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PRESERVATION AGREEMENT
between the TOWN OF WESTON
by and through the WESTON HISTORICAL COMMISSION
and POST ROAD GREEN, L.L.C.

This Preservation Restriction Agreement made this 3rd day of June, 2005, between Post Road Green L.L.C. a Massachusetts limited liability company having its principal place of business at 290 Grove Street, Framingham MA 01701 (hereinafter referred to as the "Grantor" and the Town of Weston, a municipal corporation acting by and through its Historical Commission having its place of business at Weston Town Hall, P.O. Box 378, Weston, Massachusetts 02493 (hereinafter referred to as the "Commission").

WITNESSETH

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements located at 809-811 Boston Post Road, Weston, Middlesex County, Massachusetts as described in a deed dated September 13, 2004 from David J. Connolly to the Grantor, recorded with Middlesex South District Registry of Deeds in Book 43703, Page 192, EXHIBIT A, (hereinafter referred to as the "Property"), said Property including the following structures (hereinafter referred to as the "Buildings")

- The principal residence of wood frame construction dating c. 1860 (hereinafter the Residence), such Residence consisting of a five-bay section (hereinafter the "Main Block") and a three-bay section extending east (hereinafter the "Wing")
- One large ancillary 19th century wood frame structure (hereinafter the "Barn")
- One smaller ancillary 19th century wood frame structure (hereinafter the "Shop")
- One utility shed, currently located behind the Main block of the Residence
- One gazebo, currently located in front of the Wing

MARGINAL REFERENCE REQUESTED

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WHEREAS, the Commission recognizes that the Grantor has received a Comprehensive Permit from the Town of Weston for the construction of an eight unit condominium project, four of which units shall be located in the Buildings.

WHEREAS, the original mid-19th century Residence and Barn have been determined to represent an architectural resource of considerable importance to the Town, being an example of 19th century domestic and barn construction, important in design and setting and possessing integrity of materials and workmanship;

WHEREAS, the Property is prominently located on the historic Boston Post Road, the most important thoroughfare leading west from Boston in the 18th and early 19th centuries, and was listed in the National Register of Historic Places on February 11, 1983 as a contributing part of the Boston Post Road Historic District;

WHEREAS, taken together, the Residence, Barn and historic location constitute a unique and irreplaceable historic resource, the essential substance and character of which the Town wishes to preserve;

WHEREAS the Property's conservation and preservation values are documented in reports, drawings, and photographs (hereinafter the "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the date of this Agreement. The Baseline Documents shall be used for purposes of reference in design and construction and for assistance in review. In the event of any discrepancy between the two counterparts produced, the counterpart retained by the Commission shall control. The Baseline Documents which are attached hereto and made a part hereof consist of the following:

- Property Description (EXHIBIT A)
- Project Plans and Specifications listed in the Decision of the Zoning Board of Appeals granting a comprehensive permit to the Grantor dated February 23, 2004 and recorded with the Middlesex South District Registry of Deeds on

April 30, 2004 in Book 42650, Page 506 (the "Comprehensive Permit Decision")

- Determination of Percentage Interest at completion of construction as defined in Section 22.1.
- Documents on file with the Weston Historical Commission including
 - a. Photographs of the existing construction and landscaping.
 - b. Massachusetts Historical Commission Inventory Form B for the Property prepared by Pamela W. Fox and dated May 15, 2004 .
 - c. Standards and Procedures for Maintenance and Improvements 809-811 Boston Post Road dated May 31, 2005 ("the Guidelines") .

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act, and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration in the amount of Two Hundred and Twenty-Five Thousand and 00/100 (\$225,000.00) paid, the Grantor conveys to the Commission the following preservation restrictions which shall apply in perpetuity to the Property.

PURPOSE

1. Purpose. It is the Purpose if this Restriction to assure that the architectural, historic, cultural and associated open space features of the Property will be retained and maintained

forever substantially in their current condition for conservation and preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the Property's preservation values.

GRANTOR'S COVENANTS

2.1 Maintenance of Premises: The Grantor agrees at all times to maintain the Residence in substantially the same or better structural condition and state of repair as existing on the effective date of this Restriction, subject to the changes permitted under the Comprehensive Permit.

The Grantor also agrees to maintain the Property's landscaping in reasonably good appearance with substantially similar plantings, vegetation and natural screening as those shown on the Landscape Plan in the Guidelines. The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Property so as to preserve the characteristics that contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to "The Secretary of the Interior's Standards for the Treatment of Historic 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" ("the Secretary's Standards"). The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Property.

Subject to the casualty provisions of Paragraphs 7 and 8 hereof, the Grantor's obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Residence and Barn whenever necessary in accordance with the Secretary's Standards and in accordance with the Guidelines.

2.2.1 Covenant to Remove the Gazebo: The Grantor is required to demolish the gazebo or move it to a location in the rear of the property, not visible from the street.

2.2.2 Covenant to Renovate Residence and Barn: The Grantor is permitted to renovate the Residence and Barn in their entirety, including structural and exterior elements, and the

exterior surfaces thereof, and to create two dwelling units in each such structure, all in accordance with the Comprehensive Permit.

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

- a. The Main Block and Barn shall not be demolished, removed or razed except in accordance with Paragraphs 7 and 8 and the Guidelines, provided, however, that the Grantor may renovate the Residence and the Barn, including the interior thereof, pursuant to the Comprehensive Permit, for purposes of creating two dwelling units in each of the Residence and the Barn.
- b. Nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Property and the Buildings from street level, except as provided in the Comprehensive Permit under G.L. c. 40B.
- c. Construction of additional buildings on the site shall be limited to those approved by the Comprehensive Permit.
- d. No other buildings or structures (i.e., other than those permitted by the Comprehensive Permit, including camping accommodations or mobile homes, shall be erected or placed on the Property hereafter except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers.
- e. The dumping of ashes, trash, rubbish or any other unsightly or offensive material is prohibited.
- f. No above-ground utility transmission lines, except those reasonably necessary for service to the existing Buildings may be installed on the Property, with the exception of those utility lines installed in accordance with easements recorded prior to the date thereof
- g. The premises may be submitted by the Grantor to the provisions of G.L. c. 183A for the purpose of creating a condominium, in which case residences in

the existing and new Buildings on the Property may be sold as condominium units, in accordance with an pursuant to Massachusetts General Laws c. 183A.

- h. The conduct of archaeological activities, including without limitation, survey excavation and artifact retrieval, is prohibited unless the Grantor has submitted an archaeological investigation plan to the Massachusetts Historical Commission and obtained approval in writing from the State Archaeologist pursuant to General Laws Chapter 9, Section 27C and 950 CMR 70.00.

2.4 Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Commission: Except as shown on the approved plans, or provided for in Comprehensive Permit, the Grantor shall not undertake any of the following actions without the prior express written approval of the Commission, which approval may be withheld or conditioned in the sole and reasonable discretion of the Commission:

- a. increase or decrease the height of, make additions to, change the exterior construction materials or colors of, or move, improve, alter, reconstruct or change the facades (including fenestration) and roofs of the Residence and Barn;
- c. erect any external signs or external advertisements except: (i) such plaque permitted under Paragraph 19 of this Restriction; (ii) a sign stating solely the name and address of the Property; and (iii) a temporary sign to advertise the sale or rental of the Property;
- d. make permanent substantial topographical changes, such as, by example, excavation for the construction of roads and recreational facilities,;
- e. cut down or otherwise remove live trees located within existing lawn areas,

f. change the use of the Property to another use other than multi- family residential however the establishment of a residential condominium on the Property is not considered a change in use under this subparagraph.. The Commission may consider any request for a change in use of the Property in light of existing planning and zoning regulations, and the Commission must determine that the proposed use: (i) does not impair the significant conservation and preservation values of the Property; and (ii) does not conflict with the Purpose of this Restriction.

3.2 Review of Grantor's Requests for Approval. Grantor shall submit to the Commission for its approval of those conditional rights set out as paragraph 3.1 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 45 (forty-five) 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 45 (forty-five) 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. This provision shall not apply to construction and other activity approved by the Comprehensive Permit.

4. Standards for Review. In exercising any authority created by this Restriction to inspect the Property or the interior of the Residence; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve

reconstruction of the Buildings following casualty damage, Grantee shall apply the Secretary's Standards as well as the Guidelines.

5. Public Access. Grantor shall not be required to provide any public access to the Property or the interior of the Residence.

GRANTOR'S RESERVED RIGHTS

6. Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of paragraphs 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 Restriction and by the Commission without further approval by the Commission:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; including, without limitation, to create a condominium by submitting the Property with all buildings and improvements thereon to the provisions of G.L. c. 183A; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Restriction;

(b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Buildings strictly according to the Secretary's Standards and the Guidelines. As used in this subparagraph, 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 Buildings. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of paragraphs 3.1 and 3.2;

(c) the right to continue all manner of existing residential use and enjoyment of the Property's Buildings and gardens, including but not limited to the right to maintain existing driveways; the right to maintain existing utility lines; the right to cut, remove, and clear grass or other vegetation not located in the "no cut zone" on the Site Plan and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and with the Guidelines and Site Plan;

(d) the right to demolish the Shop, or, if desired, to move it to another location on or off the property, all in accordance with the Comprehensive Permit;

(e) the right to demolish the Wing and replace it with a new Wing, of a design to be approved by the Commission, all in accordance with the Comprehensive Permit;

(f) the right to construct additional buildings as approved by the Comprehensive Permit.

The foregoing rights shall apply to the Property and the Property's Buildings as permitted hereafter under, and as changed or modified pursuant to, the Comprehensive Permit.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

7. Casualty Damage or Destruction. In the event that the Buildings or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, 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 Buildings and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work, which approval shall not be unreasonably withheld, conditioned, or delayed. Within thirty (30) days of the date of substantial damage or destruction, if reasonably required by the Commission (notice to be given within thirty days of the Commission learning of such casualty), Grantor at its expense shall submit to the Commission a written report prepared by

a qualified restoration architect and an engineer (if reasonably required in the circumstances) who are acceptable to the Grantor and the Commission, 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 Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and
- (c) a report of such restoration/reconstruction work necessary to return the Buildings to the condition existing at the date hereof.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Buildings in accordance with the plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and the Commission agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Commission which shall not be unreasonably withheld, conditioned, or delayed, alter, demolish, remove or raze one or more of the Buildings, and/or construct new improvements on the Property. Grantor and the Commission may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 22.2 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's lender's claims under paragraph 9, Grantor and the

Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to mediation in accordance with the provisions of paragraph 22.2 hereof.

9. Insurance. Grantor shall keep the Property insured by an insurance company rated "A1" 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 Property and Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include the Commission's interest and name the Town of Weston as an additional insured. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage (including, without limitation, a mortgage encumbering any unit of a condominium after the recording of a master deed creating such condominium) nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

10. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Commission, its agents, directors and employees, or 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; physical damage to the Property; 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 affecting the Property as a hazardous, toxic, polluting or

contaminating substance; in such quantity as violates such law, ordinance, or regulation; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by, or is the result of, any act or omission of or attributable to, the Commission or the Town or any agent, trustee, employee or contractor of the Commission or the Town. In the event that Grantor is required to indemnify the Commission pursuant to the terms of this paragraph, 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 lien of mortgage given in connection with a promissory note secured by the Property, or by any unit of a condominium upon the Property. Grantor's obligations hereunder shall be limited to the extent provided in Section 19 below. The Commission shall give the Grantor (or the organization of unit owners, as the case may be) prompt notice of any matter for which indemnification is or may be sought hereunder, upon receiving any notice or actual knowledge of such matter.

11. 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 Property.

ADMINISTRATION AND ENFORCEMENT

12. Written Notice. Any notice which either Grantor or the Commission may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered; if to Grantor, then at 290 Grove Street, Framingham, Massachusetts 01701-4730 and it to the Commission, then to the attention of the Commission at Town Hall, Box 378, Weston, Massachusetts 02493. Each party may change its address set forth herein by a notice to such effect to the other party.

13. Evidence of Compliance. Upon request by Grantor, the Commission shall promptly furnish Grantor with certification, in form and substance suitable for recording with Middlesex South District Registry of Deeds that, to the best of the Commission's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Easement to the extent of the Commission's knowledge thereof. Upon the creation of a condominium upon the Property, the organization of unit owners and the unit owners of the Units of such condominium shall have a like right to request and be furnished with such certifications including, without limitation, for purposes of sales or re-sales of Units, loans to unit owners or unit purchase, an/or loans to the organization of unit owners. Such certifications shall be provided in a reasonably prompt manner, upon receipt of a request in writing and for reasonable fees to the person requesting same.
14. Inspection. With the consent of Grantor (or the organization of unit owners after creation a condominium upon the Property), representatives of the Commission shall be permitted at all reasonable times to inspect the exterior of the Property. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.
15. The Commission's Remedies. The Commission may, following reasonable 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 Property and Buildings to the condition and appearance required under this Restriction. The Commission shall also have available all legal and other equitable remedies to enforce Grantor's, and any Grantor's successor of interest obligations hereunder, but shall have no right to recover consequential or multiple damages, or for lost profit or economic loss.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the Commission's enforcement of the terms of this Restriction, including all reasonable court costs, and reasonable attorney's, architectural, engineering and expert witness fees.

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

17. Liens. Any lien on the Property created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by the Commission in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Commission shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property, or by any Unit of a condominium created upon the Property.

18. Plaque. Grantor agrees that the Commission may provide and maintain a plaque on the Property, which plaque shall not exceed 24 by 24 inches in size, giving notice of the significance of the Property and the existence of this Restriction. This agreement shall be binding upon any organization of unit owners after the creation of a condominium upon the Property.

BINDING EFFECT; ASSIGNMENT

19. Run with the Land. Except as provided in paragraphs 8 and 22.2, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and the Commission, their respective successors in interest and all persons hereafter claiming under or through Grantor (including, without limitation, any organization of unit owners of a condominium created upon the Property) and the Commission, and the words

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

Anything contained herein to the contrary notwithstanding, an owner of the Property (or any Unit thereon after creation of a condominium on 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 a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference to this instrument by instrument number, or book and page, of recording in Middlesex (South) District Registry of Deeds, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to the Property, or any lesser estate in the Property, or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property, or the sale of a unit or units of a condominium after submission of the Property to the provisions of G.L. c. 183A..

20. Assignment. The Commission may, with the approval of the Board of Selectmen and Town Meeting and without 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 organization that is a "qualified organization" under Section 170(h) of the Code, as amended, whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out.

21. Recording and Effective Date. The Commission shall do and perform at its own cost all acts necessary to the prompt recording of this instrument with Middlesex South District Registry of Deeds. Grantor and the Commission intend that this Restriction shall take effect upon the day and year this instrument is recorded with said Deeds.

PERCENTAGE INTERESTS; EXTINGUISHMENT

22.1 Percentage Interests. For purposes of allocating proceeds pursuant to paragraphs 22.2 and 22.3, Grantor and the Commission stipulate that as of the date of this Restriction, Grantor and the Commission are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in fair market value of the Property. Said percentage interests shall be determined by the ratio of the consideration paid for this Restriction to the value of the Property plus cost of capital improvements as of the date of final completion of construction. The parties shall include the ratio of those values with the Baseline Documentation (on file with Grantor and the Commission) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Restriction to the value of the Property shall remain constant, and the percentage interest of Grantor and the Commission in the fair market value of the Property thereby determinable shall remain constant.

22.2 Extinguishment. Grantor and the Commission hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, total destruction of the Buildings resulting from casualty. Such an extinguishment must be the result of a judicial proceeding and shall be subject to the approval of the Massachusetts Historical Commission. The Commission shall entitle to share in any net proceeds resulting from the extinguishment in an amount that reflects its percentage interest in the fair market value of the Property, as such interest is determined under the provisions of paragraph 22.1, adjusted, if necessary, to reflect a partial termination or extinguishment of this Restriction. All such proceeds received by the Commission shall be used by it in a manner consistent with the Commission's primary purposes. Net proceeds shall include, without limitation, net insurance proceeds, and proceeds from the sale or exchange by

Grantor of any portion of the Property after the extinguishment. In the event of extinguishment, the provisions of this paragraph shall survive extinguishment of this Restriction and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien until any share of net proceeds due to the Commission hereunder has been paid; provided, however, that nothing contained herein 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. Upon payment to the Commission of such share of net proceeds as may be due under this Section, said lien shall be released and this Restriction shall be null and void, without recourse to the Commission or the Commonwealth, and, promptly upon request by Grantor, its successors or assigns, the Commission and Commonwealth shall issue a certificate in form suitable for recording, confirming the extinguishments of this Restriction.

22.3 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 Commission shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and the Commission in connection with such taking shall be paid out of the recovered proceeds. Grantor and the Commission shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraphs 22.1 and 22.2 unless otherwise provided by law. Provided, however, that if the Property is encumbered by a mortgage at the time of such condemnation, Grantor and the Commission shall be entitled to their respective percentage interests in any proceeds remaining after satisfaction of all mortgages.

INTERPRETATION

23. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

(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 Restriction and this instrument shall be interpreted broadly to effect 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 Grantor and the other, after recording, to be retained by the Commission. In the event of any disparity between the counterparts produced, the counterpart retained by the Commission 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 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 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 hereof, Grantor promptly shall notify the Commission of such conflict and shall co-operate with the Commission and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

AMENDMENT

24. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and the Commission may by mutual written agreement 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 Commission

under any applicable laws, including Sections 170(h) and 501(c) (3) of the Code and the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit additional residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Easement. Any such amendment shall be recorded with Middlesex South District Registry of Deeds. Nothing in this paragraph shall require Grantor or the Commission to agree to any amendment or to consult or negotiate regarding any amendment.

MORTGAGE SUBORDINATION

25. At the time of the conveyance of this Restriction, the Property is subject to a Mortgage dated September 10, 2004, recorded on September 13, 2004, with Middlesex South District Registry of Deeds in Book 43703 , Page 506 (hereinafter "the Mortgage") held by MHIC, LLC (hereinafter, "Mortgagee") The Mortgagee joins in the execution of this Restriction to evidence its agreement to subordinate the Mortgage to this Restriction under the following conditions and stipulations:

(a) The Mortgagee and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard or accident occurring to or about the Property and all proceeds of condemnation proceedings, and shall be entitled to same in preference to the Commission until the Mortgage is satisfied in full and discharged, notwithstanding that the Mortgage is subordinate in priority to the Restriction.

(b) If the Mortgagee receives an assignment of the leases, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage, then the Mortgagee shall have a prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to the Commission until the Mortgagee's

debt is paid off or otherwise satisfied, notwithstanding that the Mortgage is subordinate in priority to the Restriction.

(c) The Mortgagee or purchaser in foreclosure shall have no obligation, debt, or liability under the Restriction until the Mortgagee or a purchaser in foreclosure under it obtains ownership of the Property. An event of foreclosure, or a deed in lieu of foreclosure, shall not constitute an extinguishment of this Restriction.

(d) Nothing contained in this paragraph or in this Restriction shall be construed to give any Mortgagee the right to violate the terms of this Restriction or to extinguish this Restriction by taking title to the Property by foreclosure or otherwise.

(e) The foregoing shall not prohibit the Grantor from refinancing the mortgage identified above in subsection 25(a)), on one or more occasions, which refinanced mortgage(s) shall be subject to the same obligations and rights as are provided for in this Section 25 as to the mortgage identified in subsection 25(a). Upon and after the creation of a condominium on the Property, the first mortgage, from time to time, of each Unit of the condominium shall be entitled to the same rights under subsections 25(a) – 25(c), as apply to the Grantor's said mortgage(s), notwithstanding the recording of any such mortgage after this Restriction.

ORGANIZATION OF UNIT OWNERS

26. After the sale of the first unit of the condominium to a bona fide purchaser, the organization of unit owners will be deemed to be substituted for the Grantor for all purposes herein including, without limitation, in Sections 7, 8, 9, 10 and 22 of this Restriction.

TO HAVE AND TO HOLD, the said Preservation Restriction, unto the said Commission and its successors and permitted assigns forever. This Preservation Restriction Agreement may be executed in several 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.

IN WITNESS WHEREOF, Grantor and the Commission have set their hands under seal on the days and year set forth below.

GRANTOR:

POST ROAD GREEN, LLC

Carol Seto

By Carol Seto, its Manager

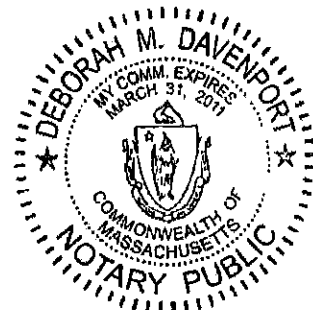
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 3rd day of June, 2005, before me, the undersigned Notary Public, personally appeared Carol Seto, who proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attaché document, and acknowledged to me that he/she/signed it voluntarily for its stated purpose, as Manger of Post Road Green, LLC and acknowledged the foregoing instrument to be the free act and deed of Post Road Green, LLC.

Deborah M Davenport
Notary Public

My Commission expires: March 31, 2011



GRANTEE

The Town of Weston acting by and through the Weston Historical Commission

Judith Mackland
Manson Merre
Robert J. Finkel
John Finkel
Armed L. Aydenitt

Approved by the Board of Selectmen

Robert P. Gillespie
Michael G. Scamity
Gregory S. Scamity

COMMONWEALTH OF MASSACHUSETTS

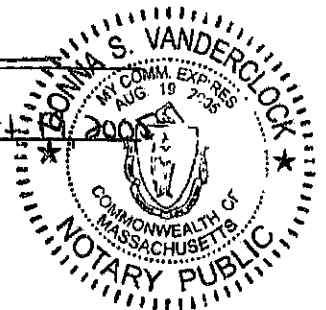
Middlesex County, ss.

On this 17th day of June, 2005, before me, the undersigned Notary Public, personally appeared Douglas P. Gillespie, who proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Member of the Town of Weston Board of Selectmen and acknowledged the foregoing instrument to be the free act and deed of the Town of Weston, acting by and through said Board.

Bonina S. VanderClove

Notary Public

My commission expires August



MORTGAGEE

MHIC, LLC

By Paul K Chan
Paul K Chan
Director of Development

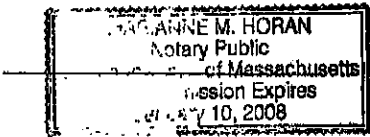
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 3rd day of August, 2005, before me, the undersigned Notary Public, personally appeared Paul K. Chan, who proved to me through satisfactory evidence of identification, which were Mass. Driver's License to be the person whose name is signed on the preceding or attaché document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as ~~Senior Lender~~ of MHIC, LLC and acknowledged the foregoing instrument to be the free act and deed of MHIC, LLC. Director of Development

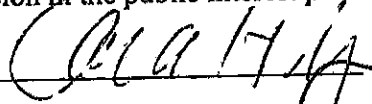
Marionne M. Horan
Notary Public

My Commission 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 Preservation Restriction to the Town of Weston (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to M.G.L., Chapter 184, Section 32.

By: 

Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 9 day of August, 2005, before me, the undersigned Notary Public, personally appeared Cara H. Metz, who proved to me through satisfactory evidence of identification, which were personally 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, as Executive Director and Clerk of the Massachusetts Historical Commission and acknowledged the foregoing instrument to be the free act and deed of the Commonwealth of Massachusetts acting by and through said Commission..

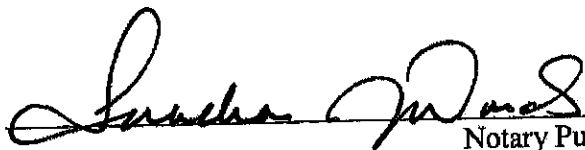
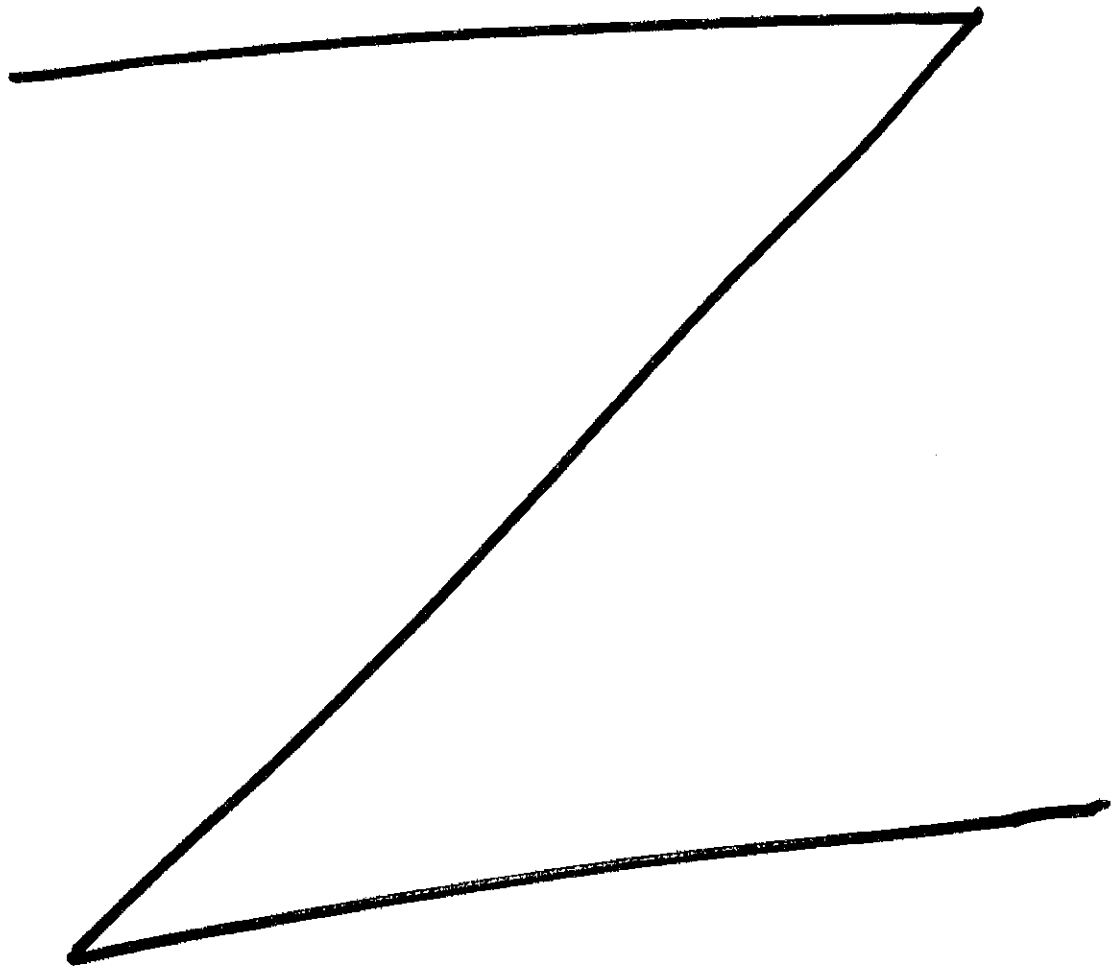

Notary Public
My Commission expires: 1/13/2006

EXHIBIT A

LEGAL DESCRIPTION





Bk: 43703 Pg: 192 Doc: DEED
Page: 1 of 2 09/13/2004 03:59 PM

QUITCLAIM DEED

I, DAVID J. CONNOLLY, of 45 West Plain Street, Wayland, Middlesex County, Massachusetts, for consideration of One Million Eighty Thousand and 00/100 (\$1,080,000.00) Dollars paid, grant to Post Road Green, LLC, a Massachusetts limited liability company, having an address of 290 Grove Street, Framingham, Massachusetts 01701,

with QUITCLAIM COVENANTS, a certain parcel of land with the buildings thereon, situated in Weston, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at the Southeast corner of Boston Post Road land formerly of Hastings and formerly of Macey; thence running

- WESTERLY by said road, ten (10) rods and twenty (20) links to land formerly of Miner, now or formerly of Raynor; thence
- NORTHERLY by land formerly of said Raynor, about fifty-one (51) rods to land now or formerly of the Estate of F.W. Bigelow; thence
- EASTERLY by said Bigelow land, about nine (9) rods to said land formerly of Hastings, now or formerly of Macey; thence
- SOUTHERLY by the land of Hastings about fifty-six (56) rods to the bound first mentioned.

Containing three (3) acres, be the same more or less.

Being the same premises conveyed to Grantor by deed from Helen M. Green and Cora M. Green, Co-executrixes dated November 12, 1973 and recorded with Middlesex (South) District Registry of Deeds in Book 12553, Page 255.

WITNESS my hand and seal this 10th day of September, 2004.

David J. Connolly
David J. Connolly

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 09/13/2004 03:59 PM
Dist# 038889 21855 Doc# 00238865
Fee: \$4,924.80 Cons: \$1,080,000.00

Return To:

LYNE, WOODWORTH & EVARTS, LLP
FEDERAL RESERVE PLAZA
600 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS 02210

809-811 Boston Rd
Assessor

2-
e

COMMONWEALTH OF MASSACHUSETTS

Weymouth ss.

On this 10th day of September, 2004, before me, the undersigned notary public, personally appeared David J. Connolly, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Frances X Hogan

Notary Public

My Commission Expires: 10/28/05

Print Notary Public's Name: Frances X. Hogan

Qualified in the Commonwealth of Massachusetts



FRANCES X. HOGAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 28, 2005

John P. Brown
Assistant Commissioner of Registers

John P. Brown
Assistant Commissioner of Registers