

Affected Premises:

**317 Garfield Road
Concord, MA 01742**

HISTORIC PRESERVATION PLAN

Thomas Mott Shaw Estate

The parties to this Historic Preservation Plan (this "Plan") are Joyce M. Lawrence, of 317 Garfield Road, Concord, Massachusetts 01742 (with her successors and assigns, "Grantor"), and the Town of Concord (the "Town"), a Massachusetts municipal corporation with an address of 141 Keyes Road, Concord, Massachusetts 01742.

WHEREAS, Grantor is the owner in fee simple of a certain real property with improvements thereon located at 317 Garfield Road, Concord, MA 01742, known as the Thomas Mott Shaw Estate, listed on the National Register of Historic Places # 87001295, as more particularly described in a deed recorded with the Middlesex County Registry of Deeds (the "Registry") in Book 50340, Page 486, and as further described on Exhibit A, attached hereto and incorporated herein (the "Premises");

WHEREAS, the Premises are improved with two dwellings: the 2-1/2 story main house, and an accompanying carriage house (together, the "Buildings"), each of which is listed on the National Register of Historic Places; and

WHEREAS, Pursuant to Section 6.3.3 of the Concord Zoning Bylaw, the Concord Zoning Board of Appeals approved a Special Permit, dated February 22, 2018 and recorded with the Registry at Book 70756, Page 280, (the "Special Permit") for the division of land into two or more building lots so that one of the lots contains "reduced frontage, lot width, lot area and/or side and rear yard setback," provided that an historic structure remains on one of the subdivided lots, as further described in and subject to the terms and conditions of the Special Permit; and

WHEREAS, Grantor wishes to divide the Premises into two lots, at the same time preserving the two historic Buildings as contemplated by the Special Permit (the "Division"); and

WHEREAS, in connection with the approval of the Division, the Special Permit requires, and Grantor wishes to impose, certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection and preservation of the Buildings on the Premises in order to protect the architectural and historical integrity thereof; and

WHEREAS, the Buildings' preservation values are documented in a set of photographs, the National Register of Historic Places Registration Form, and the Massachusetts Historical Commission Form B, incorporated herein by reference (the "Baseline Documentation"), which

the parties agree provide an accurate representation of the Buildings as of the effective date of this grant. Copies of the Baseline Documentation are attached hereto as Exhibit B.

WHEREAS, the preservation of the Buildings is important to the public for the enjoyment and appreciation of its cultural, architectural and historical heritage and will serve the public interest; and

WHEREAS, the Town is a government body interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Concord and is authorized to accept preservation restrictions under Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the "Act"); and

WHEREAS, the Concord Historical Commission (the "Commission") is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the Town.

NOW, THEREFORE, for good and valuable consideration, Grantor conveys to the Town the following restrictions which shall apply to the Premises and the Buildings in perpetuity, unless released pursuant to the provisions of the Act or pursuant to the provisions set forth herein. These restrictions are set forth so as to insure the preservation of the Buildings which contribute to the architectural and historical integrity of the Premises.

The terms of the Plan are as follows:

1. Historic Preservation Plan.

(a) Repair and Maintenance. Grantor, at its sole cost and expense, shall maintain and repair the Buildings and the Premises in a sound structural condition and in a manner consistent with the Baseline Documentation. The Town does not assume any obligation for maintaining, repairing or administering the Building or the Premises.

(b) Building Alterations. Except in the case of emergency to prevent further damage to the Buildings, which emergency work shall be subject to subsection (d), below, Grantor shall not make any material exterior structural or visual modification to the Buildings, nor any material modification to the footprint of the Buildings, without the prior express written approval of the Town, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the following modifications to the Buildings, shall not be considered "material exterior structural or visual modifications" and shall not require the approval of the Town, so long as such modifications to the exterior of the Building are consistent with the Baseline Documentation and historical character of the Buildings, and that the Grantor uses in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being modified, for the purpose of

retaining in good condition the appearance and construction of the exterior of the Buildings:

- (i) any exterior modification for which a building permit from the Town is not required;
 - (ii) repair or replacement of windows, gutters, or doors;
 - (iii) exterior paint modifications consistent with the requirements of this Section 1(a); and
 - (iv) exterior repair, replacement or modification of the foundations or footings of the Buildings which do not materially modify the footprint of the Buildings.
- (c) Prohibited Activities. The following activities are expressly prohibited, except as expressly provided in this Plan or otherwise authorized by the Town:
- (i) Alterations to the Buildings that are inconsistent with the requirements of Section 1(b), above;
 - (ii) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials;
 - (iii) Demolition or relocation of the Buildings; and
 - (iv) New construction at the Premises that is inconsistent with the Baseline Documentation or the Buildings' preservation values.
- (d) Emergencies. In a case of emergency necessitating work at or alterations to the Buildings or Premises otherwise prohibited by this Plan, Grantor shall promptly notify the Town in writing (but in no event later than seven (7) days after such emergency), 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 Buildings or to protect public safety shall be undertaken by Grantor without the Town's prior written approval. Any repairs or restoration work other than temporary emergency work shall be subject to the terms and provisions of Section 18, below.

2. Garages, Sheds and Outbuildings. Nothing herein shall prevent the Grantor from constructing garages, sheds and other outbuildings on the Premises, provided that any such garage, shed or outbuilding does not impair the Buildings' preservation values, and shall be subject to the approval of the Town prior to construction, which approval shall not be unreasonably withheld or delayed.

3. Review of Grantor's Requests for Approval. Within thirty (30) days of written request for approval hereunder, the 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 the Town shall provide

Grantor with written findings and rulings upon which denial was based and suggestions for modification or a written explanation for the Town's disapproval. Any failure by the Town to act within thirty (30) days of Grantor's written request for approval shall be deemed to constitute approval by the Town of the request as submitted and to permit Grantor to undertake the proposed activity in accordance with request submitted.

4. Inspection. The Town has the right to inspect the Premises on an annual basis to determine whether the Grantor is in compliance with the terms of this Plan. Prior to any such access, the Town shall provide the Grantor with at least fourteen (14) days' prior written notice to Grantor. The Town shall have the right, with its agents and representatives, to enter the Premises at reasonable times and in a reasonable manner for the sole purpose of inspecting the exterior of the Buildings to determine compliance with this Plan.

5. Legal Remedies of the Town. The Town may, after thirty (30) days' prior written notice to Grantor, seek all available legal and equitable remedies to enforce this Plan, including, without limitation, by injunction or other equitable or legal proceedings. The Town's rights hereunder shall include the right to require the Grantor at its cost to restore the Buildings to their original condition prior to the violation. Provided that a violation of this Plan is determined by a court of competent jurisdiction to have occurred, Grantor shall reimburse the Town all reasonable costs and expenses, including attorneys' fees and expert fees, incurred in enforcing this Plan. Nothing herein shall impose upon the Town any affirmative obligation or liability relating to the condition of the Premises. Failure by the Town to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

6. Assignment. The Town may, at its discretion without prior notice to Grantor, convey, assign or transfer this Plan to a unit of federal, state or local government or to a charitable corporation or trust that is a charitable corporation or trust qualified under the Act, whose purposes include preservation of buildings or sites of historical significance. The Town's rights under this Section 6, include, without limitation, the right, pursuant to M.G.L. c. 40 §8D, to delegate to the Commission the authority to administer this Plan on behalf of the Town, which delegation may be revoked by the Town at any time in its discretion.

7. Term of Plan; Binding Effect and Release.

(a) The obligations imposed by this Plan shall be deemed to run as a perpetual binding servitude with the Premises. Grantor agrees that this Plan shall be considered an "other restriction held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30.

(b) This Plan shall extend to and be binding upon Grantor, the Town and the Commission, their respective successors in interest and all persons hereafter claiming under or through Grantor, the Town and the Commission, and the words "Grantor," "Town" and the "Commission" when used herein shall include all such persons. Any right, title, or interest herein granted to the Town or Commission also shall be deemed

granted to each successor and assign of the Town or Commission and each such following successor and assign thereof, and the words "Town" or "Commission" shall include all such successors and assigns.

(c) Anything contained herein to the contrary notwithstanding, a prior owner of the Premises shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer.

(d) The restrictions, stipulations, and covenants contained in this Plan shall be incorporated by Grantor, 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 hereof, including by way of example and not limitation, a lease of all or a portion of the Premises, but excluding any lease with a term of fewer than ninety (90) days.

8. Written Notice. Any notice which either Grantor or the Town may desire or be required to give to the other party shall be in writing and shall be delivered to the addresses set forth above by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery. Each party may change its address set forth herein by a notice to such effect to the other party.

9. Validity and Severability. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan.

10. Notice from Government Authorities. Grantor shall deliver to the Town copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within ten (10) days of receipt by Grantor. Grantor shall use diligent efforts to remove any such lien or violation within thirty (30) days of such original notice and shall promptly provide the Town with evidence of Grantor's compliance.

11. Mortgage Subordination. The Premises are subject to a mortgage, recorded with the Registry at Book 50338, Page 1 (the "Mortgage"). Prior to recording this Plan, Grantor agrees to record a subordination agreement pursuant to which the Mortgage shall be subordinated to this Plan on commercially reasonable terms and conditions that do not adversely affect the purposes of this Plan. Grantor agrees not to enter into or permit any other mortgages, liens or leases affecting the Premises prior in right to this Plan. Nothing in this Section 11 shall preclude the Grantor from granting one or more mortgages upon the Premises, which mortgage(s) shall be subject to this Plan.

12. Amendment. If circumstances arise under which an amendment to or modification of this Plan would be appropriate, Grantor and the Town may by mutual written agreement jointly amend this Plan, provided that no amendment shall be made that will adversely affect the qualification of this Plan, the validity of this Plan under the Act or the status of the Town under any applicable law. Any such amendment shall be consistent with the preservation values of the Buildings and the purpose of this Plan, 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 Plan. Nothing in this shall require the Grantor or Town to agree to any amendment or negotiate regarding any amendment.

13. Recordation. Grantor shall record this Plan with the Registry promptly and provide the Town with a copy of the recorded Plan within fourteen (14) days of the execution hereof.

14. Compliance. No consent or permission granted by the Town under this Plan, whether express or implied, shall be deemed to waive Grantor's obligation to comply with applicable laws, bylaws, rules or regulations.

15. Controlling Law. The interpretation and performance of this Plan shall be governed by the laws of the Commonwealth of Massachusetts.

16. Captions. The captions in this instrument have been inserted solely for convenience of reference. They are not a part of this instrument and shall have no effect upon construction or interpretation.

17. Insurance. Grantor shall maintain property damage insurance, in the amount of at least One Million Dollars (\$1,000,000) for each of the Buildings, against loss from the perils commonly insured under standard fire and extended coverage policies. Grantor shall deliver to the Town, within ten (15) days of Town's written request therefor, certificates of such insurance coverage.

18. Casualty. In the event that the exterior of the Buildings or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify 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 exterior of 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 exterior of the Buildings;
- (b) a determination of the feasibility of the restoration of the exterior of the Buildings and/or reconstruction of damaged or destroyed portions of the exterior of the Buildings; and
- (c) a report of such restoration and/or reconstruction work necessary to return the exterior of the Buildings to the condition existing at the date hereof, or if improvements have been made to the condition existing at the time of completion of said improvements.

If, after reviewing such report and assessing the availability of insurance proceeds referenced in Section 17, Grantor and the Town agree that the purpose of the Plan will be served by such restoration or reconstruction, Grantor and the Town shall establish a schedule under which Grantor shall complete the restoration or reconstruction of the exterior of the Buildings in accordance with plans and specifications consented to by the parties 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 referenced in Section 17, Grantor and the Town agree that restoration or reconstruction of the Buildings is impractical or impossible, or agree that the purpose of the Plan would not be served by such restoration or reconstruction, Grantor may, with prior written consent of the Town, alter, demolish, remove or raze the Building and/or construct new improvements on the Premises, and Grantor and the Town may agree to extinguish this Plan in accordance with the laws of the Commonwealth of Massachusetts.

If, after reviewing the report and assessing the availability of insurance proceeds referenced in Section 17, Grantor and the Town are unable to agree that the purpose of the Plan will or will not be served by such restoration or reconstruction, the matter may be referred by either party to binding arbitration.

Notwithstanding any other provision of this Section 18, the Grantor's obligation to restore the Buildings or any part thereof shall be limited to that work which can be completed using available insurance proceeds referenced in Section 17.

19. Indemnification. Grantor shall indemnify, defend and save the Town and its employees harmless and all those claiming by, under or through the Town from all claims, liability, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of or in connection with Grantor's failure to comply with the terms and provisions of this Plan, excepting therefrom any such claims or losses that arise from the negligent act or omission of the Town, its employees, representatives or contractors.

[Signature Pages Follow]

Signed under seal as of this _____ day of _____, 2019.

GRANTOR:

Joyce M. Lawrence

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss


On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Joyce M. Lawrence, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledge to me that she signed the foregoing or preceding voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

APPROVAL OF PRESERVATION PLAN

The Town of Concord, acting by and through its Historical Commission, hereby approves the foregoing Preservation Plan on this 25th day of October, 2019.

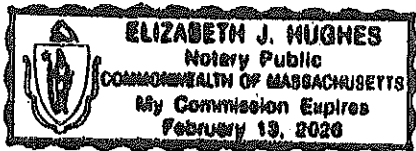
TOWN OF CONCORD,
On Behalf of its Historical Commission

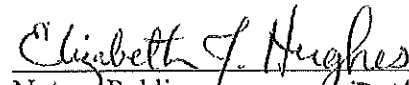

Melissa Saalfield, Chair

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 25th day of October, 2019, before me, the undersigned notary public, personally appeared Melissa Saalfield, Concord Historical Commission Chair, as aforesaid, and proved to me through satisfactory evidence of identification, which was personally known to me to be the person whose name is signed above, and acknowledged to me that she signed the foregoing voluntarily for its stated purpose on behalf of the Town of Concord.




Notary Public: ELIZABETH J. HUGHES
My Commission Expires: 2/13/2026

APPROVAL AND ACCEPTANCE BY THE CONCORD SELECT BOARD

We, the undersigned being a majority of the Select Board of the Town of Concord, hereby certify that any meeting during held on July 1, 2019, the Select Board voted to (i) approve and accept the foregoing Historic Preservation Plan; and (ii) authorize the Concord Historical Commission to enforce the foregoing Historic Preservation Plan under its terms.

TOWN OF CONCORD,
By its Select Board

Uimon
Susan Bates
[Signature]
Frank J. Scobedo

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 31st day of October, 2019, before me, the undersigned Notary Public, personally appeared Michael Lawson, Susan Bates, Jane Hitchcock, Tom Adamey, and Frank Scobedo members of the Concord Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person, whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Concord.



Christopher B. Carody
Notary Public
My Commission Expires November 6, 2020

EXHIBIT A

Legal Description of the Premises

The land with the buildings thereon on the easterly side of Garfield Road in Concord, Middlesex County, Commonwealth of Massachusetts, now known as and numbered 317 on said Garfield Road, shown on a "Plan of the estates of Isabel Lowell, Thomas Mott Shaw & E Royal C. Van Etten, Jr., Concord, Massachusetts" dated June 1951 by Robinson Engineering Inc. recorded with the Middlesex South District Registry of Deeds, Book 7769, Page 50, as containing 9.59 acres, bounded and described as follows:

Beginning at a point in the Easterly sideline of Garfield Road at land now or formerly of George R. Shaw II and Lester Parker Shaw, and running
SOUTHERLY, SOUTHEASTERLY, EASTERLY and NORTHEASTERLY: by a curve to the left having a radius of 21.56 feet, Fifty-seven and 69/100 (57.69) feet to a point of compound curvature; thence running
NORTHEASTERLY and EASTERLY: by a curve to the right having a radius of 231.99 feet, Two Hundred Forty-six and 39/100 (246.39) feet to a point of tangency; thence running
NORTH: 82° 55' 40" East, One Hundred Forty-six and 21/100 (146.21) feet; thence turning and running
NORTH: 00° 26' 35" East, Two Hundred Twenty-four and 93/100 (224.93) feet to land now or formerly of W. Rupert Maclaurin and Horace O. Bright, the last four courses being by land now or formerly of George R. Shaw II and Lester Parker Shaw; thence turning and running
SOUTH: 89° 33' 25" East, Two Hundred Seventy-four and 33/100 (274.33) feet to a drill hole; thence turning and running
NORTH: 71° 09' 35" East, One Hundred Seventeen and 89/100 (117.89) feet to a stake; thence turning and running
NORTH: 08° 13' 20" East, One Hundred Ninety-three and 45/100 (193.45) feet to a point; thence turning and running
NORTH: 88° 51' 40" East One Hundred Ninety-two and 92/100 (192.92) feet to-a point at land now or formerly of Arthur F. Chace, Jr., the last four courses being by said land now or formerly of W. Rupert Maclaurin and Horace O. Bright; thence turning and running
SOUTH: 01° 04' 20" East, Forty (40.00) feet; thence turning and running
EASTERLY and SOUTHEASTERLY: by a curve on the right having a radius of 345.185 feet, Two Hundred Seventy-seven and 61/100 (277.61) feet to a point of tangency; thence running
SOUTH: 44° 59' 35" East, One Hundred (100.00) feet to a point of tangency; thence running
SOUTHEASTERLY and SOUTHERLY: by a curve to the right having a radius of 132.37 feet, Ninety-eight and 06/100 (98.06) feet to a point of tangency; thence running
SOUTH: 02° 33' 05" East, Four Hundred Thirty-two and 30/100 (432.30) feet to land now or formerly of Isabel Lowell, the last five courses being by said land now or formerly of Arthur F. Chace, Jr.; thence turning and running
NORTH: 82° 15' 25" West, One Hundred Fifty-five and 01/100 (155.01) feet to a stake; thence turning and running

NORTH: 76° 20' 40" One Hundred Eighty-five and 14/100 (185.14) feet to a stake; thence turning and running

NORTH: 41° 59' 10" West, For Hundred Thirty-four and 43/100 (434.43) feet to a stake; thence turning and running

SOUTH: 64° 09' 55" West, Thirty-four and 28/100 (34.28) feet to a point of tangency; thence running

SOUTHWESTERLY: by a curve to the left having a radius of 592.67 feet, One Hundred Fifty-three and 81/100 (153.81) feet to a point of compound curvature; thence running

SOUTHWESTERLY and WESTERLY: by a curve to the right having a radius of 77.91 feet, Ninety-seven and 11/100 (97.100) feet to a point of tangency; thence running

SOUTH: 82° 55' 40" West, Two Hundred Fifty-nine and 47/100 (259.47) feet to a point of tangency; thence running

WESTERLY and SOUTHWESTERLY: by a curve to the left having a radius of 191.99 feet, Two Hundred Three and 91/100 (203.91) feet to a point of compound curvature; thence running

SOUTHWESTERLY: by a curve to the right having a radius of 131.94 feet, Fifty and 26/100 (50.26) feet to a point of compound curvature; thence running

SOUTHWESTERLY and SOUTHERLY: by a curve to the left having a radius of 46.87 feet, Fifty-two and 73/100 (52.73) feet to the Easterly sideline of Garfield Road, the last ten courses being by said land now or formerly of Isabel Lowell; thence turning and running

NORTH: 20° 34' West by the Easterly sideline of Garfield Road, One Hundred Thirteen and 07/100 (113.07) feet to the point of beginning.

Excluding therefrom, however, the land with the buildings thereon situated easterly of said Garfield Road

- and shown as Lot-A containing 80,048-square feet on "Plan of Land in Concord, Mass. showing Proposed Water Easements Over Land of Franklin R. and Sarah Q. Johnson and Duncan Edmands" dated October 18, 1971, by David W. Perley, C.E., recorded with said Deeds, Book 12107, Page 612.

EXHIBIT B
Baseline Documentation
[See Attached]

EXHIBIT B

Baseline Documentation

[See Attached]

- i. National Register of Historic Places Registration Form
- ii. Massachusetts Historical Commission Form B – Con.297
- iii. Listing Photographs from Realtor.com posted November 2018
- iv. Site Visit Photographs February 2019