

HISTORIC PRESERVATION RESTRICTION AGREEMENT
BETWEEN
THE TOWN OF WESTON
AND

MARY G. AYDELOTT, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF
MARY B. GAMBRILL, MIDDLESEX PROBATE COURT NO. 98P 0597, ROGER B.
HUNT, AS EXECUTOR OF THE ESTATE OF MARY B. GAMBRILL, MIDDLESEX
PROBATE COURT NO. 98P 0597, JAMES H. GAMBRILL, AND BETSY G.
CLARK, AS SELLER

We, Mary G. Aydelott, individually and as Executor of the Estate of Mary B. Gambrill, Middlesex Probate Court No. 98P 0597, of Weston, Massachusetts, Roger B. Hunt, as Executor of the Estate of Mary B. Gambrill, Middlesex Probate Court No. 98P 0597, of Needham, Massachusetts, James H. Gambrill, of York Beach, Maine, and Betsy G. Clark, of Washington, D.C. (collectively, the "Grantors"), hereby grant to the Town of Weston, acting by and through its Historical Commission, having a mailing address of P.O. Box 378, Town House Road, Weston, Massachusetts 02193 (the "Grantee" or the "Town"), the following preservation restriction on the portion of the premises located at 39 Crescent Street, Weston, Middlesex County, Massachusetts, and all more particularly described below.

WHEREAS, the Grantors are the owners in fee simple of certain real property with the buildings and improvements thereon situated at 39 Crescent Street, Weston, Massachusetts, as described in deeds recorded with the Middlesex South District Registry of Deeds in (i) Book 6533, Page 294, and (ii) Book 6950, Page 479 (the "Premises");

WHEREAS, a portion of the Premises is improved by a functioning earthen dam (the "Restricted Structure");

WHEREAS, the Grantors have agreed to impose certain restrictions, obligations, and duties upon themselves as owners of the Premises and the Restricted Structure and on their successors to their right, title, and interest therein in order to protect the 19th century appearance of the Restricted Structure; and

WHEREAS, the preservation of the Restricted Structure is important to the public for the enjoyment and appreciation of its architectural, archaeological, and historical heritage as a rare surviving remnant of the original grist mill and appurtenances formerly located on the Premises and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, Section 32, (the "Act");

WHEREAS, the Premises are listed as a part of the Boston Post Road National and State Register District and as a part of the Crescent Street Historic District; and

WHEREAS, the Town is authorized to accept these preservation restrictions pursuant to M.G.L. Chapter 40, Section 8C;

68.00

1117

MSD 10/19/98 03:20:09

NOW, THEREFORE, for good and valuable consideration, the Grantors for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree with the Grantee as follows:

1. The preservation restriction hereby granted shall be perpetual, and the right to enforce it shall be vested in and managed and controlled by the Grantee or its successor.

2. Activities with respect to the Restricted Structure shall be controlled hereunder.

3. The term "Restricted Structure" as used herein shall apply only to the earthen dam, and shall not include any other building or structure located on the real property or any other aspect of the real property or improvements at the Premises, including but not limited to any bridge or any pond liner or other item that is generally or substantially below the ordinary waterline of the pond. Reference is made to photographic documentation of restricted structure attached hereto as Appendix A.

4. The Grantors covenant for themselves, their heirs, executors, administrators, successors and assigns, to forbear from performing or willfully permitting others to perform, except as specifically provided for in Paragraphs 5 and 6 hereof, the following activities:

- (a) actively removing, demolishing, altering, or modifying the Restricted Structure; or
- (b) actively making permanent changes in the appearance of the Restricted Structure.

5. The Grantors and their executors, administrators, heirs, successors, and assigns shall have the right and hereby are permitted to undertake the following activities on the Restricted Structure;

- (a) to make such repairs or alterations to the Restricted Structure as may be reasonably necessary to ensure its continued operation and safety, subject to the terms and conditions of Paragraphs 6 and 7 hereof;
- (b) to plant, trim, cut, or remove bushes, shrubs, trees, grass, ground cover, or other vegetation on the Restricted Structure;
- (c) to place such fences on or across the Restricted Structure as may be reasonably necessary to protect human life and safety;
- (d) to place lighting fixtures on or near the Restricted Structure; and
- (e) to make other changes of a temporary nature which do not permanently alter the operation or appearance of the Restricted Premises.

6. Notwithstanding the foregoing, the Grantors and their executors, administrators, heirs, successors, and assigns shall not be obligated or required:

- (a) to repair or restore the Restricted Structure in the event that the Restricted Structure or any portion thereof are damaged or destroyed by frost, ice, snow, flood, earthquake, erosion, storm, fire, or other natural cause or an act of God, or by accident or vandalism;
- (b) to refrain from modifying or demolishing the Restricted Structure if the Restricted Structure present or pose a reasonably serious or imminent threat to human life or safety;
- (c) to refrain from modifying or altering the Restricted Structure if required to do so by a governmental, administrative, or judicial authority of competent jurisdiction;
- (d) to refrain from modifying the Restricted Structure if necessary to meet reasonable requirements of any liability or other insurer providing or offering to provide insurance in connection with the Premises; or
- (e) to repair or restore the Restricted Structure if such repairs or restoration would impose an undue financial burden on the Grantors or their executors, administrators, heirs, successors, or assigns.

7. Any structural repairs to the Restricted Structure shall be made using materials and methods consistent with the historical and present appearance of the Restricted Structure, in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, to the extent reasonably practicable. It is hereby acknowledged that certain portions of the dam have been improved or repaired with concrete and/or mortar, and that the use of such materials may be necessary or appropriate in connection with future maintenance and repairs.

8. It is hereby recognized and agreed by all parties hereto that there shall be no public right of access to or use and enjoyment of the Premises or the Restricted Structure without the express written permission of the Grantors or their executors, administrators, heirs, successors, or assigns.

9. The Town may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the preservation of historical properties if the Town deems such transfer to be in the best interests of the objectives of this Agreement.

10. The preservation restrictions herein described are created pursuant to M.G.L. Chapter 184 Sections 31 through 33 and shall be construed so as to comply with said

BK 29237PG404

SEP 18 '96 08:07AM GP&H 22FLOOR

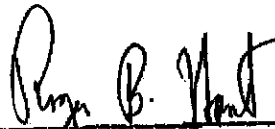
the validity and enforceability of any provision of this Agreement. Such restrictions are in addition to and not in limitation of the aforesaid National and Local Historic Districts.

11. The preservation restrictions hereby imposed are in gross and are not for the benefit of or appurtenant to any particular estate. The burden of the restrictions hereby imposed shall run with the Premises and shall be binding all future owners of any interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this document as a sealed instrument as of the date written above.

GRANTORS:

Mary G. Aydelott, individually
and as Executor


Roger B. Hunt, as Executor


James H. Gambrell

Betsy G. Clark

BK29237PG405

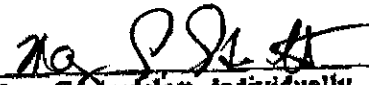
P.5

the validity and enforceability of any provision of this Agreement. Such restrictions are in addition to and not in limitation of the aforesaid National and Local Historic Districts.

11. The preservation restrictions hereby imposed are in gross and are not for the benefit of or appurtenant to any particular estate. The burden of the restrictions hereby imposed shall run with the Premises and shall be binding all future owners of any interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this document as a sealed instrument as of the date written above.

GRANTORS:


Mary G. Aydelou, individually
and as Executor

Roger B. Hunt, as Executor

James H. Gambrill

Betsy G. Clark

BK29237PG406

P.5

SEP 18 '98 08:07AM GP&H 22FLOOR

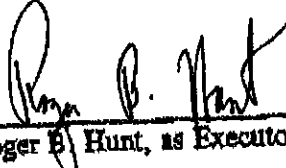
the validity and enforceability of any provision of this Agreement. Such restrictions are in addition to and not in limitation of the aforesaid National and Local Historic Districts.

11. The preservation restrictions hereby imposed are in gross and are not for the benefit of or appurtenant to any particular estate. The burden of the restrictions hereby imposed shall run with the Premises and shall be binding all future owners of any interest therein.


IN WITNESS WHEREOF, the parties hereto have executed this document as a sealed instrument as of the date written above.

GRANTORS:

Mary G. Aydelon, individually
and as Executor


Roger B. Hunt, as Executor

James H. Gambrell


Betsy G. Clark

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. October 13, 1998

Then personally appeared before me the above named Mary G. Aydelott, individually and as Executor of the Estate of Mary B. Gambrill, to me personally known, and acknowledged that the execution of the said Agreement, by her individually and as Executor as aforesaid, was her free act and deed.

Jay S Rice
Notary Public
My commission expires: 11/3/2000

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 1998

Then personally appeared before me the above named Roger B. Hunt, as Executor of the Estate of Mary B. Gambrill, to me personally known, and acknowledged that the execution of the said Agreement, by him as Executor as aforesaid, was his free act and deed.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 1998

Then personally appeared before me the above named Betsy G. Clark, to me personally known, and acknowledged that the execution of the said Agreement, by her as aforesaid, was her free act and deed.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1998

Then personally appeared before me the above named Mary G. Aydeloz, individually and as Executor of the Estate of Mary B. Gambrill, to me personally known, and acknowledged that the execution of the said Agreement, by her individually and as Executor as aforesaid, was her free act and deed.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk _____, ss.

October 14, 1998

Then personally appeared before me the above named Roger B. Hunt, as Executor of the Estate of Mary B. Gambrill, to me personally known, and acknowledged that the execution of the said Agreement, by him as Executor as aforesaid, was his free act and deed.

Rosemary M. Cronin
Notary Public
My Commission Expires July 9, 2004

Rosemary M. Cronin

Notary Public
My commission expires:

District of Columbia
~~COMMONWEALTH OF MASSACHUSETTS~~

_____, ss.

October 13, 1998

Then personally appeared before me the above named Betsy G. Clark, to me personally known, and acknowledged that the execution of the said Agreement, by her as aforesaid, was her free act and deed.

[Signature]

Notary Public
My commission expires:

My Commission expires
January 31, 2001

SEP 18 '98 08:08AM GP24 22FLOOR

P.7

State of ~~MASSACHUSETTS~~ NEW HAMPSHIRE

ROCKINGHAM, ss.

10/10, 1998

Then personally appeared before me the above named James H. Gambrell, to me personally known, and acknowledged that the execution of the said Agreement, by him as aforesaid, was his free act and deed.

Jeffrey H. Mayle
Notary Public
My commission expires:
April 20, 2002

ACCEPTANCE OF GIFT

The gift of the foregoing Historic Preservation Restriction Agreement is hereby found to be in public interest and is hereby accepted this _____ day of _____, 1998.

TOWN OF WESTON
HISTORICAL COMMISSION

By: _____
Chairman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

_____, 1998

Then personally appeared the above-named _____ and _____ and acknowledged the foregoing to be the free act and deed of the Town of Weston Historical Commission, before me

Notary Public
My commission expires:

BK 29237PG410

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 1998

Then personally appeared before me the above named James H. Gambrell, to me personally known, and acknowledged that the execution of the said Agreement, by him as aforesaid, was his free act and deed.

Notary Public
My commission expires:

ACCEPTANCE OF GIFT

The gift of the foregoing Historic Preservation Restriction Agreement is hereby found to be in public interest and is hereby accepted this 15TH day of OCTOBER, 1998.

TOWN OF WESTON
HISTORICAL COMMISSION

By: Alfred L. Aydelott
Chairman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 15, 1998

Then personally appeared the above-named Alfred L. Aydelott, and acknowledged the foregoing to be the free act and deed of the Town of Weston Historical Commission, before me

Ulan H. Fitzgerald
Notary Public
My commission expires:

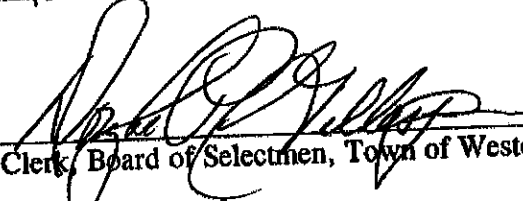
10/9/2003

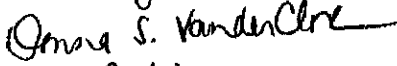
TOWN OF WESTON
BOARD OF SELECTMEN

The undersigned Clerk of the Board of Selectmen of the Town of Weston, hereby certifies that the foregoing Preservation Restriction Agreement was duly approved as being in the public interest, pursuant to Massachusetts General Laws Chapter 194, Section 32, by the Selectmen at a meeting held on OCTOBER 13, 1998.

Middlesex, ss

Then personally appeared before me and acknowledged the foregoing to be the free act and deed of the Board of Selectmen, before me,


Clerk, Board of Selectmen, Town of Weston

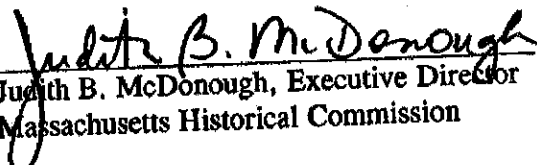

Notary Public

MASSACHUSETTS HISTORICAL COMMISSION

My Commission expires August 19, 2005

The undersigned Executive Director of the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction Agreement has been approved as being in the public interest, pursuant to Massachusetts General Laws Chapter 184, Section 32.

Dated: October 15, 1998



Judith B. McDonough, Executive Director
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 15, 1998

Then personally appeared before me the above named Judith B. McDonough, Executive Director, and acknowledged the foregoing to be the free act and deed of the Massachusetts Historical Commission, before me,


Notary Public
My commission expires:
10/9/2003