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**PRESERVATION RESTRICTION AGREEMENT**

**between**

**THE TOWN OF CONCORD**

**and**

**SAVE OUR HERITAGE, INC.**

**THIS PRESERVATION RESTRICTION** is made this 15 day of May, 2009, by and between SAVE OUR HERITAGE, INC., a nonprofit Massachusetts corporation maintaining its place of business at 57 Main Street, Concord, MA 01742 ("Grantor") and THE TOWN OF CONCORD, a municipality of the Commonwealth of Massachusetts acting by and through its Board of Selectmen (the "Town").

**WITNESSETH;**

WHEREAS, Grantor is owner in fee simple of a certain parcel of real property located at 448 Barrett's Mill Road in the Town of Concord, Middlesex County, Massachusetts, described in the deed dated August 23, 2005 from Michael McGrath to Grantor recorded with the Middlesex South Registry of Deeds at Book 45926, Page 536 (hereinafter the "Premises"), said Premises including one building known as the Colonel Barrett Farm House (hereinafter the "Building");

WHEREAS, the Town is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town;

WHEREAS, the Premises were at one time owned by Colonel James Barrett, commander of the Middlesex militia during the Revolutionary War. The Premises were the central depot where the early American revolutionaries stored cannons, gun powder, and other munitions. The British marched to Concord to find and destroy these munitions and the colonials responded with the famous "shot heard round the world" launching the American Revolution;

WHEREAS, the land on which the Premises were a part has been under cultivation continuously since colonial times and is one of the few remaining working farms in Concord;

WHEREAS, the Building has been listed in the National Register of Historic Places since November 1973 as a site of national significance and is the most important unrestored Revolutionary War landmark in Massachusetts that is not presently subject to a historic preservation restriction;

WHEREAS, the Grantor and the Town recognize the architectural, historic, and cultural values (the "Preservation Values") and significance of the Premises, and have the common purpose of preserving said preservation values and significance of the Premises;

WHEREAS, Grantor has applied for, and the Town has awarded the Grantor, a series of grants including an initial grant of Two Hundred Thousand Dollars (\$200,000) under the Community Preservation Act, G.L. c 44B, §§ 1- 17 (the "CPA"), for the preservation and restoration of historic elements within the Building and specifically to stabilize the house, which is in disrepair, and to restore it to the primary period of significance, which is the time period of the American Revolution;

WHEREAS, Grantor has applied for and plans to apply in the future for additional grants for the preservation and restoration of the Building, and the potential providers of these grants require assurances of the ongoing protection of the architectural and historic values of the Premises;

WHEREAS, the Premise's preservation values are documented in a series of reports, drawings and photographs (the "Background Documentation") incorporated herein by reference, which Background Documentation the parties agree provides an accurate representation of the Premises as of the date of this Agreement (all items comprising the Background Documentation are on file in the offices of Grantor and the Town);

WHEREAS, the Background Documentation shall consist of the following that will serve as a baseline against which to assess ongoing compliance with the terms of this Agreement:

- Grantor's CPA Applications;
- The Barrett's Farm Historic Structures Report, which provides detailed baseline documentation, photographs, and recommendations as to the work needed to be done to stabilize and restore the Building; and
- Plans for the Exterior Restoration of the Col. Barrett Farm House as approved by the Concord Historic Districts Commission on January 8, 2009;

WHEREAS, the grant of a historic preservation restriction by Grantor to the Town on the Premises will assist in preserving and maintaining the Premises and its architectural, historic and cultural features for the benefit of the people of the Town, the County of Middlesex, the Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to the Town, and the Town desires to accept, a historic preservation restriction on the Premises.

NOW, THEREFORE, in consideration of the above, and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor does hereby irrevocably grant and convey unto the Town this historic preservation restriction for thirty (30) years on the Premises subject to renewal.

**1. Purpose:** It is the purpose of this Agreement to ensure that the interior and exterior architectural, historic, and cultural features of the Building will be retained and maintained for the term of this Agreement for preservation purposes, and to prevent any use or change to the interior or exterior of the Building that will significantly impair or interfere with the Building's Preservation Values.

**2.1 Grantor's Covenants: Covenant to Maintain.** Grantor agrees at all times to maintain the Building in sound structural condition and a good state of repair, in accordance with the policies and procedures of *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (the "Secretary's Standards") and as clarified by the Restriction Guidelines established in Exhibit A (the "Restriction Guidelines").

The Town does not assume any obligation for maintaining, repairing or administering the Premises or the Building.

**2.2 Grantor's Covenants: Preservation and Restoration.** The parties understand and agree that the Grantor will use the CPA funds for the purpose of preserving and restoring the Building. Grantor agrees to carry out all such activities in accordance with the Restriction Guidelines and the Secretary's Standards.

**2.3 Grantor's Covenants: Prohibited Activities.** The following acts are expressly forbidden:

(a) The Building, or any portion thereof, shall not be moved, demolished, removed or razed except as described in the casualty provisions of paragraph 9 hereof.

(b) Subject to the maintenance covenants of paragraph 2.1 hereof, the following features shall be preserved in accordance with the Restriction Guidelines and the Secretary's Standards:

1. The stone foundation;
2. The roofline of the front facade;
3. The 18<sup>th</sup> century woodwork, finishes, and plaster ceilings;
4. The 18<sup>th</sup> century flooring, baseboards, historic beams, post casings, trim, paneling and doors.

(c) Nothing shall be erected or allowed to grow on the Premises which would impair the visibility from street level of the Building.

(d) The dumping of ashes, trash, rubbish or any other unsightly or offensive materials is prohibited on the Premises.

(e) The Premises shall not be divided or subdivided in law or in fact and shall not be devised or conveyed except as a unit.

(f) No above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Premises, subject to utility easements already recorded.

**3.1 Conditional Rights Requiring Approval by Town.** Grantor shall not undertake any of the following actions without the prior express written approval of the Town, which approval may be withheld or conditioned in the sole discretion of the Town:

(a) Increase or decrease the height of, make additions to, change the exterior or interior construction materials of, or move, improve, alter, reconstruct or change the facades (including fenestration and trim), roofs, foundations and chimneys of the Building. Notwithstanding the foregoing, alterations listed as "Minor" in the Restriction Guidelines are considered part of ordinary maintenance and repair, and may be made to the Building and Premises without the Town's approval;

(b) Change the floor plan of the Building;

(c) Erect any external signs for external advertisements except: (i) a sign stating solely the address of the Premises and (ii) a temporary sign to advertise the sale or rental of the Premises;

(d) Make permanent topographical changes, such as excavation for the construction of roads and recreational facilities; or

(e) Materially change the use of the Premises (the Town may consider any request for a material change in the use of the Premises in light of existing planning and zoning regulations, and in order to approve such change the Town must determine that the proposed use (i) does not impair the significant conservation and preservation values of the Premises; and (ii) does not conflict with the purpose of this Agreement as set forth in paragraph 1).

**3.2 Review of the Grantor's Request for Approval.** Should Grantor wish to exercise the conditional rights set out or referred to in paragraph 3.1, Grantor shall submit to Town, for Town's approval, as many copies as the Town requests, up to a total of five, of information (including plans, specification and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Town a timetable for the proposed activity sufficient to permit Town to monitor such activity. Within sixty (60) days of Town's actual receipt of any plan or written request for approval hereunder, Town shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted in which case Town shall

provide Grantor with written suggestions for modification or a written explanation for Town's disapproval. Any failure by Town to act within sixty (60) days of actual receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Town of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted; provided, however, that Grantor shall also comply with any other Town regulatory or permitting process that may apply, including Historic Districts, Zoning Board of Appeals, or Planning Board.

**3.3 Conditional Rights Requiring Approval of the Massachusetts Historical Commission.** The conduct of archeological activities, including without limitation survey, excavation and artifact retrieval, may occur only following submission of an archeological field investigation plan prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (M.G.L. Chap. 9, Section 27C, 950 CMR 70.00).

**4. Standards for Review.** Town shall apply the Restriction Guidelines and the Secretary's Standards whenever (a) exercising any authority created by the Agreement to inspect the interior and exterior of the Building, (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

**5. Public Access.** The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 (twelve) days a year on an equitably spaced basis. The dates and times when the Premises will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Premises may also be open at other times by appointment, in addition to the scheduled twelve (12) days a year. Nothing in this Agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

**6. Grantor's Rights Not Requiring Further Approval by Town.** Subject to the provision of paragraphs 2.1, 2.2 and 3.1, this Agreement does not prohibit, and does not require the Town's approval of, the following rights, uses, and activities by Grantor on, over, or under the Building and the Premises:

- (a) The right to engage in all those activities and uses that:
  - (i) are permitted by government statute, bylaw or regulation; and
  - (ii) are not inconsistent with the purpose of this Agreement;
- (b) The right to maintain and repair the Building strictly in accordance with the Restriction Guidelines and the Secretary's Standards;
- (c) Subject to the provisions protecting interior features of paragraph 2.3(b), the right to make changes to the interior of the Building that do not compromise the structural

integrity of the Building and do not affect the characteristics that contribute to the architectural, archeological, or historical integrity of the Building's interior;

- (d) The right to continue all manner of existing residential use and enjoyment of the Premises, including but not limited to the maintenance, repair and restoration of existing fences; the right to maintain existing driveways, roads and paths with the use of same or similar surface materials; the right to maintain existing utility lines, gardening and Building walkways, steps and garden fences; the right to cut, remove and clear grass and other vegetation and to perform routine maintenance, landscaping, horticultural activities and upkeep, consistent with the purpose of this Agreement as set forth in paragraph 1; and
- (e) The right to conduct at or on the Premises educational and non-profit activities that are not inconsistent with the protection of the conservation and preservation value of the Premises.

**7. Term.** This Agreement has an initial term of thirty (30) years, but shall automatically terminate if the Premises are conveyed to the United States of America. To the extent that Massachusetts General Laws Chapter 184, Section 27 is applicable hereto, this Agreement shall be enforceable for a period of one hundred and ten (110) years from the date hereof, and the agreements, rights, covenants and restrictions that are set forth herein shall remain in full force and effect during that time in accordance with the provisions of Massachusetts General Laws Chapter 184, Section 27, as it may be amended from time to time, or as provided in similar successor provisions, which provisions of Massachusetts General Laws Chapter 184, Section 27 permit the extension of the period of enforceability of this Agreement by the recording by the Town of an extension in accordance with the provisions of said law before the expiration of the first thirty (30) years from the date of recording hereof and before the expiration of each succeeding twenty-year (20) period thereafter or for such other maximum further periods as may be allowed by any amendments of said law or by any successor provisions.

**8. Casualty Damage or Destruction.** In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Town in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without Town's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by Town, Grantor at Grantor's expense shall submit to the Town a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and Town, which report shall include the following:

- (a) An assessment of the nature and extent of the damage to the Building;
- (b) A determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and

- (c) A report of such restoration and/or reconstruction work necessary to return the Building to the condition existing as of the date hereof, or if improvements have been made to the condition existing at the time of completion of said improvements.

**9. Review After Casualty Damage or Destruction.** If, after reviewing the report provided for in paragraph 8 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims with priority over this Agreement, Grantor and Town agree that the purpose of the Agreement will be served by such restoration/reconstruction, Grantor and Town shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the exterior of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims with priority over this Agreement, Grantor and Town agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the purpose of the Agreement would not be served by such restoration/reconstruction, Grantor may, with prior written consent of Town, alter, demolish, remove or raze the Building and/or construct new improvements on the Premises. In such event, Grantor and Town may agree to extinguish this Agreement in accordance with the laws of the Commonwealth of Massachusetts.

If, after reviewing the report and assessing the availability of insurance proceeds, Grantor and Town are unable to agree that the purpose of the Agreement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration.

**10. Insurance.** Grantor shall keep the Building insured by an insurance company rated "A" or better for financial strength by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Town, within ten (10) business days of Town's written request therefor, certificates of such insurance coverage; provided, however, that whenever the Premises is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize a prior claim, if any, of the mortgagee/lender to the insurance proceeds.

**11. Written Notice.** Any notice which either Grantor or Town may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery:

To Grantor:  
Save Our Heritage, Inc.  
57 Main Street  
Concord, MA 01742

To Town:  
Town Manager  
Town of Concord  
P.O. Box 535  
Concord, MA 01742

and  
Concord Historical Commission  
141 Keyes Road  
First Floor  
Concord, MA 01742

*with a copy to:*  
William Lahey, Esq.  
Anderson & Kreiger LLP  
One Canal Park, Suite 200  
Cambridge, MA 02141

Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

**12. Inspection.** The Town shall be permitted at reasonable times to inspect the Building and the Premises to determine whether the Grantor is in compliance with the terms of this Agreement. Grantor covenants to cooperate in good faith in determining dates and times for such inspections.

**13. Town's Remedies.** The Town may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Agreement by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief and to require the restoration of the exterior of the Building to the condition and appearance required under this Agreement. The Town shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder. In the event any civil action is commenced and Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse the Town for any costs or expenses incurred in connection with the Town's enforcement of the terms of this Agreement, including all reasonable court costs, and attorney's, architectural, engineering and expert witness fees.

**14. Runs with the Land.**

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be a preservation restriction.

The Agreement shall extend to, and be binding upon, Grantor and the Town, their respective successors in interest and all persons hereafter claiming under or through Grantor and the Town; provided, however, that this Agreement shall not be binding upon the United States of America, its successors or assigns in the event that Grantor or its

successor in interest conveys the premises to the United States of America. Anything contained herein to the contrary notwithstanding, an owner of the Premises shall have no obligation pursuant to this Agreement for any claims, liabilities or losses occurring after a bona fide transfer when such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Agreement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to, or any lesser estate in, the Premises or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Premises.

(b) The Grantor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Premises for the term of this Agreement, and are binding upon the Grantor's successors in title, (ii) are not merely personal covenants of the Grantor, and (iii) shall bind the Grantor, its successors and assigns and inure to the benefit of the Town and its successors and assigns for the term of the Agreement.

**15. Assignment.** The Town may, at its discretion and without prior notice to Grantor, convey, assign or transfer this Agreement to a unit of federal, state or local government or to a local, state or national organization that is a charitable corporation or trust "qualified organization" under Section 170(h) of the Internal Revenue Code, as amended, whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the purpose for which this Agreement was granted will continue to be carried out.

**16. Recording and Effective Date.** The Town shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the land records of Middlesex County, Massachusetts. Grantor and the Town intend that the restrictions arising under this Agreement shall take effect on the day and year this instrument is recorded in the land records at Middlesex South Registry of Deeds, Cambridge, Massachusetts. Grantor hereby warrants and represents to the Town that, except as disclosed in the Deed, as of the date of the recording hereof, there shall be no liens or other encumbrances on the Premises that shall have priority over this document; Grantor shall reaffirm this warranty and representation upon the recording of any subsequent version of this Agreement as provided above.

**17. Indemnification:** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Town and its agents, directors, employees and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees) arising out of or in connection with injury to or death of any person related to the use of the Premises; physical damage to the Premises; the release in, on or about the Premises of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous or toxic substance, except for those substances that are present on the Premises at the time of Grantor's acquisition thereof; or other

injury or other damage occurring on or about the Premises, unless such injury or damage is caused by the Town or any agent, trustee, employee or contractor thereof. In the event that Grantor is required to indemnify the Town pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Premises; provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien or mortgage or deed of trust given in connection with a promissory note secured by the Premises.

**18. Evidence of Compliance.** Upon request by Grantor, the Town shall promptly furnish Grantor with certification that, to the best of the Town's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Agreement to the extent of the Town's knowledge thereof.

**19. Title: Authority.** Grantor hereby represents, covenants and warrants as follows:

(a) Grantor (i) is a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by Grantor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation or any order of any court or any agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Grantor is a party or by which it or the Premises is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) Grantor will, at the time of execution and delivery of this Agreement, have good and marketable title to the Premises free and clear of any monetary lien or encumbrance. Grantor represents and warrants that it is obtained the consent of all existing mortgagees of the Premises to the execution and recording of this Agreement and to the terms and conditions hereof, and the subordination of all existing mortgages to this Agreement, and that all such consents and subordinations are attached hereto and made a part hereof.

**20. Interpretation.** Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Agreement, and this instrument shall be interpreted broadly to effect its purpose and the transfer of rights and the restrictions on use herein contained.

**21. Severability.** In case any section, paragraph or part of this Agreement shall be for any reason declared invalid by any court, every other section, paragraph and part shall continue in full force and effect.

**22. Entire Agreement.** Any prior or simultaneous correspondence, understandings, agreements, and representations with respect to the preservation of the Building and the Premises shall be null and void upon execution hereof, unless a) set out in this Agreement, or b) required as part of any governmental approval or funding from the

Town of Concord or its agencies or boards, or c) in a separate document recorded with the Middlesex South Registry of Deeds

**23. Amendment.** If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and the Town may by mutual written agreement jointly amend this Agreement, provided that no amendment shall be made that will adversely affect the qualification of this Agreement, the validity of this Agreement or the status of the Town under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the purpose of this Agreement; shall not affect the duration of this Agreement or the priority hereof for title purposes; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, cultural and historic values protected by this Agreement. Nothing in this paragraph shall require Grantor or the Town to agree to any amendment or to consult or negotiate regarding any amendment.

**24. Extinguishment.** Grantor and the Town hereby acknowledge that there are certain circumstances that may warrant extinguishment of the Agreement. Such circumstances may include, but are not limited to, partial or total destruction of the Building resulting from casualty. In addition, Grantor and the Town specifically agree that, the Agreement shall automatically be extinguished upon a transfer of the Premises to the United States of America.

**25. Authority.** Grantor hereby warrants and represents to the Town that the individual who is signing this Agreement on behalf of Grantor has been duly authorized to execute this document and to grant the restrictions set forth herein.

**26. Compliance with Law.** Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor shall promptly notify the Town of such conflict and shall co-operate with the Town and the applicable governmental entity to accommodate the purposes of both this Agreement and such ordinance or regulation.

**27. Notice from Government Authorities.** Grantor shall deliver to the Town copies of any notice or violation or lien relating to the Premises received by Grantor from any government authority other than the Town within ten (10) days of receipt by Grantor. Upon request by the Town, Grantor shall promptly furnish the Town with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

**28. Notice of Proposed Sale.** Grantor shall promptly notify the Town in writing of any proposed sale of the Premises and provide the opportunity for the Town to explain the terms of this Agreement to potential new owners prior to a sale closing.

**29. Liens.** Any lien on the Premises created pursuant to any paragraph of this Agreement may be confirmed by judgment and foreclosed by the Town.

**30. Enforcement.** The Town may designate some or all of its enforcement rights hereunder to the Concord Historical Commission or other municipal boards or commissions identified by the Town from time to time.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Agreement to be executed, sealed and delivered; and the Town has caused this instrument to be accepted, sealed and executed.

SAVE OUR HERITAGE, INC.

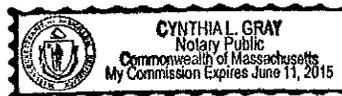
By: Neil Rasmussen  
Its: President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, SS

On this 15<sup>th</sup> day of May, 2009, before me, the undersigned notary public, personally appeared Neil Rasmussen of Save Our Heritage, Inc., proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose as President of Save Our Heritage, Inc.

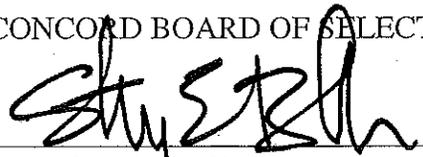
Cynthia L. Gray  
Notary Public:  
My Commission Expires:



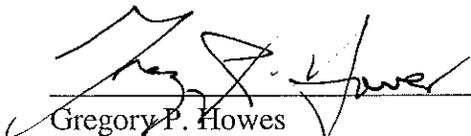
GRANTEE: CONCORD BOARD OF SELECTMEN

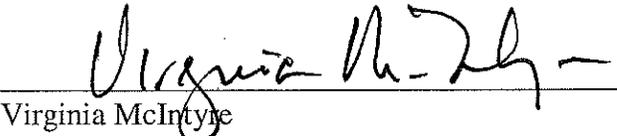
The foregoing Agreement is hereby approved and accepted by the Board of Selectmen of the Town of Concord this 1 day of JUNE, 2009.

CONCORD BOARD OF SELECTMEN

  
\_\_\_\_\_  
Stanly E. Black, Chair

\_\_\_\_\_  
Jeffrey S. Wieand, Clerk

  
\_\_\_\_\_  
Gregory P. Howes

  
\_\_\_\_\_  
Virginia McIntyre

  
\_\_\_\_\_  
Elise Woodward

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, SS

On this 1 day of JUNE, 2009, before me, the undersigned notary public, personally appeared STANLY BLACK, GREGORY HOWES, VIRGINIA MCINTYRE, ELISE WOODWARD, proved to me through satisfactory evidence of identification, which was PERSONAL KNOWLEDGE, to be the persons whose name is signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Board of Selectmen of the Town of Concord.

  
\_\_\_\_\_  
Notary Public:  
My Commission Expires:

 **DOUGLAS MEAGHER**  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
April 16, 2015

## EXHIBIT A

### RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph 3.1 of the terms of the Agreement, which deals with interior or exterior alterations to the Colonel James Barrett Farm House. Under this section, permission of the Town of Concord is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Town review.

In an effort to explain what constitutes a minor alteration and what constitutes a major alteration, which must be reviewed by the Town, the following list has been developed. This is not a comprehensive list, and is provided for illustrative purposes only. It is only a sampling of some of the more common alterations that may be contemplated by building owners. In the event of a conflict between these Guidelines and the Agreement, the Agreement shall control.

It is the responsibility of the property owner to notify the Town in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

#### PAINT

Minor – Hand scraping and repairing of non-decorative and non-significant surfaces as part of periodic maintenance.

Major – Painting or scraping/stripping decorative surfaces or distinctive stylistic features including ornamental woodwork, brick, stone.

#### WINDOWS AND DOORS

Minor – Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major – Wholesale replacement of units; change in fenestration or materials; alterations of profile or setback of windows. The addition of storm windows is also considered a major change.

#### EXTERIOR

Minor – Spot repair of existing siding and roofing including in-kind replacement of clapboards, shingles, etc.

Major – Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor – Repair of existing systems.

Major – Installing or upgrading systems which will result in exterior appearance changes (i.e. disfigured walls, exposed wiring, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction, such changes must be reviewed by the Town and their impact on the historic integrity of the premises assessed.

The intent of the preservation restriction is to enable the Town to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Town will attempt to work with the property owners to develop mutually satisfactory solutions that are in the best interests of the property.

