEED

**THE ALLEN SCHOOL AND HOUSE PRESERVATION CORPORATION** (a/k/a The Allen School and House Preservation Corp.), a Massachusetts non-profit corporation (the "Grantor"), with an address of 35 Webster Street, Newton, MA 02465,

for consideration of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

grants to **NEWTON CULTURAL ALLIANCE, INC.**, a Massachusetts non-profit corporation (the "Grantee"), with an address of 1301 Centre Street, Newton Centre, MA 02459,

With *QUITCLAIM COVENANTS*

That certain parcel of land on Webster Street in Newton, Middlesex County, Massachusetts bounded and described as set forth in Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey the same premises described in the deed of Newton Historic Preservation Association, Inc. dated December 13, 1978, recorded with Middlesex South Deeds, Book 13607, Page 253.

Property address: 35 Webster Street, Newton, MA 02465

**EXECUTED** as a sealed instrument as of the 26 day of November, 2012.

THE ALLEN SCHOOL AND HOUSE  
PRESERVATION CORPORATION

By: \_\_\_\_\_  
Name: Jonathan Levi  
Title: President

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 26<sup>th</sup> day of November, 2012, before me, the undersigned notary public, personally appeared Jonathan Levi, proved to me through satisfactory identification, which was based on the undersigned's personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the President of The Allen School and House Preservation Corporation.

Marlyne A. Lahens  
(Official Signature and Seal of Notary)

My Commission Expires: August 19, 2016





EXHIBIT A

EXHIBIT A

All that certain parcel of land as shown on a plan entitled "Plan of Land, 35 Webster Street, Newton, Massachusetts" dated October 26, 2012, prepared by R.E. Cameron & Associates, Inc., and recorded herewith, which parcel is bounded and described as follows:

Beginning at a point being the intersection of the Northerly line of Webster Street and the Westerly line of a private way called Columbus Place.

Thence running along said Northerly line of Webster Street S 83°14'15" W a distance of 288.48 feet to the Easterly line of Cherry Street;

Thence running along said Easterly line of Cherry Street N 06°54'45" W a distance of 165.01 feet to a point;

Thence running N 85°53'02" E by lands of Bonica a distance of 122.97 feet to a point on a curve to the left with a radius of 41.42 feet;

Thence running along said curve a distance of 53.22' to a point;

Thence running N 11°58'59" E a distance of 34.25 feet by lands of Bonica to a point;

Thence running N 82°56'53" E a distance of 113.82 feet by lands of 400 Cherry Street Nominee Trust and Clarke to a point on the Westerly line of a private way called Columbus Place;

Thence running S 07°23'39" E along said Westerly line of Columbus Place a distance of 223.31 feet to the point of beginning;

Containing 1.25 acres more or less.

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### SUMMARY

**Effective Date:** September 17, 2013.

**Address:** 35 Webster Street, Newton, MA

**Ownership:** Newton Cultural Alliance Inc

**Rights Appraised:** Fee Simple Interest

**Value Appraised:** Market Value.

**Special Assumptions:** See Special Assumption section of this report.

**Economic Factors:** Current market conditions are stable for most property sectors in Newton due to the favorable interest rates available to credit worthy borrowers and investors.

**Hazardous Conditions:** According to the Massachusetts Department of Environmental Protection (DEP), the subject is not included on the list of confirmed or suspected toxic waste sites. (Copy in addendum)

**Land Area:** One parcel of land containing of 14,286 square feet

**Flood Zone Map:**

COMMUNITY	PANEL	ZONE	DATE
<a href="#">250208</a>	0551E	X	20100604



**Improvement Description:**

"As is," the property is a circa 1844 Victorian residence that was utilized as a residence and school property from 1854 to 1943 when the school was closed. The property includes older classrooms, a gym and bowling alley. In 1983, the property received a special permit allowing seven residential units. The property was purchased by the Newton Historical Preservation Association in 1978 and added to the National Register. As such,



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the property cannot be torn down or the land redeveloped. The current owners purchased the property in November 2012 for \$225,000 and plan to restore the property and utilize it as a cultural center.

According to the City of Newton the property is a legally non-conforming seven unit apartment property per a special permit issued in 1983.

***Effective Age:***

20 years "as is"

***Zoning:***

MR1, Newton

***Neighborhood:***

The subject property is located in West Newton at the intersection of Webster and Cherry Streets. One block from Route 16. The area is mainly residential along the side streets with commercial elements along the top section of Cherry and along Washington Street. Routes 16, 9, and I90 are proximate.

***Highest and Best Use:***

"As built," the multi-family use via special permit and a cultural center for a sector of the building as allowed by the special permit is the highest and best use given the legal and historic conditions surrounding the property.

**Indicated Value Conclusions:**

**AS IS**

***Cost Approach:***

N/A

***Direct Sales Comparison Approach***

\$1,100,000

***Income Approach***

\$1,060,000

***Final Value***

\$1,075,000

***Date of Value Estimate:***

September 17, 2013

November 12, 2013

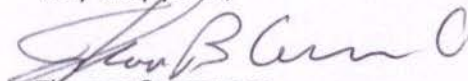
Community Preservation Committee  
c/o Alice Ingerson, Community Preservation Program Manager  
Newton Planning and Development Department  
City Hall, 1000 Commonwealth Avenue  
Newton, MA 02459

Re: Nathaniel Allen Homestead, 35 Webster Street, West Newton

Dear Members of the Community Preservation Committee:

This letter is in regard to a possible permanent deed restriction on the above named property resulting from potential CPC funding for the development of this project. The Board of Directors of the Newton Cultural Alliance is fully receptive to working with the CPC to consider such a restriction. There is currently a Preservation Restriction on this property, signed and recorded on December 4, 1980. A copy of this Restriction is included herewith.

Very truly yours,

  
Thomas Concannon  
President

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12/4/90



Premises which are visible from the exterior and the entire parcel of land on which the buildings are located and, including without limitation upon the generality of the foregoing, plantings and site features which are a portion of the Premises. The Premises have been listed on the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966 (80 Stat. 915). Architectural and historical integrity shall be defined as those significant characteristics which originally qualified the buildings for entry 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 and historical integrity of the features, materials, appearance, workmanship and environment for a period of thirty (30) years from the date of execution of this instrument in a manner reasonably satisfactory to the Grantees. Nothing herein shall prohibit the Grantor from seeking financial assistance from any sources available to the Grantor.

2. Maintenance of Grounds: The Grantor agrees to maintain the grounds on the Premises in a landscaped environment



consistent with the historical character of the buildings thereon. Nothing herein shall prohibit the parking on the Premises of motor vehicles in use by the Grantor or occupants or visitors to the Premises. However, the number of parking spaces located on the Premises at any one time shall be limited to forty (40), and all changes or additions to currently existing spaces and roadways shall be subject to the review procedure contained in Paragraph 4.

3. Inspection: The Grantor agrees that the Grantees may, upon prior notice, during reasonable business hours, inspect the Premises from time to time during the length of this Preservation Restriction to ensure that the Grantor is in compliance with reasonable standards of maintenance and administration.

4. Alterations: The Grantor agrees that no alterations to the Premises shall be made unless (a) they constitute ordinary repairs and maintenance clearly of minor nature which do not alter the character of existing details or features and not affecting architectural and historical values, (b) the Grantees have previously determined that the proposed alterations will not seriously impair architectural and historical values after reviewing plans and specifications submitted by the Grantor, or (c) such alterations are required as

the result of damage to Promises, provided that alterations in an amount greater than forty (40%) percent of its fair market value shall be reviewed by the Grantees, as set forth in 4(b) above. In the event that the Grantees have not responded to Grantor's request for approval of alterations under paragraph 4(b) or 4(c) within sixty (60) days of receipt after mailing by certified mail, return receipt requested, to the Newton Historical Commission or its successor, Attention: Chairperson, c/o Planning Department, Newton City Hall, Newton, Massachusetts 02159, of detailed plans and specifications reasonably satisfactory to the Grantees therefor, the Grantees shall be deemed to have approved such alterations at the end of the sixty (60) day period.

5. Other Provisions:

- There shall be no monolithic paving on the site.
- There shall be no subdivision of the Premises.

The burden of this Preservation Restriction, as set forth in Paragraphs 1 through 5 inclusive, shall run with the land and be binding upon the Grantor and all its heirs, successors and assigns. The right of enforcement of these restrictions shall be as provided in Massachusetts General Laws, Chapter 184, Section 32, as amended from time to time.

It is further agreed that the Grantees in no way assume any obligation for maintaining, repairing, or administering the Premises.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 17th day of November, 1980.

THE ALLEN SCHOOL AND HOUSE  
PRESERVATION CORP.

By: Helen P. Levy  
President

By: Thomas A. Thomas  
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Helen P. Levy, SS.

Nov 17, 1980

Then personally appeared the above named

Helen P. Levy and acknowledged the foregoing instrument to be the free act and deed of The Allen School and House Preservation Corp., before me,



Mary P. Carter  
Notary Public

My commission expires: Feb 28, 1981

APPROVAL OF MASSACHUSETTS HISTORICAL COMMISSION

The undersigned Executive Director and Secretary of the Massachusetts Historical Commission hereby certifies that the



foregoing Preservation Restriction has been approved pursuant to  
Massachusetts General Laws, Chapter 184, Section 32.

Patricia L. Weslowski  
Patricia L. Weslowski  
Executive Director and Secretary  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

*Suffolk*, ss.

*25 November, 1980*

Then personally appeared the above named Patricia L.  
Weslowski, Executive Director and Secretary, and acknowledged the  
foregoing approval to be the free act and deed of the  
Massachusetts Historical Commission, before me,

*Kim Davis*  
Notary Public

My commission expires: *1 Dec. 1983*

ASSENT BY MORTGAGEE

The Newton Cooperative Bank which has its principal office at 305 Walnut Street, Newtonville, Massachusetts 02160, is Mortgagee on a Mortgage from The Allen House and School Preservation Corp., for the Nathaniel Topliff Allen Homestead property which is located at 35 Webster Street, West Newton, Massachusetts 02165. Said Mortgage is dated June 7, 1979 and is recorded with Middlesex South Registry of Deeds, Book 13710, Page 11. Said Mortgage hereby assents to the Preservation Restrictions granted by its Mortgagor, ALLEN HOUSE AND SCHOOL PRESERVATION CORPORATION, to the MASSACHUSETTS HISTORICAL COMMISSION and the CITY OF NEWTON, as set forth in the foregoing Preservation Restriction dated *November 17*, 1980, and to be recorded with the Middlesex South Registry of Deeds.

IN WITNESS WHEREOF said Mortgagee has hereunto set its hand and seal this *13<sup>th</sup>* day of *November*, 1980.

NEWTON COOPERATIVE BANK

By: *Robert H. Stearns, its Vice President*

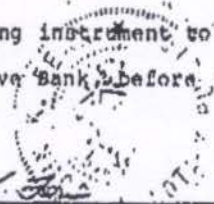
STATE OF MASSACHUSETTS

*Mitchell*, ss.

*November 13*, 1980

Then personally appeared the above-named *Robert*

W. STOVENS <sup>VICE PRESIDENT</sup> and acknowledged the foregoing instrument to  
be the free act and deed of the Newton Cooperative Bank before  
me,

  
J. H. [Signature]  
Notary Public  
My Commission expires: 9/1/53



