

PRESERVATION RESTRICTION AGREEMENT

Between

THE TOWN OF CONCORD

and

FIRST PARISH IN CONCORD

THIS PRESERVATION RESTRICTION AGREEMENT (“Restriction”) is made this ____ day of _____, 2025, by and between the FIRST PARISH IN CONCORD, a Massachusetts religious (Chapter 180) entity, of 20 Lexington Road, Concord, Massachusetts 01742 (hereinafter “Grantor”) and the TOWN OF CONCORD, a Massachusetts municipal corporation, acting by and through its Historical Commission pursuant to M.G.L. c. 40 § 8D, with an address of Town Hall, 22 Monument Square, Concord, Massachusetts 01742 (hereinafter the “Town”).

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property and the improvements thereon located at 6 Lexington Road in Concord, Middlesex County, Massachusetts (hereinafter “the Grantor’s Property”), more particularly described in a deed dated June 1885 and recorded with the Middlesex South District Registry of Deeds in Book 1712, Page 119, as described in Exhibit A attached hereto and incorporated herein. The portion of Grantor’s Property that is subject to this Restriction (said portion hereinafter the “Premises”) is shown on plan entitled “Preservation Restriction Plan, Concord, Massachusetts” dated June 23, 2025 prepared by Dillis & Roy Civil Design Group recorded with the Middlesex South District Registry of Deeds in Plan Book _____, Page _____, a reduced copy of which is attached hereto as Exhibit B and incorporated herein. Said Premises includes the following structure:

a wood-frame, two story structure known as Wright Tavern, built in 1747 by Ephraim Jones, who operated it until 1751. At the dawn of the American Revolution in April 1775, it was managed by Amos Wright, whose name it has borne ever since (hereinafter “the Building”);

WHEREAS, the Building stands as a highly significant reminder of Concord’s role in the American Revolution, and illustrates aesthetics of craftsmanship and setting, and possesses integrity of materials and workmanship;

WHEREAS, the Building and Premises were designated a National Historic Landmark on January 20, 1961, are included in the American Mile Historic District established by the Town of

Concord on March 6, 1961, were individually listed in the National Register of Historic Places on October 15, 1966, are a contributing resource to the Concord Monument Square – Lexington Road Historic District listed in the National Register of Historic Places on September 13, 1977, and as a result of the foregoing are listed in the State Register of Historic Places;

WHEREAS, the Building and Premises are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31, 32 and 33 (hereinafter, the “Act”);

WHEREAS, the Town is authorized to accept and hold preservation restrictions to protect properties significant in local, state or national history under the provisions of the Act;

WHEREAS, the Town is a Massachusetts municipal corporation, acting by and through its charter, qualified to hold preservation restrictions under the Act;

WHEREAS, preservation of the Building in its current state will contribute to the preservation and maintenance of the scale and character of this nationally significant and historic part of Concord for the enjoyment of the general public;

WHEREAS, from time to time, the Grantor will need to make repairs maintenance and improvements to both the interior and exterior of the Building in order to preserve the accessibility, safety, energy-use efficiencies, programs and compliance to appropriate codes;

WHEREAS, it is the policy of the Town and the Commonwealth of Massachusetts (as shown by the Community Preservation Act and bylaws authorizing owners to create preservation restrictions) to encourage preservation of historic properties;

WHEREAS, Grantor and the Town recognize the architectural, historic and cultural values (hereinafter “preservation values”) and significance of the Building, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building;

WHEREAS, the Building’s preservation values are documented in a series of reports, drawings and photographs (hereinafter the “Baseline Documentation”) incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building and Premises as of such date of this Restriction;

WHEREAS, the Baseline Documentation consists of the following exhibits:

Exhibit A – Legal Description of the Property;

Exhibit B - Legal Description of the Premises;

Exhibit C – Survey of Wright Tavern prepared by Lynne Spencer, Spencer Preservation Group, Preservation Architects, dated April 19, 2022, with annotated floor plans and photographs attached (“the Spencer Survey”); and

Exhibit D - Photographs of the Exterior and Interior of the Building and Premises, prepared by Spencer Preservation Group, taken between March 1 and April 15, 2022;

WHEREAS, the grant of a preservation restriction by the Grantor to the Town on the Building will assist in preserving and maintaining the Building and Premises and its architectural, historic and cultural features for the benefit of the people of the Town, 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 preservation restriction in perpetuity on the exterior of the Building and Premises and those parts of the interior of the Building designated in the Spencer Survey (the “designated parts of the interior”) pursuant to the Act;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the Act, Grantor does hereby voluntarily grant and convey unto the Town this Restriction in perpetuity on and over the exterior of the Building and the Premises and on designated parts of the interior of the Building.

1. PURPOSE

1.1 **Purpose.** It is the purpose of this Restriction to protect the public investment in the preservation of the Building to assure that the features and characteristics that embody the architectural, historic, and cultural significance of the exterior of the Building and Premises and designated parts of the interior of the Building will be retained and maintained forever substantially in their current condition for conservation and preservation purposes, and to prevent any change to the exterior of the Premises and Building and designated parts of the interior of the Building that will significantly impair or interfere with the preservation values of the Building and the Premises.

2. GRANTOR’S COVENANTS

2.1 **Grantor’s Covenant to Maintain.** Pursuant to the requirements of this Restriction, Grantor agrees at all times to maintain the exterior of the Building and the designated parts of the interior of the Building in sound structural condition and a good state of repair in at least the same structural condition and state of repair as that existing on the date of this Restriction (subject to the last sentence of this section), in accordance with the terms of this section (allowing for historically accurate restoration that may be made from time to time). It is Grantor’s intent that the exterior of the Building and designated parts of the interior of the Building shall be maintained in a physical appearance and composition that is as close to its current appearance and composition as is reasonably possible. Grantor’s obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building and designated parts of the interior of the Building in sound structural condition and a good state of repair. Subject to the casualty provisions of Sections 7 and 8, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with *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 (hereinafter the “Secretary’s Standards”). Grantor shall conduct routine inspections not less than annually and repair as needed all Building components including brick masonry, metal grilles, railings and fences, roofing, dormers and flashings, gutters and downspouts, all woodwork including sheathing, cornices,

doors, windows, trim and spandrel panels, glass, paint and caulking. The Town does not assume any obligation for maintaining, repairing or administering the Building. Grantor further agrees at all times to maintain the exterior of the Building and the designated parts of the interior of the Building or Premises in at least the same structural condition and state of repair as that existing at the time of completion of the Community Preservation Committee funded preservation work.

2.2 **Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Premises, except as otherwise conditioned in this section:

(a) the Building or any part thereof shall not be demolished, removed, or razed (by affirmative action or through neglect or failure to repair and maintain) except as provided in Sections 7 and 8;

(b) no additional aboveground utility transmission lines may be created by the Grantor on the Premises;

(c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises, except as reasonably required on a temporary basis for proper maintenance and repair of the Building and the Premises;

(d) no camping accommodations, mobile homes, or cell towers shall be erected or placed on the Premises. Any other building structures shall be constructed in accordance with all applicable laws, including, without limitation, zoning by-laws and local historic district by-laws; and

(e) no barrier shall be constructed, erected or allowed to grow on the Premises which would impair the visibility from the street of the Premises or the Building without the prior written approval of the Town, to be granted or withheld in its sole and absolute discretion.

3. GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval of the Town.

(a) Grantor shall not make any changes to the exterior of the Building or the designated parts of the interior of the Building, including without limitation, the alteration, partial removal, construction, remodeling, or other physical or structural change, any change in material or color, or any change to the footprint, size, mass, ridgeline, appearance, materials, windows, exterior cladding, foundation, chimneys, exposed heating, ventilating or air conditioning equipment, and rooflines of the Building, and removal or replacement of any character-defining features, such as doors and surrounds and cornice trim or other decorative or structural exterior features of the Building or any elements attached thereto, and any permanent substantial topographic changes to the Premises including solar arrays are expressly forbidden on, over, or under the Premises without the prior express written approval of the Town, which may be withheld or conditioned in the Town's sole and absolute discretion. Landscaping on the Premises shall be subject to the prior written approval of the Town, not to be unreasonably withheld, conditioned or delayed. Activities of the Grantor to maintain the exterior of the Building and designated parts of the interior of the Building which are intended to be performed in accordance with the provisions of Section 2.1, and which are of a minor nature, shall not require the prior approval of the Town. In addition, the

erection of any external signs or external advertisements on the Building or the Premises shall be subject to all zoning by-laws and local historic district by-laws now or hereafter existing.

(b) **Review of Grantor's Requests for Approval.** Should Grantor wish to exercise the conditional rights set out or referred to in Section 3.1(a) above, Grantor shall submit to the Town for the Town's approval, two (2) copies of information (including without limitation plans, specifications and designs, and a Concord Historic Districts Commission application and materials where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Town a timetable for the proposed activity sufficient to permit the Town to monitor such activity. Within sixty (60) days of the Town's receipt of any plan or 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 suggestions for modification or a written explanation for the Town's disapproval. Any failure by the Town to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the 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, so long as the request sets forth the provisions of this section relating to deemed approval after passage of time, and provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

3.2 **Conditional Rights Requiring Approval of the Massachusetts Historical Commission; Archaeological Activities.** The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur on the Premises only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Town and the State Archaeologist of the Massachusetts Historical Commission (Massachusetts General Laws, chapter 9, section 27C, 950 C.M.R. 70.00).

4. STANDARDS FOR REVIEW

4.1 **Standards for Review.** In exercising any authority created by this Restriction to inspect the Premises; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Town shall apply the Secretary's Standards. If the Secretary's Standards are revoked, then the most recent version of the Secretary's Standards, as the case may be, shall apply to this Restriction as if such version had not been revoked unless the revoked Secretary's Standards are replaced by successor standards, in which event such successor standards shall apply.

5. PUBLIC ACCESS

5.1 **Public Access.** For each calendar year beginning on or after January 1, 2025, the parties shall, on or prior to the expiration of the preceding calendar year, mutually agree upon public access to the Building. In the event that an agreement cannot be reached with respect to a calendar year, the first floor of the Building shall be open to the general public no less than twelve (12) days, at dates and times reasonably convenient for public access, such dates and times to be chosen by Grantor. Grantor may allow, from time to time, administrative, storage and other uses of the other floors of the Building, including leases to third-party tenants. Grantor shall provide to the Town with reasonable advance notice the dates and times when the Building will be open to

the general public. Grantor shall, by January 30 of each year, publish and provide to the Town an annual report regarding public access to the Building. The report shall include the dates and times of public access for the preceding calendar year and a projected schedule of dates and times of public access for the current calendar year.

6. GRANTOR'S RESERVED RIGHTS

6.1 **Grantor's Reserved Rights Not Requiring Further Approval of the Town.** Subject to the terms and provisions of Sections 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Premises are permitted by this Restriction and by the Town without further approval by the Town:

(a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the preservation values of the Building and Premises; and (iii) are not inconsistent with the purpose of this Restriction; including, without limitation, events and activities related to a church and community center (e.g., religious education classes, meetings of church groups, and social events);

(b) pursuant to the provisions of Section 2.1, the right to maintain and repair the exterior of the Building and designated parts of the interior of the Building according to the Secretary's Standards;

(c) subject to the Town's approval and all zoning by-laws and local historic district by-laws now or hereafter existing, the right to construct permanent or temporary signage to promote the public awareness and access to the Building, any programs conducted at the Building, including fulfilling agreements with the Town and any relevant committees. Any such signage will be in keeping with the historical style and scale of the Building;

(d) the right to make "Minor" modifications to the exterior of the Building;

(e) the right to make "Minor" modifications to the designated parts of the interior of the Building, and the right to make changes of any kind to all other parts of the interior of the Building that do not affect (i) the structural integrity of the Building and (ii) the characteristics that contribute to the architectural, archaeological, or historical integrity of the exterior of the Building;

(f) subject to the Town's prior written approval, the right to build additional structures on the Premises, provided however that any such change, addition, or new structure shall comply with the Grantor's Covenants set forth in Section 2.2; and

(g) the right to provide and maintain a plaque on the Premises giving notice of the historical significance of the Building, subject to the Town's approval, which approval shall not be unreasonably withheld.

7. CASUALTY DAMAGE OR DESTRUCTION

7.1 **Casualty Damage or Destruction.** In the event that the Building or any part thereof shall suffer damage or destruction by fire, flood, windstorm, hurricane, earth movement,

or other casualty, Grantor shall promptly notify the Town in writing (but in no event later than seven (7) days after such casualty), such notification including what, if any, emergency work has already 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 the Town's prior written approval. Within sixty (60) days of the date of damage or destruction, Grantor, if required by the Town, at its expense shall submit to the Town a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and the Town, which report shall include the following:

- (a) an assessment of the nature and extent of the damage to the exterior and interior of the Building;
- (b) a determination of the feasibility of the repair and restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the exterior or designated parts of the interior of the Building to the condition existing as of the date hereof, or as restored in accordance with the terms of this agreement.

8. REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION

8.1 Review After Casualty Damage or Destruction.

(a) If, after reviewing the report provided in Section 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 9, the Town determines, in its sole discretion, that the purpose of this Restriction will be served by such restoration/reconstruction of the Building to the condition that it is in as of the date of this Restriction, Grantor and the Town shall establish a schedule under which Grantor shall complete the restoration/reconstruction 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 Grantor.

(b) If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 9, Grantor and the Town agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the purpose of this Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Town, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Premises. Grantor and the Town may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Section 21.1 hereof.

(c) If, after reviewing the report and assessing the availability of insurance proceeds, Grantor and the Town are unable to agree that the purpose of this Restriction will or will not be served by such restoration /reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, and regulations.

9. INSURANCE

9.1 **Insurance.** Grantor shall keep the Building insured by an insurance company rated “A” or better by A.M. Best for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage, which policy shall be endorsed to include the Town as an additional insured. 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 except for a standard deductible. Grantor shall deliver to the Town, upon the execution and recording hereof, certificates of such insurance coverage naming the Town as loss payee and additional insured and requiring not less than thirty (30) days’ prior written notice to the Town before expiration or termination of any such policy. Grantor shall provide the Town replacement certificates of insurance satisfying the terms and conditions of this Section 9 at least fifteen (15) days prior to the expiration or termination of any such policy or as otherwise required by the Town. Provided, however, that whenever the Premises is encumbered with a mortgage or deed of trust, nothing contained in this section shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds, less any amounts owed to the Town pursuant to Section 8 above in the case of a casualty in which the Building is not repaired or restored, which amounts shall be senior to any such mortgage.

10. **INDEMNIFICATION**

10.1 **Indemnification.** Except for any instance of negligence or willful misconduct on the part of the Town or the Town’s agent, director, officer, employee, or independent contractor, the following shall apply: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Town, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney’s fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of injury, death or other damage occurring on or about the Premises; unless such injury, death or damage is caused by the Town or any agent, director, officer, employee, or independent contractor of the Town. In the event that Grantor is required to indemnify the Town pursuant to the terms of this section, the amount of such indemnity, until discharged, shall constitute a lien on the Premises.

11. **TAXES**

11.1 **Taxes.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, the Town is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Premises. The Town may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such

bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by the Town shall constitute a lien on the Premises.

12. **WRITTEN NOTICE**

12.1 **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 by one of the following methods – by overnight courier postage prepaid, registered or certified mail with return receipt requested, or hand delivery;

If to Grantor:

First Parish in Concord
20 Lexington Road
Concord, MA 01742
Attn: Senior Minister

With a copy to:

First Parish in Concord
20 Lexington Road
Concord, MA 01742
Attn: Chairperson of the Standing Committee
If to the Town:

Concord Historical Commission
Town Hall
22 Monument Square
Concord, MA 01742
Attn: Chair, Concord Historical Commission

with a copy to:

Town of Concord
Town Hall
22 Monument Square
Concord, MA 01742
Attn: Town Manager

Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, MA 02109
Attn: Concord Town Counsel

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

13. EVIDENCE OF COMPLIANCE

13.1 **Evidence of Compliance.** Upon request by the 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 Restriction to the extent of the Town's knowledge thereof.

14. INSPECTION

Inspection. The Town or representatives of the Town shall be permitted at reasonable times and upon reasonable notice to Grantor to enter on and inspect the Building and Premises to determine whether Grantor is in compliance with the terms of this Restriction.

15. TOWN'S REMEDIES

15.1 **Town's Remedies.** The Town may, following prior written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Building required under this Restriction. The Town shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations or is otherwise liable under this Restriction, Grantor shall reimburse the Town for any reasonable costs or documented expenses incurred in connection with the Town's enforcement of the terms of this Restriction, including without limitation all reasonable court costs, and attorney, architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse the Town pursuant to the terms of this section, the amount of such reimbursement until discharged, shall constitute a lien on the Premises.

Exercise by the Town of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. NOTICE FROM GOVERNMENT AUTHORITIES

16.1 **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 five (5) 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.

17. NOTICE OF PROPOSED SALE

17.1 **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 sale closing.

18. BINDING EFFECT

18.1 **Runs with the Land.** Except as provided in Sections 8 and 21.1, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Restriction and all of the covenants, agreements and restrictions contained herein shall be deemed to be a preservation restriction as that term is defined in M.G.L. c. 184, § 31 and as that term is used in M.G.L. c. 184, §§ 26, 31, 32 and 33. Grantor shall fully cooperate with the Town in its efforts to obtain any government approvals necessary for the perpetual enforcement of this Restriction, including but not limited to the approval of the Massachusetts Historical Commission as provided under M.G.L. c. 184, § 32. In the event that this Restriction in its current form is not acceptable to the Massachusetts Historical Commission for purposes of said approval, Grantor shall cooperate with the Town in making any and all modifications that are necessary to obtain said approval. To the extent required by applicable law, the Town is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restriction.

This Restriction 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, and the words “Grantor” and “the Town” when used herein shall include all such persons. Any right, title, or interest herein granted to the Town also shall be deemed granted to each successor and assign of the Town and each such following successor and assign thereof, and the word “the Town” shall include all such successors and assigns.

Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Premises, including without limitation a leasehold interest for a term greater than one (1) year.

Anything contained herein to the contrary notwithstanding, an 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. The restrictions, stipulations, and covenants contained in this Restriction shall be inserted 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.

19. ASSIGNMENT

19.1 **Assignment.** The Town may, at its discretion and with prior notice to Grantor, convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, *inter alia*, are the preservation of buildings or sites of historical significance, provided that any such conveyance, assignment, or transfer requires that the purpose for which the Restriction was granted will continue to be carried out.

20. RECORDING AND EFFECTIVE DATE

20.1 **Recording and Effective Date.** Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the Middlesex South Registry of Deeds, and shall transmit evidence of such recording or filing, including the date and instrument number and book and page or registration number of this Restriction, to the Town. Grantor and the Town intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of Middlesex South Registry of Deeds.

21. **EXTINGUISHMENT; CONDEMNATION**

21.1 **Extinguishment.** Grantor and the Town hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Building in a manner consistent with the purpose of this Restriction and necessitate extinguishment of this Restriction. Such circumstances may include, but are not limited to, partial or total destruction of the Building resulting from casualty. Extinguishment must be the result of a judicial proceeding in a court of competent jurisdiction and shall meet the requirements of the Act for extinguishment, including approvals following public hearings by the Town and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of any sale of all or a portion of the Premises (or of any other property received in connection with an exchange or involuntary conversion of the Premises), the proceeds of such sale shall be paid to Grantor.

21.2 **Condemnation.** If all or any part of the Premises is taken under the power of eminent domain, Grantor may commence appropriate proceedings at the time of such taking to recover the full value of Grantor's interests in the Premises that are subject to the taking and all incidental and direct damages resulting from the taking.

INTERPRETATION

Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of this Restriction.

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

This instrument may be executed in two counterparts, and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. One of which may be retained by the Grantor, and the other, after recording, to be retained by the Town. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by the Town shall control.

This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter, and each term

and provision of this Restriction shall be valid and be enforceable to the fullest extent permitted by law. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

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 promptly shall notify the Town of such conflict and shall cooperate with the Town and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

22. AMENDMENT

22.1 **Amendment.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor, and the Town acting by and through its Historical Commission, may by mutual written agreement recorded in the Middlesex South Registry of Deeds, jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of the Town under the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Building and the purpose of this Restriction shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall historic and architectural values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of Middlesex South Registry of Deeds. Nothing in this section shall require Grantor or the Town to agree to any amendment or to consult or negotiate regarding any amendment.

23. TITLE; AUTHORITY

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

Grantor is a duly organized, lawfully existing religious organization in good standing under the laws of the Commonwealth of Massachusetts and Grantor's execution of this Restriction has been authorized by all requisite action on the part of Grantor.

The execution and performance of this Restriction by Grantor (i) will not violate any provision of law, rule or regulation or any order of any court or other agency or governmental body, and (ii) will not violate any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which 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.

Grantor will, at the time of execution and delivery of this Restriction, have good and marketable title to the Premises free and clear of any lien or encumbrance. Grantor represents and warrants to the Town that the Premises is not subject to any mortgages, liens, leases, prior in right to this Restriction.

Grantor shall timely pay all contractors and/or laborers performing work or providing materials for the Building or the Premises so as not to cause or permit any liens, including without limitation mechanics' or materialmens' liens, to be recorded against the Premises. Any such liens recorded against the Premises shall be removed by Grantor or bonded over within thirty (30) days thereafter.

24. PRIOR LIENS

24.1 **Prior Liens.** Grantor represents and warrants to the Town that the Premises is not subject to any mortgages, easements, liens or leases prior in right to this Restriction.

25. FREE EXERCISE OF RELIGION

25.1 **Free Exercise of Religion.** Grantor and the Town agree that nothing contained herein is intended to limit the rights which Grantor may have under the First Amendment to the United States Constitution, Article 46 of the Amendments to the Massachusetts Constitution, and Article 2 of the Massachusetts Declaration of Rights. The parties agree that this Restriction does not impact, otherwise restrict, or restrain Grantor's right to alter, utilize and maintain the Premises in keeping with its religious principles, practices or beliefs, including but not limited to the directions, teachings or requirements as set forth by the First Parish in Concord – Unitarian Universalist or the Principals and Purposes of the Unitarian Universalist Association.

26. GOVERNING LAW

26.1 **Governing Law.** This Restriction shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

THIS RESTRICTION reflects the entire agreement of Grantor and the Town. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Restriction, unto the said Town and its successors and permitted assigns forever. This Restriction may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

Executed under seal as of the date first written above.

Remainder of page intentionally left blank.

The conveyance of this Restriction by the Chair of the Governing Board on behalf of Grantor is authorized pursuant to a vote of Grantor's board dated _____, 2025.

**FIRST PARISH IN CONCORD,
GRANTOR:**

BY: _____
Gib Metcalf,
Chair, Governing Board

By: _____
Leah Russell
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2025

On this ____ day of ____ 2025, before me, the undersigned notary public, personally appeared Gib Metcalf, Chair, Governing Board and Leah Russell, Treasurer, who proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as authorized signatories for the First Parish in Concord.

, Notary Public
My Commission Expires:

ACCEPTANCE OF RESTRICTION

The Historical Commission of the Town of Concord, Massachusetts hereby accepts the foregoing Restriction with First Parish in Concord, as Grantor, and the Town of Concord, as Grantee, with the Concord Historical Commission as its agent.

TOWN OF CONCORD:

By its Historical Commission

By: _____

Name: Doug Ellis

Title: Chair, Duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2025

On this ____ day of ____ 2025, before me, the under signed notary public, personally appeared Doug Ellis, Chair of the Concord Historical Commission who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Chair of the Concord Historical Commission.

, Notary Public

My Commission Expires:

CERTIFICATE OF VOTE
OF THE CONCORD HISTORICAL COMMISSION

[Attach]

**APPROVAL AND ACCEPTANCE BY SELECT BOARD OF
THE TOWN OF CONCORD**

At a meeting held on _____, 2025, the Select Board of the Town of Concord voted to approve and accept the foregoing Restriction with the First Parish in Concord, as Grantor, and the Town of Concord, as Grantee, with the Concord Historical Commission as its agent, pursuant to Massachusetts General Laws, chapter 184, sections 31, 32 and 33, and also hereby certify at said meeting it made a finding that this Restriction is in the public interest.

TOWN OF CONCORD

By its Select Board

By: _____
Name: Mark Howell, Chair

By: _____
Name: Wendy Rovelli

By: _____
Name: Paul Boehm

By: _____
Name: Mary Hartman

By: _____
Name: Cameron McKennitt

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2025

On this ____ day of ____ 2025, before me, the undersigned notary public, personally appeared Mark Howell, Wendy Rovelli, Paul Boehm, Mary Hartman and Cameron McKennitt, Select Board members of the Town of Concord, who proved to me through satisfactory evidence of identification, which were _____, to be the persons whose name are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Select Board members of the Town of Concord.

, Notary Public
My Commission Expires:

**APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing Restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

By: _____
Name: Brona Simon
Title: Executive Director and Clerk,
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2025

On this ____ day of ____ 2025, before me, the undersigned notary public, Brona Simon personally appeared, who proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as, as Executive Director and Clerk of the Massachusetts Historical Commission.

, Notary Public
My Commission Expires:

Schedule of Exhibits

Exhibit A: Legal Description of the Property

Exhibit B: Legal Description of Premises

Exhibit C: Survey of Wright Tavern prepared by Lynne Spencer, Spencer Preservation Group, Preservation Architects, dated April 19, 2022, with annotated floor plans and photographs attached

Exhibit D: Photographs of the Exterior and Interior of the Premises, prepared by Spencer Preservation Group, taken between March 1 and April 15, 2022

EXHIBIT A

Legal Description of the Property

A certain parcel of land near the center of Concord, Massachusetts being an undivided half of the estate known as the Old Wright Tavern estate with the buildings thereon, bounded

Northerly by highway,

Easterly by the highway,

Southerly and Westerly by the Common of the First Parish in Concord.

Being the same premises described in a deed of Ebenezer R. Hoar dated June 27, 1885 and recorded with Middlesex South District Registry of Deeds in Book 1712, Page 119.

For Grantor's title, see also probate of the Estate of Reuben N. Rice, Middlesex Probate Docket No. 19043.

EXHIBIT B

Premises

The land and building shown on plan entitled “Preservation Restriction Plan, Concord, Massachusetts” dated June 23, 2025 prepared by Dillis & Roy Civil Design Group and recorded with the Middlesex South District Registry of Deeds in Plan Book _____, Page _____, a reduced copy of which is attached hereto.

[Attach reduced copy of Plan]

EXHIBIT C

Survey of Wright Tavern

Historic features survey of Wright Tavern prepared by Lynne Spencer, Spencer Preservation Group, Preservation Architects, based on historic fabric inventory prepared by Bill Finch, Finch & Rose, dated April 19, 2022, with annotated floor plan and photographs

The following features shall be preserved in accordance with the building treatment philosophy described in the Historic Structures Report dated 2014 updated with illustrated graphic descriptions dated 2022 and following the guidelines of the Secretary of the Interior's Standards for the Preservation of Historic Structures. The following list of protected elements are keyed to drawings and photographs.

EXTERIOR

Main block:

North, south, east & west walls including cladding; cornice; window opening and trim; and doors and trim Roof and dormers
Chimneys

Single story addition:

South, east and west elevations including cladding; cornice; window opening and trim

West ell:

North, south, and west elevations including cladding; windows openings and trim; and doors and trim Roof and dormer
Chimney

General:

Stone and brick faced foundations of entire structure including the cellar.

Structural frame inclusive of timber posts, girts, summer beams, rafters and purlins, plates and sills.

INTERIOR

Refer to annotated floor plan for room numbers.

FIRST FLOOR

Room 100a (east entry and passage to Stair Hall)

Entry door with strap hinges. Cased girts and posts.

Lath and plaster ceiling.

Wood floorboards beneath the c. 1900 flooring. Door casings to room 101 and 102.

South and north wall: lath and plaster.

Early framing now concealed by 20th century ceiling. Paint evidence on all protected woodwork.

Room 100b (Stair Hall)

Staircase with banister, balusters, newel posts, stair stringer and risers, and wainscot.
Cased girts and posts.
Lath and plaster ceiling.

Room 100 c: (Passage to the Room 108)

East wall, ceiling girt both exposed and concealed by Room 105 wall jogged out for universal access restroom. (Note: west wall is modern)

Room 100 d: (Passage to the Room 109)

North wall, ceiling girt and casing, wood wainscot and chair rail, and baseboard. West end: girt and casing.
(Note: south and west wall are modern)

Room 101 (first floor, northeast room, main block)

North wall: window sash, frames, and jambs; post labeled A and casings; lath and plaster; original girt concealed beneath modern ceiling plaster.
East wall: post labeled A and casing; window sash, frames, and jambs; original girt concealed beneath modern ceiling plaster.
South wall: post labeled A and casing; door labeled C; cabinet labeled B including shelves and backboard. West wall: Fireplace, firebox and hearth; all woodwork, including the fireplace surrounds and overmantel, paneling, crown molding, baseboards.
Lath and plaster, all four walls. Wood floorboards.
Door hinges and latches.
Early framing now concealed by 20th century ceiling. Paint evidence on all protected woodwork.

Room 102 (first floor, southeast room, main block)

Ceiling: summer beam labeled B and casing, and girt labeled A, north wall and casings. North wall: ceiling girt labeled A and post B with casings; door; lath and plaster; baseboard.
East Wall: ceiling girt A; post B, summer beam C and casings; window casings and jamb; baseboard; lath & plaster; baseboard.
South wall: fireplace, firebox, hearth, and chimney breast (curved portion at the ceiling); doors labeled A and B flanking fireplace.
West Wall: summer beam A and casing; girt B and casing. Wood floorboards beneath the c. 1900 flooring.
Early framing now concealed by 20th century ceiling and west wall introduced to create restroom 105 and 106. Paint evidence on all protected woodwork.

Room 103 (first floor, southwest room, main block)

Ceiling: summer beam labeled B; lath and plaster. North wall: not applicable.
East wall: not applicable.
South wall: fireplace mantel and architectrave, outer moldings and boards, chimney breast woodwork, including the cupboard and masonry configuration within, part of the cellar bakery fireplace.
West wall: wood board wainscot; window sash and casings; girt A, posts and their casings, lath and plaster. Wood floorboards beneath the c. 1900 flooring.

Early framing now concealed by 20th century ceiling and the west wall introduced to create restroom 105 and 106.

Paint evidence on all protected woodwork.

Room 104 (first floor, northwest room, main block)

Ceiling: Framing concealed above modern ceiling.

North wall: board wainscot and chair rail, plaster, cased girt and post.

East wall: fireplace, firebox, and hearth; woodwork, including the fireplace mantel, paneling, crown molding, door casings and boards.

South wall: girt labeled B and casing; wainscot and chair rail; lath and plaster.

West wall: girt labeled B and casing; wainscot and chair rail; cupboard, including interior shelves with wainscot and chair rail, and cased post; lath and plaster. Also, evidence suggesting opening to the ell.

Wood floorboards including evidence suggesting former tap room bar in the northwest portion of the room Door to Hall 100b except for glazed openings, and door to 107 with hinges.

Early framing now concealed by 20th century ceiling. Paint evidence on all protected woodwork.

Room 105 (first floor, universal access restroom)

Uncased post in southwest corner to the room.

Early window sash and exterior frame exposed on Room 108 side but concealed by modern wallboard on Room 105 side.

Room 106 (first floor, restroom)

Cased post in the northeast corner of the room.

Room 107 (first floor, north entry)

Ceiling: girt B and casings, lath and plaster.

North wall: entry door with box lock and strap hinges, with 4 lite transom. East wall: door to Room 101.

South wall: closet with casing and door. Wood floorboards.

Early framing now concealed by 20th century ceiling. Paint evidence on all protected woodwork.

Room 108 (first floor, sun porch)

North wall: window sash and casing, outside Room 105 Restroom. Northwest corner, concealed post.

Original southeast corner post in closet abutting room 103.

Room 109 (first floor, west ell)

Ceiling: summer beam and casing, east and west girts. North wall: window openings and casings.

West Wall: window openings.

Paint evidence on all protected woodwork.

SECOND FLOOR

Room 200a (second floor, hallway adjoining room 201 and 202)

Ceiling: summer beam labeled B, girts B, C, D and post C, lath and plaster. Door D and its casings

Room 200b (second floor, hall at staircase)

Girt B and D and casings.

Staircase and related woodwork including railings and balusters, baseboard and skirting, and plaster walls. Post labeled C and casing.

Room 200c (second floor, hallway adjoining rooms 203 and 204)

Not applicable

Room 201 (second floor, northeast room)

Ceiling: girt A and casing, north and east walls; summer beam and casing.

North wall: Posts B and their casings; window jambs and sills; window sashes marked C and D; plaster and lath. East wall: Posts B and casing; window jamb and sills; window sashes marked D; plaster and lath.

South wall: Baseboard

West wall: Door casing A; fireplace and its surround; wall plaster and lath.

Room 202 (second floor, southeast room)

Ceiling: girt A and casing, north and south walls; summer beam and casing, girt B and casing.

North wall: plaster and lath.

East wall: Posts B and casing; window jamb and sills; window sashes marked D; plaster and lath.

South wall: fireplace and mantle; plaster to left of fireplace.

West wall: not applicable.

Room 202a (second floor, adjacent to room 202)

Ceiling: girt A (closet) and B, and casings. North wall: not applicable.

East wall: Post A (but not the casing). South wall: not applicable.

West wall: post A (but not the casing).

Room 203 (second floor, southwest room)

Ceiling: girts A and B; summer beam B and D and casing North wall: not applicable

East wall: Posts B and casing; window jamb and sills; plaster and lath.

South wall: fireplace, firebox, hearth, and mantel; Door A with casings and hinges. West wall: wall plaster; baseboard.

Room 204 (second floor, northwest room)

Ceiling: girts A and AA; summer beam E and casing; plaster and lath. North wall: plaster and lath; window jamb and casings.

East wall: fireplace and surround; post and casing A; door b and casing; plaster and lath. South wall: post and casing B .

West wall: TBD

Room 205 (second floor, closet)

Not applicable

Room 206 (second floor, restroom)

Ceiling: girts A and AA; summer beam E and casing; plaster and lath. North wall: wall plaster and lath; window sash, jamb and casings.

East wall: fireplace and surround; post and casing A; door b and casing; plaster and lath. South wall: post and casing B.

West wall: Not applicable.

Room 207 (second floor, passage between rooms 201 and 204) Ceiling: girts A; summer beam B and casing; plaster and lath North wall: woodwork; plaster and lath
East wall: door; woodwork; plaster and lath

South wall: woodwork; plaster and lath

West wall: window casings and sash; woodwork; plaster and lath

Room 208 (second floor, ell, storage room)

Not applicable

Room 209 (second floor, ell, restroom)

Not applicable

Room 210 (second floor, ell, west room)

Ceiling: plaster and lath.

North wall: door and casing, baseboard; plaster and lath. East wall: plaster and lath.

South wall: door and casing; baseboard; plaster and lath. West wall: window casing; jambs and sash; plaster and lath.

THIRD FLOOR

Room 300 and 300a (third floor, stair hall)

Staircase including railing and balusters, baseboard, and skirting. Walls: plaster over brick chimney.

Doors including hinges and latches.

Room 301 (third floor, northeast room)

Ceiling: principal post A; plaster and lath (accordion-type). Floors: wide pine boards with "T" head wrought nails.

North wall: window casing and sashes marked B; plaster and lath. East wall: plaster and lath.

South wall: door A with hinges and latch; plaster and lath. West wall: plaster and lath.

Room 302 & 303 (third floor, southeast rooms)

Ceiling: principal post B; plaster and lath (accordion-type).

Floors: wide pine boards with "T" head wrought nails. North wall: plaster and lath.

East wall: window casing and sashes marked A; plaster and lath. South wall: plaster and lath.

West wall: plaster and lath.

Room 304 (third floor, southwest room)

Ceiling: principal post A; plaster and lath (accordion-type). Floors: wide pine boards with "T" head wrought nails.

North wall: plaster and lath. East wall: plaster and lath.
South wall: window casing and sashes; plaster and lath. West wall: window casing and sashes; plaster and lath.

Room 305 (third floor, northwest room)

Ceiling: principal post A.

Floors: wide pine boards with "T" head wrought nails. North wall: post A; plaster and lath.

East wall: door B; plaster and lath.

South wall: horizontal board wainscot; plaster and lath. West wall: window casing and sashes; plaster and lath.

Room 306 (third floor, closet off room 305)

Ceiling: not applicable.

Floors: wide pine boards with "T" head wrought nails. North wall: chimney stack.

CELLAR

Stone foundation

Ceiling framing throughout Chimney bases: B01, B02, B03

B01 (cellar, stair)

Stairs from room 104: hacked off major beam.

B02 (cellar, southeast space)

Looking southwest: Plaster parged brick wall C. Door A to room B03.

B03 (cellar, southwest room)

Ceiling: beams as noted through the cellar, excluding the modern casings. North wall: not applicable.

East wall: plaster covered brick wall.

South wall: Kitchen fireplace with bake oven; brick wall, southeast corner. West wall: door A with casing; window casing and sash.

B04 (cellar, northwest space)

Room 106 within the ell, B04

B06 (cellar, room off B04)

Constructed of salvaged boards and a reused door as sheathing.

EXHIBIT D

Photographs of the Exterior and Interior of the Premises, prepared by Spencer Preservation Group, taken between March 1 and April 15, 2022

[Attach]