

**PRESERVATION RESTRICTION AGREEMENT
BETWEEN THE TOWN OF SOUTHBOROUGH
BY AND THROUGH THE SOUTHBOROUGH HISTORIC
COMMISSION
AND
84 MAIN STREET SOUTHBOROUGH, LLC**

The parties to this Preservation Restriction Agreement (“Agreement”) are 84 Main Street Southborough, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, having a usual place of business at 42 Westboro Road, North Grafton, record owner in fee of certain real property, located at 84 Main Street, Southborough, by Deed dated August 7, 2014 and recorded in the Worcester Registry of Deeds in Book 52671, Page 4, being historically known as the Joseph Burnett House, the record owner having an address of 42 Westboro Road, North Grafton, MA 01536, together with its heirs, successors, administrators and assigns and the Town of Southborough (“Grantee”), a duly organized and existing municipal corporation established in 1727 with a Government address of 17 Common Street, the Town House, Southborough, MA 01772, to be administered, managed and enforced on behalf of Grantee by and through its agent, the Southborough Historic Commission (“Commission”).

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the “Joseph Burnett House” and “Garfield Estate”, located at 84 Main Street, Southborough, Massachusetts (“Premises”), more particularly described in the Deed dated August 7, 2014 and recorded in the Worcester Registry of Deeds in Book

52671 Page 4, which Premises are described in Exhibit “A” attached hereto and incorporated herein by reference. The Premises are also shown on Map 53 as Parcel 1 on the Town of Southborough Assessors Maps (Exhibit B), the Form B- Massachusetts Historical Commission Building Inventory Form, prepared June 1999 (Exhibit C), and exterior photographs of the Premises (Exhibit D), together with original digital electronic and archival print copies of which are also on file with the Town Clerk and Grantor, all being attached as Exhibits B, C and D hereto and incorporated herein by reference; and

WHEREAS, this Agreement is intended to protect and preserve **historical features** (i) the existing Joseph Burnett House (“Main House”) and accessory historical buildings, the carriage house (“Carriage House) and the original St. Marks Chapel (“Chapel) (the Main House, Carriage House and Chapel collectively being hereinafter referred to as “Buildings of Historical Significance”); and (ii) the land located at the Premises as further depicted on the attached plan (Exhibit E), which depicts the Buildings of Historical Significance and which depicts the view as protected land (“Protected Land”) which plan is attached hereto and incorporated by reference; furthermore at the Grantor’s discretion, it may **historically** reconstruct or replicate the Cottage and relocate same at the Premises as noted in Exhibit E; and

WHEREAS, the Buildings of Historical Significance are in need of preservation and restoration and the Protected Land is in need of maintenance; and

WHEREAS, Exhibits B, C, D and E shall collectively make up the base line documentation (“Baseline Documentation”) referred to hereinafter and the following generally further the maintenance and the general extent of the Grantor’s restoration, repair and maintenance of the extension of the Main House and Protected Land; and

1. The Main House being originally built in 1849, is a striking example of Second Period French Empire Architecture. It has eleven bedrooms, a ballroom, sitting room, French style kitchen, a keeping room, and billiard room. The Main House is constructed of local stone in a mix of colors, trimmed with wood medallions and brackets.
2. The Grantor intends to restore the original exterior, trim, windows (adding energy panels which are single sheets of framed glass or a single sheet of framed glass covering the windows), and slate roof including adding slate where it was removed. In addition, the Grantor intends to rebuild the front porch that had been removed, add a sun atrium onto the kitchen area in the rear, and to restore the original doors. The exterior work will preserve the view of the Main House for years to come.
3. Relative to this Protected Land, this landscape shall be professionally pruned, irrigated, loamed, shaped as needed and Grantor shall attempt to follow the Olmstead plan whenever possible. No perimeter fencing or tall hedges shall be placed on the property blocking the view, except around the pool. There will be wrought iron gates at both entrances to the property. All healthy monumental trees to be conserved, diseased trees to be replaced with minimum 3” caliper following Olmstead plan as best as possible; and

WHEREAS, the restrictions contained in this Agreement have not been purchased with state funds, but were authorized by the vote of the Town of Southborough under Article ___ of the April 2016 Annual Town Meeting appropriating \$1,000,000.00 in Community Preservation Act funds (Comment: or the amount agreed to by the parties and substantiated by the appraisal commissioned by the Southborough Community Preservation Committee) for the purpose of acquisition of the development rights and said Preservation Restriction upon the Buildings of Historical Significance and Protected Land (collectively the “Historic Property”); with the approval of the Community Preservation Committee pursuant to M.G.L. c.44B; and

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon itself as the owner of the Premises and on its heirs, successors, administrators and assigns to its right, title and interest therein, with respect to such maintenance, protection, and preservation of the Historic Property in order to substantively protect the architectural and historical integrity and significance thereof; and

WHEREAS, the Premises is included in the Inventory of Historic and Archaeological Assets of the Commonwealth was found by the Massachusetts Historical Commission staff to be eligible for listing in the National Register of Historic Places in an opinion dated July 30, 2014, is historically significant for its architecture, associations and/or archaeology, and is qualified for the protections of a perpetual preservation restriction under M.G.L. Chapter 184, sections 31, 32 and 33; and the preservation of the

Historic Property is important to the public for the enjoyment and appreciation of its architectural and historical heritage and will serve the public interest in a manner consistent with the purposes of G.L. c.184, §§ 31, 32 and 33, hereinafter referred to as “the Act”, and is for a bonafide public purpose; and

WHEREAS, the Historic Property has been determined by the Grantee to be a significant historic asset in the Town, notable in that:

- Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter “preservation values”) and significance of the Buildings of Historical Significance and the Protected Land, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Protected Land;
- The Historic Property was the Homestead of the best known and most influential Southborough citizen in the Town’s history, Joseph Burnett (1820-1894), founder of St. Mark’s School, St. Mark’s Church, Deerfoot Farm and the commercial enterprise of the nationally known Burnett’s Flavor Extracts.

· **NOTE: Further detail, if required is to be furnished by Southborough Historic Commission**

WHEREAS, the Parties agree that the Historic Property retain its rural vista and historical character as it is important to maintain the setting and sense of place; and

WHEREAS, the Buildings of Historical Significance and Protected Land at the Premises together are a historically and architecturally significant property, qualified for the protections of a perpetual preservation restriction under the Act; and

WHEREAS, the Grantee is a government body authorized to accept these preservation restrictions under G.L. c.40, §8D and the Act; and

WHEREAS, the Grantor, for itself and its heirs, successors, administrators and assigns, as well as for the benefit of the Town of Southborough, further desires and agrees to substantively restore the extension of the Historic Property to its 19th Century splendor, which will include a specific restriction that will ensure that the Main House, Chapel and Carriage House will be protected pursuant to the terms herein and the Protected Land will not be subdivided.

NOW, THEREFORE, in consideration, of the amount of One Million (\$1,000,000.00) Dollars (Note: Or the alternative value agreed to after appraisal is completed) and other valuable consideration granted in the public interest, the Grantor conveys to the Grantee the following preservation restrictions, which shall apply in Perpetuity to the Buildings of Historical Significance and Protected Land.

These preservation restrictions are set forth so as to ensure the specific preservation of those substantive characteristics which contribute to the extension, architectural and historic integrity of the Protected Land and Buildings of Historical Significance. Such

characteristics that contribute to the architectural and historical integrity thereof include the setting and location of the Buildings of Historical Significance and Protected Land; existing architectural features, materials, appearance, and workmanship of the Historic Property. These existing features are shown and described on the Baseline Documentation.

The terms of the Preservation Restriction are as follows:

- (1) No further division or subdivision : Conveyance in fee of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted) is prohibited.

- (2) Maintenance of Premises: The Grantor agrees to assume the cost of continued maintenance, repair and administration of the Historic Property so as to maintain the Historic Property in a good and sound state of repair and to preserve the exterior characteristics that contribute to the architectural and historical integrity of the Historic Property in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitation, Restoring and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time ("The Secretary's Standards") and as they may relate to the exterior of the Buildings of Historical Significance, a current copy of which is attached as Exhibit "F" hereto and incorporated herein by reference and the Secretary of the Interior's Guidelines for Treatment of Cultural Landscape. Grantee does not assume any obligation for maintaining, repairing or

administering the Historic Property. Notwithstanding the above, the Grantor shall not be restricted in any way from maintaining, repairing or upgrading any septic facility or underground utilities on the Property in compliance with applicable law, however, Grantor must restore any disturbed area to grass or its natural state.

- (3) Demolition and Relocation: Grantor shall not demolish or knowingly cause or permit to be demolished the Buildings of Historical Significance, other than as allowed herein pursuant to paragraph 10.
- (4) Alterations: The Grantor agrees that no alterations, other than disclosed or allowed herein, shall be made to the exterior of the Buildings of Historic Significance or to protected architectural features pursuant to the Standards unless:
- a. Alterations which are minor in nature and do not substantively affect the characteristics that contribute to the architectural or historical integrity of the Historic Property. Ordinary maintenance and repair of the Historic Property may be made without the written permission of the Grantee. For purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is to be governed by the Historic Standards and Guidelines.
 - b. After reviewing plans and specifications submitted by Grantor, which plans are incorporated herein and attached as Exhibit D and E, which may include

but are not limited to: the reconstruction of the tower or porches on the Main House as depicted in the baseline photographs; the addition of a greenhouse/atrium off the kitchen and pool both at the rear of the Main House; and other minor modifications as reasonably detailed in the renovation of the Main House, Carriage House, Chapel and Cottage. All of which the Grantee has previously determined do not substantially impair the characteristics that contribute to the architectural or historical integrity of the Premises or Historic Property; or

- c. Alterations which are required by casualty or other emergency, promptly reported to the Grantee.
- (5) Permanent Restriction as to Cutting of Monumental Trees: Grantor acknowledges, other than as herein approved, a prohibition of all (unnecessary) cutting of monumental (trees of 18” diameter or greater) (“Monumental Trees”) or ornamental trees, unless after consultation by Grantor’s certified Arborist and the Commission through the Town’s duly authorized Tree Warden as its agents is determined to be reasonable, all at Grantor’s expense. Such cutting may occur once the Arborist and Tree Warden are in reasonable agreement on any such cutting or removal, however within twelve (12) months of this Agreement, Monumental Trees hereinafter substantially damaged or currently in a substantive damaged condition may be pruned or totally removed if the Grantors certified Arborist determines same.

(6) Rights of First Option: In furtherance of the intended preservation of the Premises, Grantor grants to the Town a Right of First Option, as to any future sale of the underlying fee simple of the Premises outside of Grantor's immediate family defined as Grantor's Managers or it's successors spouse and children. The Town, in its discretion for public interest purposes, consistent with the intent of this restriction in its sole discretion, may, in the future, assign transfer or convey the underlying Right of First Refusal or fee interest acquired herein to a qualified non-profit or charitable entity and/or will take all required action to insure there will not be a merger of interest by conveying its interest herein to an entity qualified to hold same. Such Right of First Option must be exercised by the Selectmen within thirty (30) days of such notice of intended sale and approved by Town Meeting and consummated within one hundred fifty (150) days thereafter.

(7) Completion of Period Restoration: Grantor shall complete period restoration of the exterior of the Main House within 48 calendar months from the approval of the Southborough Town Meeting, to accept this preservation restriction for such consideration. Thereafter the exterior of the Carriage House and Chapel shall be period restored at Grantors reasonable discretion thereafter, however no later than forty eight (48) months thereafter.

So as to ensure timely completion of the exterior restoration/renovation, specified herein, Grantor agrees to provide a surety bond, issued by a qualified surety company naming the Town as the Guarantee party, for the amount of the proceeds paid by the Town only for the restoration/renovation costs of the Buildings of Historical Significance and not for the amount attributed towards the Development

Rights of the Land. However the Grantor will not be required to pay more than a rate of ___ (___ % (Comment: Parties agree in principle to this surety concept, amount to be further discussed and determined upon receipt of appraisal.) of the value thereof for such surety. Such surety to be provided and furnished to the Town at the time of closing and shall remain in effect proportionately until the renovation/restoration work contemplated herein is completed.

- (8) Removal of Invasive Species along Aqueduct: Grantor shall take reasonable steps necessary, in it's sole discretion to pursue state and local approval, including but not limited to approvals of the State DCR and Town Conservation Commission to remove invasive vegetation species and other vegetation along the contiguous aqueduct area, so as to restore the waterway bank adjacent to the Premises to its 19th century appearance.
- (9) Exterior Landscape Decision: Grantor shall take reasonable steps to create, preserve, and maintain all exterior landscaping on the Protected Land to be reasonably consistent with the original 19th century Frederick Law Olmstead design (a copy being attached hereto as Exhibit F) on or before forty eight (48) months of this Agreement. Furthermore at Grantors option, with the approval of the Town which is granted herein, shall attend to the maintenance of the isolated grass area on the corner of Deerfoot Road and Main Street, as shown on (sketch, plan or photo), including the placements of a soft/low illuminated historical marker and house sign, such historical marker and house sign to be collaborative and with the approval of the Southborough Historic Commission.

Grantor reserves the right to seek necessary Zoning Relief to allow the Joseph Burnett Main House to be used as an Eleven Unit, Bed and Breakfast lodging facility, with the accessory Carriage House, also to be utilized as an Antique Shop, provided that such use conforms to the provisions of this Preservation Restriction.

- (10) Insurance/Casualty Damage: Grantor shall keep the Historic Property insured by an insurance company rated “A-1” 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 the Commission within ten (10) business days of the Commission's written request thereof certificates of, such insurance coverage naming the Town of Southborough as an additional insured with the policy so endorsed. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

In the event of damage or destruction of the Historic Property caused by fire or other casualty, Grantor shall promptly notify Grantee of such damage or destruction and Grantor and Grantee shall each use best efforts to cooperate with one another

and Massachusetts Historical to make any determinations that may be necessary under this Paragraph 10. Grantor shall share with Grantee and Massachusetts Historical its plans and specifications for stabilization, restoration, rehabilitation or reconstruction (“Casualty Repair”) of the damaged or destroyed structure as is required pursuant to the Historic Standards & Guidelines . In the event that a substantial portion in building area or Casualty Repair cost as a percentage of appraised value, of an individual Building of Historic Significance is damaged or destroyed (“Major Damage”), or pursuant to the Historic Standards & Guidelines the stabilization of the damaged or destroyed Building of Historic Significance in accordance with the terms of this Agreement, or otherwise is not feasible (“Demolition Determination”), Grantor may demolish the Historic Property. In the event of a such Major Damage or Demolition Determination, this Agreement shall, as between the Grantor and the Grantee be deemed impossible to accomplish and either Grantee or Grantor shall seek to release the Agreement in whole pursuant to the procedures established by the Act, including approval by the Massachusetts Historical Commission following its public hearing to determine that such release is in the public interest.

In the event that Building or Property 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 Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer 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 Building and/or reconstruction of damaged or destroyed portions of the Building;
and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

If after reviewing the report provided for above and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under this paragraph 10, Grantor and the Commission agree that the purpose of this 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 Building or Buildings of Historical Significance in accordance with plans and specifications consented to by the parties up to the total

casualty insurance proceeds available to Grantor, however Grantor shall not be obligated to expend any funds greater than the available insurance proceeds.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under this paragraph, Grantor and the Commission agree that restoration reconstruction of the Building or Buildings of Historical Significance is impractical or impossible, or agree that the purpose of the restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze, the Building or Buildings of Historical Significance and/or construct new improvements on the property, Grantor and Grantee may agree to extinguish this restriction in accordance with the laws of the Commonwealth of Massachusetts and the terms herein.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lenders claims under this paragraph, 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 and settled in accordance with paragraph 14, herein and if not resolved the parties shall pursue a claim in the Worcester Superior Court. The Mediator shall have experience in historic preservation matters.

- (11) Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions and

agents, 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 the existence of this Restriction and in connection with injury to or death of any person ; physical damage to the Building; the presence or release in, 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 other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions and agents,. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, which includes if necessary the dispute resolution process herein, 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.

(12) Inspection: Upon reasonable prior notice to Grantor, there is hereby granted to Grantee and its representatives the right to enter the Protected Land at reasonable times and in a reasonable manner for the purpose of inspecting the exterior of the Historic Property to determine compliance with this Preservation Restriction Agreement.

(13) Legal Remedies of Grantee: The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations and shall be in addition to and not in limitation of any other rights and remedies available to Grantee. Provided that if

a violation of this Agreement is determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Agreement or in taking reasonable measures to remedy, abate any violation thereof. To the contrary, if Grantee's claim is found to be without merit, Grantee shall pay Grantor its reasonable costs, fees and expenses to defend such claim, including without limitation its reasonable attorney's fees.

By its acceptance of the terms of this Agreement, Grantee does not undertake any liability or obligation relating to the condition of the Premises, 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 Premises. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

- (14) Dispute Resolution. In the event of any disputes between Grantor and Grantee under this Agreement, then the parties shall submit such dispute to mediation by a mediator reasonably approved by both parties. If the parties are unable to resolve the dispute by mediation, the matter shall be resolved by arbitration. Unless otherwise agreed to by the parties, the arbitration shall be conducted by one arbitrator in accordance with the American Arbitration Association Commercial

Rules in effect at the time. The arbitration award shall be final, and if applicable, judgment shall be entered upon such award in accordance with applicable award in any court having jurisdiction of such dispute. The costs of the mediation and arbitration shall be shared equally between the parties and the parties shall be responsible for their own attorney's fees and expenses.

- (15) Assignment: The Grantee may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties, only in the event that the Grantee should cease to function in its present capacity or Grantee shall exercise its Right of First Option pursuant to paragraph (6).
- (16) Binding Effect and Release: The burden of this Agreement shall run with the Premises in perpetuity, and shall be enforceable against Grantor. If circumstances arise (through condemnation or casualty or other causes) that render the purposes of this Agreement impossible to accomplish, this Agreement may be released, in whole or in part, by Grantee pursuant to the procedures established by the Act and the laws of the Commonwealth. Such release shall be subject to approvals by the Town of Southborough, through its Board of Selectmen, and the Massachusetts Historical Commission following public hearings to determine that such release is in the public interest.

(17) Written Notice of Approval: Whenever prior written approval by Grantee is required under the provisions of this Agreement or the Historic Standards & Guidelines, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the provision of this Agreement. Upon receipt of such notice, Grantee shall grant or withhold its approval or request further reasonable information concerning such request in writing within forty-five (45) days of receiving such notice or within forty-five (45) days of receiving the requested information (...so long as the request sets forth the provisions of this paragraph relative to deemed approval with the passage of time. Notwithstanding the above, nothing in this paragraph shall be deemed to permit Grantor to undertake any activities otherwise prohibited by the terms of this Agreement. – To be discussed). The failure by Grantee to act within forty-five (45) days of its receipt of such original written request, as may be amended herein, for Grantee's approval required under this Agreement shall be deemed to be approval of such request. Whenever prior written approval by Grantee is required under this Agreement, Grantee shall not unreasonably withhold, condition or delay such approval, with the parties knowledge that Grantee is a government agency, regulated by applicable law.

- (18) Validity and Severability: The invalidity of G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- (19) Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Grantee.
- (20) Mortgage Release and Discharge: Grantor represents to Grantee that if the Premises are subject to a mortgage or other security agreements prior in right to recording of this Agreement, that such encumbrances shall be released, otherwise discharged or subordinated to this Agreement at the time of conveyance of the restriction.
- (21) Archeological Activities: Archeological field investigation activities on the Premises, including without limitation, archeological survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by the Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (M.G.L. c. 9, § 27C, 950 CMR 70.00).

IN WITNESS WHEREOF, we have hereunto set our hands and seals

this _____ day of _____, 2016.

GRANTOR: 84 MAIN STREET SOUTHBOROUGH, LLC

By its duly authorized Manager:

Jon Delli Priscoli

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared Jon Delli Priscoli, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

GRANTEE: Town of Southborough

By its Selectman as duly authorized:

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

**APPROVAL AND ACCEPTANCE BY THE
SOUTHBOROUGH BOARD OF SELECTMEN**

We, the undersigned, being a majority of the Board of Selectmen of the Town of Southborough, Worcester County, Massachusetts, hereby certify that at a meeting duly held on _____, 2016, said Board voted to approve and accept the foregoing Preservation Restriction.

Southborough Board of Selectmen:

hereto duly authorized, with no personal liability.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32 and by a duly authorized Vote.

Massachusetts Historical Commission

By: _____

Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

APPROVAL BY THE SOUTHBOROUGH HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32 and by a duly authorized Vote.

Southborough Historical Commission

By: _____
Hereunto duly authorized.

Southborough Historical Commission

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

Exhibit "A"

The land with the buildings and improvements thereon known as and numbered 84 Main Street, Southborough, Worcester County, Massachusetts, being bounded and described as follows:

Beginning at a point on the northeasterly corner of said land at the junction of Main Street and Parkerville Road; thence running;

South seven (7) degrees thirty five minutes west two hundred eighty four and 90/100ths (284.9) feet more or less to a stone bound; thence turning and running;

North $82^{\circ} 14' 10''$ west, a distance of one hundred and 12/100ths (106.13) feet to a point according to said plan; thence continuing

in a northwesterly direction along an arc with a radius of two hundred (200) feet for a distance of one hundred six and 13/100ths (106.13) feet to a point according to said plan; thence continuing

in a northwesterly direction along an arc with a radius of three hundred ninety six (396) feet for a distance of one hundred fifty three (143) feet to a point; thence continuing five (1,535) feet for a measured distance of three hundred eleven and 73/100 (311.73) feet to a stone bound; thence turning and running;

South $48^{\circ} 58' 47''$ west, a measured distance of three and 87/100ths (3.87) feet to a point according to said plan; thence turning and running;

North $41^{\circ} 01' 13''$ west, a measured distance of twenty three and 88/100ths (23.99) feet to a point; thence turning and running;

North $48^{\circ} 58' 47''$ east, forty (40.00) feet to a point; thence turning and running;

South $41^{\circ} 01' 13''$ east, twenty one (21) feet to a point; thence turning and running; along a stone wall by Deerfoot Road,

North $48^{\circ} 58' 47''$ east, a measured distance of two hundred forty-eight and 44/100ths (248.44) feet to a point; thence continuing along said stone wall in a northeasterly direction along an arc with a radius of one hundred thirty four and 84/100ths (134.84) feet for a distance of one hundred twenty two and 15/100ths (122.15) feet by the southerly intersection of Deerfoot Road and Main Street to a point; thence continuing in the stone wall, South $77^{\circ} 37' 28''$ east, three hundred fifty two and 46/100ths (352.46) feet by Main Street to the point of beginning.

Meaning and intending to convey and hereby conveying a portion of the premises conveyed to and owned by Irvin McD Garfield, Jr., and Elinor F. Garfield, husband and wife as tenants by the

entirety by deed from George H. Burnett dated July 2, 1947, recorded with Worcester Registry of Deeds in Book 3068, Page 180, except for the premises conveyed by deeds recorded at Book 4428, Page 310 and Book 6652, Page 396.

Subject to and with the benefit of all easements and restrictions of record, to the extent the same are in force and applicable, including but not limited to the easements described in a taking by the Commonwealth of Massachusetts, dated July 3, 1897 recorded in Book 1550, Page 23 and shown on a plan entitled "Plan No.20 of Land Taking, Reservoir No.5, (dated) June 1897".

Subject to and with the benefit of the rights, easements and restrictions set forth in an Indenture dated November 10, 1899 by and between the Commonwealth of Massachusetts, Metropolitan Water Board and Josephine Burnett, et ux, and recorded in Book 1633, Page 166 and the rights of the Metropolitan Water Board set forth in Book 1495, Page 245.

Subject to and with the benefit of an easement for the installation and maintenance of sub-surfaced soil absorption (septic) system dated May 20, 2010 and recorded in Book 45871, Page 225 and as shown on a plan recorded in Plan Book 882, Page 78 and amended by instrument recorded in Book 48451, Page 236.

Subject to and with the benefit of the provisions of an Order of Conditions from the Southborough Conservation Commission creating a conservation restriction for the preservation of trees located in the north westerly corner of the premises, recorded in Book 46151, Page 123.

For Grantors title, see deed from Jennifer Burchill to Grantor recorded August 7, 2014 in Book 52671, Page 4 with the Worcester District Registry of Deeds.

Exhibit "B"

1. Town of Southborough Assessor's Map
2. Form B--Massachusetts Historical Commission Building Inventory Form, prepared June 1999; and
3. Exterior Photographs of the Premises taken _____.

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Exhibit "C"
Protected Land

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Exhibit “D”

1. Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67 and 68)

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Exhibit 'E'

Approved Plans and Renovations to the Historical Property

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