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

Property: 84 Main Street, Southborough, MA

The parties to this Preservation Restriction Agreement ("Agreement") are 84 Main Street Southborough, LLC, ("Grantor") 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 Historical 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 located at 84 Main Street, Southborough, Massachusetts ("Premises"), more particularly described in the

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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** of (i) the existing Joseph Burnett House ("Main House") and accessory historical buildings which includes 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 the view as protected land ("Protected Land"), said 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 in the area as noted in Exhibit E, however, such replication is to substantively replicate the Cottage in the image as noted in the historical photos and will require submission, review and approval of such replication/renovation plans ("Cottage Plans") by the Commission, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Commission may only

disapprove said Cottage Plans if they determine by a majority vote of at least four (4) sitting members at a duly called meeting of the Commission that the Cottage Plans do not substantively reflect the image as noted in the historical photographs of the Cottage; 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 describes the Main House, Carriage House, Chapel, Cottage and grounds and the general extent of the Grantor's restoration, repair and maintenance of the exterior of the Main House, Carriage House, Chapel, Cottage and Protected Land;

1. **Description Main House.** 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 closure of the Main House is constructed of a variety of local Southborough stone that creates a strong polychrome effect, as the natural hues of the material range from what appears to be a light gray schist to another dark gray stone used in corner quoining and window lintels and sills, to a contrasting warm brown stone interspersed as smaller pieces among the larger gray blocks. The double-hung windows are wood, as is the main cornice, adorned with oversized, molded modillion-like brackets.

This complex building has several wings and appendages. The core of the house is a high 2 1/2-story block with an east-facing, three-bay facade. A short full-height wing extends to its south, with a longer west wing behind it. In the angle between the rear of the main house and the west wing is a three-story square tower with a hipped roof. The tower was once much higher, with a prominent mansard roof. A square one-story section northeast of the tower with a distinctive red slate hipped monitor roof is apparently a billiard room.

Windows throughout the house are mainly 6-over-6 or 4-over-4-sash. Pedimented, pilastered dormers with 6/6 sash are set into the nearly vertical lower faces of the roof. The main east facade is three bays wide, with a somewhat severe appearance due to the loss of its wide porch. The wide center entry, recessed into a quoined surround of rock-faced gray granite, has a large, varnished double-leaf door with round-headed lights over single panels. Early photos show that the facade windows had louvered wood shutters, and that the center second-story window was tripartite, with what appear to be French doors and a pilastered surround with segmental-arched pediment above it. A wide "piazza" spanned the main facade, and a balustraded open terrace continued north along the drive.

The east facade of the south wing has paired 4/4 sash at both first and second stories, with a narrow 6/6 toward the north end. Projecting from the south wall of the wing is a flat-roofed one story den or sunroom, which echoes another of similar design abutting the north end of the main block. Viewed from the south, the south wing is one-bay deep, and the west wing behind it is three bays long, punctuated by segmental-arched window openings crowned with five small

stone blocks. The segmental-arched theme of the west wing is continued in a southwest entry in what appears to have been a former one-story kitchen or pantry ell. Fronting the entry is a modern wooden deck. The view of the rear (west) elevation reveals the square tower, tucked into the angle of the two bay width of the main house and the west wing.

The tower has one window on each face at first and second stories, and a pair of narrow 4-over-4-sash at the third, all set into segmental-arched openings. Northeast of the tower is a feature that was becoming fashionable in luxurious American country houses by the Civil War era, a one-story billiard room. Many billiard rooms were designed, like this one, on a square plan, and often had this type of hipped roof with a monitor skylight in the center to light the billiard table. The monitor windows appear to have been filled in here, but the general form remains, along with the distinctive red slate of the roof. The wide rear chimney is another typical feature, marking the location of the large fireplace which warmed the room.

The Grounds

Since the nineteenth century the spectacular setting of this house has been altered only by the building of a modern house at the southeast corner of the grounds, well screened by trees. It otherwise retains its park-like surroundings, with mature specimen trees that include a huge copper beech tree, a weeping beech, weeping cedar, a line of tall pines along Main Street, and a double row of sugar maples flanking the long drive up to the house. Stone walls remain along both the Main Street and Deerfoot Road street fronts, and remnants of a granite

block retaining wall are still in place just downhill from a small grove of trees south of the house. In place of the demolished front porch, a narrow grassed terrace with a granite-block retaining wall now fronts the main facade.

Carriage House, Chapel and Cottage

Three distinctive outbuildings are clustered at the southwest corner of the property, in the angle of Deerfoot Road and Stony Brook, which was channeled as an aqueduct in the 1890s.

- (i) Carriage House. Just northeast of the Chapel and Cottage, facing north over a curving drive, is a large 1 1/2- story wood-frame mansard-roofed Carriage House/stable, with a small stone-walled paddock extending to the south behind it. In contrast to the house and chapel, this building is clad in wood shingle and stands on a brick foundation. The roof, which has a polygonal cupola in the center, is slate on its lower slopes, asphalt shingle on the upper sections. The windows are 2-over-2-sash, including those in the hip-roofed dormers. The main carriage entry is located in the center of the north side of the building, under a large mansard wall dormer that retains its double-leaf, vertical board hay door and a slender copper finial. The overhead garage door in the carriage entrance is a modern replacement.

A flat-roofed stable wing extends to the west, displaying six small stall- or stanchion windows high in the wall facing Deerfoot Road, and a glass-and-panel walk-in door facing the drive. The wood trim of this

building includes flat unadorned corner boards, window surrounds, and water table, and the same type of widely-spaced, modillion-like cornice brackets as the main house.

(ii) Chapel. First is the two-story gable-roofed "stone shop" located on the bank of the brook, just below the 1890s stone dam. It was built in 1848 as the headquarters for the building crew of the mansion, and its position so close to the water indicates that a water wheel in its high basement story may have once turned machinery that aided in preparation of the stone, or in other building activities. This little building is constructed of the same combination of stone as the house, and, like the house, has a slate roof. It is currently in deteriorated condition, with large holes in the roof, and boarded-up windows and doors. What appear to be four large window openings line the lower wall on the west, Deerfoot Road side, with second-story window openings aligned above them. The Chapel is 40 x 18 feet in size.

The north gable end has a six-panel door mounted high in the wall, with a boarded-over door opening below it and a lunette opening under the gable peak. A wooden cornice at the unboxed eaves is in deteriorated condition.

(iii) Cottage. Close against the east wall of the chapel, but standing as an independent building, is a rare example of what appears to be a wood-frame Gothic Revival summerhouse. Also in very deteriorated condition, it is a one-story structure with a very steeply-pitched hipped

roof pierced by a distinctive narrow pointed-arched dormer on its east slope. The board-and-batten siding is consistent with the building's Gothic Revival form; the asphalt shingle roof is a twentieth-century feature. Large empty window openings fill each side of the building. A historic photo taken before 1897 shows this building in a slightly different position, apparently further east on the bank of the brook before it was channelized for the Boston water system. At that time, it also had a low pointed steeple at the west end of the roof.

2. **Restoration.** The Grantor intends to restore the original exterior, trim, windows (adding low reflective 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. All of the foregoing being defined as the "Exterior Work". The Exterior Work shall comply with the Secretary's Standards and shall preserve the view of the Main House. The Exterior Work anticipated and the work detailed on Exhibit G and incorporated into the Buildings of Historical Significance and the Protected Land shall be in a style and nature similar to the Baseline photographs and shall comply with the Secretary's Standards. Prior to undertaking any work as described in this section and in in Exhibit G, Grantor shall submit to the Commission of the intended Exterior Work or work on Exhibit G for its review and approval, plans and/or narrative

describing the Grantor's proposed restoration/renovation or reconstruction sufficiently detailed for the Commission to determine that the proposed work meets the requirements of this Agreement. The Commission's approval shall not be unreasonably withheld, conditioned or delayed, the Grantor's rights and obligations to undertake such restoration/renovation or reconstruction in a timely manner under the terms of this Agreement being acknowledged. Notwithstanding the foregoing, if such proposed renovation/restoration or reconstruction is substantively in conformance with the Baseline and historical photographs and the Secretary's Standards, such approval shall be deemed granted by the Commission, unless the Commission provides a written disapproval of such plans and/or narrative to the Grantor within thirty (30) days of receipt of said plans and/or narrative. Any disapproval of such plans and/or narrative by the Commission will require disapproval by a majority vote of at least four (4) sitting members at a duly called meeting of the Commission. Thereafter, any such restoration, renovation or reconstruction work to be completed other than as stated herein as Exterior Work or included on Exhibit G, shall require the Grantor to submit plans and/or narrative descriptions to the Commission for prior review and approval pursuant to the requirements of Paragraph 17 herein.

3. Relative to the Protected Land, the landscape shall be professionally pruned, irrigated, loamed and shaped as needed. No perimeter fencing or tall hedges shall be placed on the property blocking the view. 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 ; Prior to commencing any

alteration or restoration of the Protected Land Grantor will provide the Commission with an existing conditions landscape plan that will detail the current conditions and locations of all hardscape and softscape features currently on the property, which shall include: lawns, drives, outbuildings, decks, porches, patios as well as the location of all trees greater than six (6") inch caliper and shrubs more than 4' high. Furthermore relative to the Protected Land, Grantor shall provide a Landscape Master Plan that details all proposed changes to the current landscape, both hardscape and softscape that will show approximate final locations of all buildings, walkways, patios, decks and pools, including details such as pavement type, outdoor lighting, irrigation, trees to be removed; as well as a planting plan which details species, sizes and approximate locations of all proposed plantings ("Master Landscape Plan"). The Commission shall review and comment on the Landscape Master Plan as furnished by Grantor. Such comments and subsequent approval by the Commission shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, a disapproval of the proposed Landscape Master Plan by the Commission shall require a majority vote of at least four (4) sitting members at a duly called meeting of the Commission. The parties agree to work together to realize an acceptable plan, Grantor and Commission acknowledging their common interest in the creation and execution a Landscape Master Plan that meets the Secretary's Standards, that is consistent with the style and nature of the landscape setting and ambiance of the Protected Land and Buildings of Historic Significance as depicted in the Baseline and historic photographs, and that is consistent with the preservation purposes of

this Agreement. Notwithstanding any right of disapproval by the Commission, the Commission shall determine the final Landscape Master Plan to be in compliance if it meets the foregoing requirements of this Paragraph 3 and the terms and conditions of this Agreement. This Master Landscape Plan is to be created by a landscape design firm in conjunction with a civil engineering firm selected by Grantor and the Commission and at Grantor's sole cost and expense and will form the basis of the initial work to be completed by Grantor. Once the work, renovations, restorations and plantings are completed pursuant to the Master Landscape Plan, any subsequent deviation or change to the Master Landscape Plan or other major activity as defined by the Restriction Guidelines attached hereto and incorporated herein as Exhibit F, shall require the prior review and written approval of the Commission pursuant to Paragraph 17 herein, which approval shall not be unreasonably withheld, conditioned or delayed, before the Grantor implements any changes thereto; 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 Articles 13 and 14 of the April 2016 Annual Town Meeting appropriating \$970,000.00 in Community Preservation Act funds 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 Buildings of Historical Significance 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.

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, to foster educational opportunity and instill continued appreciation of the Buildings of Historic Significance and the Protected Land, only during the ownership of the Premises by the current trustee of Grantor (John Delli Priscoli) and his immediate family members ("Current Grantor"), Current Grantor shall consider and do their best to accommodate two educational tours of the Grounds each calendar year for Southborough students in the accompaniment of teachers, proctors or adult volunteers.

All such visits or other visits to relevant portions of the Premises that may be allowed by the Current Grantor shall be at the Current Grantor's discretion.

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 exterior of the Historic Property to its 19th Century splendor, which will include a specific restriction that will ensure that the exterior of 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 Nine Hundred Seventy Thousand (\$970,000.00) Dollars 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 exterior of 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 exterior, 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 exterior 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 and repair 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 and as they may relate to the exterior of the Buildings of Historical Significance, and the Secretary of the Interior's Guidelines for Treatment of Cultural Landscape (both documents herein "The Secretary's Standards"). This includes, but is not limited to, pruning and maintenance required to maintain the viewsapes to the Buildings of Historical Significance from Parkerville Road, Deerfoot Road and Main Street. Grantee does not assume any obligation for maintaining, repairing or administering the Historic

Property. Notwithstanding the above, the Grantor shall not be restricted from maintaining, repairing or upgrading its current septic facility or underground utilities on the Property in compliance with and as required by applicable law, so long as the current grade is not increased by greater than one (1) foot or a plan is approved pursuant to Paragraph 17 herein. Notwithstanding the foregoing, Grantor shall substantively restore any disturbed area to its condition as indicated on the Master Landscape Plan.

- (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, other than pursuant to the Secretary's Standards:
 - 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 Restriction Guidelines, attached hereto as Exhibit F.

- b. Grantee has reviewed a draft site plan (Exhibit E), photographs (Exhibit D) and, preliminary proposed renovation/restoration work specifications pursuant to Exterior Work and detailed on (Exhibit G) submitted by Grantor, which also may include but are not limited to: the reconstruction of the tower or porches on the Main House as depicted in the Baseline historic photographs; the addition of a greenhouse/atrium off the kitchen at the rear of the Main House; and other historically documented features and other minor modifications as they may relate to the renovation of the Main House, Carriage House, Chapel and Cottage. Grantee and Commission have determined that the aforementioned renovation/restoration work will not substantially impair the characteristics that contribute to the architectural or historical integrity or style of the Premises or Historic Property if the renovation/restoration work is undertaken in substantial conformance with the historical photographs, and with the Secretary's Standards. Grantor and Commission acknowledge Grantor's rights and obligations to undertake the renovation/restoration work in a timely manner under the terms of this Agreement. Grantor shall submit plans and/or a narrative for review and approval of all such renovation/restoration work to the Commission prior to initiating any such work. However, if such proposed

renovation/restoration or reconstruction is substantively in conformance with the Baseline and historical photographs and the Secretary's Standards, such approval shall be deemed granted by the Commission, unless the Commission provides a written disapproval or objection within thirty (30) days of receipt of said plans and/or narrative. Any objections to such submission or disapproval by the Commission must not be unreasonable or unreasonably withheld, conditioned or delayed, and such disapproval or objection shall require a majority vote of at least four (4) sitting members of the Commission at a duly called meeting of the Commission.

- (5) Permanent Restriction as to Cutting of Monumental Trees: Grantor acknowledges, other than as herein approved and subsequent to the implementation of the Master Landscape Plan, there will be a prohibition against all cutting other than general maintenance of trees of 18" diameter or greater ("Monumental Trees") or ornamental trees detailed on the Master Landscape Plan, unless designated diseased or damaged beyond salvation by a certified arborist, mutually agreed upon by the Grantor and Commission and upon the Commission's approval, which approval may not be unreasonably withheld, conditioned or delayed. Any disapproval by the Commission shall require a majority vote of at least four (4) sitting members at a duly called meeting of the Commission.

- (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.

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Restrictions set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder pursuant to the doctrine of "merger" or any other legal doctrine. To further the purpose and intent of this Paragraph 6, Grantee hereby expressly covenants and agrees that in the event Grantee subsequently takes title to the underlying fee interest in the Property, Grantee shall immediately transfer this Preservation Restriction to a governmental entity or to an organization qualified to hold preservation restrictions under the Act, or

shall reserve this Preservation Easement upon its subsequent transfer of the underlying fee interest in the Property.

- (7) Completion of Period Restoration: Grantor shall complete the period restoration of the exterior of the Buildings of Historical Significance as required herein within 48 calendar months from the later of the approval of the Southborough Town Meeting to accept this preservation restriction for such consideration or the transfer of consideration and recording of this Agreement with the Worcester Registry of Deeds.

So as to ensure timely completion of the exterior restoration/renovation, specified herein, Grantor agrees to provide a surety bond or equivalent security 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 (\$345,000) 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 two (2%) percent 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: Once reviewed and approved by the Commission and the Grantor, with a disapproval of the Commission requiring a majority vote of at least four (4) sitting members at a duly called meeting of the Commission, the Grantor shall implement the Master Landscape Plan and Grantor shall take reasonable steps to create, preserve, and maintain all exterior landscaping on the Protected Land to be consistent with the Master Landscape Plan on or before forty eight (48) months of this Agreement and recorded in the Worcester Registry of Deeds. The Grantor agrees not to make substantive changes to the finished landscape after the implementation of the Master Landscape Plan, other than those deemed minor under the Restriction Guidelines attached hereto as Exhibit F, without prior written approval of the Commission, which approval shall not be unreasonably withheld, conditioned or delayed. Furthermore at Grantors option, with the approval of the Grantee, which approval 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 a sketch, plan or photos to be provided to Grantor and the Commission including the placement 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 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 that a Building(s) of Historical Significance or the Premises 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(s) of Historical Significance or Premises and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within ninety (90) days of the date of damage or destruction or notice by the Commission, whichever is later, if requested 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(s) of Historical Significance and/or reconstruction of damaged or destroyed portions of the Building(s) of Historical Significance; and
- c. a report of such restoration/reconstruction work necessary to return the Building(s) of Historical Significance 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(s) 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(s) 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, a Building(s) of Historical Significance or the 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 qualified under the Act, 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 (other than public access), 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, though 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 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 (unless a shorter period is required pursuant to this Agreement) of receiving such notice or within forty-five (45) days of receiving the requested information, whichever is later. The failure by Grantee to act within such forty-five (45) days (or shorter period as may be required herein) 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 the request, 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. Whenever prior 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. Should an existing encumbrance require subordination, an original copy executed and notarized subordination shall be included with the executed preservation restriction agreement when submitted to the MHC for signature approval.

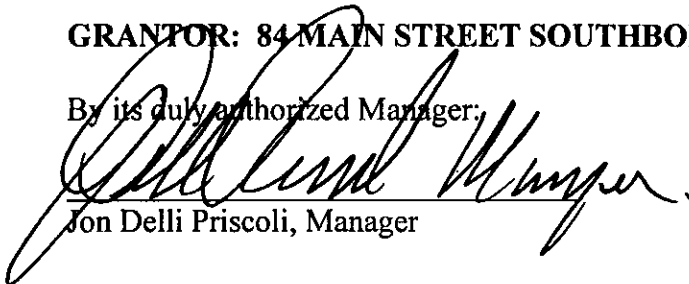
(21) Archeological Activities: Archeological field investigation activities on the Premises, including without limitation, archeological survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by the Grantor and approved 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 23rd day of AUGUST, 2016.

GRANTOR: 84 MAIN STREET SOUTHBOROUGH, LLC

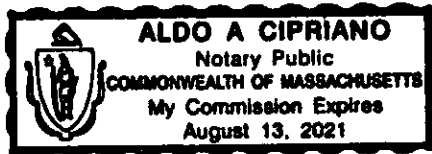
By its duly authorized Manager:



Jon Delli Priscoli, Manager

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this 23 day of AUGUST, 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 Aldo A. Cipriano
My Commission Expires: AUG 13 2021

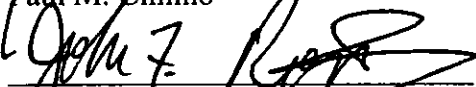
GRANTEE: Town of Southborough

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 AUGUST 23, 2016, said Board voted to approve and accept the foregoing Preservation Restriction.

Southborough Board of Selectmen:


Paul M. Cimino


John F. Rooney III


Bonnie Phaneuf


Daniel L. Kolenda

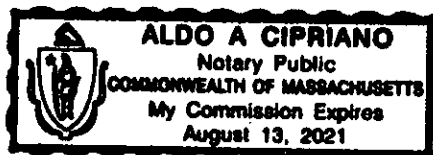

Brian E. Shea

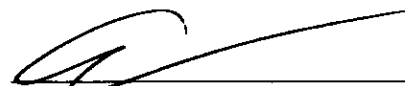
hereto duly authorized, with no personal liability.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this 23 day of AUGUST, 2016, before me, the undersigned notary public, personally appeared Paul M. Cimino, proved to me through satisfactory evidence of identification, which was a photo ID 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.

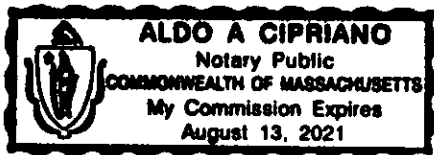



Notary Public Aldo A. Cipriano
My Commission Expires: AUGUST 13, 2021

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this 23 day of August, 2016, before me, the undersigned notary public, personally appeared John F. Rooney III, proved to me through satisfactory evidence of identification, which was a photo identification 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.



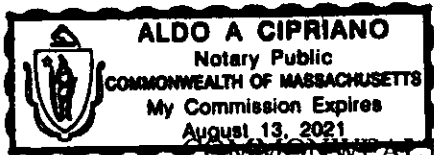
[Handwritten Signature]

Notary Public Aldo A. Cipriano
My Commission Expires: August 13, 2021

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this 23 day of August, 2016, before me, the undersigned notary public, personally appeared Bonnie J. Phaneuf, proved to me through satisfactory evidence of identification, which was a photo identification 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.



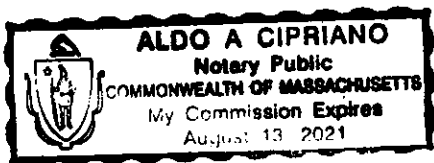
[Handwritten Signature]

Notary Public Aldo A. Cipriano
My Commission Expires: August 13, 2021

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this 23 day of August, 2016, before me, the undersigned notary public, personally appeared Daniel L. Kolenda, proved to me through satisfactory evidence of identification, which was a photo identification 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.



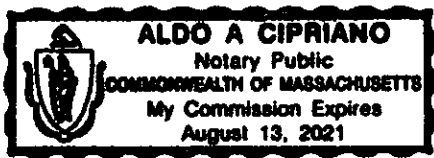
[Handwritten Signature]

Notary Public Aldo A. Cipriano
My Commission Expires: August 13, 2021

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this 23 day of AUGUST, 2016, before me, the undersigned notary public, personally appeared Brian E. Shea, proved to me through satisfactory evidence of identification, which was a Photo Identification 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.

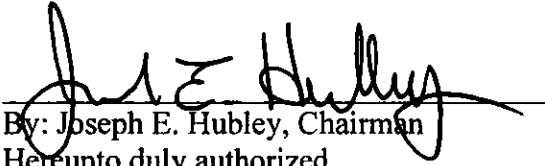



Notary Public ALDO A. CIPRIANO
My Commission Expires: AUGUST 13, 2021

ACCEPTANCE BY THE SOUTHBOROUGH HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32 and by a duly authorized Vote, approving and authorizing the foregoing at a meeting duly held on MARCH 14, 2016.

Southborough Historical Commission

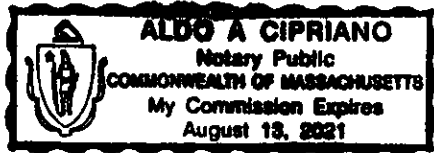

By: Joseph E. Hubley, Chairman
Hereunto duly authorized.


Southborough Historical Commission

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this 23 day of AUGUST, 2016, before me, the undersigned notary public, personally appeared Joseph H Hubley, proved to me through satisfactory evidence of identification, which was a photo identification 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 Aldo A. Cipriano
My Commission Expires: AUGUST 13, 2021

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the foregoing preservation restrictions have been approved as being in the public interest, pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Brona Simon

By: Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 1st day of September, 2016, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was a personally known 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.

Nancy Maida

Notary Public

My Commission Expires: January 25, 2019

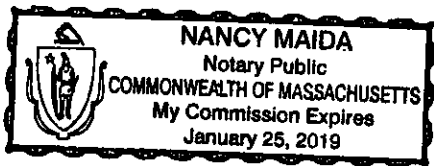


Exhibit "A"

The land with the buildings and improvements thereon known as and numbered 84 Main Street, Southborough, Worcester County, Massachusetts, containing 4.994 acres more or less, 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 $07^{\circ} 35'$ west two hundred eighty four and $90/100$ ths (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 forty (140) feet to a point; thence turning and running;

South $07^{\circ} 29'58''$ west two hundred and $12/100$ ths (200.12) feet to a point; thence turning and running

in a northwesterly direction along an arc with a radius of two hundred (200) feet for a distance of one hundred six and $13/100$ ths (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 (153) feet to a point; thence continuing

in a northwesterly direction along an arc with a radius of fifteen hundred thirty 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 $87/100$ ths (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 $88/100$ ths (23.88) 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 (21.00) 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 $44/100$ ths (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 $84/100$ ths (134.84) feet for a distance of one hundred twenty two and $15/100$ ths (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 $46/100$ ths (352.46) feet by Main Street to the point of beginning.

Being the same premises shown on a plan entitled, "Easement Plan of Land 9 Parkerville Road and 84 Main Street in Southborough, Massachusetts (Worcester County)" prepared for record owner, Elinor F. Garfield, by Odone Survey and Mapping, dated May 4, 2010, scale 1"=40 feet. Recorded in the Worcester Registry of Deeds as Plan 78 in Plan Book 882.

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.

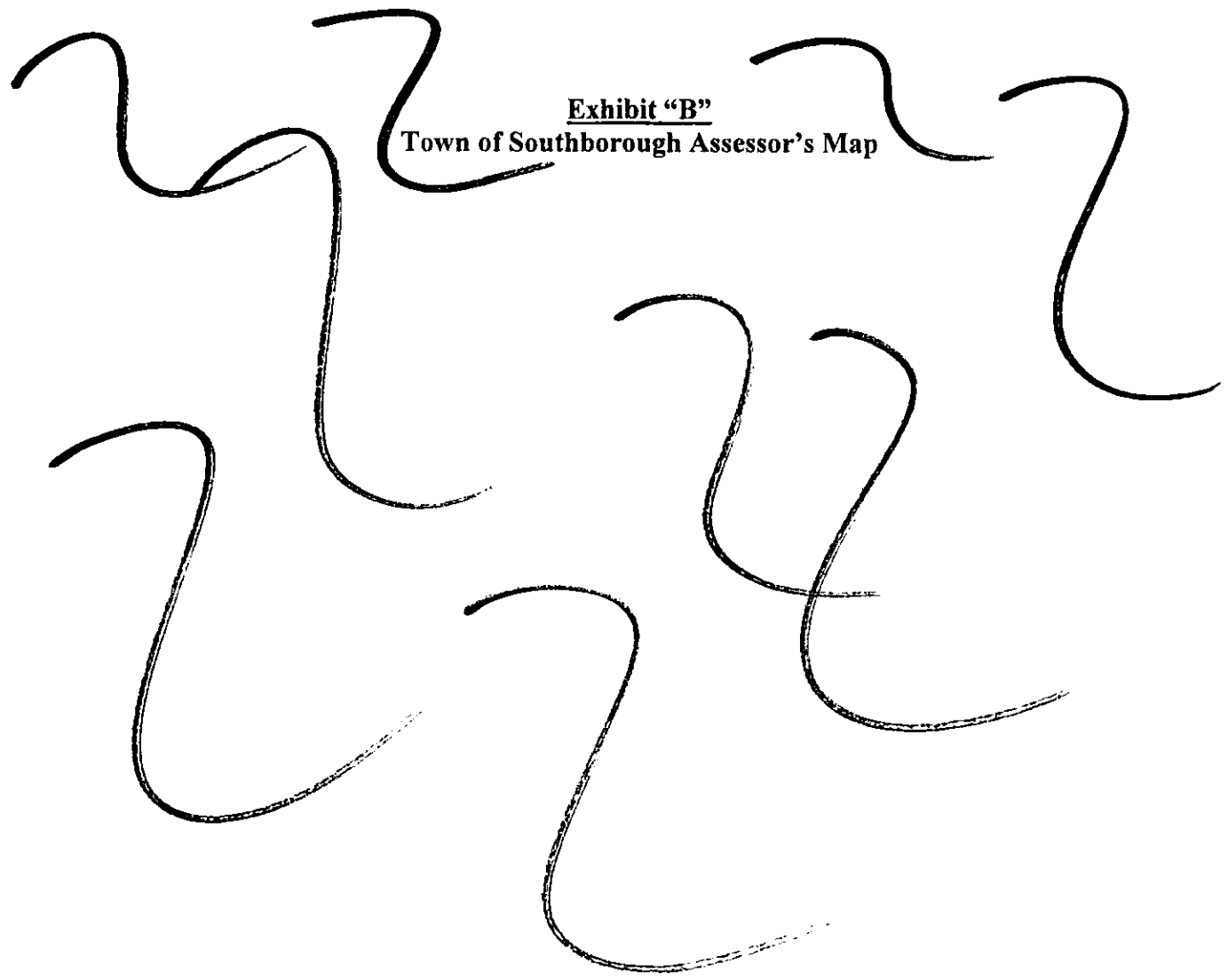
Subject to and with the benefit of an easement for the installation and maintenance of a sub-surface soil absorption (septic) system dated May 20, 2010 and recorded in Book 45871, Page 225 and as shown on a plan recorded in Plan Book 882, Page 78 and amended by instrument recorded immediately prior hereto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

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.

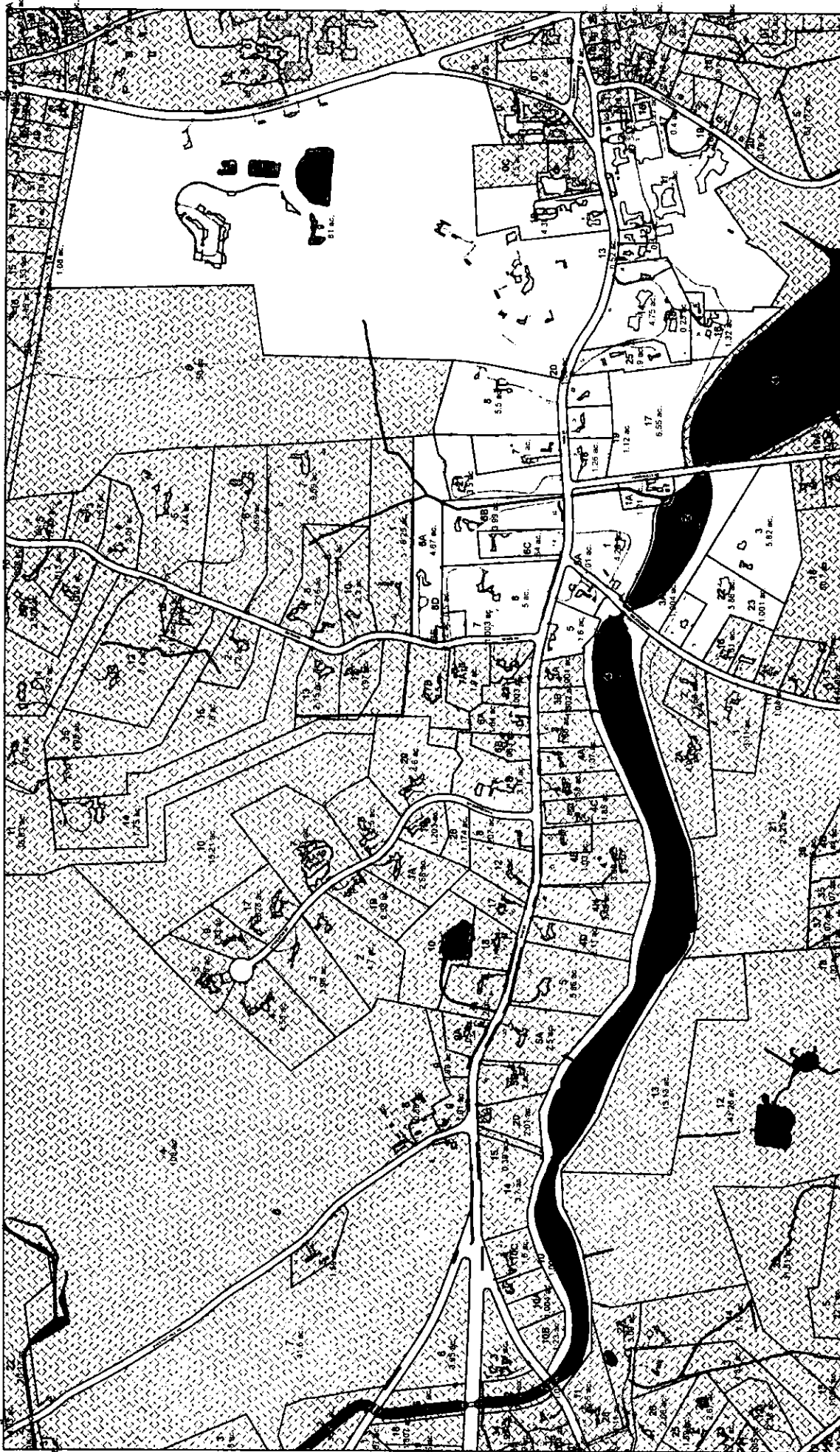
For Town of Southborough authority to acquire this Restriction, see Town Meeting Vote of the Annual Town Meeting dated April 11, 2016, Article 13 thereof.

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"
Town of Southborough Assessor's Map



The Burnett House - 84 Main St. - Map 53, Lot 1



PeopleGIS
 500 W Cummings Park
 Suite 0350
 Woburn, MA 01801
 (817) 825-3806 p
 www.peoplegis.com

- Town Boundary
- Easement Lines
- ▭ Buildings
- ▭ Parcels
- ▭ Streams
- ▭ Lakes & Ponds
- ▭ Parcel Hooks
- 41 Lot Number
- 12.00 Ac. Acreage
- 100' Dimension



PROPERTY MAP
TOWN OF SOUTHBOROUGH
 WORCESTER COUNTY, MASSACHUSETTS



THIS INFORMATIONAL MATERIAL IS FOR
 ASSESSMENT PURPOSES ONLY. NO LIABILITY
 FOR NEGLIGENCE OR OTHERWISE SHALL BE
 ASSUMED BY THE TOWN OF SOUTHBOROUGH.
 MAP PRODUCED AS OF JUNE 2014



Map
53

Attest: *Paul T. Chelli*

Assessors, Southborough

Exhibit "C"

Form B--Massachusetts Historical Commission Building
Inventory Form, prepared June 1999

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	SBR.21
Historic Name:	Burnett, Joseph House
Common Name:	Deerfoot Farm
Address:	84 Main St
City/Town:	Southborough
Village/Neighborhood:	Southborough
Local No:	53-1
Year Constructed:	
Architect(s):	
Architectural Style(s):	Altered beyond recognition; Second Empire
Use(s):	Abandoned or Vacant; Agricultural; Dairy; Single Family Dwelling House
Significance:	Agriculture; Architecture; Religion
Area(s):	SBR.A: Main Street Area
Designation(s):	
Building Materials(s):	Roof: Slate Wall: Stone, Cut; Stone, Uncut; Wood; Coursed Rubble; Brown Stone; Schist; Granite Foundation: Granite; Stone, Cut



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on:

Thursday, April 07, 2016 at 2:21: PM

FORM B - BUILDING

Assessor's number

USGS Quad

Area(s)

Form Number

Massachusetts Historical Commission
 Massachusetts Archives Building
 220 Morrissey Boulevard
 Boston, MA 02125

53-1

Marlborough

A

21

Town Southborough

Place (neighborhood or village) _____

Southborough center

Address 84 Main Street

Historic Name Joseph Burnett House

Present dwelling

Original dwelling

Date of Construction 1849, with major update ca. 1860

Quality Noble

Style/Form Second Empire

Architect/Builder unknown

Exterior Material:

Foundation granite block

Wall/Trim mixed stone

Roof slate

Outbuildings/Secondary Structures stone shop

~~ca. 1848; stable/carriage house--ca. 1870s;~~
~~wood summer house, ca. 1850s~~

Major Alterations (with dates) mansard roof
story added--ca. 1860s; mansard tower roof
replaced with hip; front porch removed--early

20th century

Condition good

Moved [x]no [] yes Date N/A

Acreage 4.71 acres

Setting On open section of Main St. lined

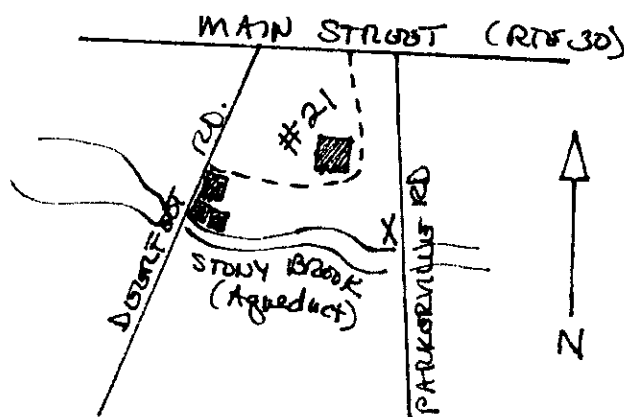
with stone walls and mature trees; between

Deerfoot and Parkerville, on bank of brook.



Sketch Map

Draw a map of the area indicating properties within it. Number each property for which individual inventory forms have been completed. Label streets, including route numbers, if any. Attach a separate sheet if space is not sufficient here. Indicate north.



Recorded by Anne Forbes, consultant

RECEIVED
 Organization Southborough Historical Comm.

Date JUL 08 1999 June, 1999

MASS. HIST. COMM

BUILDING FORM

ARCHITECTURAL DESCRIPTION *see continuation sheet*

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

While some local research has placed the date of this building as early as 1846, family records indicate that the Burnetts moved into their new house in 1849. Much of its present appearance, however, is the result of a major rebuilding, including the addition of the high slate mansard roof, that took place in the late 1850s or 1860s. The building is constructed of a variety of local Southborough stone that creates a strong polychrome effect, as the natural hues of the material range from what appears to be a light gray schist to another dark gray stone used in corner quoining and window lintels and sills, to a contrasting warm brown stone interspersed as smaller pieces among the larger gray blocks. The double-hung windows are wood, as is the main cornice, adorned with oversized, molded modillion-like brackets.

This complex building has several wings and appendages. The core of the house is a high 2 1/2-story block with an east-facing, three-bay facade. A short full-height wing extends to its south, with a longer west wing behind it. In the angle between the rear of the main house and the west wing is a three-story square tower with a hipped roof. The tower was once much higher, with a prominent mansard roof. A square one-story section northeast of the tower with a distinctive red-slate hipped monitor roof is apparently a billiard room.

Windows throughout the house are mainly 6-over-6- or 4-over-4-sash. Pedimented, pilastered dormers with 6/6 sash are set into the nearly vertical lower faces of the roof. The main east facade is three bays wide, with a somewhat severe appearance due to the loss of its wide porch. The wide center entry, recessed into a quoined surround of rock-faced gray granite, has a large, varnished double-leaf door with round-headed lights over single panels. Early photos show that the facade windows had louvered wood shutters, and that the center second-story window was tripartite, with what appear to be French doors and a pilastered surround with segmental-arched pediment above it. A wide "piazza" spanned the main facade, and a balustraded open terrace continued north along the drive.

The east facade of the south wing has paired 4/4 sash at both first and second stories, with a narrow 6/6 toward the north end. Projecting from the south wall of the wing is a flat-roofed one-story den or sunroom, which echoes another of similar design abutting the north end of the main block. Viewed from the south, the south wing is one-bay deep, and the west wing behind it is three bays long, punctuated by segmental-arched window openings crowned with five small stone blocks. The segmental-arched theme of the west wing is continued in a southwest entry in what appears to have been a former one-story kitchen or pantry ell. Fronting the entry is a modern wooden deck.

The view of the rear (west) elevation reveals the square tower, tucked into the angle of the two-bay width of the main house and the west wing. The tower has one window on each face at first and second stories, and a pair of narrow 4-over-4-sash at the third, all set into segmental-arched openings. Northeast of the tower is a feature that was becoming fashionable in luxurious American country houses by the Civil War era--a one-story billiard room. Many billiard rooms were designed, like this one, on a square plan, and often had this type of hipped roof with a monitor skylight in the center to light the billiard table. The monitor windows appear to have been filled in here, but the general form remains, along with the distinctive red slate of the roof. The wide rear chimney is another typical feature, marking the location of the large fireplace which warmed the room. (Cont.)

Recommended for listing in the National Register of Historic Places. *If checked, a completed-National Register Criteria Statement form is attached.*

INVENTORY FORM CONTINUATION SHEET

Massachusetts Historical Commission
 Massachusetts Archives Building
 220 Morrissey Boulevard
 Boston, Massachusetts 02125

Community	Property
Southborough	Joseph Burnett House
Area(s)	Form No.
A	21

ARCHITECTURAL DESCRIPTION, cont.

Four tall interior brick chimneys pierce the main roofs of the house--one in each wing and two, asymmetrically placed, in the main block. These massive, blocklike chimneys represent a rebuilding of the early twentieth century; they replaced what appear in historic photographs to have been more sculptural corbeled or pilastered chimneys.

Since the nineteenth century the spectacular setting of this house has been altered only by the building of a modern house at the southeast corner of the grounds, well screened by trees. It otherwise retains its park-like surroundings, with mature specimen trees that include a huge copper beech tree, a weeping beech, weeping cedar, a line of tall pines along Main Street, and a double row of sugar maples flanking the long drive up to the house. Stone walls remain along both the Main Street and Deerfoot Road streetfronts, and remnants of a granite block retaining wall are still in place just downhill from a small grove of trees south of the house. In place of the demolished front porch, a narrow grassed terrace with a granite-block retaining wall now fronts the main facade.

Three distinctive outbuildings are clustered at the southwest corner of the property, in the angle of Deerfoot Road and Stony Brook, which was channeled as an aqueduct in the 1890s. Most unusual is the two-story gable-roofed "stone shop" (#) located on the bank of the brook, just below the 1890s stone dam. It was built in 1848 as the headquarters for the building crew of the mansion, and its position so close to the water indicates that a water wheel in its high basement story may have once turned machinery that aided in preparation of the stone, or in other building activities. This little building is constructed of the same combination of stone as the house, and, like the house, has a slate roof. It is currently in deteriorated condition, with large holes in the roof, and boarded-up windows and doors. What appear to be four large window openings line the lower wall on the west, Deerfoot Road side, with second-story window openings aligned above them. The north gable end has a six-panel door mounted high in the wall, with a boarded-over door opening below it and a lunette opening under the gable peak. A wooden cornice at the unboxed eaves is in deteriorated condition.

Close against the east wall of the shop, but standing as an independent building, is a rare example of what appears to be a wood-frame Gothic Revival summerhouse (#). Also in very deteriorated condition, it is a one-story structure with a very steeply-pitched hipped roof pierced by a distinctive narrow pointed-arched dormer on its east slope. The board-and-batten siding is consistent with the building's Gothic Revival form; the asphalt shingle roof is a twentieth-century feature. Large empty window openings fill each side of the building. A historic photo taken before 1897 shows this building in a slightly different position, apparently further east on the bank of the brook before it was channelized for the Boston water system. At that time it also had a low pointed steeple at the west end of the roof.

Just northeast of the shop and summerhouse, facing north over a curving drive, is a large 1 1/2-story wood-frame mansard-roofed carriage house/stable (#), with a small stone-walled paddock extending to the south behind it. In contrast to the house and shop, this building is clad in wood shingle and stands on a brick foundation. The roof, which has a polygonal cupola in the center, is slate on its lower slopes, asphalt shingle on the upper sections. The windows are 2-over-2-sash, including those in the hip-roofed dormers. The main carriage entry is located in the center of the north side of the building, under a large mansard wall dormer that retains its double-leaf, vertical-board hay door and a slender copper finial. The overhead garage door in the carriage entrance is a modern replacement. (Cont.)

INVENTORY FORM CONTINUATION SHEET

	Community	Property
Massachusetts Historical Commission Massachusetts Archives Building 220 Morrissey Boulevard Boston, Massachusetts 02125	Southborough	Joseph Burnett House
	Area(s) A	Form No. 21

ARCHITECTURAL DESCRIPTION, cont.

A flat-roofed stable wing extends to the west, displaying six small stall- or stanchion windows high in the wall facing Deerfoot Road, and a glass-and-panel walk-in door facing the drive. The wood trim of this building includes flat unadorned cornerboards, window surrounds, and water table, and the same type of widely-spaced, modillion-like cornice brackets as the main house.

HISTORICAL NARRATIVE [x] *see continuation sheet*

Explain history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

84 Main Street is significant as the home of the man who was arguably the best-known and most influential Southborough citizen in the town's history, Joseph Burnett (1820-1894). Apothecary, founder of nationally-known Burnett's Flavoring Extracts, of St. Mark's School, St. Mark's Church, and of Deerfoot Farm, the family enterprise which at one time supported nearly half the town's workforce, he was also the principal benefactor of the Southborough Town Hall and Public Library. Joseph Burnett's name is still familiar to most Southborough residents, who live with the results of his vision and philanthropy every day.

Educated at first in the Southborough schools, Joseph Burnett commuted to Worcester's English and Latin schools during his teenage years, and graduated from Worcester Technical College at the age of seventeen. For a few years he apprenticed to a prestigious Boston chemist and wholesale druggist, Theodore Metcalf, becoming a partner in the business, which became Metcalf & Burnett Chemical Company, when he was twenty-four. Amassing a considerable fortune in a short period of time, in 1847 he began to buy farmland along the south side of Southborough's Main Street and along Stony Brook in the vicinity of the old Sawin mills. He married Josephine Cutter in Boston in June of 1848, and the house they built here over the next year was apparently designed as their country house, the seat of what would at first become a "gentleman's farm" in the fashion of wealthy Boston businessmen of the time. The little stone shop (#) on the bank of the brook was completed first, as it served as headquarters for the building crew working on the mansion. A house belonging to blacksmith Jackson Arnold that was standing on the property were moved to another location nearby.

After the mansion was finished, while continuing with the drug supply business in Boston, when in Southborough Dr. Burnett turned his attention to developing his farm. He imported one of the first herds of Jersey cattle to the United States, and installed an old childhood friend, Will Crouch, as his farm manager, providing living quarters for him in the little stone shop. During the 1850s the farm and its operations continued to expand, specializing in dairying, but soon adding a slaughterhouse and some prize pigs. It was at this time that the farm was named Deerfoot Farm, after the impression of a deer's hoof that the Burnetts' eldest son, Edward, found in a rock near the bank of the brook.

In the 1850s, Joseph Burnett was a prime force behind bringing the Agricultural Branch Railroad through Southborough on its northward swing to Marlborough, an enterprise which speeded transport of goods to market, benefitting all Southborough's farms, including Deerfoot Farm.
(Cont.)

INVENTORY FORM CONTINUATION SHEET

	Community	Property
Massachusetts Historical Commission Massachusetts Archives Building 220 Morrissey Boulevard Boston, Massachusetts 02125	Southborough	Joseph Burnett House
	Area(s) A	Form No. 21

HISTORICAL NARRATIVE, cont.

In 1855 he sold his half of the Metcalf & Burnett partnership, and went into business for himself, as Joseph Burnett & Co., makers of flavoring extracts, with headquarters first on India Street, later on Central Street, Boston. The company's best-known product, Burnett's Vanilla Extract, is still made, nearly 150 years later.

While apprenticed in Boston, Joseph Burnett had left his old Congregational roots to join the Anglican, or Episcopal faith. Mrs. Burnett was also a devout Episcopalian, and as early as 1850 they were employing Irish immigrants of Anglican, rather than Catholic, backgrounds on their farm, and arranging to hold Episcopal services at various locations in Southborough, often at their own home. In 1853 Joseph Burnett drew up a declaration of trust to establish an Episcopal Church in Southborough as a family trusteeship. By the end of the decade, services were being held in town more regularly, and in 1860, when Deerfoot Farm manager Will Crouch got married, resigned, and moved to Southville, Dr. Burnett renovated the upper floor of the stone shop as a small Episcopal chapel. Informal services were held there for a few months, and in December of 1860 a group of eleven Southborough men, meeting in the living room of the Burnett mansion, incorporated the first official Episcopal parish and society in Southborough as St. Mark's Church. Joseph Burnett was named Senior Warden, the most powerful position in the church, which he held until his death. St. Marks' first official service was a service of Holy Communion held on Whitsunday, 1861, in the chapel in the stone shop. For a short time the little building served its new purpose well, but with a growing congregation, coupled with the untiring efforts of Joseph Burnett, it was superseded by the building of St. Mark's Church (Form #29), which opened its doors in June of 1863. In later years, Southborough assessor's records refer to the stone shop as a "stone store house", and by 1891 as a "stone store house and lodge house"

By the time he had accomplished his long-standing dream of bringing an Episcopal Church to Southborough, Joseph Burnett had clearly become the town's most prosperous citizen. By then he and Mrs. Burnett had a large family, eventually including six sons to educate. The eldest, Edward, was already at St. Paul's School in Concord, New Hampshire, and in a brief interchange over seeking a place for the second, Harry, St. Paul's headmaster suggested that Dr. Burnett might look into establishing a church school for boys in Southborough. Thus began a new dream, which Joseph Burnett followed with the same passion and commitment that had led to the founding of St. Mark's Church. Two years later, on September 13, 1865, St. Mark's School opened its doors in the center of Southborough in the buildings of the old Brigham Estate, which had been acquired and donated by Joseph Burnett. One year later, due in good measure to Dr. Burnett's support and encouragement, the Fay School opened on Main Street across from St. Mark's Church, as a boarding and day school for younger grades that would function partly as a "feeder school" for St. Mark's.

After the Civil War, Joseph Burnett continued as the prime influence behind several other civic enterprises in his home town. When the Town Hall burned down in 1869, he chaired the building committee for its replacement, and made a large contribution of the building fund. In the early 1870s he purchased the old Franklin Este house for a rectory and parish hall for St. Mark's Church, and served on the town committee for the centennial celebrations in 1876. (Cont.)

INVENTORY FORM CONTINUATION SHEET

	Community	Property
Massachusetts Historical Commission Massachusetts Archives Building 220 Morrissey Boulevard Boston, Massachusetts 02125	Southborough	Joseph Burnett House
	Area(s) A	Form No. 21

HISTORICAL NARRATIVE, cont.

In 1871, Joseph Burnett passed on the management of Deerfoot Farms, which by then covered over 500 acres both on the Burnett property south of the brook and at satellite locations, to his son Edward. By that time the farm was producing a very successful line of pork sausages. Under Edward Burnett's management the farm's dairy and sausage business doubled and then tripled. In 1889, at the peak of Southborough's post-Civil War prosperity, in its dairy operations alone Deerfoot Farms produced 55,000 pounds of butter, 49,000 quarts of cream, and nearly a half-million gallons of milk, shipping 1,000 to 2,000 gallons daily to Boston by train. Edward Burnett, with his brother Robert as Treasurer, expanded the central farmstead with several large outbuildings near his own residence across the brook from his parents' mansion, also adding housing for the farm workers, including a large shingle-style dormitory.

As Joseph Burnett relinquished some of the day-to-day Deerfoot Farm responsibilities, he appears to have turned more to the life of a country gentleman. An active member of the Massachusetts Horticultural Society, he planted specimen trees and shrubs at his homestead, some of which remain today. He had always kept horses and several carriages; assessor's records indicate that he built the large shingled, mansard-roofed stable for his carriages and five horses sometime during the 1870s. The second floor of the stables contained rooms for his longtime coachman, John Colleary.

After Joseph Burnett died in 1894, his homestead was under the ownership of his heirs. It was apparently occupied by his second son, Harry Burnett (d. 1927) and his family well into the early twentieth century. While his brothers Edward, and later Robert, were running Deerfoot Farms, Harry Burnett, at first with Robert and later alone, had taken over at the Burnett Extract Company in Boston. He was eventually succeeded as President there by another brother, John T. Burnett, who may also have occupied the family mansion for a time. Upon his father's death Harry succeeded to the position of Senior Warden of St. Mark's, holding that office for over thirty years. As generous with his time and money as his father had been, Harry Burnett served for many years as Southborough's Tree Warden; upon his death he left a substantial fund for the building of a new parish house and rectory for St. Mark's Church.

BIBLIOGRAPHY and/or REFERENCES [] *see continuation sheet*

- Maps and Atlases: 1857: J. Burnett; 1870: J. Burnett res.; 1898: Jos. Burnett's est.
 Doucette, Paul A. "Deerfoot, the Aristocrat of Farms", The Milk Route, #1, 6/1/1987.
 Cunningham, Esther Lowell. Three Houses. Boston: Thomas Todd, 1955.
Deerfoot Farms, Southborough, Mass., 1872-1913. (Promotional booklet for dairy farm.)
 Hurd, D. Hamilton, ed. History of Worcester County, I. Philadelphia: JW Lewis, 1889.
The Marlborough Directory, various dates and publishers.
 Noble, Richard. Fences of Stone: a History of Southborough, MA. Portsmouth, NH: Peter Randall, 1990.
 Simpson, Louise. "Old Houses in Southborough". Paper given to Southboro Woman's Club, 1904.
 Southborough Public Library: Hollinger photograph collection.
 Town of Southborough: Assessor's Reports, various dates.
 Worcester Historical Museum: newspaper files.

Massachusetts Historical Commission
 Massachusetts Archives Building
 220 Morrissey Boulevard
 Boston, Massachusetts 02125

Community	Property Address
<u>Southborough</u>	<u>84 Main Street</u>
Area(s)	Form No(s).
A	21

National Register of Historic Places Criteria Statement Form

Check all that apply:

- Individually eligible Eligible only in a historic district
 Contributing to a potential historic district Potential historic district

Criteria: A B C D

Criteria Considerations: A B C D E F G

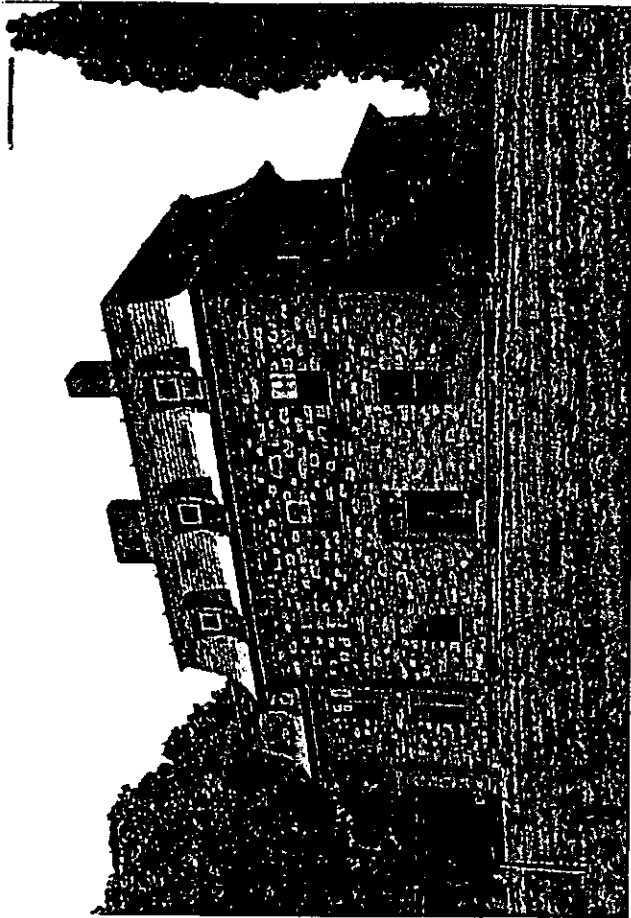
Statement of Significance by Anne Forbes
The criteria that are checked in the above sections must be justified here.

The Joseph Burnett House meets Criteria A and C of the National Register individually (as a complex) for its associations with two generations of the Burnett family, who profoundly influenced the economic, educational, social, religious, and architectural development of Southborough from the 1840s through the early twentieth century. Built as the country home of Joseph Burnett, it is particularly significant as the residence of the founder of nationally-important Burnett's Flavoring Extracts, and of state- and regionally-important Deerfoot Farms, St. Mark's School, and St. Mark's Church.

The property is also significant under both A and C as an example of a lavish country estate of the middle years of the nineteenth century, updated with additional buildings and landscaping of the latter part of the century. Despite some deterioration and the loss of some architectural features, it meets Criterion C for its well-preserved Second Empire architecture, executed in local stone, in an intact landscape setting.

The property is also eligible as part of a potential district of well-preserved estates, institutions, and nineteenth- through early-twentieth-century residences along Southborough's Main Street at the town center.

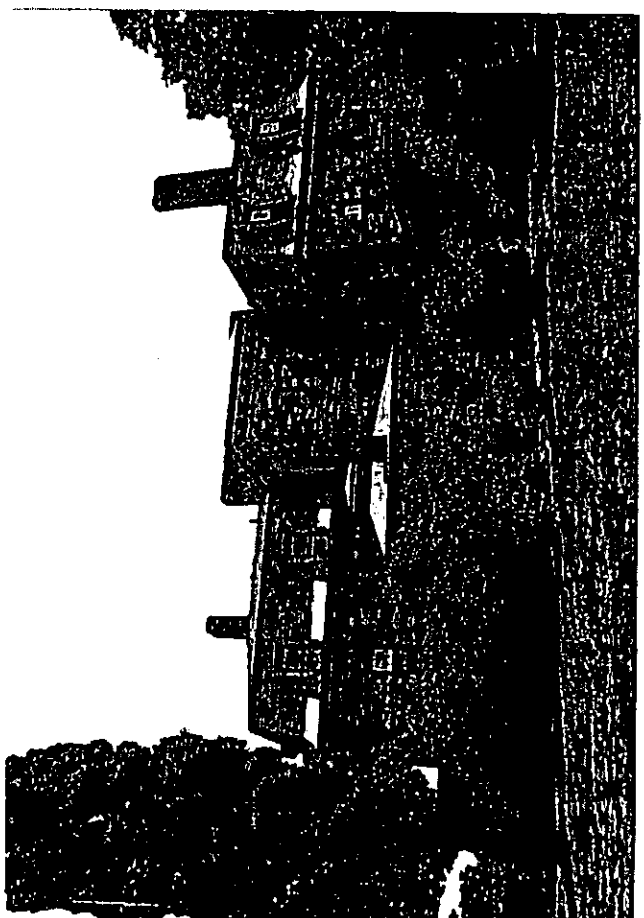
The property retains integrity of location, design, setting, materials, workmanship, feeling, and association.



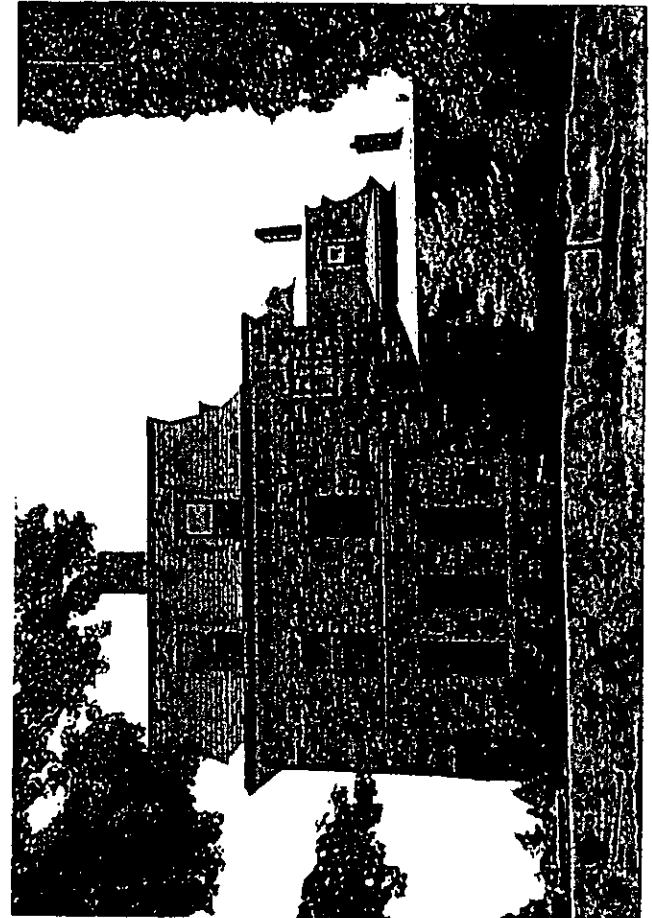
Main facade.



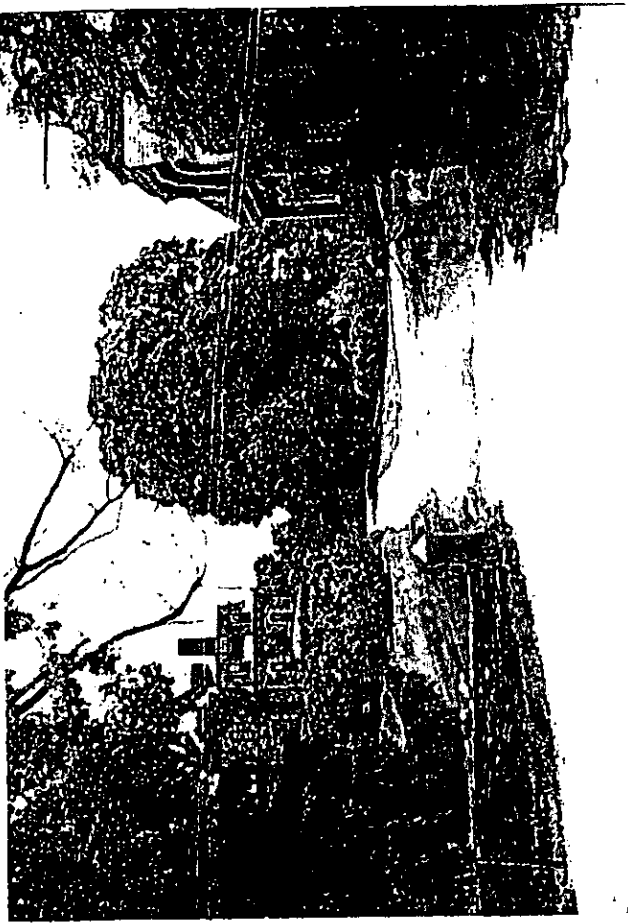
View southwest - house and stable



View east - rear of house.



View south - north end of house.



View from Deer Foot Road, with house and stable.



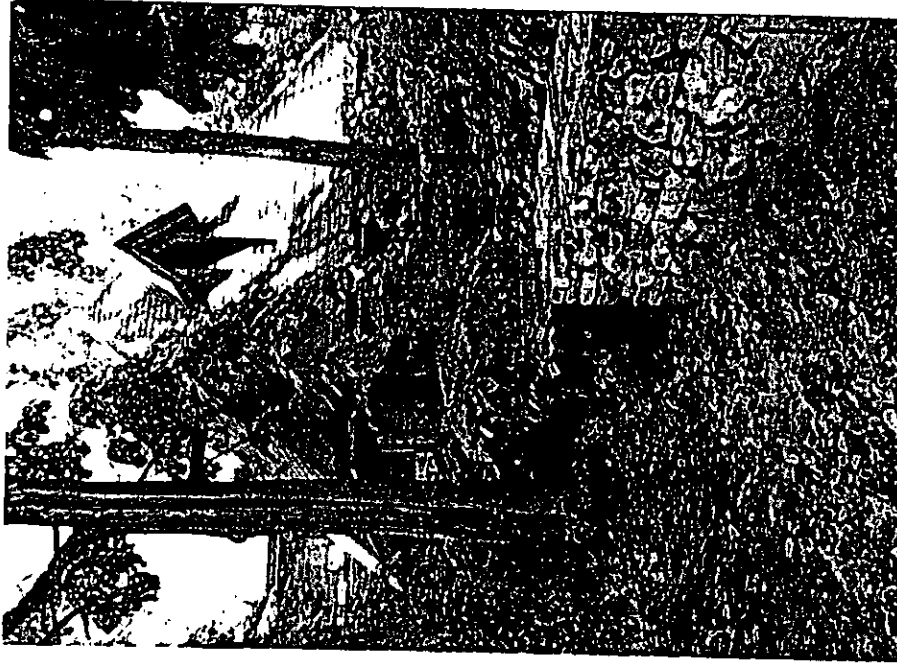
Stable.



Stone shop, west side.



Stone shop - north end.



Summer house, with edge of paddock

INVENTORY FORM CONTINUATION SHEET

SOUTHBOROUGH

84 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SBR.A SBR.21

Supplementary photographs received July 2014



Carriage House and stable (SBR.292)



Stone shop (SBR.22)

Interior, Burnett House, July 2014, Kate Matison, photographer



Front entrance, looking east



Front hall, stair

RECEIVED

JLY 31 2014

MASS. HIST. COMM.

Continuation sheet 1

INVENTORY FORM CONTINUATION SHEET

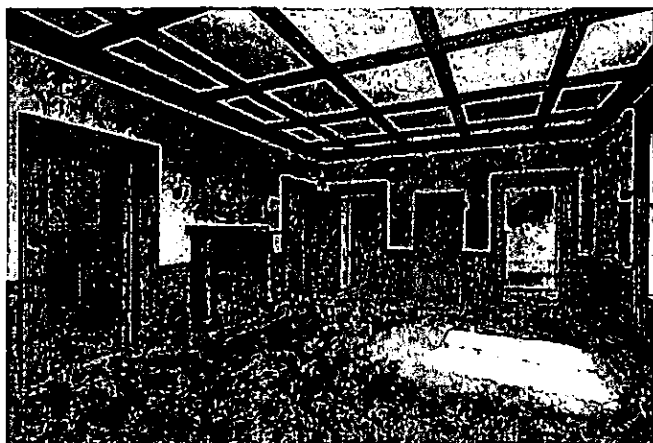
SOUTHBOROUGH

84 MAIN STREET

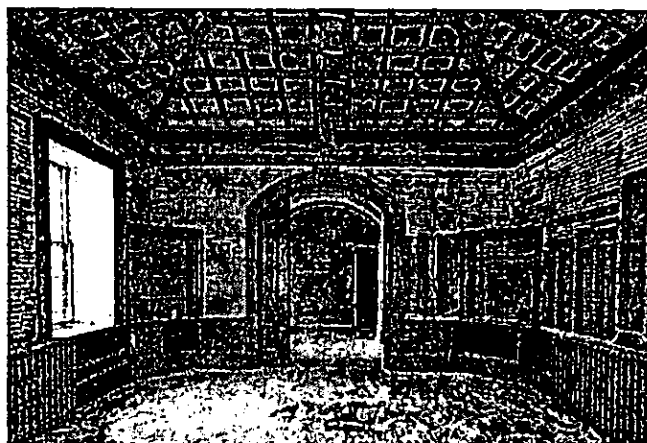
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SBR.A	SBR.21
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Library (1st floor)



Dining room (1st floor)



Reception room (1st floor)



Bedroom - 2nd floor



Bedroom - 2nd floor



Stair - 2nd floor

Continuation sheet 2

INVENTORY FORM CONTINUATION SHEET

SOUTHBOROUGH

84 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SBR.A	SBR.21
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Bedroom – 3rd floor



Window detail, 3rd floor looking northwest



21

A

Southborough
 address 84 Main Street

al use dwelling

nt use _____

nt owner Irvin Garfield

o public _____

Education	Military affairs	Law <u>1800's Style Mansard</u>
Government	Religion/philosophy	Source of date <u>1840's H.O.S.C.</u>
Literature	Indians	Architect _____
Music	Development of town/city	

3. CONDITION: Excellent Good Fair Deteriorated Moved Altered Added _____

4. DESCRIPTION

FOUNDATION/BASEMENT: High Regular Low Material: _____

WALL COVER: Wood _____ Brick Stone Other _____

ROOF: Ridge Gambrel Flat Hip Mansard _____
 Tower Cupola Dormer windows Balustrade Grillwork _____

CHIMNEYS: 1 2 3 4 5 Center End Interior Irregular Cluster Elaborate

STORIES: 1 2 3 4 ATTACHMENTS: Wings Ell Shed _____

PORCHES: 1 2 3 4 _____ PORTICO _____ Balcony

FACADE: Gable end: Front/Side Ornament: _____

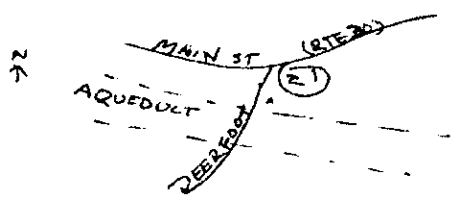
Entrance: Side Front: Center/Side Details: _____

Windows: Spacing: Regular/Irregular Identical/Varied _____

Corners: Plain Pilasters Quoins Cornerboards _____

5. Indicate location of structure in relation to nearest cross streets and other buildings

6. Footage of structure from street
 Property has _____ feet frontage on street



Recorder _____

For _____

Photo 1-15A Date _____

SEE REVERSE

SBR.21

RELATION OF SURROUNDING TO STRUCTURE

- 1. Outbuildings Garage / stable
- 2. Landscape Features: Agriculture Open Wooded Garden: Formal/Informal
 Predominant features _____
 Landscape architect _____
- 3. Neighboring Structures
 Style: Colonial Federal Greek Revival Gothic Revival Italian Villa Lombard Rom.
 Venetian Gothic Mansard Richardsonian Modern
 Use: Residential Commercial Religious Conditions: Excellent Good Fair Deteriorated

GIVE A BRIEF DESCRIPTION OF HISTORIC IMPORTANCE OF SITE (Refer and elaborate on theme circled on front of form)

Built in 1846 and since extensively remodelled, including the entire third floor with its mansard roof, by Joseph Burnett, founder of St. Mark's School. ©

BIBLIOGRAPHY AND/OR REFERENCE

1898 Joseph Burnett

2460-461

© HDSC Report 1972

RESTRICTIONS

Original Owner: _____
Deed Information: Book Number 3068 Page 180-1, Worcester Co. Registry of Deeds

Original yellow form: Eligibility file
 Copies: Inventory form
 Town file(w/corresp.)
 Macris
 NR director _____

Community: SOUTHBOROUGH

MHC OPINION: ELIGIBILITY FOR NATIONAL REGISTER

Date Received:

Date Reviewed: 7/30/14

Type: Individual District (Attach map indicating boundaries)

Name: Joseph Burnett Estate

Inventory Form: SBR.21,22,291,292

Address: 84 Main Street

Requested by:

Action: Honor ITC Grant R & C Other: planning

Agency:

Staff in charge of Review:

INDIVIDUAL PROPERTIES**DISTRICTS**

Eligible
 Eligible, also in district
 Eligible only in district
 Ineligible
 More information needed

Eligible
 Ineligible
 More information needed

CRITERIA: A B C D**LEVEL:** Local State National**STATEMENT OF SIGNIFICANCE** by Betsy Friedberg

The Joseph Burnett Estate includes a mansion house, barn, and other outbuildings on just under five acres in a parklike setting south of Main Street, on the edge of Stony Brook and the Wachusett Aqueduct and at the edge of Southborough's town center.

The estate was the home of Joseph Burnett, one of the most influential citizens of Southborough in the 19th century, and his family for several generations. Burnett was the founder of Burnett's Flavoring, a manufacturer of extracts based in Boston, through which he amassed a large fortune in the 1840s. He purchased the property on Main Street in Southborough in 1847 and shortly after his marriage to Josephine Cutter of Boston in 1848, began construction of a house that would be their country estate.

The first building erected here was the stone shop building, which was said to serve as headquarters for the building crew working on the mansion. The mansion house was completed in 1849 but substantially rebuilt in the late 1850s or 1860s, at which time its high slate mansard roof was added and its present Second Empire-style appearance achieved. The building is constructed of local stone in a mix of colors, trimmed with wood modillions and brackets. The house has a complex form with several wings and appendages, including a square tower with a

hipped roof (formerly a higher tower with mansard roof) and a square, single-story wing with hipped monitor roof, once a billiard room. Multiple brick chimneys pierce the slate-clad roofs. The mansion interior retains a number of fine details, including staircases and rails, paneling, cornice moldings, mantels, doors and hardware, and window and door trim.

Other buildings remaining on the property include the abovementioned stone shop (1848), built of stone with a slate gable roof; a rare but deteriorated Gothic Revival-style summer house or bungalow (ca. 1850), one story in height, with board and batten siding and a steeply pointed-arched dormer, which was moved from its original location on the bank of the brook to a site closer to the shop (the relocation occurred in the 1890s, around the same time the brook was channelized as part of the development of the Boston water-supply system); and a wood-frame, mansard-roofed carriage house/stable (ca. 1870), with a stone-walled paddock. The property is served by a curved drive leading from its entry on Main Street, and there are sweeping lawns as well as areas of specimen trees. A low stone wall surrounds the property.

Joseph Burnett was responsible for bringing one of the first herds of Jersey cattle to the U.S., to his property in Southborough, known in the 1860s as Deerfoot Farm. Burnett was a prime force behind bringing the Agricultural Branch Railroad through Southborough, was a founder of St. Mark's Episcopal parish (first services held in the upstairs room of the stone shop, which served as a chapel; St. Mark's Church opened nearby in 1863) and donor of its rectory and parish hall, a founder of St. Mark's School (established 1865 on land in Southborough's center that he purchased and donated), benefactor of the Fay School (1866), and chairman of the building fund to replace the Town Hall after it burned in 1869. In 1871, Burnett turned management of Deerfoot Farm, with lands extending well beyond the 5 acres of the mansion estate (approximately 500 acres south of Stony Brook), to his son. Deerfoot Farm was a significant supplier of dairy and pork products for Boston markets. While Burnett continued involvement with the Burnett Extract Company, he also worked on developing his gentleman's estate, adding specimen trees (some of which survive), and building a large carriage house and stable for his horses and carriages. After Burnett's death in 1894, his sons took over the farming activities as well as the Burnett Extract Company. The property remained in the Burnett family until the 1940s.

The Burnett Estate retains integrity of location, design, setting, materials, workmanship, feeling, and association, meeting National Register Criteria A, B, and C at the local level. It is historically significant for its associations with the development of Southborough in the second half of the 19th century and as an example of a lavish country estate. It is architecturally significant for its well-preserved Second Empire-style mansion and associated outbuildings, set within an intact landscaped setting. It is also significant for its associations with Joseph Burnett, the town's major benefactor and arguably most influential citizen in the 19th century. The Burnett Estate also stands in an area of other estates, institutional and residential buildings along Main Street, potentially eligible as a National Register district.

EXHIBIT "D"

**Exterior Photographs of the Premises Today and
Archival Copies of Photographs on File with the Town and Grantor**

The Main House

1. Westerly view of Main House from Deerfoot Road - September 2015
2. Close-up of Westerly view of the Main House - September 2015
3. Northwesterly corner view of the Main House - September 2015
4. Southerly view of the rear of the Main House - September 2015
5. Northwesterly view of the Main House - September 2015
6. Northerly view of the billiard room of the Main House - September 2015

The Carriage House

7. Northwesterly view of the Carriage House - March 2015
8. Easterly view of the Carriage House - March 2015
9. Southeasterly corner view of the Carriage House - March 2015
10. Southerly view of the Carriage House - March 2015
11. Southerly view (close-up) of the Carriage House - March 2015
12. Southerly view (close-up) of the Carriage House - March 2015
13. Westerly view of the Carriage House (and Chapel) - Deerfoot Road - March 2015
14. Westerly view of the Carriage House - March 2015

The Chapel

15. Southwesterly corner view of the Chapel - December 2015
16. Southerly view of the Chapel - December 2015
17. Southerly view (close-up) of the Chapel - November 2015

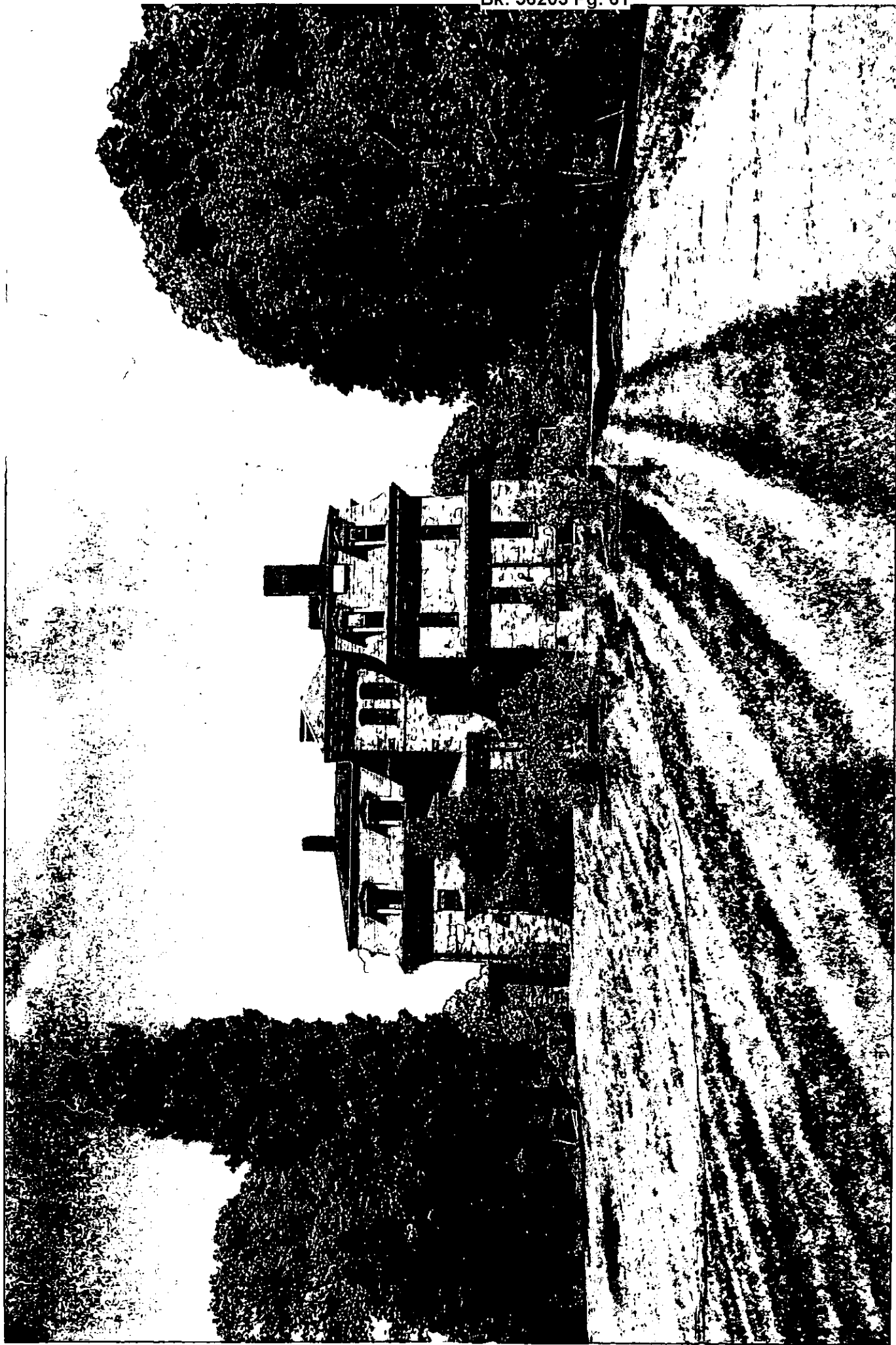
18. Westerly view of the Chapel (close-up) - November 2015
19. Northerly view of the Chapel (close-up) - November 2015
20. Northerly view of the Chapel - November 2015

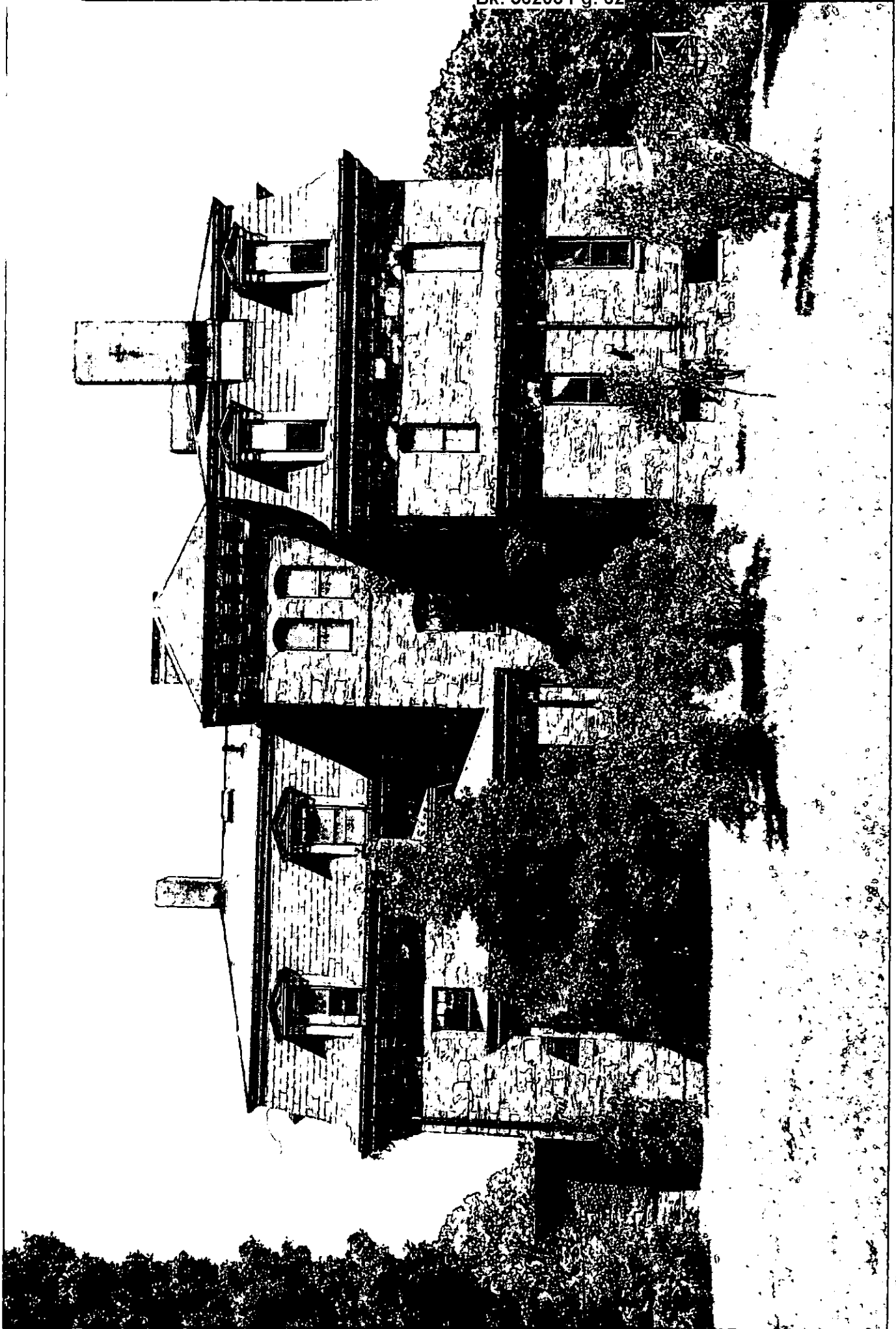
The Cottage

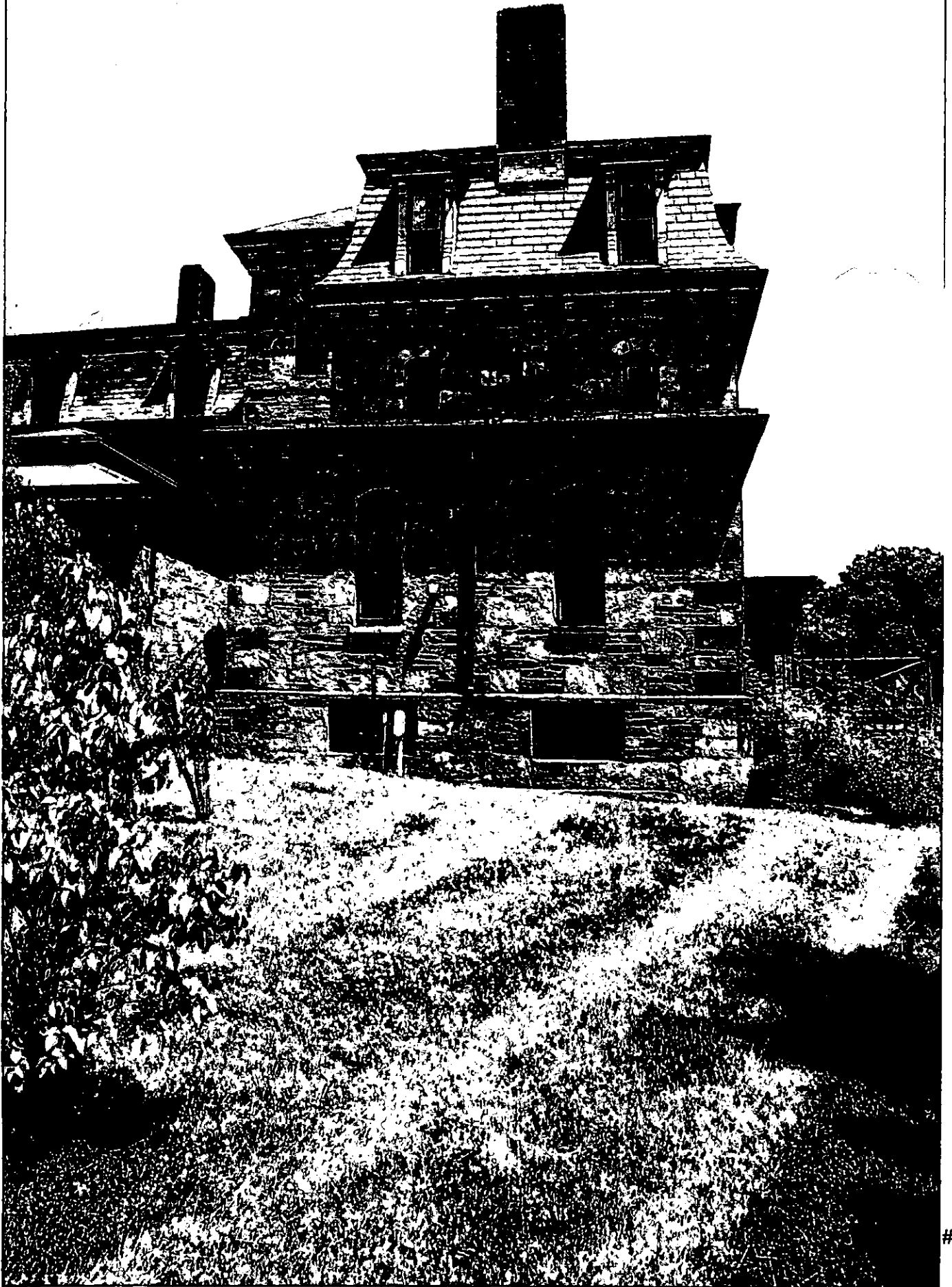
21. Easterly view (close-up) of the Cottage - December 2015
22. Easterly view of the Cottage - November 2015
23. Easterly view of the Cottage - December 2015

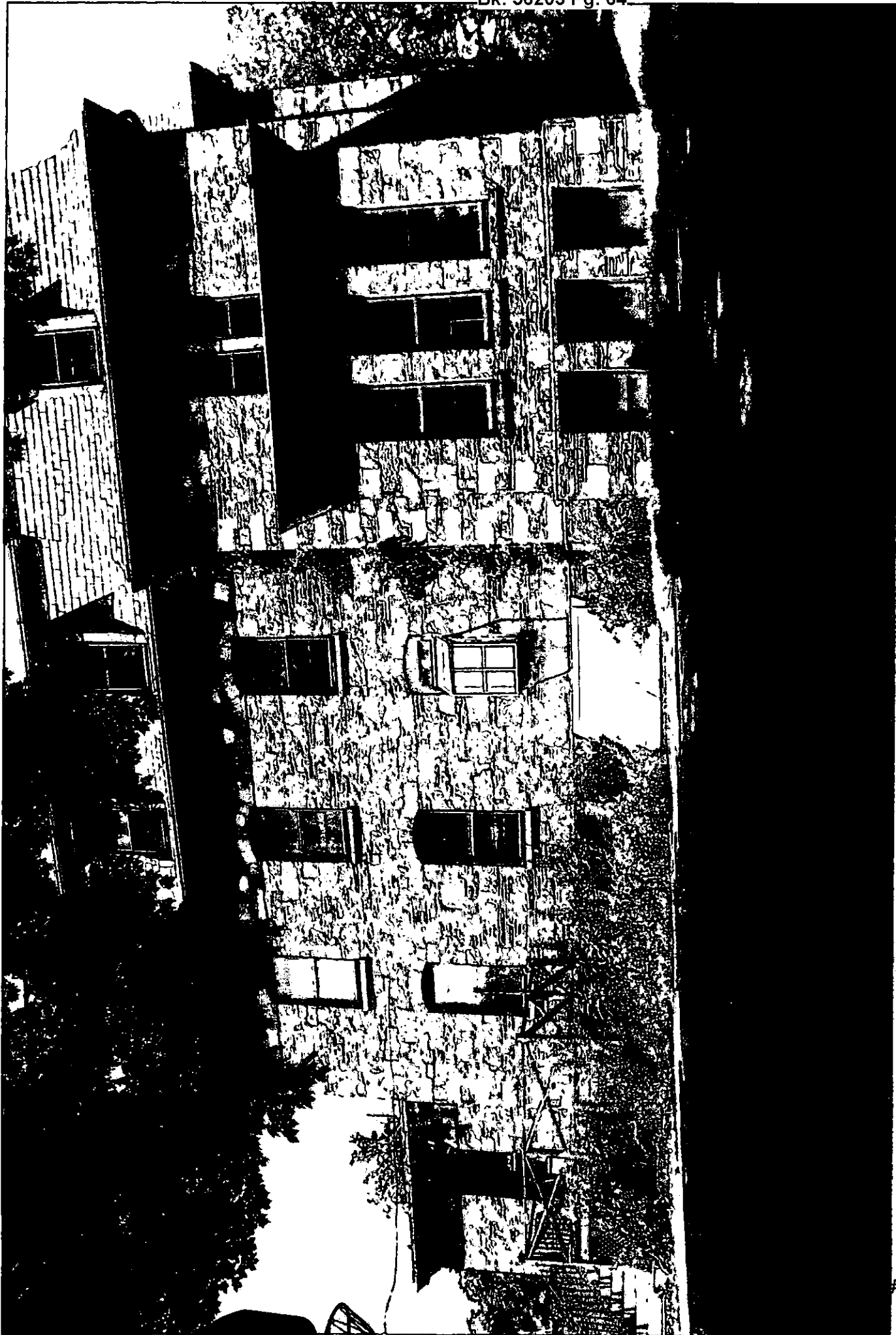
Miscellaneous Archival Photos

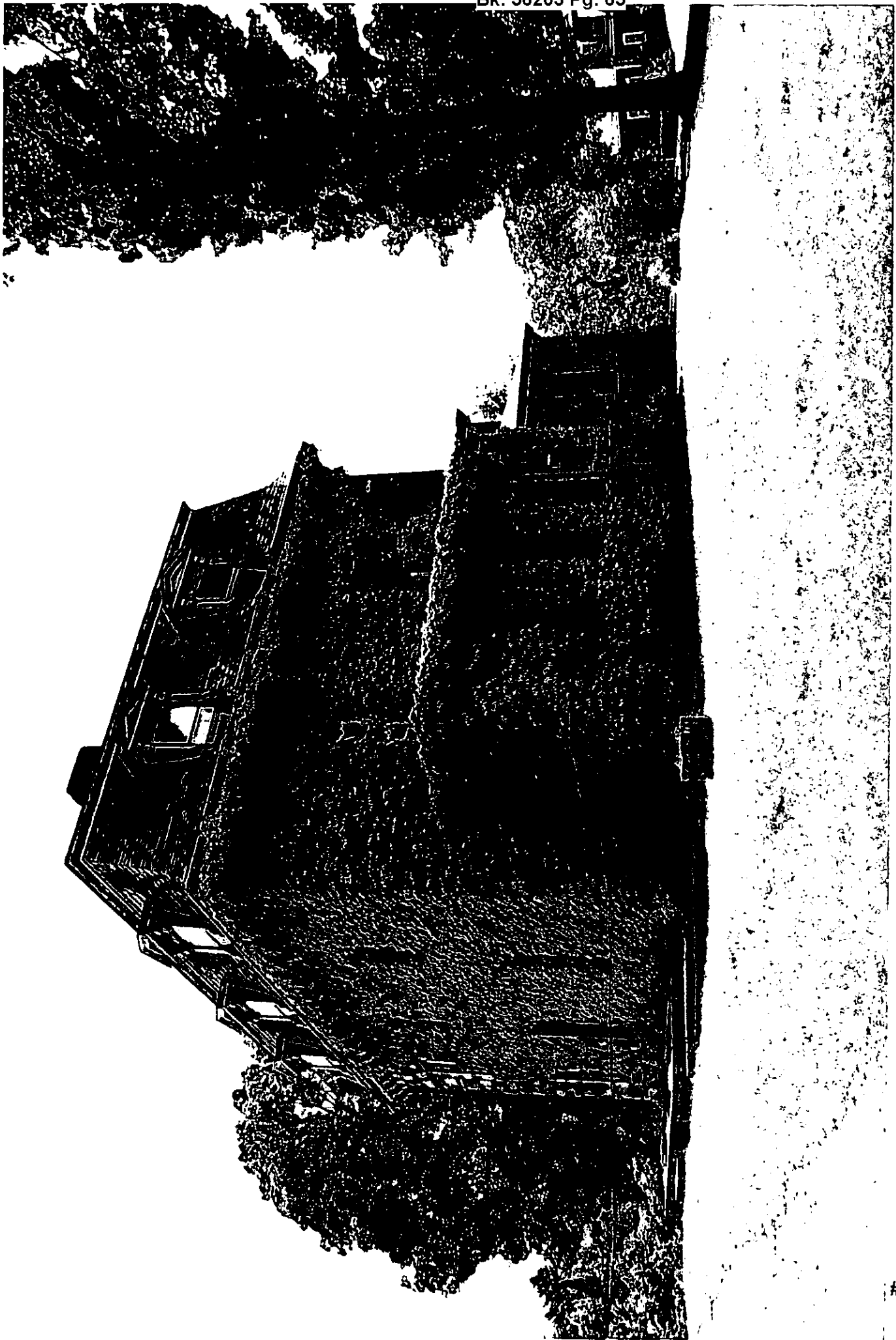
24. View along Reservoir of Main House, Cottage and Chapel - c. 1898
25. View before the Reservoir of Grounds, Main House, Cottage and Chapel - date unknown
26. Views of Stone Shop/Chapel - today and 1890's
27. Summer Bungalow/Cottage - 1900 and recent version
28. Aerial view of the Carriage House from 1938 and the current exterior of the Carriage House
29. A view of the easterly side of the Main House from Nov. 26, 1897
30. View of the easterly side of the stable (Carriage House) Nov. 29, 1897
31. View of the Northerly side of the stable (Carriage House) Nov. 26, 1897
32. View from the east of the Main House Oct. 20, 1897
33. View from the south, the rear of the Main House and driveway Nov. 26, 1897
34. View of the southerly side of tool house/Chapel Nov. 29, 1897
35. View of the easterly side of the tool house/Chapel from Nov. 29, 1897
36. View of the wooden tool house/Cottage Nov. 29, 1897

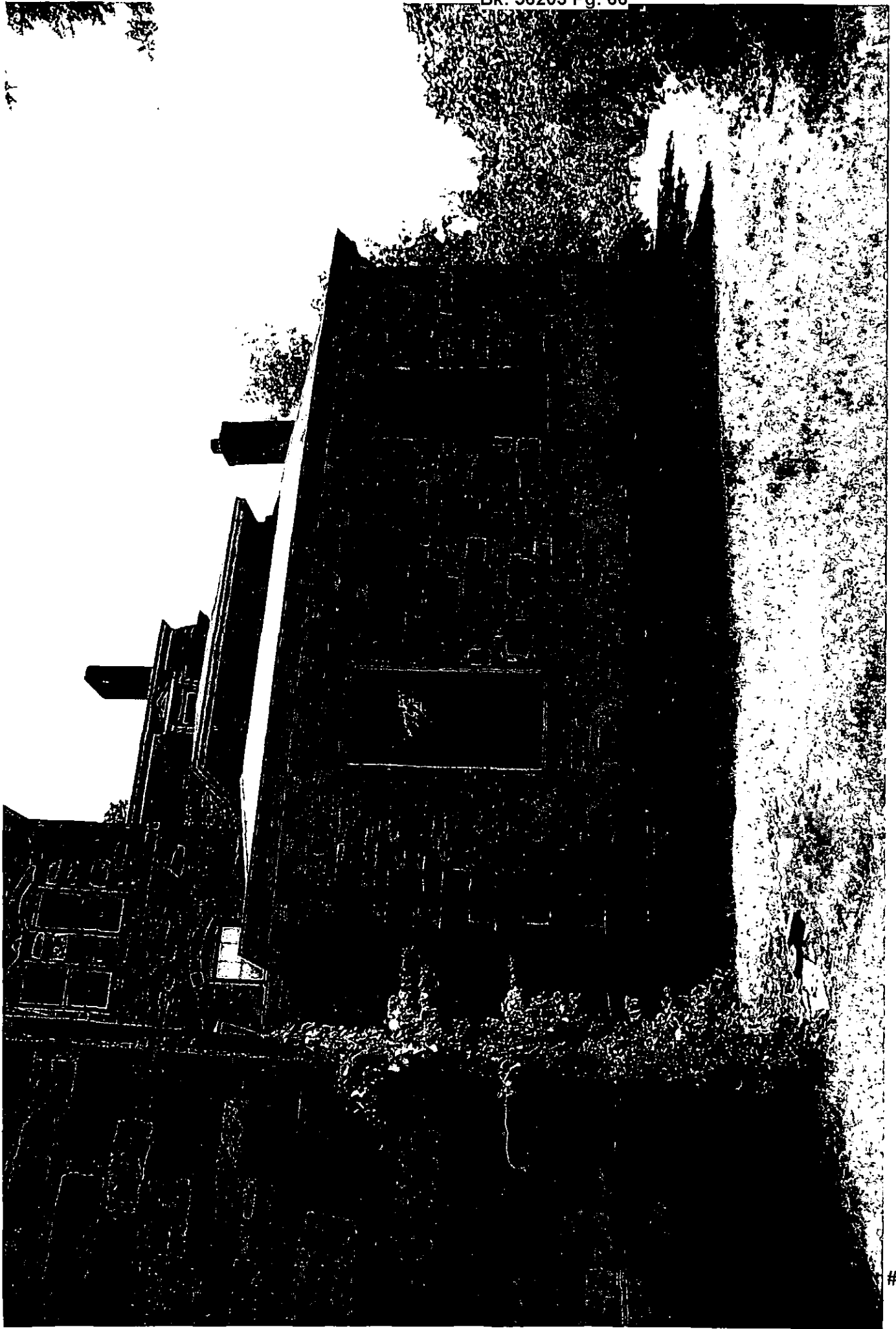




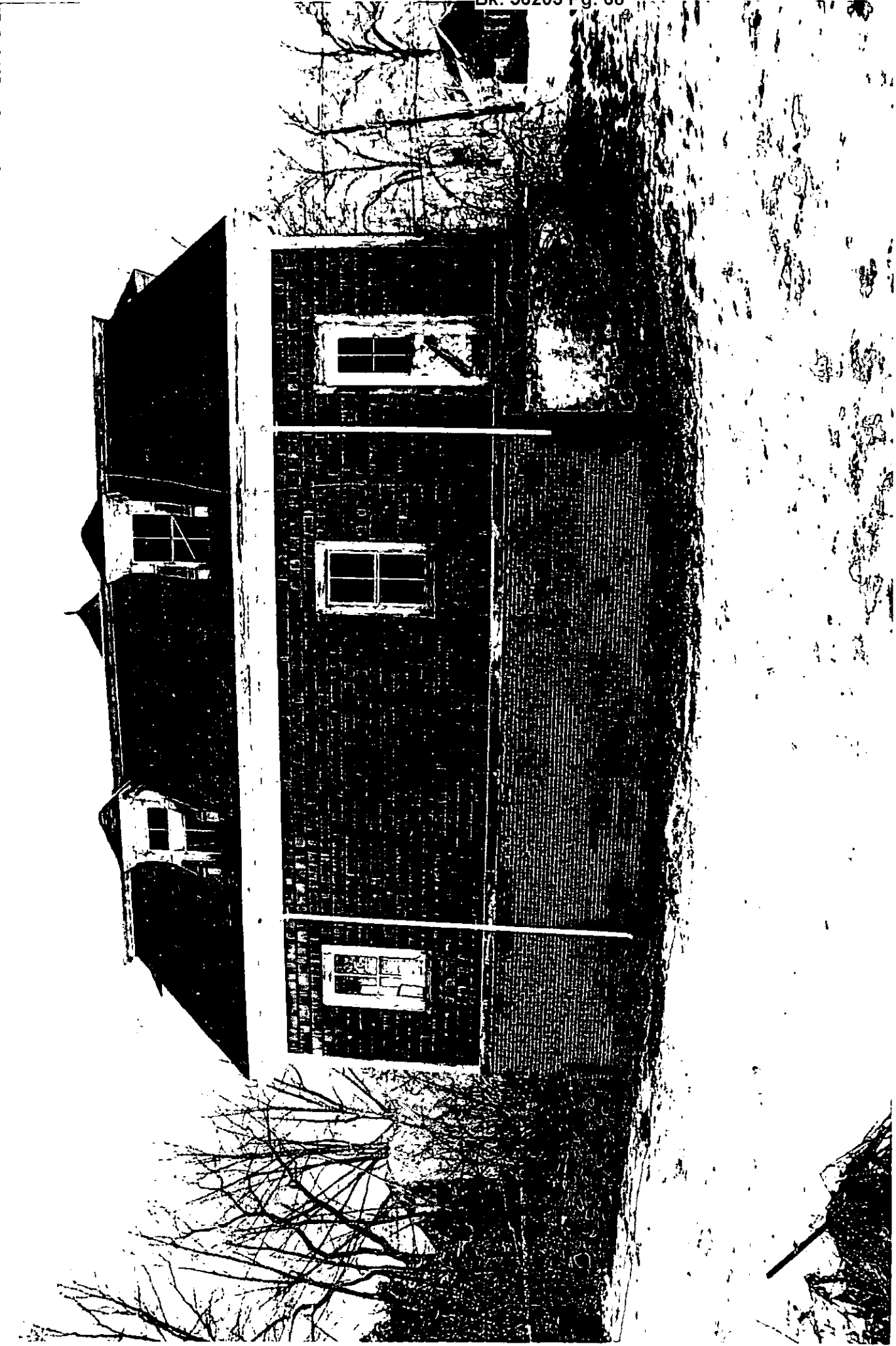


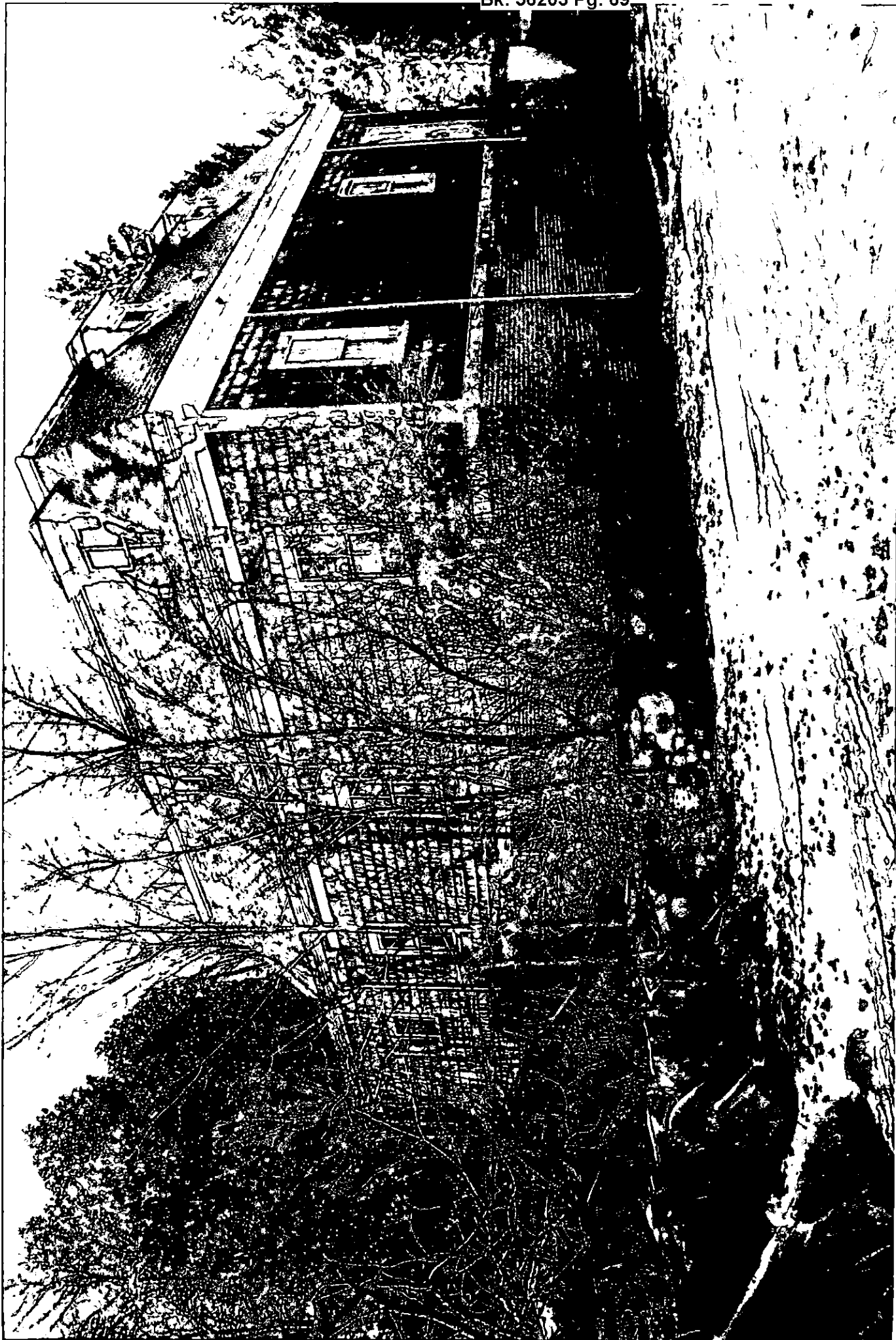




















73 of 102

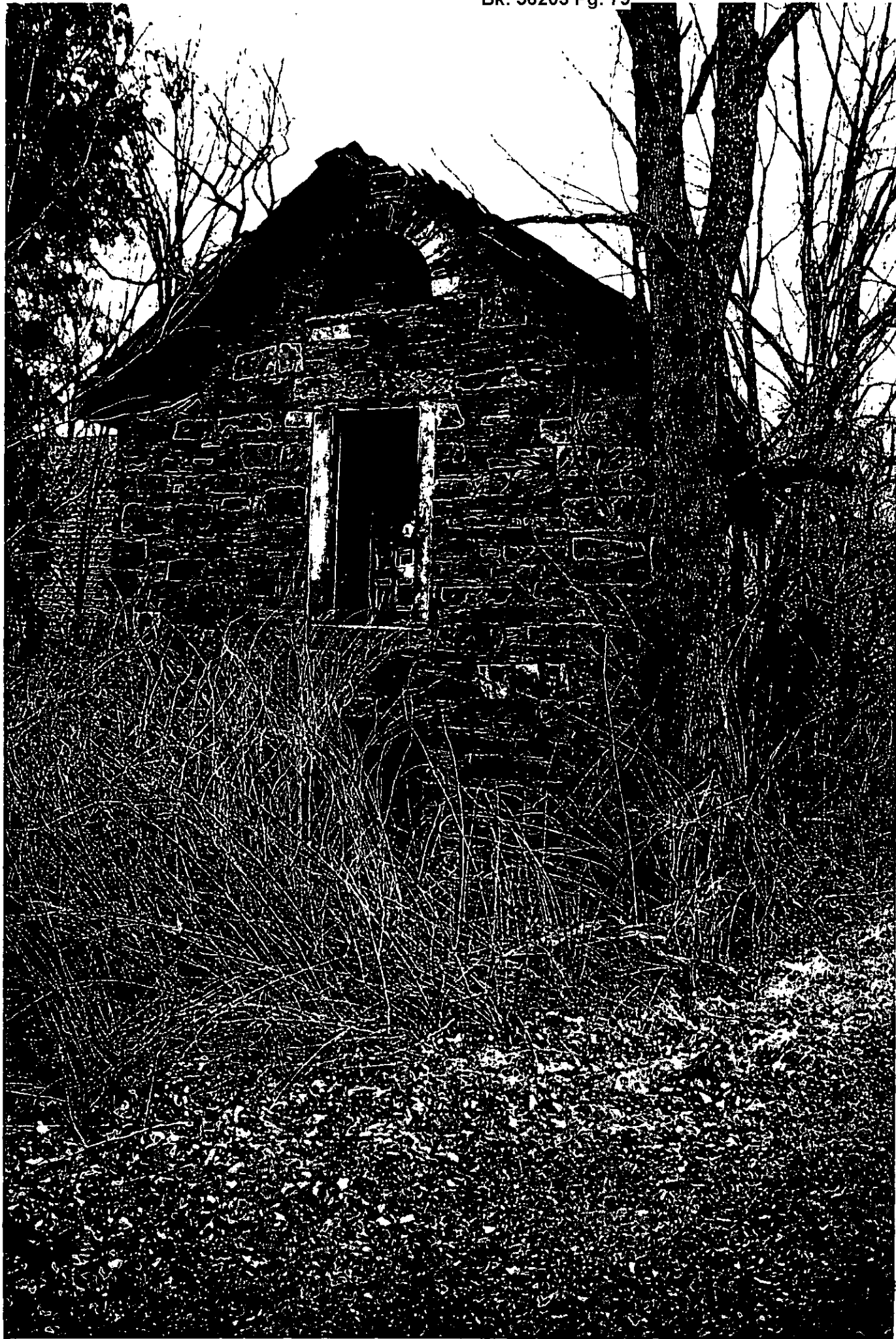










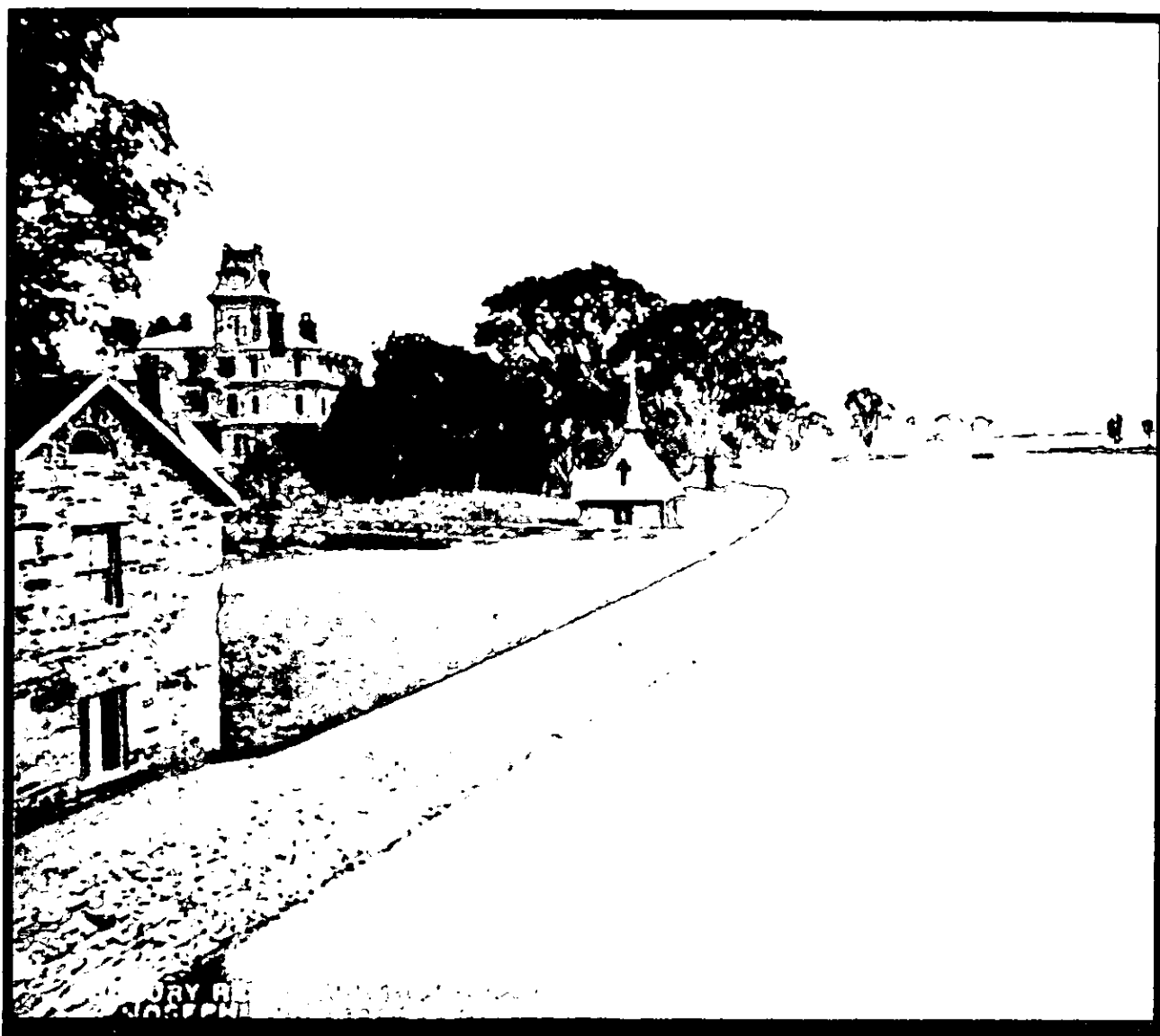












*The property immediately after the creation of the reservoir,
c.1898*



*Stone Mansion along Stony Brook before the reservoir.
(Photo thanks to A. Harter)*



*An early picture of Stony Brook, the Summer Bungalow and Shop
/Chapel.*



southborough historical society

Stone building near Down's Mill

The Stone Shop/Chapel as it appeared in the 1890's.



Two images (above) of the Stone Shop/Chapel as it appears today.

***The Extension of the Sudbury Reservoir Recreation Trail. "An Historical and Informational Trail Guide" by Samantha Burgess, A Girl Scout Gold Award Project-2000.**



The Summer Bungalow as it appeared around 1900





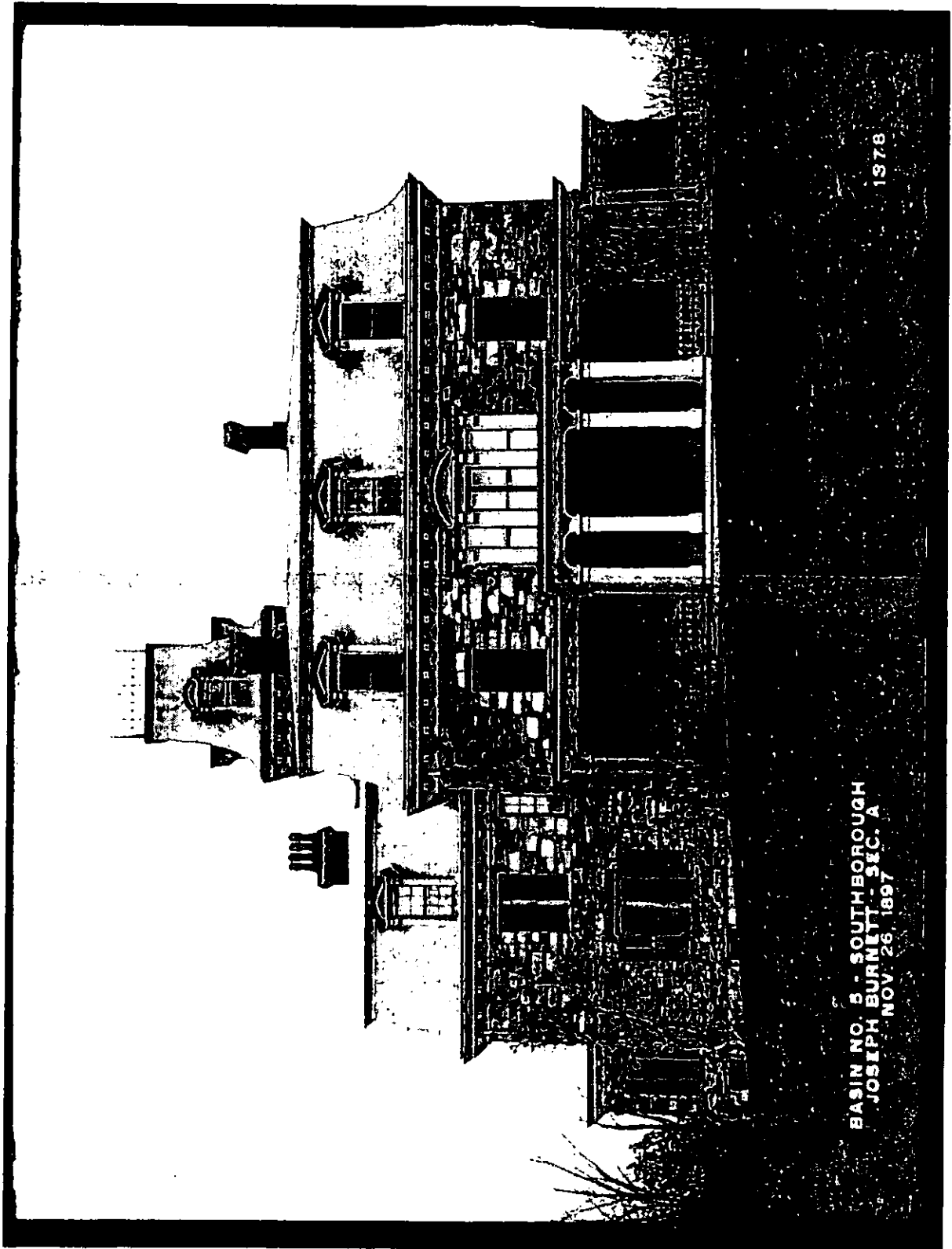
southborough historical society

An aerial view of the Carriage House from 1938.



The Carriage House today, which is also part of the Joseph Burnett Estate. It must have looked pretty much like this when built (except for the garage door and a few other updates). The years have taken a toll on these buildings.

Sudbury Reservoir, Section A, easterly side of the Joseph Burnett house (stone), from the east on lawn, Southborough, Mass., Nov. 26, 1897

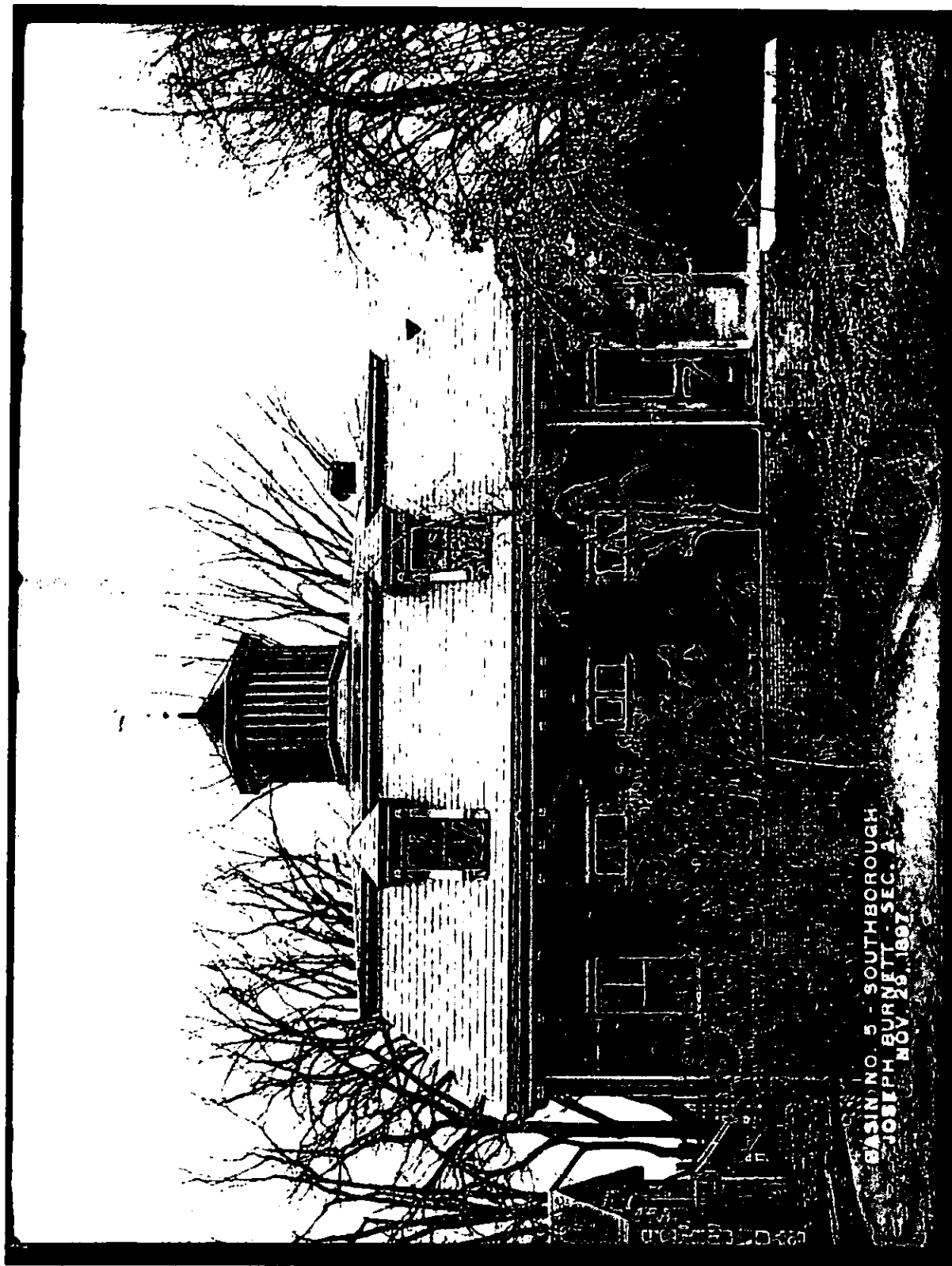


BASIN NO. 5 - SOUTHBOROUGH
JOSEPH BURNETT, SEC. A
NOV. 26, 1897

1878

Massachusetts Archives (/instructions/commonwealth:k35698213) → Massachusetts Metropolitan Water Works Photograph Collection, 1876-1930 (bulk, 1895-1921) (/collections/commonwealth:g732dh56k)

Sudbury Reservoir, Section A, easterly side of stable of Joseph Burnett, from the east near tool house, Southborough, Mass., Nov. 29, 1897



BASIN NO. 5 - SOUTHBOROUGH
JOSEPH BURNETT - SEC. A
NOV 29 1897

Massachusetts Archives (/institutions/commonwealth:K35696Z13) -> Massachusetts Metropolitan Water Works Photograph Collection, 1876-1930 (bulk, 1895-1921) (/collections/commonwealth:g732dh56k)

Sudbury Reservoir, Section A, northerly side of stable of Joseph Burnett, from the north, Southborough, Mass., Nov. 26, 1897



MASSACHUSETTS ARCHIVES
 JOSEPH BURNETT
 NOV 26 1897
 1363

massachusetts Archives (/institutions/commonwealth:k35598z13) → Massachusetts Metropolitan Water Works Photograph Collection, 1876-1930 (bulk, 1895-1921) (/collections/commonwealth:g732dh56k)

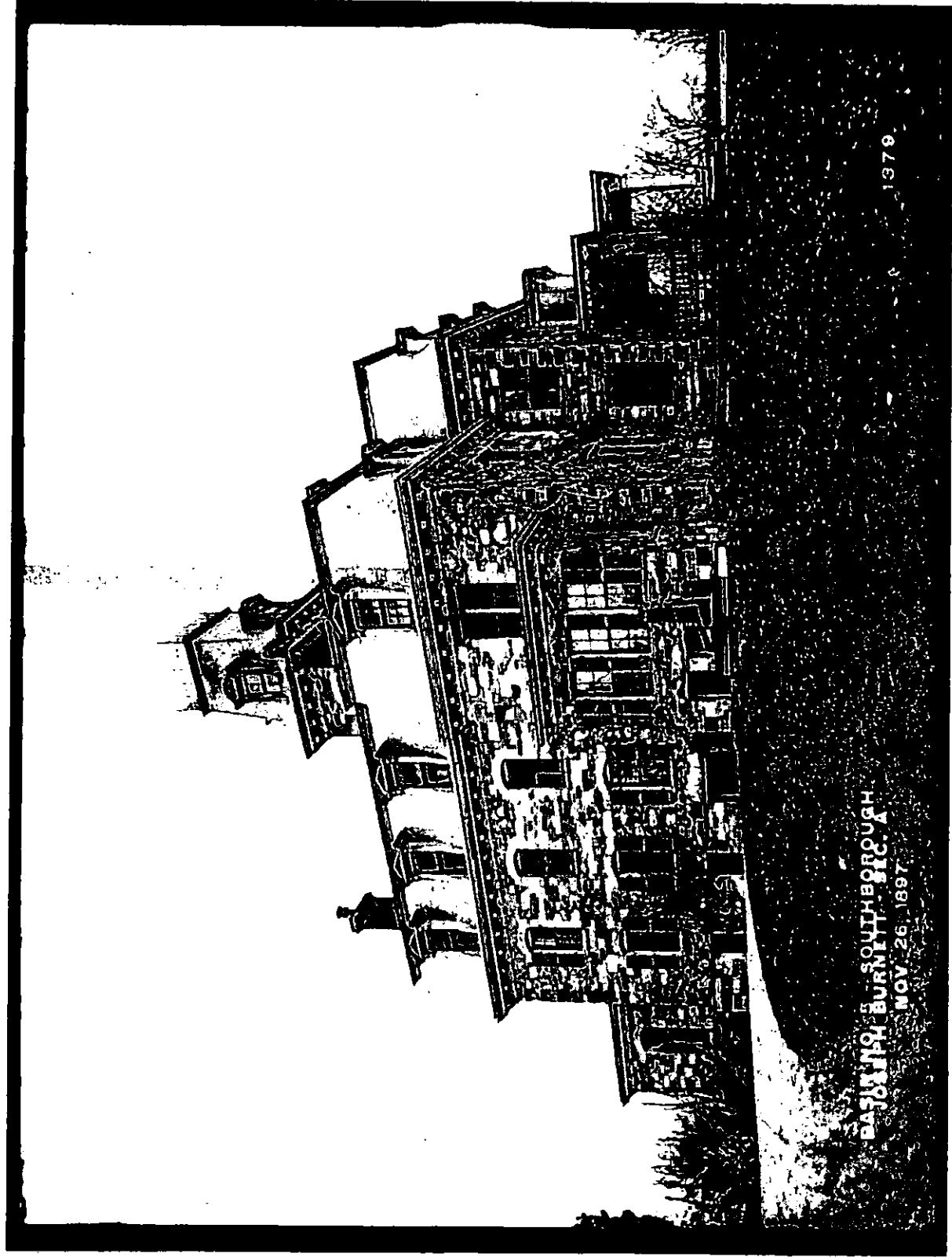
Sudbury Reservoir, Section A, Joseph Burnett's house, from the east in Burnett Road, Southborough, Mass., Oct. 20, 1897



BASIN NO. 5 - SOUTHBOROUGH
JOSEPH BURNETT, SEC. A
OCT. 20, 1897

Massachusetts Archives (/institutions/commonwealth:k3b698z13) → Massachusetts Metropolitan Water Works Photograph Collection, 1876-1930 (bulk, 1895-1921) (/collections/commonwealth:g732dh56k)

Sudbury Reservoir, Section A, southerly side of the Joseph Burnett house (stone), from the south in driveway, Southborough, Mass., Nov. 26, 1897



Massachusetts Archives (/institutions/commonwealth:k35698213) → Massachusetts Metropolitan Water Works Photograph Collection, 1876-1930 (bulk, 1895-1921) (/collections/commonwealth:g732dh56k)

Sudbury Reservoir, Section A, southerly side of tool house (stone), on the easterly side of Sawin's Mills Road near brook, from the south near culvert, Southborough, Mass., Nov. 29, 1897



BASIN NO. 5, SOUTHBOROUGH
- JOSEPH BURNETT - SEC. A
NOV. 29, 1897

Massachusetts Archives (/institutions/commonwealth:k35696213) → Massachusetts Metropolitan Water Works Photograph Collection, 1876-1930 (bulk, 1895-1921) (/collections/commonwealth:g732dh56k)

Sudbury Reservoir, Section A, easterly side of tool house (stone), on the easterly side of Sawin's Mills Road near brook, from the east near stable, Southborough, Mass., Nov. 29, 1897



BASIN, NO. 5 - SOUTHBOROUGH
BY JOSEPH BURNETT, SEC. A
NOV. 29, 1897

1886

Massachusetts Archives (/institutions/commonwealth:k35698213) → Massachusetts Metropolitan Water Works Photograph Collection, 1876-1930 (DULK, 1895-1921) (/collections/commonwealth:g732dh56k)

Sudbury Reservoir, Section A, wooden tool house of Joseph Burnett, on the northerly side of brook, from the northwest near barn, Southborough, Mass., Nov. 29, 1897

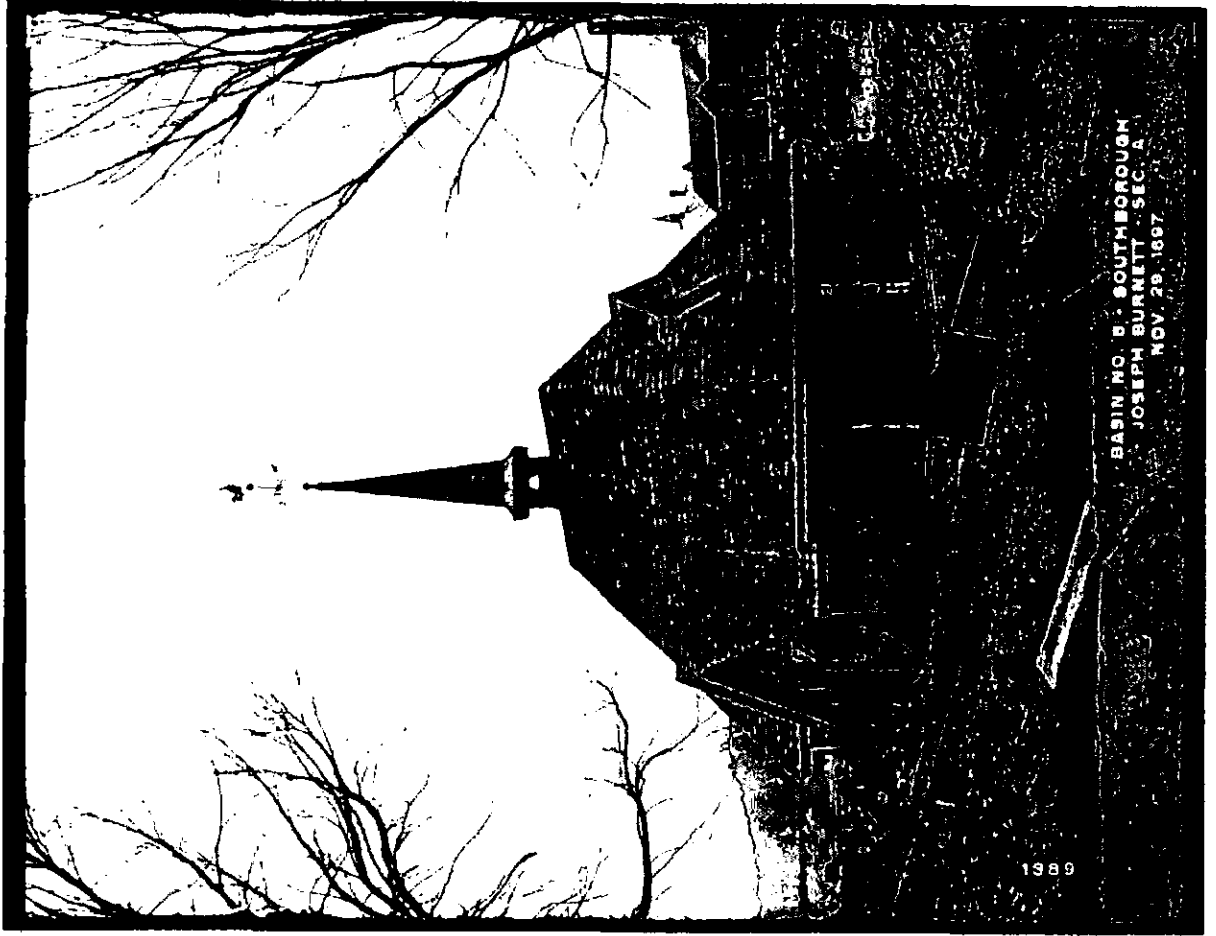
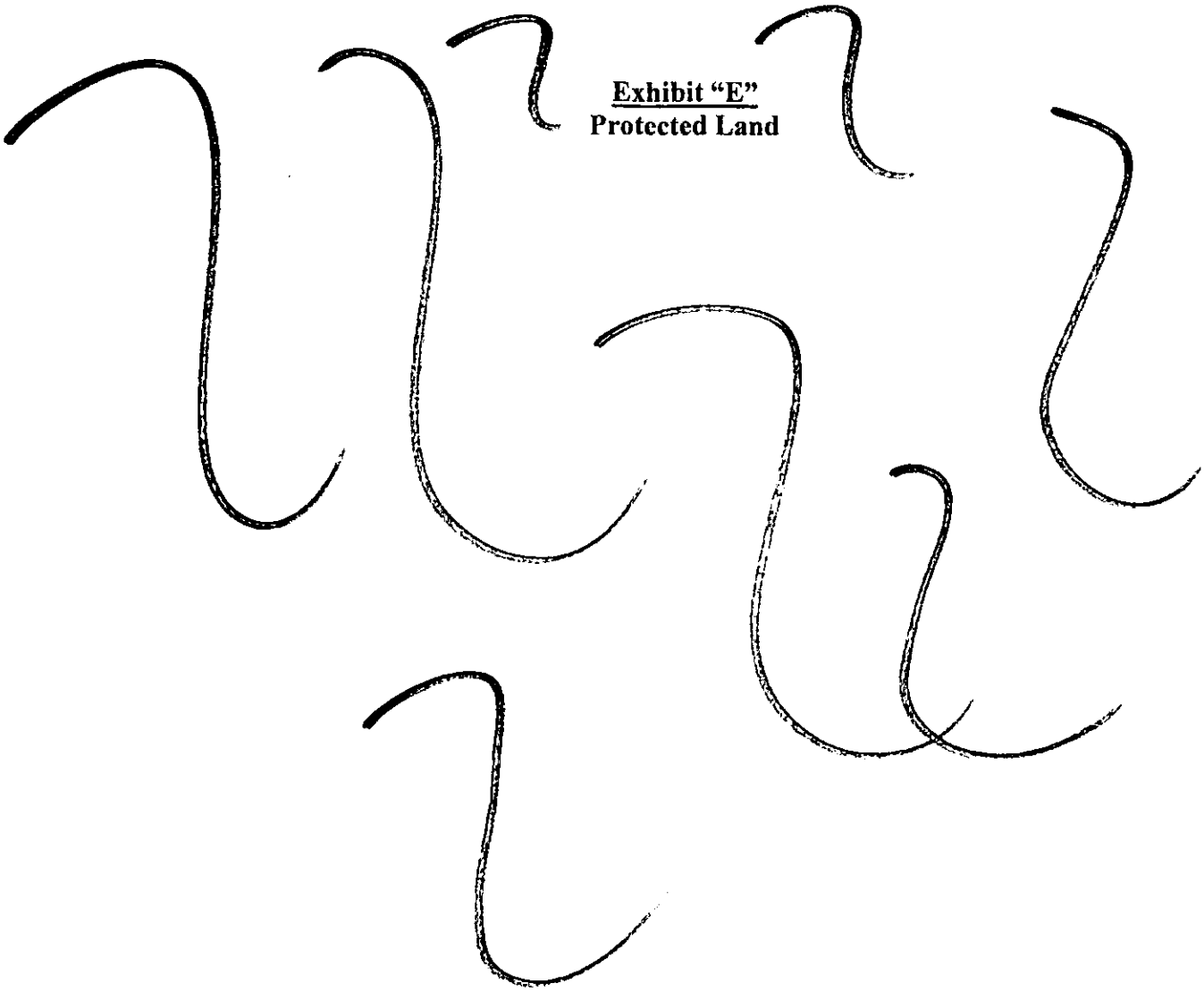
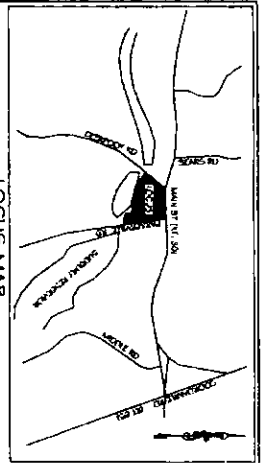
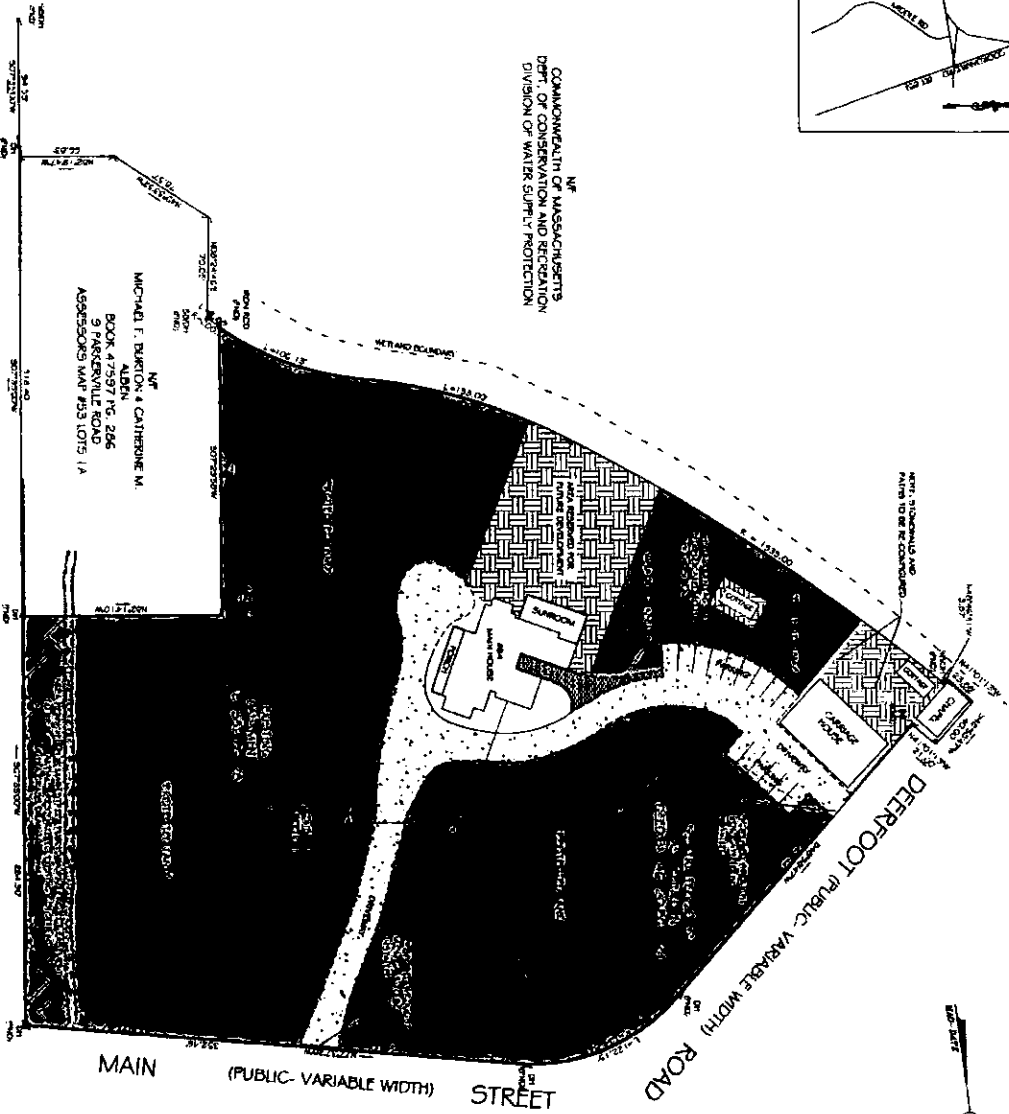


Exhibit "E"
Protected Land





COMMONWEALTH OF MASSACHUSETTS
DEPT. OF CONSERVATION AND RECREATION
DIVISION OF WATER SUPPLY PROTECTION



MICHAEL F. BURTON & CATHERINE M. ALDEN
BOOK 47597 PG. 286
9 PARKVILLE ROAD
ASSASSON'S MAP #53 LOTS 1A

- NOTES:
1. ZONING: RESIDENTIAL - A
 2. MAP RECORD: 150
 3. BEARINGS: 1°-55' - 5' - 25" - 1°-50'
 4. UNLIDOT AREA: 45,560 SQ. FT.
 5. 1985/86 PLAN MAP 93 PL011
 6. REED REFERENCE: WOODSIDE COUNTY RECORDS (93)
 7. BOOK SIMON - PAGE 90
 8. OWNERS OF RECORD: EMMETT BURDETTE, SCOTT WALKER, STEPHEN W. BURDETTE, JAMES W. BURDETTE
 9. THIS PLAN WAS COMPILED FROM OFFICE RECORD PLAN 0282 INFORMATION
- PLAN REFERENCES:
1. PLAN BOOK 097 PLAN 73
 2. PLAN BOOK 305 PLAN 64
 3. PLAN BOOK 95 PLAN 81



PLAN OF LAND
#84 MAIN STREET
SOUTHBOROUGH, MASSACHUSETTS
PREPARED FOR
JON DELL PRISCOLI & JENNIFER BURCHILL
DATE: 11-20-05

Arthur F. Borden & Associates, Inc.
Professional Land Surveyors & Civil Engineers
302 Broadway, 11th Fl. - Southon, Massachusetts 02767
(978) 580-3499 - WWW.FBORDER.COM
D-1146

Exhibit "F"**RESTRICTION GUIDELINES**

ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT
 BETWEEN THE TOWN OF SOUTHBOROUGH AND
 84 MAIN STREET SOUTHBOROUGH LLC

The purpose of the Restriction Guidelines is to clarify paragraph four of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the Southborough Historic Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair or as allowed pursuant to this Agreement do not require Commission review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural details which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planning, painting and repair.

Major - Moving or subdividing Building or Property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRRICAL/PLUMBING SYSTEMS – EXTERIOR

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. Commission will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

Exhibit 'G'

Exterior upgrades / Restoration/Renovation

Main House

- 1) Stone Work – Point stone where needed and fix chimney caps
- 2) Sand, Repair and repaint all original windows and doors and add single pane energy efficient storm window & screens to replace non-period combination storm windows.
- 3) Repair and reseal roof with Period slate. Strip asphalt roof off Billiard room and install slate. Plus, restore roof clerestory window.
- 4) Add front porch which was removed in early 1900's ***
- 5) Sand, Repair and repaint wood trim.

Carriage House

- 1) Repair wood trim, doors, frame's, shingle siding.
- 2) Repair slate roof
- 3) Sand, repair and repaint all original exterior doors, trim and windows. Replace garage overhead door with period door.

Chapel

- 1) Remove all existing roof and floor structure
- 2) Repair roof and leave as one story structure
- 3) Slate roof
- 4) Replace all windows and doors
- 5) Repaint trim and repair stonework

Landscaping

- 1) Remove all dead trees invasive shrubs and trees to close to structures, as allowed and authorized By Mass DEP and Southborough Conservation Commission. ***
- 2) Appropriately prune all remaining trees. ***
- 3) Replace dead or diseased trees along driveway with 3-4" caliper trees as needed. ***
- 4) Remove and regrade driveway entirely. ***
- 5) New pavers in walkways ***

- 6) Repair stone walls as needed.
- 7) Regrade major portions of lawn areas and repair years of neglect. ***
- 8) Repave driveway. ***
- 9) Install iron gates at both driveway entrances ***

NOTE: Required items marked with '***' are not CPA eligible and are not figured into the final PR purchase price.