

Commitment for Title Insurance

Stewart Title Insurance Guaranty Company

Schedule A

File No. B15-243

For inquiry contact
Nowell Z. Bloomenthal, Esquire
Bloomenthal & de Bastos LLC
935 Main Street
Waltham, MA 02451
Telephone (781) 899-2400
Facsimile (781) 899-1611
Email: nowell@bdlawllc.com

1. Effective Date: October 9, 2015 at 8:00 A.M.
2. Policy or Policies to be issued:

ALTA Owner's Policy (06/17/06)

Amount of Insurance: \$TBD

Proposed Insured: TBD
3. The estate or interest in the land described or referred to in this Commitment and covered herein is FEE SIMPLE.
4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in the Town of Wayland, which acquired title by as follows:
 1. Order of Taking by Town of Wayland recorded in Book 11943, Page 420,
 2. Order of Taking by Town of Wayland recorded in Book 13443, Page 177 and Deed confirming Order of Taking recorded in Book 13448, Page 394, and
 3. Order of Taking by Town of Wayland recorded in Book 11003, Page 389.
5. The land referred to in this Commitment is located on Route 20, a/k/a Boston Post Road, Wayland, Middlesex County, Commonwealth of Massachusetts, and more particularly described in Exhibit A attached hereto and made a part hereof.

NOTE: Unless otherwise expressly specified herein, wherever used herein, the word "recorded" shall mean recorded with the Middlesex South District Registry of Deeds.

This Commitment is issued solely for the purpose of facilitating the issuance of a policy or policies of title insurance and the company's liability shall be limited to the terms of the policy or policies.

This Commitment is not an abstract, examination, report or representation of fact and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of the Company and its title agent shall arise under and be governed by the conditions of this commitment.

STEWART TITLE GUARANTY COMPANY

By: 
Bloomenthal & de Bastos LLC
Duly Authorized Agent

Schedule B, Section I – Requirements

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of the taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

Duly authorized and executed Quitclaim Deed(s) from the Town of Wayland to the proposed insured owner.

5. Record current Certificates of Municipal Liens and provide other documentation satisfactory to the Company evidencing payment in full of all municipal liens, charges, betterments and assessments currently due, owing and payable.
6. Receipt of duly authorized and executed Parties in Possession and Mechanic's Lien Affidavit in order to delete or modify the exceptions set forth in Schedule B, Section II, Standard Exceptions, Paragraphs Nos. 1 and 2 hereof.
7. Receipt of current ALTA/ACSM Survey (the "Survey") and Surveyor's Report, including Surveyor's Certification that the property described in Exhibit A hereof is the same as on the Survey, in order to delete or modify the exception set forth in Schedule B, Section II, Standard Exceptions, Paragraph No. 3 hereof. Said Survey must locate all recorded exceptions set forth in Schedule B, Section II hereof. The Company reserves the right to raise any additional exceptions and/or requirements as it deems necessary on receipt of the Survey.
8. Issuance of a final title insurance policy is conditioned upon payment of all title premium(s) due in connection with said policy(ies) at the present applicable rates as well as full payment of all examination and counsel fees of Bloomenthal & de Bastos LLC ("B & D"), and all recording and other costs and/or disbursements incurred by the Company and/or its Agent relative to this transaction.
9. This Commitment is issued on the basis that B & D will issue the title insurance policy(ies) contemplated by this Commitment and that the information contained herein is provided solely for the use of the party to whom it is delivered by B & D. No reliance upon this Commitment may be made by anyone other than said party without the express written consent of B & D. Any reliance upon or use of this Commitment at any time by another party is strictly prohibited unless otherwise expressly authorized in writing by

B & D and may give rise to a claim in favor of B & D for fees and charges.

10. Upon full disclosure to the Company of the nature and scope of this transaction and its review and approval of the closing documents, including updated certifications of title, the Company reserves the right to raise such other and further exceptions and issue requirements as it deems appropriate.
11. Record Certificate of Compliance as to the Order of Conditions referenced in Schedule B, Section II – Special Exceptions, Paragraph No. 4 hereof.
12. Record the ANR Subdivision Plan reference in the Exhibit A legal description attached hereto and made a part hereof.

Schedule B, Section II – Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Standard Exceptions:

1. Rights, interests or claims of present tenants, lessees or parties in possession.
2. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Easements or claims of easements not shown by the public records, title to filled land (if any), discrepancies, conflicts in boundary lines, overlaps, encroachments and any facts which an accurate and complete survey and inspection of the premises would disclose.

Special Exceptions:

1. Such state of facts as disclosed by a current Certificate(s) of Municipal Liens; lien(s) for unpaid water, sewer and other municipal charges, betterments and assessments, if any.
2. Title to and rights of the public and others entitled thereto in and to so much of the insured premises lying within the bounds of adjacent streets or ways.
3. The exact area or square footage being other than as stated in the Schedule A description of the insured premises and/or the plan(s) therein referred to.
4. Order of Conditions issued by the Wayland Conservation Commission (File No. 322-44), recorded in Book 13478, Page 330.

NOTE. This Commitment omits any covenants, conditions or restrictions which is based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal law, except to the extent that said covenants, conditions or restrictions are permitted by applicable state or federal law.

EXHIBIT A

The land on Route 20, a/k/a Boston Post Road, Wayland, Middlesex County, Massachusetts, shown as Lots A, C, and E on a plan entitled "ANR Subdivision Plan Assessor's Map 22, Lot 3, Lot 6 & Lot 7 Boston Post Road, Wayland, Massachusetts" prepared by WSP Transportation & Infrastructure", dated June 1, 2015, endorsed by the Wayland Planning Board on June 2, 2015, and recorded with the Middlesex South District Registry of Deeds in Plan Book ____, Plan ____.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

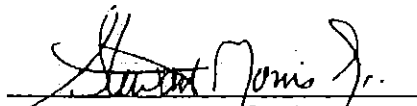
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.


This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



Chairman of the Board


title guaranty company




President

Countersigned:


Bloomenthal & de Bastos LLC
935 Main Street
Waltham, MA 02451-7417

City, State

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

TITLE DOCUMENTS

Route 20, a/k/a Boston Post Road, Wayland, Middlesex County, MA

JUN 13-71 AM 9:26 DO THE ***1.80

BK 11943 PG 420

114.80

incl LOTA

34

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Town of Wayland

✓ Bos Ed
1971

ORDER OF TAKING

By virtue of the authority vested in the Board of Selectmen by vote of the Town of Wayland adopted at the special town meeting duly called and held on the 19th day of November, 1969, after full compliance with all the preliminary requirements prescribed by law:

We, the Board of Selectmen of the Town of Wayland, duly elected, qualified and acting as such, do hereby, under and by virtue of the provisions of chapter 79 of the General Laws (Ter. Ed.) as amended, and of every other power and authority us hereto in any way enabling, adopt this order taking, in the name of and on behalf of the Town of Wayland, in fee, for Town dump purposes, a certain parcel of land with the trees thereon situated on the northerly side of the Boston Post Road in Wayland shown on a plan entitled "Plan of Land in Wayland, Mass. Shewing Land to be Acquired for Dump Purposes September 24, 1969 Scale 1" = 200 Feet Wayland Engineering Department." to be recorded herewith and more particularly described as follows:

Beginning at a point on the Northerly sideline of the Boston Post Road at the Wayland-Sudbury Town Line and at the property line between Leonard D. Stiles and Boston Edison Co., thence:

- N 09-37-46 W, one thousand twenty-five and 59/100 (1025.59) feet by land of Leonard D. Stiles to a stone bound at land of the Town of Wayland, thence:
- N 30-15-00-E, four hundred sixty-five and 48/100 (465.48) feet, by land of the Town of Wayland and Giuseppe Malone, thence:

SEE PLAN IN RECORD BOOK 11943 PAGE 420

S 07-47-10 E, one thousand four hundred fourteen and 19/100
(1414.19) feet to the Northerly sideline of
Boston Post Road, thence;
S 87-16-50 W, two hundred fifty-four and 82/100 (254.82) feet
by the Northerly sideline of the Boston Post Road
to the point of beginning.

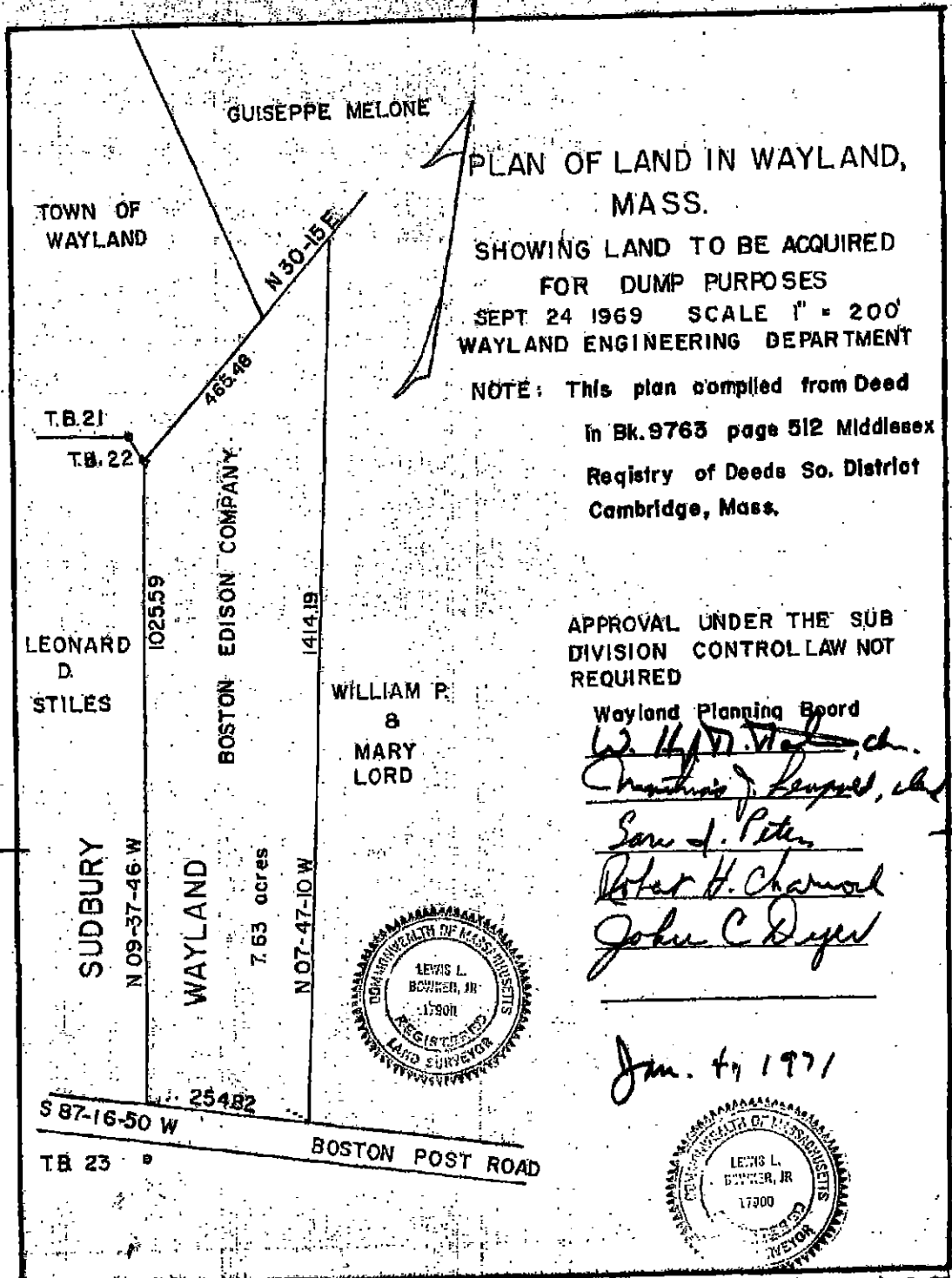
The Board of Selectmen hereby determine, pursuant to the provisions of chapter 79, sections 6 and 7D of the General Laws that the owner of the afore-
said real estate is Boston Edison Company, a Massachusetts corporation having
a usual place of business in Boston, Suffolk County, Massachusetts and we,
therefore, award it the sum of ten thousand (\$10,000) dollars as damages
sustained by it in its property by reason of such taking; but if it is not
the person sustaining damages in its property by reason of this taking, it is
to be understood that the real estate herein referred to is owned by an owner
or owners unknown to us; and in such cases, or in case any person other than
the supposed owners hereinabove referred to has any right, title or interest
in or to any of the said real estate, our award of ten thousand (\$10,000)
dollars as damages is made with respect to the lawful owners of said real estate
and to all persons having any right, title or interest therein as their
respective interests may appear.

The Board of Selectmen hereby orders that a copy of this instrument be
filed and recorded with the Middlesex South District Registry of Deeds.

WITNESS our hands this 11th day of January, 1971.

L. R. Anderson
John H. Wilson
John R. McCann

36



APPROVAL UNDER THE SUB
DIVISION CONTROLLAW NOT
REQUIRED

Wayland Planning Board
W. H. D. [Signature], ch.
Christopher J. [Signature], ch.
Sam J. Peter
Peter H. Charnock
John C. Dyer

Jan. 4, 1971



145

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 27 of 1971
Rec'd JAN 13 1971 at 9:26 AM
MAKING Doc. No. 7
TOWN OF WAYLAND
Recorded, Book 1943 Page 420
Attest: *[Signature]*
REGISTER

FEE 3.00
BY NL

27

27

37

4/5/78

incl LOT E

V LORD

178-

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Town of Wayland

ORDER OF TAKING

By virtue of the authority vested in us by vote of the Town of Wayland adopted pursuant to Article 19 of the Warrant for the Annual Town Meeting duly called and held on the 5th day of April, 1978 after full compliance with all the preliminary requirements prescribed by law:

We, the Selectmen of the Town of Wayland, duly elected, qualified and acting as such, do hereby, under and by virtue of the provisions of chapter 79

of the General Laws (Ter. Ed.) as amended, and of every other power and authority us hereto in any way enabling, adopt this order taking, in the name of and on behalf of the Town of Wayland, for refuse disposal, highway and conservation purposes, but subject to utility easements, two parcels of land with the trees thereon and the structures affixed thereto situated on the Boston Post Road in said

Wayland, Massachusetts shown on a plan entitled, "PLAN OF LAND IN WAYLAND, MASS. SHOWING LAND OWNED BY WILLIAM W. AND MARY P. LORD FEBRUARY 21, 1978 SCALE: 1 IN. = 100 FT. WAYLAND ENGINEERING DEPARTMENT"

recorded herewith

APR 17 1978 PM 4:51 43682 * 448 80

483
RECORDED IN RECORD BOOK 13/11/2 PAGE 122

BK 13443 PG 178

and more particularly described as follows:

LOT A

Beginning at a point on the northerly sideline of Boston Post Road at the property line between William W. and Mary P. Lord and the Town of Wayland, said point being N 87-16-50 E, 435.24 feet of a Mass. highway bound; thence

N 07-47-10 W,	four hundred seventy-five and 00/100 (475.00) feet; thence
N 70-04-08 E,	one hundred ninety-five and 47/100 (195.47) feet; thence
S 75-13-10 E,	three hundred twenty-five and 00/100 (325.00) feet; thence
S 02-43-10 E,	two hundred twenty-eight and 50/100 (228.50) feet; thence
S 87-16-50 W,	one hundred thirty-one and 95/100 (131.95) feet; thence
S 02-43-10 E,	one hundred eighty and 00/100 (180.00) feet; thence
S 87-16-50 W,	two hundred thirty-nine and 85/100 (239.85) feet; thence
S 02-43-10 E,	twenty-four and 75/100 (24.75) feet; thence
S 87-16-50 W,	eighty-two and 93/100 (82.93) feet to the point of beginning.

Containing 4.5 acres.

LOT B

Beginning at a point at the intersection of the easterly sideline of land of Town of Wayland and the northerly sideline of Lot A, said point being N 07-47-10 W, 475.00 feet of the northerly sideline of Boston Post Road; thence

N 07-47-10 W,	four hundred eighty-seven and 42/100 (487.42) feet; thence
Northeasterly,	one hundred ninety-four (194) feet, more or less; thence
Southeasterly,	five hundred seventy-five (575) feet, more or less; thence
Northeasterly,	seven hundred twenty (720) feet, more or less, to the Sudbury River; thence

Southeasterly and Easterly,	eight hundred thirty (830) feet; more or less, by the line of the Sudbury River; thence
Southwesterly,	four hundred ten (410) feet, more or less; thence
Southwesterly,	one hundred sixty-five (165) feet, more or less; thence
Southerly,	three hundred thirty (330) feet, more or less; thence
Southerly,	one hundred forty-eight and 5/10 (148.5) feet, more or less; thence
Southwesterly,	two hundred thirty-one (231) feet, more or less; thence
Southwesterly,	one hundred thirty-seven (137) feet, more or less; thence
Westerly,	one hundred thirty-six (136) feet, more or less; thence
N 02-43-10 W.	two hundred twenty-eight and 50/100 (228.50) feet; thence
N 75-13-10 W.	three hundred twenty-five and 00/100 (325.00) feet; thence
S 70-04-08 W.	one hundred ninety-five and 47/100 (195.47) feet to the point of beginning.
	Containing 24 acres, more or less, according to said plan.

together with all right, title and interest of the owners of the above-described premises in the streets and ways adjoining the same.

The Selectmen of the Town of Wayland here-
 by determine, pursuant to the provisions of Chapter 78, sections 6 and 7D
 of the General Laws, that the owners of the aforesaid real estate are
William W. and Mary P. Lord, husband and wife of Fairfax, Virginia
 and we therefore award to them
 One Hundred Sixty Thousand and no/100----- (\$160,000.00) Dollars as damages
 sustained by them in their property by reason of such taking; but if they are
 not the persons sustaining damages in their property by reason of this taking,
 it is to be understood that the real estate herein referred to is owned by an
 owner or owners unknown to us; and, in such case, or in case any person
 other than the supposed owner hereinabove referred to has any right, title or
 interest in or to any of the said real estate, our award of One Hundred Sixty
 Thousand and no/100----- (\$160,000.00) Dollars as damages is made with re-
 spect to all the lawful owners of said real estate and to all persons having
 any right, title or interest therein as their respective interests may appear.

The Selectmen of the Town of Wayland here-
 by order that a copy of this instrument be filed and recorded with the
 Middlesex, South District, Registry of Deeds.

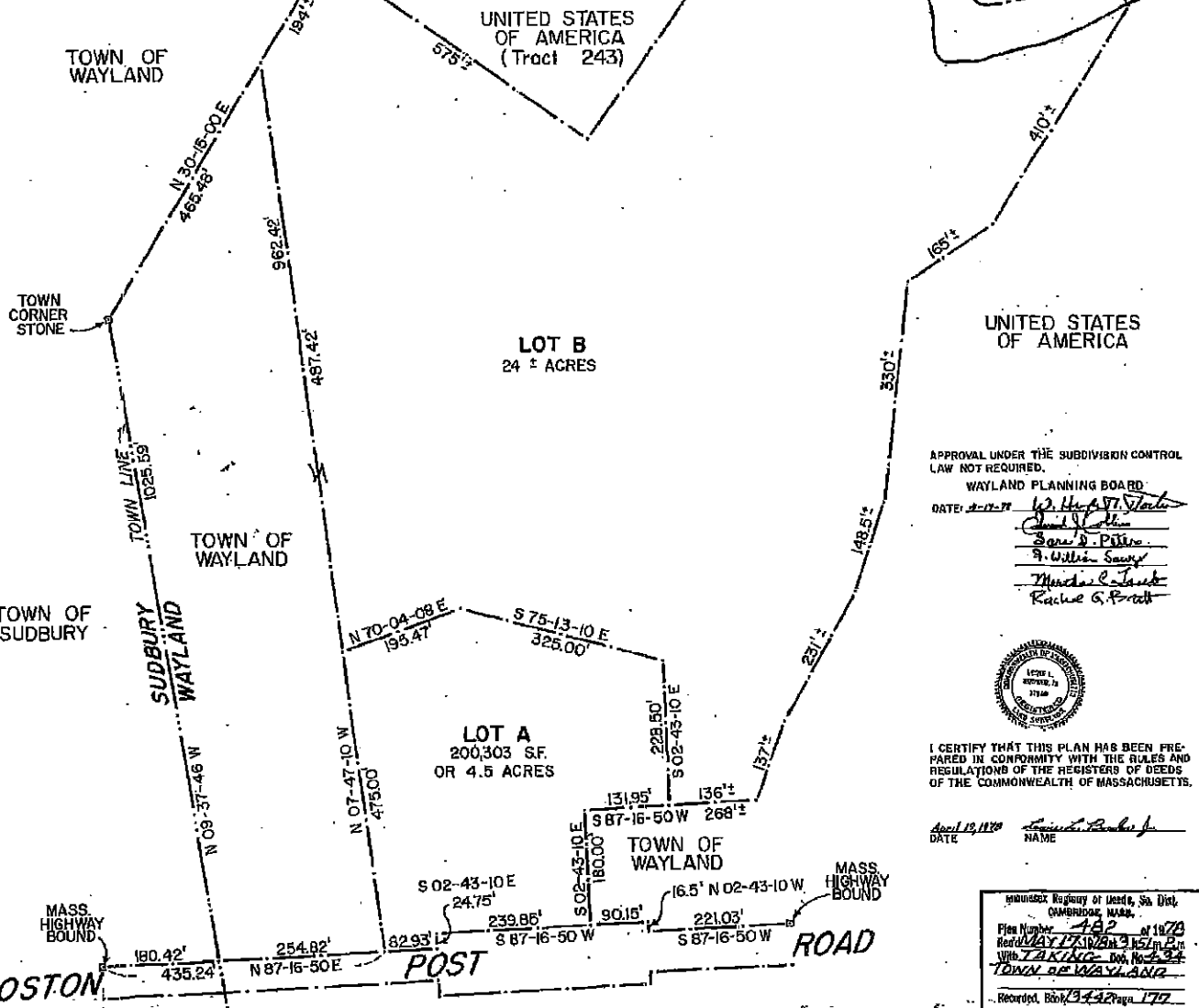
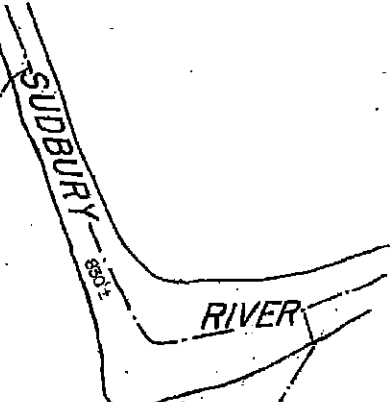
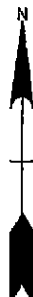
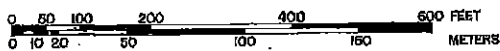
WITNESS our hands this 15th day of May, 1979.

Selectmen
 of the Town of Wayland

W. B. [Signature]
W. B. [Signature]
Mary P. Lord
[Signature]
Carlton W. [Signature]

PLAN OF LAND IN WAYLAND, MASS.

SHOWING LAND OWNED BY
WILLIAM W. AND MARY P. LORD
FEBRUARY 28, 1978 SCALE: 1 IN. = 100 FT.
WAYLAND ENGINEERING DEPARTMENT



APPROVAL UNDER THE SUBDIVISION CONTROL
LAW NOT REQUIRED.
WAYLAND PLANNING BOARD
DATE: 2-17-78
W. H. 371. 10/10
Sam D. Piller
A. William Searcy
Murder C. Smith
Rachel G. Pratt



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED
IN CONFORMITY WITH THE RULES AND
REGULATIONS OF THE REGISTER OF DEEDS
OF THE COMMONWEALTH OF MASSACHUSETTS.

April 19, 1978
DATE NAME

Massachusetts Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number: 1732 of 1878
Recorded: MAY 17 1978 in Bk.
Vol. 1732 Page 100, No. 234
Town of Wayland
Recorded, Bk. 1732 Page 177
Attest: *John F. Searcy*
1732-100
By: *NL*

SUPERVISOR: <i>L. L. B.</i>	RESEARCH: <i>D.B.G.</i>	PLOTTING: <i>D.B.G.</i>
FIELD WORK: <i>A. J. M. D.B.G.</i>	COMP: <i>D.B.G.</i>	DRAFTING: <i>D.B.G.</i>
WAYLAND ENGINEERING DEPARTMENT		

NOTE: This plan compiled from plans
and depts. of record.

WY25-78 PM 1:30 302E**11.75

BK 13448 PG 394

MASSACHUSETTS QUITCLAIM DEED (LONG FORM) 002

Conf OTR

42
incl LOT E

R11.75. — .24

WILLIAM W. LORD and MARY P. LORD
of Fairfax.

Virginia
County, Massachusetts,

nominal

being ~~unmarried~~, for consideration paid, grants to the TOWN OF WAYLAND, a municipal corporation in Middlesex County, Massachusetts, having its usual place of business at 41 Cochituate Road in Wayland, Massachusetts, *

RE

with quitclaim conveying the two parcels of land with the trees thereon and the structures affixed thereto situated on the Boston Post Road in said Wayland, Massachusetts shown ~~on a plan~~ on a plan entitled "PLAN OF LAND IN WAYLAND, MASS. SHOWING LAND OWNED BY WILLIAM W. AND MARY P. LORD FEBRUARY 21, 1978 SCALE: 1 IN. = 100 FT. WAYLAND ENGINEERING DEPARTMENT" recorded in Mid- (~~Recorded in Middlesex County, South District, Registry of Deeds in Book~~) at Page and more fully described as follows:

LOT A

Beginning at a point on the northerly sideline of Boston Post Road at the property line between William W. and Mary P. Lord and the Town of Wayland, said point being N 87-16-50 E, 435.24 feet of a Mass. highway bound; thence

N 07-47-10 W,	four hundred seventy-five and 00/100 (475.00) feet; thence
N 70-04-08 E,	one hundred ninety-five and 47/100 (193.47) feet; thence
S 75-13-10 E,	three hundred twenty-five and 00/100 (325.00) feet; thence
S 02-43-10 E,	two hundred twenty-eight and 50/100 (228.50) feet; thence
S 87-16-50 W,	one hundred thirty-one and 95/100 (131.95) feet; thence
S 02-43-10 E,	one hundred eighty and 00/100 (180.00) feet; thence
S 87-16-50 W,	two hundred thirty-nine and 85/100 (239.85) feet; thence
S 02-43-10 E,	twenty-four and 75/100 (24.75) feet; thence
S 87-16-50 W,	eighty-two and 93/100 (82.93) feet to the point of beginning.

Containing 4.5 acres.

LOT B

Beginning at a point at the intersection of the easterly sideline of land of Town of Wayland and the northerly sideline of Lot A, said point being N 07-47-10 W, 475.00 feet of the northerly sideline of Boston Post Road; thence

N 07-47-10 W,	four hundred eighty-seven and 42/100 (487.42) feet; thence
Northeasterly,	one hundred ninety-four (194) feet, more or less; thence
Southeasterly,	five hundred seventy-five (575) feet, more or less; thence

Northeasterly,	seven hundred twenty (720) feet, more or less, to the Sudbury River; thence
Southeasterly and Easterly,	eight hundred thirty (830) feet, more or less, by the line of the Sudbury River, thence
Southwesterly,	four hundred ten (410) feet, more or less, thence
Southwesterly,	one hundred sixty-five (165) feet, more or less, thence
Southerly,	three hundred thirty (330) feet, more or less, thence
Southerly,	one hundred forty-eight and 5/10 (148.5) feet, more or less, thence
Southwesterly,	two hundred thirty-one (231) feet, more or less, thence
Southwesterly,	one hundred thirty-seven (137) feet, more or less, thence
Westerly,	one hundred thirty-six (136) feet, more or less, thence
N 02-43-10 W,	two hundred twenty-eight and 50/100 (228.50) feet; thence
N 75-13-10 W,	three hundred twenty-five and 00/100 (325.00) feet; thence
S 70-04-08 W,	one hundred ninety-five and 47/100 (195.47) feet to the point of beginning.

Containing 24 acres, more or less according to said plan.

Together with any and all rights, title and interest of the owner or owners of the above-described premises in the streets and ways adjoining the same.

The Grantor hereby conveys the premises subject to and with the benefit of all easements and restrictions of record, if any, insofar as the same are now in force and applicable.

For our title see Deed of Donald W. Neelon et ux dated July 27, 1953 recorded with these Deeds in Book 8113 at Page 286.

As this Deed is confirmatory of an Order of the Selectmen of the Town of Wayland taking the aforesaid parcels of land by instrument dated May 15, 1978 and recorded with these Deeds in Book 13443 at Page 177, no excise stamps are required.

BK 13448 PG 396

44
husband of said grantor,
wife

release to said grantee all rights of tenancy by the curtesy and other interests therein.
~~lower and homestead~~

Witness my hand and seals this 22nd day of May 1978

[Signature]

[Signature]

William W. Lord

Mary P. Lord

Mary P. Lord

The Commonwealth of Massachusetts Virginia

Middlesex 22nd ss. May

1978

Then personally appeared the above named WILLIAM W. LORD and MARY P. LORD

and acknowledged the foregoing instrument to be their free act and deed, before me

[Signature]

Notary Public - Office of the State

My Commission Expires March 15, 1982

(THE FOLLOWING IS NOT A PART OF THE DEED, AND IS NOT TO BE RECORDED.)

CHAPTER 183, SECTION 11, GENERAL LAWS

A deed in substance following the form entitled "Quitclaim Deed" shall when duly executed have the force and effect of a deed in fee simple to the grantee, his heirs and assigns, to his and their own use, with covenants on the part of the grantor, for himself, his heirs, executors, administrators and successors, with the grantee, his heirs, successors and assigns, that at the time of the delivery of such deed the premises were free from all encumbrances made by him, and that he will, and his heirs, executors and administrators shall, warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the grantor, but against none other.

DEC 10 10 55 AM 1965

1582

SEE PLAN IN RECORD BOOK PAGE 272

BK11003 PG389

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

TOWN OF WAYLAND

ORDER OF TAKING

At a meeting of the Board of Selectmen of the Town of Wayland, held this fifteenth day of November, 1965, it is ordered;

WHEREAS, the Town of Wayland, at the annual town meeting called, notified and held on the sixth day of March, 1963, duly voted to authorize the purchase, take by eminent domain, gift or otherwise, on behalf of the Town of Wayland, for use in connection with the Town Dump.

WHEREAS, the Board of Selectmen is of the opinion that public convenience and public necessity so require;

NOW THEREFORE, We, the undersigned, the Board of Selectmen of the Town of Wayland, duly elected, qualified and acting as such, do hereby under and by virtue of the provisions of Chapter 79 of the General Laws (Ter. Ed.) as amended, and of every other power and authority us hereto in any way enabling, take in fee in the name of and on behalf of the Town of Wayland, a certain parcel of land situated in said Wayland, in the County of Middlesex and the Commonwealth of Massachusetts, for use in connection with the Town Dump, shown on a plan entitled "Plan of Land in Wayland, Massachusetts, Taken for General Town Purposes", dated December 12, 1962, by Everett M. Brooks Company and bounded and described as follows:

46

1 11/15/65
m/c LOT C
subj to 20' ROW
on plan
V Sears

BK11003 PG390

SOUTHERLY by the Northerly siding of Boston Post Road by three courses totaling one hundred ninety-eight and 45/100 (198.45) feet more or less;
WESTERLY by land of Boston Edison Company one hundred eighty (180.00) feet;
NORTHERLY by land of Boston Edison Company two hundred sixty-eight (268) feet more or less;
EASTERLY by land of Clifford and Richardson in two courses totaling two hundred sixteen (216) feet more or less;

containing 1.0 acres more or less according to said plan.

And this Board determines that the owners or supposed owners hereinafter named, and any other person or persons who may be the owner or owners of said land or property taken, and all other persons whatsoever, sustain damage to their property by reason of this taking, and make an award of three thousand (\$3,000) dollars therefore.

We have acted with respect to the supposed owners of the land or property taken, as of the date of this order, but if the names of the owners are not correctly stated, it is to be understood that the land referred to is owned by an owner or owners unknown to us, and in such cases, or in case any person other than a supposed owner or owners as hereinafter named, has any right, title or interest in or to any of the said land or property, our determination of award of three thousand (\$3,000) dollars as damages is made with respect to the lawful owners of the said land or property, and to all persons having any right, title or interest therein as their respective interests may appear.

The land and property taken is owned or supposed to be owned by Harold H. Sears of Weston, Middlesex County, Massachusetts, Deed recorded in Middlesex South District Registry of Deeds, Book No. 10267, Page 131.

48

BK11003 PG391

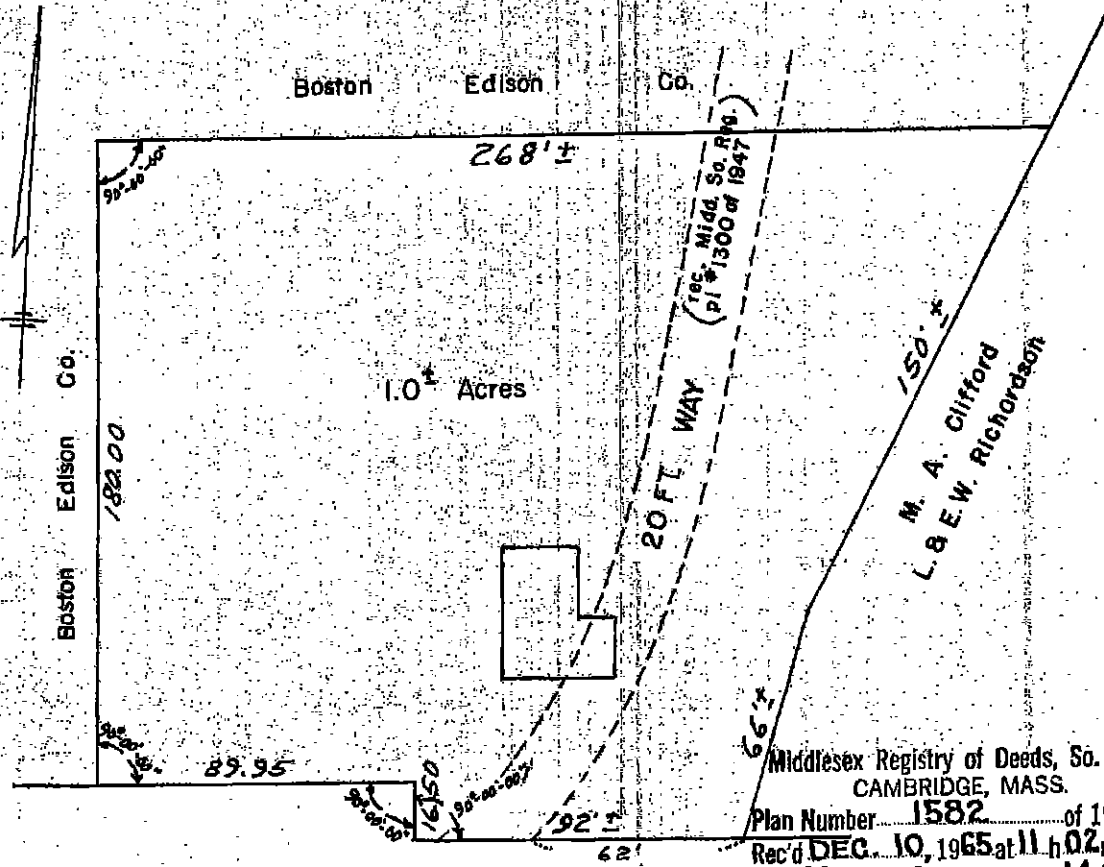
The Board determines that a copy of this order, signed by the Selectmen, be filed and recorded with the Middlesex South District Registry of Deeds, and in the registered land department thereof, if said land or any part thereof shall be registered land.

WITNESS our hands at Wayland on the day and year first above-written.

BOARD OF SELECTMEN
of the Town of
Wayland

James S. Tapp
Thomas Francis Roubicek

49



Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 1582 of 1965
Rec'd DEC. 10, 1965 at 11 h 02 m A.m.
With TAKING Doc. No. 144
TOWN OF WAYLAND

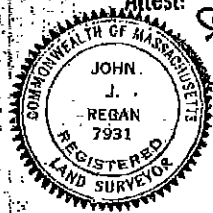
BOSTON POST RD.

Recorded, Book 11003 Page 389
Attest: *Samuel J. Buckley* REGISTER

WAYLAND PLANNING BOARD

Approval under the subdivision
control law not required.

Date Dec. 7, 1965
Robert H. Charnock
Katherine Hadges
George F. Bowers
W. H. Morgan
J. William Bateman



FEE 3.00
BY P.

PLAN OF LAND IN

WAYLAND MASS.

TAKEN FOR GENERAL TOWN PURPOSES
ON BOSTON POST RD.
OWNED BY D. W. & C. R. NEELON

SCALE 1 IN = 40 FT
EVERETT M. BROOKS CO.
NEWTONVILLE-WAYLAND-W. ACTON

DEC. 12, 1962
CIVIL ENGRS
MASS.

145

#9351

1582

5 129X-22300
13448-177
13448-794

BK13478 PG330

ORDER 8-
WEELAND PROTECTION ACT
G.L. C. 131 B. 40

PROJECT LOCATION: Weston Post road

CERT. MAIL NO: 3681

NOTICE OF INTENT AND PLANS DATED: 21 April 1978 DATE OF RECEIPT BY
CONSERVATION COMMISSION: 1 May 1978
DATE OF PUBLIC HEARING: 23 May 1978

Pursuant to the authority of G.L. C. 131 B. 40, the Wayland Conservation Commission has considered your notice of intent and plans submitted therewith, and has determined that the area on which the proposed work is to be done is significant to one or more of the interests described in the said act. The Wayland Conservation Commission hereby orders that the following conditions are necessary and all work must be performed in strict accordance with said conditions and with the Notice of Intent and Plans, unless modified by said conditions:

CONDITIONS

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this order.
2. This order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state or local statutes, ordinances, by-laws and/or regulations.
4. The work authorized hereunder shall be completed within one (1) year from the date of this order unless otherwise stated below pursuant to Regulation 6.7. The order may be extended by the issuing authority for one or more additional one-year periods upon application to the said issuing authority at least thirty days prior to the expiration date of the order or its extension.
5. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including, without limiting the generality of the foregoing, lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts of any of the foregoing.

6. No work may be commenced until all appeal periods have elapsed from the order of the Conservation Commission or from a final order by the Department of Environmental Quality Engineering.
7. No work shall be undertaken until the final Order, with respect to the proposed project, has been recorded in the Registry of Deeds for the district in which the land is located within the chain of title of the affected property. Copy to be furnished to issuer of this Order showing book and page prior to commencement of work.
8. Upon completion of the work described herein, the applicant shall forthwith request, in writing, that a Certificate of Compliance be issued stating that the work has been satisfactorily completed.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet bearing the words, "Massachusetts Department of Environmental Quality Engineering. Number 322-44".
10. Where the Department of Environmental Quality Engineering is requested to make a determination and to issue a superceding order, the Conservation Commission shall be a party to all agency proceedings and hearings before the Department.
11. The work shall conform to the following described plans and additional conditions.

Plans as corrected at the public hearing and described as follows:

- A) "Plan of Land in Wayland, Mass., Showing Proposed Access Road, Scale as noted, 3 Sheets, Wayland Engineering Department."

Sheet 1 of 3 - Dated April 5, 1978

Sheet 2 of 3 - Dated April 5, 1978, Revised May 22, 1978

Sheet 3 of 3 - Dated April 5, 1978

- B) "Erosion Prevention Plans, One Sheet Showing Typical Cross-Sections Through Cut and Fill Areas, no scale or date" Received May 4, 1978, Revised May 23, 1978.

A plan and cross-section of the entrance road to the septage facility shall be submitted to, and approved by, the Commission prior to the commencement of work.

12. Gravel shall be removed according to the plan entitled "Erosion Prevention Plans: Typical cross-section through cut areas."

Areas that are worked for sand and gravel shall be graded so as to drain into the central portion of the disturbed area away from wetlands.

On sheet 1 of the Plan, at the location identified by the notation "Proposed Top of Slope-Elev. 126'" a berm shall be left consisting on the north side of the natural slope up to 128', and on the south side of a cut slope 1:3 vertical-horizontal.

The natural bank along the west side of the existing oart path (or proposed road) shall be left undisturbed.

The knoll at the northern end of the hill which lies along the stations 5+0 to 10+0 shall be preserved in its present state to an extent to be determined by the Commission with the advice of the Road Commissioners. This knoll and the truck turnaround shall be staked in the field and located on a plan to be submitted to the Commission.

13. No road drainage shall be piped except as permitted by the Conservation Commission. Whenever practical runoff from impermeable surfaces shall be discharged into the natural upland terrain in a manner which will minimize erosion and sedimentation.
14. Finished grades shall be protected against soil erosion by means of a suitable ground cover or stabilization technique under the direction of the Commission or its agent.
15. Stumps and other woody waste shall not be buried without prior approval of the Commission.
16. The use of salt on the road shall be kept to a minimum.
17. The Commission reserves the right to require that fences and other natural or man-made barriers be located along the temporary access road in order to prevent objects and materials from entering the adjacent wetlands.
18. The temporary access road (approximate 800' section through the swamp) shall be constructed at an elevation no greater than 122' msl. After use of the road for dump purposes is ended, the fill and other structures pertaining to this 800' section of the road shall be removed. The Commission reserves the right to require another wetlands application pursuant to MGL Ch. 131, s.40 concerning removal of the road.
19. Each year at the required time of renewal of this Order, the Commission may review this project and amend this Order or add new conditions which are reasonably appropriate. Should the purpose of this project or the plans be changed to a substantial degree, the Commission reserves the right to require a new wetlands application pursuant to MGL Ch. 131, s.40.
20. The Commission reserves the right to require corrective action on stockpiled soil, peat or other materials, which may generate adverse impacts on the adjacent wetlands. No material shall be stockpiled in or near wetlands without the prior approval of the Commission.

CONDITIONS CONTINUED

PAGE 3

FILE NO. 322-44

The applicant, any person aggrieved by this order, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to appeal this order to the Department of Natural Resources, provided the request is made in writing and by certified mail to the Department of Natural Resources within ten (10) days from the issuance of this order.

ISSUED BY Wayland Conservation CommissionKenneth A. MoonWilliam B. AgnewCharles H. HartThomas SciaccaErnest R. Newbury

On this 13th day of June, 1978, before me personally appeared Kenneth A. Moon to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

BERNARD G. POWERS, Notary Public
MY COMMISSION EXPIRES
APRIL, 18, 1980

My commission expires: _____

