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PRESERVATION RESTRICTION AGREEMENT

between

THE TOWN OF BILLERICA
acting by and through the Billerica Historical Commission
and
The Billerica Historical Society

THIS PRESERVATION AGREEMENT (this "Agreement") is made on this day June 31, 2020 of by and between Billerica Historical Society ("Grantor"), having an address at 36 Concord Rd, Billerica, MA 01821, and the **Town of Billerica**, a municipality of the Commonwealth of Massachusetts, acting by and through the Billerica Historical Commission pursuant to G.L. c. 40, § 8D ("Grantee" or the "Town"), having an address of Billerica Town Hall, 365 Boston Road, Billerica, MA 01821.

WITNESSETH

WHEREAS, Grantor is owner in fee simple of certain real property, located at 36 Concord Rd., Billerica, Middlesex County, Massachusetts, conveyed to the Billerica Historical Society by the will of Clara E. Sexton dated September 30,1929, and filed May 1, 1936 as Middlesex County Probate Court Document # 2101380, said property (hereinafter referred to as the "Property") being more particularly described in Exhibit A attached hereto and incorporated by reference, and in a deed dated March 31, 1920 from Harry W. Essex to William H. Sexton and Clara E. Sexton, recorded at the Northern Middlesex Registry of Deeds in Book 622, Page 579. The Property includes the building known as the "Clara Sexton Memorial Museum" (the "Building"), headquarters of Billerica Historical Society which Property and which Buildings are described more particularly in Exhibits A, B, C, and D attached hereto and incorporated herein with attached porch/office, kitchen, carriage house and barn;

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

WHEREAS, the Billerica Historical 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 Billerica Historical Commission to be significant in the history, archeology, architecture or culture of the Town;

WHEREAS, Grantee has designated the Billerica Historical Commission to administer, manage, and enforce preservation restriction agreements;

Return To: Louison, Costello, Condon & Pfaff
101 Summer Street
Boston, MA 02110

WHEREAS, The Building consists of a two-story, timber frame Main Structure together with its connected one-story Kitchen ell, Carriage House, Barn, and Doctor's Office. The original Main Structure is believed to have been constructed ca. 1723 and retains evidence of First Period exposed interior framing. The primary, elevation of the Main Structure faces west with a modest setback from Concord Road. The one-story Kitchen ell extends from the rear (east) elevation of the Main Structure. A one-story Carriage House connects the Kitchen ell to front-gabled Barn. A one-story, flat-roofed Doctor's Office addition extends from the eastern half of the north elevation of the Main Structure. An Entrance Porch to the Office extends along the western half of this elevation.

The Building is sheathed in wood clapboard, with the exception of the entire east elevation and southern basement level of the Barn, which is clad with vertical, wood board-and-batten siding. Foundations consist of fieldstone and brick, and the roofs are sheathed in asphalt shingle. The large central brick chimney is set forward of the ridge line of the Main Structure, and a smaller, modern exterior brick chimney is centered on the Main Structure's rear (east) elevation.

The principal, west-facing elevation of the Main Structure, consists of five bays with a Georgian, pedimented entry featuring a two-light transom, dentil molding bands and side columns. Windows retain historic, 4 over 4 sashes, with extended height sash on the first story dating to the early 19th century. A dentil molding band also extends along the entire cornice. The south elevation of the Main Structure includes a three-window, bracketed, projecting polygonal bay at the first story. Projecting from the rear half of the north elevation of the Main Structure is the one-story Doctor's Office. This also features extended-height historic sash. An entry on the west elevation of the Doctor's Office is sheltered by a porch extending along the north elevation of the Main Structure, the porch featuring a chamfered post and ornamental scrollwork.

The south elevation of the one-story Kitchen ell includes an entry and two four over four windows. Directly to the east it connects to the one-story Carriage House, which is stepped down and back slightly. A small six-over-six pane window is flanked by a vehicle entry with paired doors with four pane windows and hung iron strap hinges, The Carriage House connects to a gable-front Barn, which faces west and is set on the steep slope at the rear of the Property. A vehicle entry takes up the exposed southern half of first floor of the Barn's west elevation. A loft hatch is located above the entry, and an eight-over-twelve sash window is centered in the west elevation gable. Windows are spaced irregularly on the south, east and north elevations of the Barn, and the sheathed basement level is exposed along the sloping grade on its sides and rear.

WHEREAS, the original early 18th century house and its subsequent additions have been determined to represent an architectural resource of considerable importance to the Town, being an important example of late First Period domestic construction and exceptionally well preserved on the exterior;

WHEREAS, the Building and Property are located within the Billerica Center Historic District established by the Town of Billerica on October 16, 1990, and as a result of the foregoing, are listed in the State Register of Historic Places. The Building and Property are historically

significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under the Act.

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and Property, and have the common purpose of preserving the aforesaid preservation values and significance of the Building and Property;

WHEREAS, preservation values of the Building and the Property are documented in Exhibits A, B, C, and D (hereinafter, collectively "Baseline Documentation") attached hereto and incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this Preservation Restriction Agreement;

WHEREAS, the Baseline Documentation includes the following:

1) Legal Property Description (Exhibit A)
2) Assessor's Map showing Building footprint and Property boundary (Exhibit B) Eleven (11) Baseline Photographs taken 2009, 2012 and April 2020, and one (1) Historic Photo dated to 1938 (Exhibit C)
3) Annotated Billerica Assessor's Schematic Floorplan (Exhibit D)

WHEREAS, Grantor is going to undertake work to rehabilitate the Building, as set forth in Grantor's CPC Application to the Billerica Community Preservation Committee for Community Preservation Act funds the ("Scope of Work"), as set forth more particularly in the "Grant Agreement" and in Exhibit E attached hereto and incorporated herein;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and Property, and have the common purpose of preserving the aforesaid preservation values and significance of the Property and the Building;

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

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction in gross and in perpetuity on the Property and the Building pursuant to the Act.

NOW, THEREFORE, in consideration of $110,000 Dollars, which funds are to be used for the rehabilitation, restoration, and preservation of the Building and the performance of the "Work", as specified more particularly in the Grant Agreement, the receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee a restriction in gross and in perpetuity over the Property and the Building described in Exhibits A, B, C, and D all as set forth more particularly herein.

PURPOSE

1.1 Purpose. It is the purpose of this Agreement to ensure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building and Property will be forever retained and maintained substantially in their current condition and to prevent any use or change in the Property that will significantly impair or interfere with the preservation values of the Building and Property (the "Purpose").

1.2 Improvements. Grantor agrees to make the improvements to the Building as set forth in the Scope of Work.

GRANTOR'S COVENANTS

2.1 Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Building in as good structural condition and sound state of repair as that existing on the date of this Agreement and/or the completion of the Scope of Work and otherwise in the condition required by this Preservation Restriction Agreement, and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property and/or the Building. Grantor's obligation to maintain shall require replacement, repair, reconstruction, and where necessary replacement in kind by Grantor whenever necessary to preserve the Building in a good, sound and attractive condition and state of repair and also require that the Property's landscaping be maintained in a good and neat appearance. Subject to the casualty provisions of Sections 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building whenever necessary in accordance with The Secretary of Interior's Standards for the Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"). For the purpose of identifying categories of Major Maintenance requiring review and approval by Grantee and Minor Maintenance that does not require such review, copies of maintenance guidelines are attached hereto and incorporated herein by reference as Exhibit F and hereinafter referred to as the "Restriction Guidelines."

2.2. Prohibited Activities.

The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Section:

(a) The Building shall not be moved, demolished, removed or razed except as described in Sections 6 and 7;
(b) No barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of Grantee;
(c) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property; and
(d) No above ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded.

(e) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised except as a unit;
(f) No other buildings or structures, including camping accommodations, mobile homes or cell towers, shall be erected or placed on the Property hereafter except for temporary structures required for maintenance or rehabilitation of the Property, such as construction trailers.

GRANTOR'S CONDITIONAL RIGHTS

Conditional Rights Requiring Approval by Grantee. Without prior express written approval of the Grantee, which approval shall not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the exterior of the Building, and any change in design, material or color thereof. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with Section 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this Section, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines which are attached to this Agreement and incorporated by reference as Exhibit F. For purposes of this Agreement, the exterior of the Building shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows (including sash and enframements), doors, gutters, downspouts, and associated hardware and visible details) which are in contact with the exterior of the Building. Subject to this restriction are any activities, including without limitation construction or alteration of any internal structural features that act as support for external surfaces, construction or alteration of which may alter the exterior appearance of the Building or threaten the structural stability or integrity of the exterior of the Building.

3.1 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in Section 3.1, Grantor shall submit to Grantee, for Grantee's approval, two copies of information (including plans, specifications and designs, where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee 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 Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee 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 Grantee 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 the 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 the Approval of the Massachusetts Historical Commission. The conduct of archeological activities on the Property, including without limitation, survey, excavation and artifact retrieval may occur only following the submission of an archeological field investigation plan prepared by Grantor and approved in writing by the State Archeologist of the

Massachusetts Historical Commission (G.L. Ch.9, Section 27C, 950 CMR 70.00).

STANDARDS FOR REVIEW

4 Secretary's Standards. Grantee shall apply Secretary's Standards whenever (a) exercising any authority created by this Agreement to inspect 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.

GRANTOR'S RESERVED RIGHTS

5 Grantor's Rights Not Requiring Further Approval by Grantee. Subject to the 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 Property are permitted by this Agreement and by Grantee without further approval by Grantee:

(a) The right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the preservation values of the Building and Property; and (iii) are not inconsistent with the Purpose of this Preservation Restriction Agreement.

(b) Pursuant to the provisions of Section 2.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this subsection the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. The right to maintain and repair as used in this subsection shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of Sections3.1 and 3.2; and

(c) The right to make changes of any kind to the interior of the Building, provided such changes do not alter materially the appearance of the exterior of the Building in contravention of this Preservation Restriction Agreement.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

6 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 Grantee 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 Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, Grantor at Grantor's expense shall submit to Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantee, which report shall include the following: (a) an assessment of the nature and extent of the damage; (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 at the date thereof.

7 Review after Casualty Damage or Destruction. If, after reviewing the report provided in Section 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 8, Grantor and Grantee agree that the Purpose of this Agreement will be served by such restoration/reconstruction, Grantor and Grantee 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 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 under Section 8, Grantor and Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of this Agreement would not be served by such restoration/ reconstruction, Grantor may with prior written consent of Grantee, alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to seek to extinguish this Agreement in accordance with the laws of the Commonwealth of Massachusetts and Section 21.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 8, Grantor and Grantee are unable to agree that the Purpose of this Agreement 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.

8 Insurance. Grantor shall keep the Building insured by an insurance company rated "A" or better 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 Grantee, within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property 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.

INDEMNIFICATION; TAXES

9 Indemnification. Grantor hereby agrees to indemnify, hold harmless and defend at its own cost and expense, Grantee, 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 and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person on or about the Property; physical damage to the Property or the Building; the

presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or damage occurring on or about the Property, unless such injury or damage is caused by Grantee or agent, employee or contractor of Grantee. In the event that the Grantor is required to indemnify Grantee pursuant to the terms of this Section, the amount of such indemnity until discharged shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Property.

Taxes. Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

10 Written Notice. Any notice Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, registered or certified mail with return receipt requested or hand delivered; if to Grantor, at 36 Concord Rd, PO Box 381, Billerica MA, 01821 and if to Grantee, at Billerica Town Hall, 365 Boston Road, Billerica, MA 0182, Attention: Billerica Historical Commission. Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

11 Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee'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 Grantee's knowledge thereof.

12 Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the interior of the Building. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

13 Grantee's Remedies. The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Agreement by ex parte, temporary, preliminary and/or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the restoration of the Property and/or the Building to the condition and appearance required under this Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantee has sent written notice to Grantor, specifying Grantor's failure to comply with the terms of this Preservation Restriction Agreement, and (b) Grantor fails to cure the same within thirty (30) days from the date of the Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure diligently to completion.

In the event Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Preservation Restriction Agreement, including all reasonable court costs, and attorneys', architectural, engineering and expert witness fees, together with interest thereon at the prime lending rate.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of 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.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

14 Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property or the Building received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

15 Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for the Grantee to explain the terms of this Agreement to potential new owners prior to sale closing.

16 Liens. Any lien on the Property created pursuant to any Section of this Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Agreement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

BINDING EFFECT; ASSIGNMENT

17 Runs with the Land. Except as provided in Sections 7 and 21.1, the rights and obligations created or imposed by this Agreement shall be in effect in perpetuity and shall be deemed as a binding servitude upon the Property.

This Agreement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership

interest in the Property by reason of 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 Property or any part hereof, including by way of example but not limitation, a lease of all or a portion of the Property.

Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Agreement 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, as amended, 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 this Agreement was granted will continue to be carried out.

18 Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Agreement in the land records of the Registry. Grantor and Grantee intend that the restrictions arising under this Agreement take effect on the day and year this instrument is executed by Grantor and Grantee, approved by the Massachusetts Historical Commission, and recorded at the Middlesex North Registry of Deeds

EXTINGUISHMENT

21.1 Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Agreement and necessitate extinguishment of this Preservation Restriction Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. An extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the Town of Billerica and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

21.2 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and the Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the Property that is subject to the taking and all incidental and direct damages from the taking. All expenses reasonably incurred by Grantor and the Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to the Grantor.

INTERPRETATION

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

(a) 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 affect its Purpose and the transfer of

rights and the restrictions on use herein contained.

(b) This instrument is executed in two counterparts, one of which is to be retained by the Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart retained by the Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

(c) 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 Agreement 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 is enforceable by reason of statute, common law or private agreement either in existence now or at any time subsequent hereto.

(d) 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 here of Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable government entity to accommodate the purpose of both this Agreement and such ordinance or regulation.

AMENDMENT

23. Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Preservation Restriction Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Agreement or the status of Grantee under the Act, or any applicable laws, including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purposes of this Agreement; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records/files of the Registry. Nothing in this Section shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

RECITALS

24. Recitals. The recitals to this Agreement are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, Grantor has set its hand under seal on the day and year first set forth below.

GRANTOR:

By: John Bartlett
Name: John Bartlett
Title: President

By: Ann L Stadtman
Name: Anne Stadtman
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 19 day of May, 2020, before me, the undersigned Notary Public, personally appeared John Bartlett, President of the Billerica Historical Society, as aforesaid, who proved to me through satisfactory evidence of identification, which were drivers license - MA, 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 on behalf the Billerica Historical Society.

Tiffany E. Caruso
(Official Signature and Seal of Notary)
My term expires:

TIFFANY E. CARUSO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 21, 2025

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of June, 2020, before me, the undersigned Notary Public, personally appeared Anne Stadtman, Treasurer of the Billerica Historical Society, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Drivers Lic, 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 on behalf of the Billerica Historical Society.

Cathleen B. O'Dea
(Official Signature and Seal of Notary)
My term expires: April 24, 2026

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

ACCEPTANCE OF PRESERVATION RESTRICTION

Acceptance of this Agreement by the Billerica Historical Commission pursuant to the authority granted to said Commission under G.L. c.40, § 8D, is acknowledged this 4th day of June, 2020

TOWN OF BILLERICA,
Historical Commission

Alec Ingraham
Alec Ingraham — *Chairman*

Travis Brown — *member*

Mary Leach
Mary Leach — *member*

Matthew Hrono — *member*

Andrew Boisvert — *member*

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of June, 2020, before me, the undersigned Notary Public, personally appeared Alec Ingraham, Chairman of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were Known to me, 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 on behalf of the Billerica Historical Commission.

Cathleen B. O'Dea

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

(Official Signature and Seal of Notary)
My term expires:
April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 8th day of June, 2020, before me, the undersigned Notary Public, personally appeared Travis Brown, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Drivers 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 on behalf of the Billerica Historical Commission.

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

Cathleen B O'Dea
(Official Signature and Seal of Notary)
My term expires:
April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of June, 2020, before me, the undersigned Notary Public, personally appeared Mary Leach, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were Known to me, 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 on behalf of the Billerica Historical Commission.

Cathleen B O'Dea
(Official Signature and Seal of Notary)
My term expires:
April 24, 2026

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____day of _____, 2020, before me, the undersigned Notary Public, personally appeared Matthew Hrono, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were _____, 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 on behalf of the Billerica Historical Commission.

_____
(Official Signature and Seal of Notary)
My term expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of June, 2020, before me, the undersigned Notary Public, personally appeared Andrew Boisvert, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Drivers Lic, 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 on behalf of the Billerica Historical Commission.

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

Cathleen B. O'Dea
(Official Signature and Seal of Notary)
My term expires:
April 24, 2026

APPROVAL AND ACCEPTANCE OF PRESERVATION RESTRICTION

We, the undersigned being a majority of the members of the Board of Selectmen of the Town of Billerica, Massachusetts, hereby certify that at a meeting held on the _____day of _____2019, we voted to approve and accept the foregoing Historic Preservation Restriction by the Town of Billerica by and through the Billerica Historical Commission, pursuant to Massachusetts General Laws, chapter 184, section 32, and also hereby certify at said meeting we made a finding that this Restriction is in the public interest.

Town of Billerica Board of Selectman

Ed Giroux *Chairman*

Andrew Deslaurier *Vice Chairman*

Kim Conway *Secretary*

Mike Rosa *Member*

Dan Burns *Member*

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of June, 2020, before me, the undersigned Notary Public, personally appeared Ed Giroux, Chairman of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were Known to me, 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 on behalf of the Town of Billerica.

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

Cathleen B. O'Dea
(Official Signature and Seal of Notary)
My term expires:
April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6th day of June, 2020, before me, the undersigned Notary Public, personally appeared, Andrew Deslaurier, Vice Chairman of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were known to me, 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 on behalf of the Town of Billerica.

Cathleen B. O'Dea

(Official Signature and Seal of Notary)

My term expires:

April 24, 2026

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of June, 2020, before me, the undersigned Notary Public, personally appeared Kim Conway, Secretary of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were known to me, 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 on behalf of the Town of Billerica.

Cathleen B. O'Dea

(Official Signature and Seal of Notary)

My term expires:

April 24, 2026

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of June, 2020, before me, the undersigned Notary Public, personally appeared Mike Rosa, member of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were known to me, 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 on behalf of the Town of Billerica.

Cathleen B. O'Dea
Notary Public, Commonwealth of Massachusetts
My Commission Expires April 24, 2026

Cathleen B. O'Dea
(Official Signature and Seal of Notary)
My term expires:
April 24, 2006

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dan Burns, member of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were _____, 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 on behalf of the Town of Billerica.

_____
(Official Signature and Seal of Notary)
My term expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the foregoing Agreement to the Town of Billerica, acting by and through the Billerica Historical Commission (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to G.L. Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

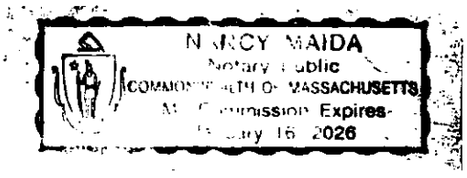
Brona Simon

Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 15th day of June, 2020, before me, the undersigned Notary Public, personally appeared Brona Simon, who proved to me through satisfactory evidence of identification, which were known to me, 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 Executive Director and Clerk of the Massachusetts Historical Commission.



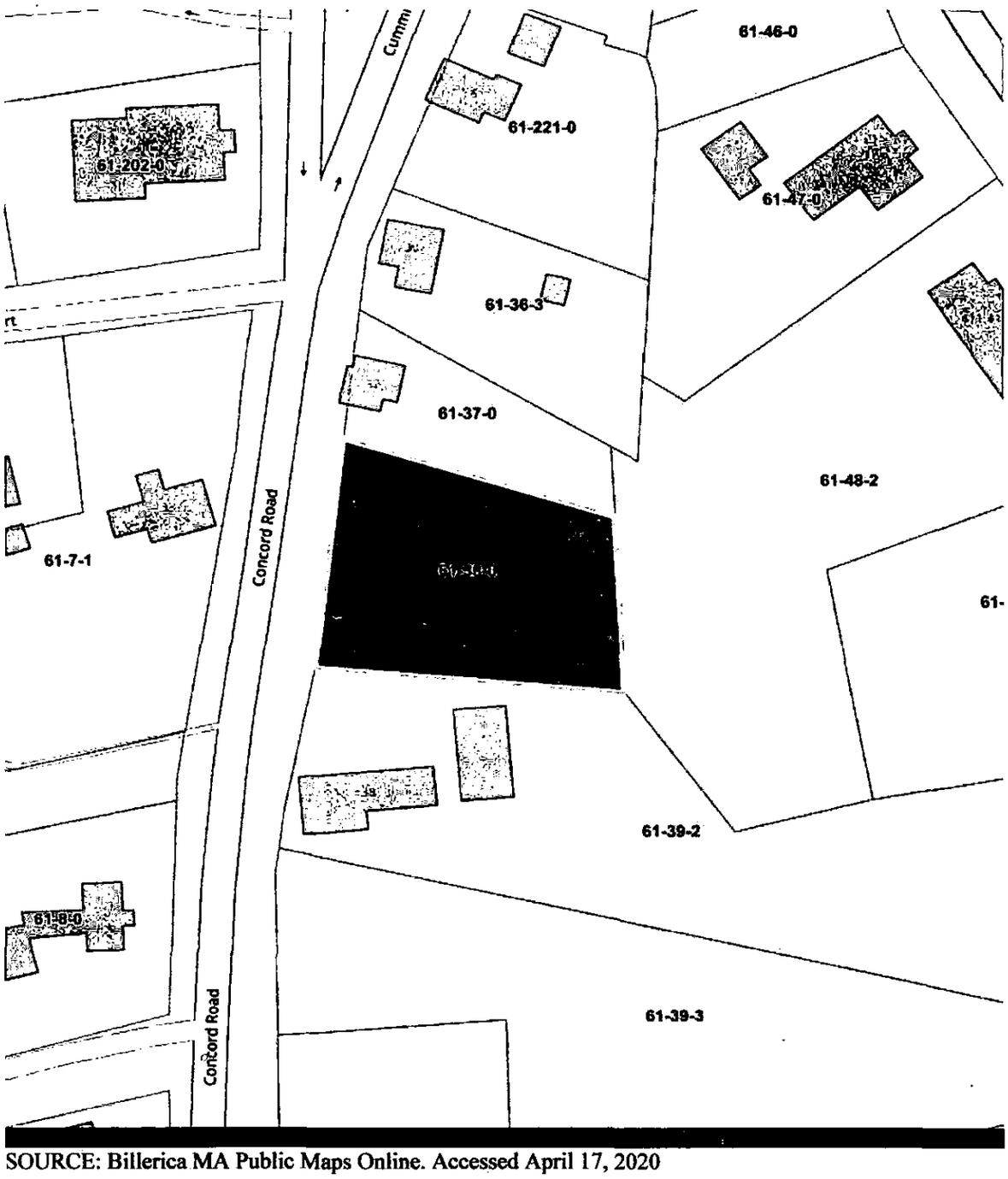
Nancy Maida
(Official Signature and Seal of Notary)
My term expires:
January 16, 2026

EXHIBIT A
Legal Property Description

The land in said Billerica with the buildings thereon, in that part thereof known as Billerica Centre, situated on the Easterly side of the road leading from Billerica Centre to Bedford, and bounded and described as follows: beginning at the Northwesterly corner of the granted premises on the Easterly side of said Bedford Road at land now or formerly of William B. Stearns; thence running in an Easterly direction along said last named land to land now or formerly of the Wamesit Power Company; thence running Southerly along said last named land to land now or formerly of Martha Sage; thence running Westerly along said last named land to said Bedford Road; thence running Northerly along said Bedford Road to the point of beginning.

Source: Deed of Harry W. Essex to William H. Sexton and Clara E. Sexton dated March 31, 1920, recorded at Northern Middlesex Registry of Deeds, Book 622, Page 579.

EXHIBIT B
TOWN OF BILLERICA ASSESSOR'S PARCEL 61-38
36 CONCORD RD



SOURCE: Billerica MA Public Maps Online. Accessed April 17, 2020

EXHIBIT C

Photographs of the Building

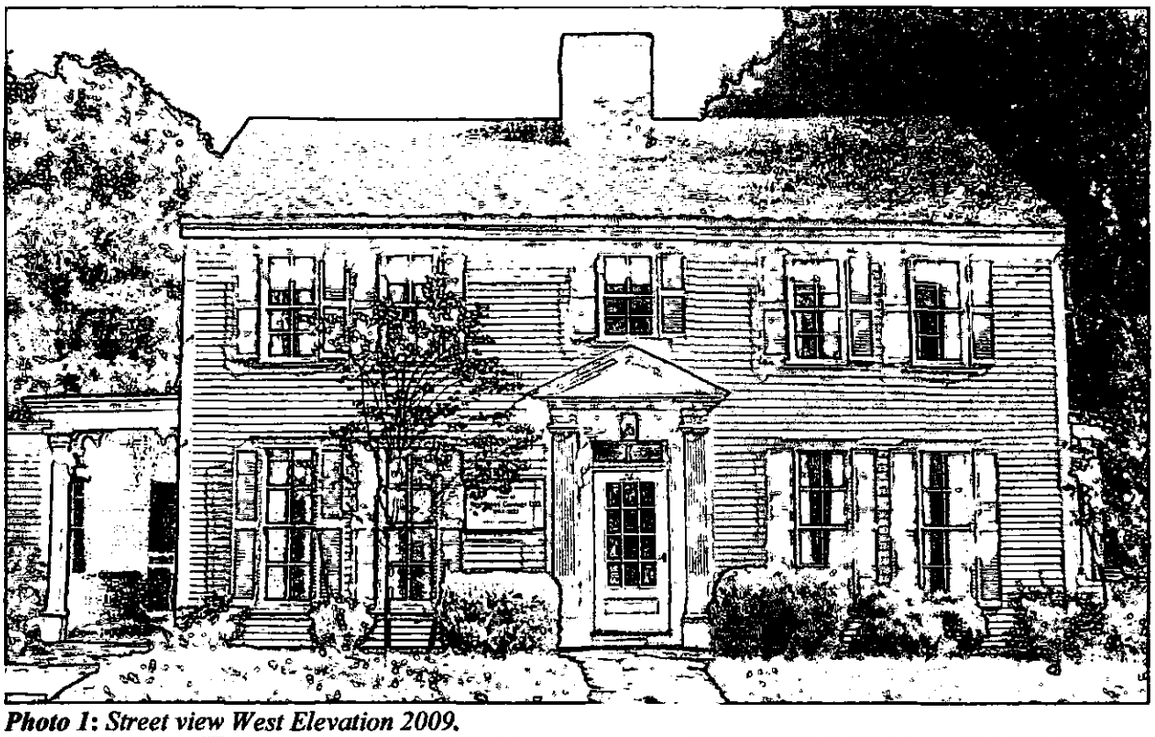


***Photo 1**: Street view West Elevation 2009.*

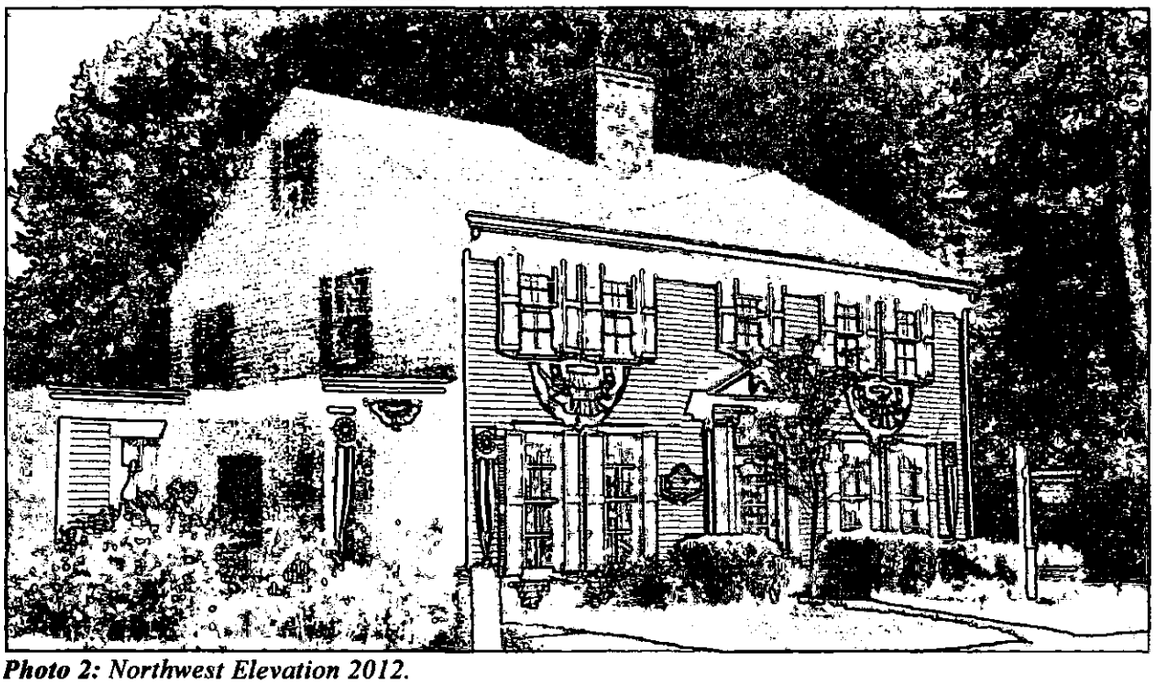


***Photo 2**: Northwest Elevation 2012.*



***Photo 3:** Southwest elevation facing bow window, kitchen right, carriage shed attached to barn.*

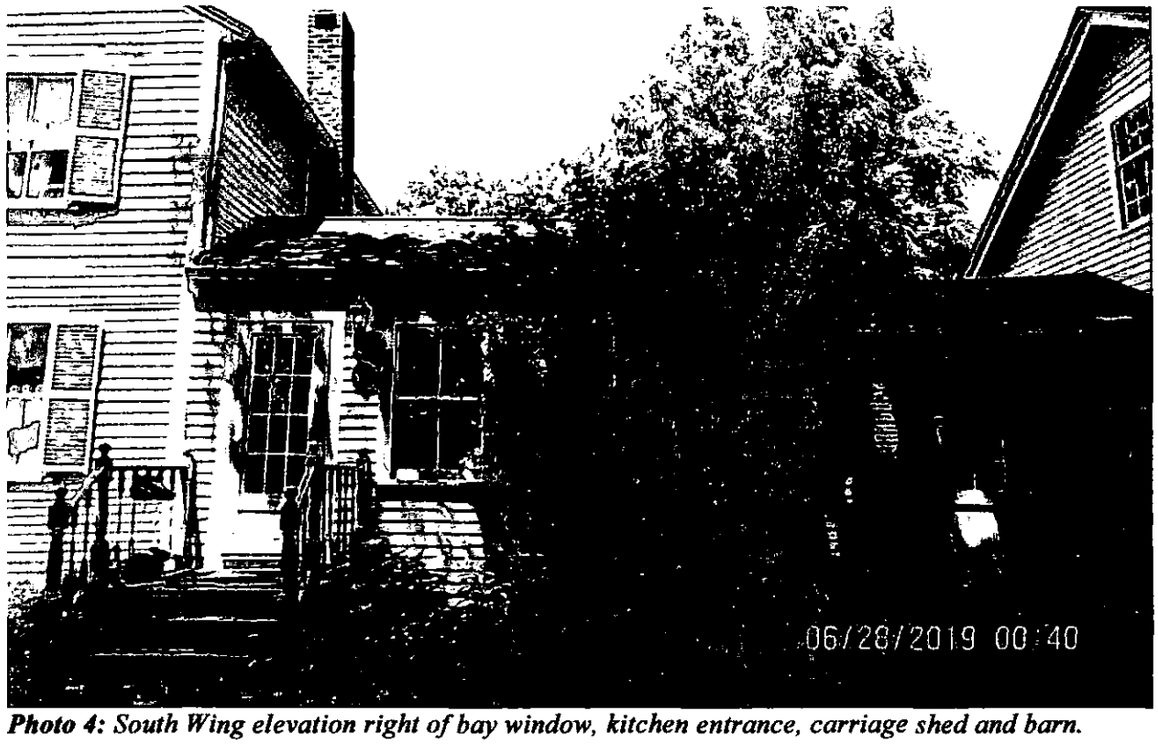


***Photo 4:** South Wing elevation right of bay window, kitchen entrance, carriage shed and barn.*



Photo 5: *Southeast facing carriage shed and attached barn with drop off to east facing elevation.*



Photo 6: *Southeast facing drop off elevation of barn.*

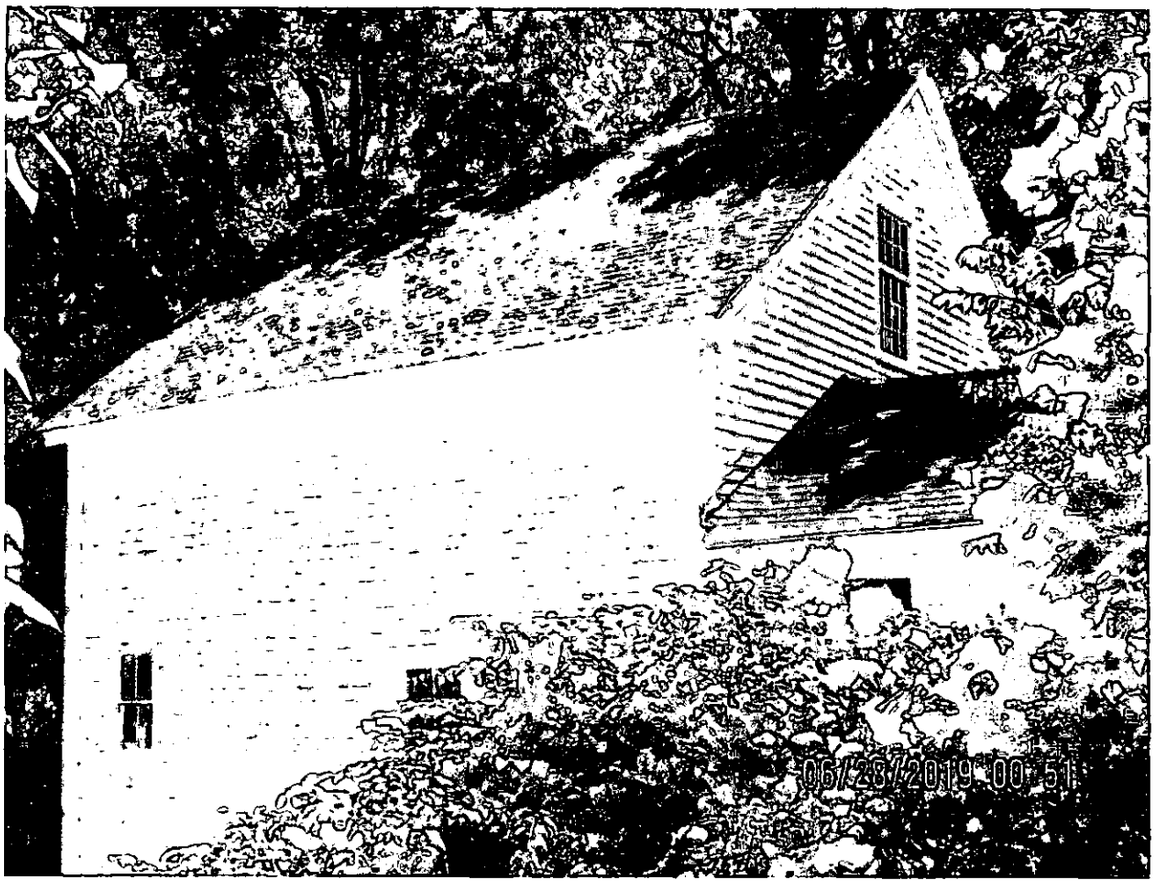


Photo 7: *Northeast facing barn with attached carriage shed*



Photo 8: *Barns North face with carriage shed/pantry, kitchen, attached to Main structures 1st and 2nd floor.*



Photo 9: *Northeast rear view of main structure with attached Doctors office.*



Photo 10: *North facing elevation of main structure with attached Doctor's office and West facing porch and office entrance.*

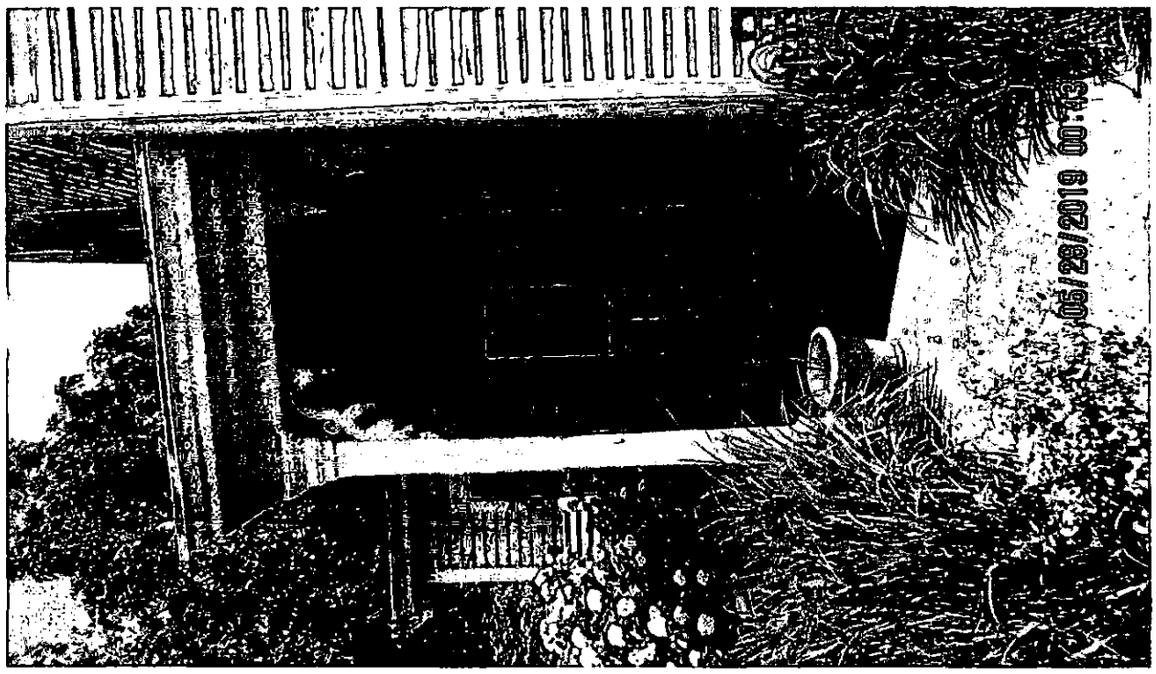


Photo 11: *West Elevation facing of porch and Doctor's office entrance.*



Photo12: Clara Sexton Memorial Museum: *36 Concord Rd. Cornerstone of the Center Historic District Photo: 000420-0152 Sexton House, Harriet Merrifield Forbes 1938, American Antiquarian Society*

EXHIBIT D

Annotated Assessor's Schematic Floorplan of the Building

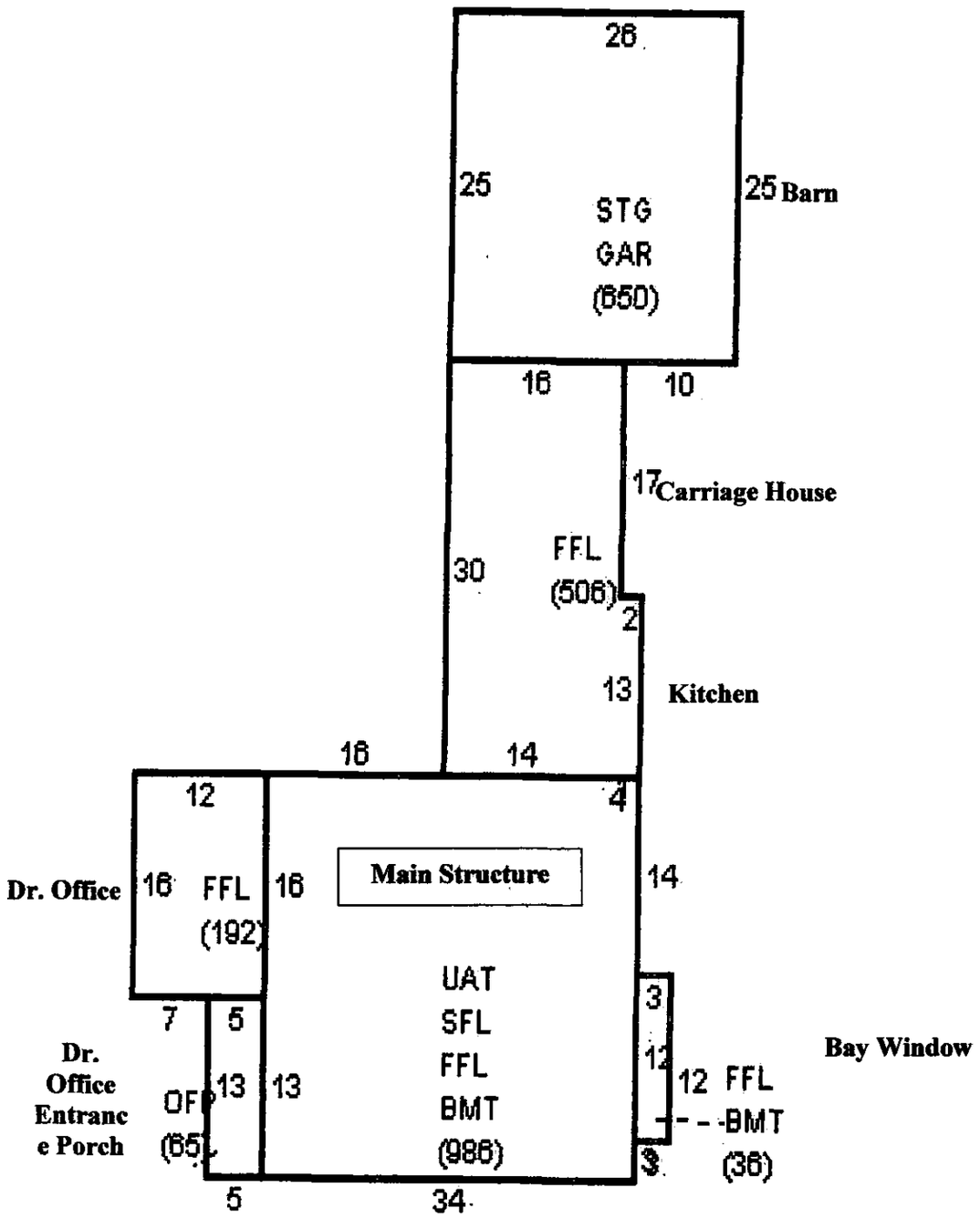


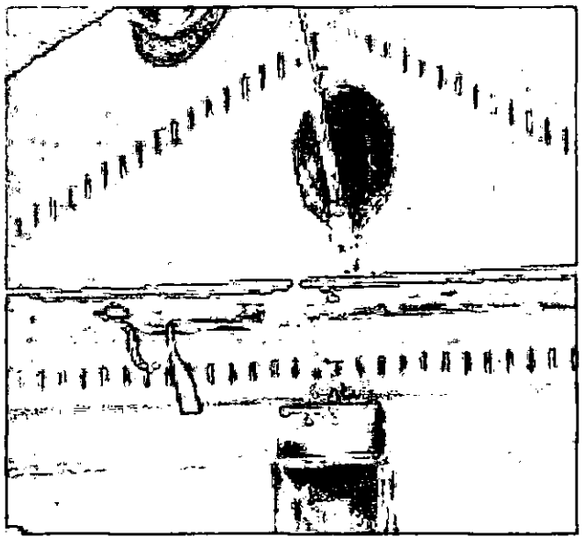
EXHIBIT E
Scope of Work

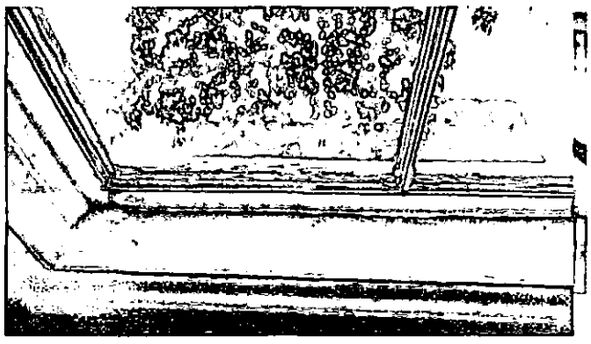
The Billerica Historical Society is seeking to engage in the restoration and preservation of The Clara Sexton Memorial Museum, circa. 1723. This structure is a cornerstone landmark located at 36 Concord Road. A recent assessment of the physical structure and its materials indicates areas of natural deterioration due to age and environmental factors which have placed a strain on the craftsmanship of this Colonial Massachusetts vernacular structure. Restorative measures over the years have kept this structure in good condition yet preserving the exterior architectural integrity, craftsmanship with all of its distinctive features is at the forefront for its most recent preservation agenda.

Windows: 26 double-hung wood windows have been assessed by three window restorers and it has been determined by all that all windows need modest cosmetic and structural restoration repairs consisting of:

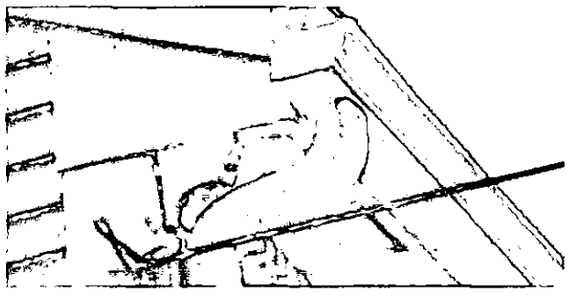
- Disassembling on site, stripping interior and exterior paint, re-glazing, replacement of 43 broken glass panes with antique reproduction glass and original window hardware. Windows will be removed in a systematic order from the structure and transported to a controlled environment for stripping interior and exterior paint, removal and re-glazing for a controlled curing of glazing and paint products. Windowsills will be closely examined and repaired with Epoxy or wood repair or if needed replaced with Spanish Cedar. The final phase of this project will be to reinstall and realign windows, replace all weather-stripping and align metal parts. Selective windows will be restored to working order as deemed beneficial for the museum's collection insuring appropriate ventilation and heat conservation.
- **Exterior**: fascia boards, clapboards and decorative denticulate moldings need restoration or replacement. A certified contractor will examine and replace or reconstruct fascia boards. Preservation or replace of decorative features around the windows, doors and denticulate will be addressed with the Historic District Commission if replacement is necessary, all measures will be taken to match or replace as closely as possible. Clapboards will be examined, and a modest amount may be replaced where needed.
- **Painting**: Complete scraping, priming, repainting by a qualified contractor for the main structure, additions and barn.

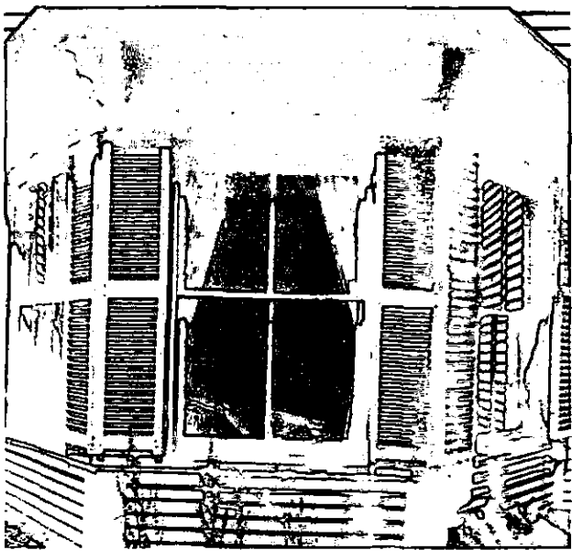
Upon the completion, the society will have fulfilled its mission by preserving the integrity of this historic structure and its surrounding neighborhood.

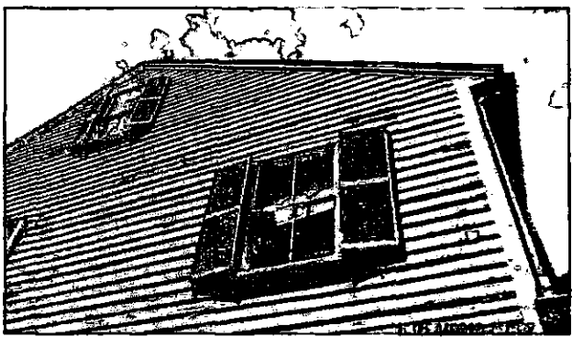












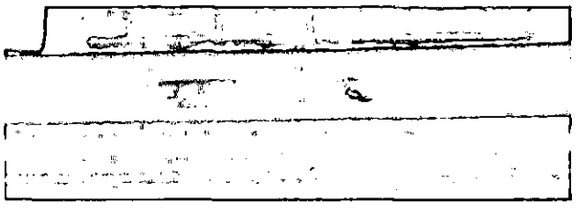


EXHIBIT F

Restriction Guidelines

The purpose of these Preservation Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building. Under Section 3, prior permission from the Grantee is required for any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance does not require Grantee review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT
Minor: Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.
Major: Painting or fully stripping decorative surfaces or distinctive stylistic features, including ornamental woodwork, stone, and masonry.

WINDOWS AND DOORS
Minor: Regular maintenance including caulking, painting, and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.
Major: Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR
Minor: Spot repair of existing cladding and roofing including in-kind replacement of clapboard, shingles, slates, 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 chimney 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.

LANDSCAPING/OUTBUILDINGS
Minor: Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.
Major: Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences, and ground disturbances affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS
Minor: Repair of existing systems.
Major: Installing or upgrading systems which will result in exterior appearance changes; the removal of substantial quantities of original materials in the course of construction.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction, such changes must be reviewed by the Grantee in order to assess their impact on the historic integrity of the Property, Building, and other structures.

It is the responsibility of the Grantor to notify Grantee in writing when any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the Grantee to review proposed alterations and assess their impact on the integrity of the Property, the Building, and other structures, not to preclude future change. The Grantee will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.