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PRESERVATION RESTRICTION AGREEMENT
between the TOWN OF WESTON
by and through the WESTON HISTORICAL COMMISSION
and DONNA J. BREZINSKI

This Preservation Restriction Agreement made this 17th day of May,
2012, between **Donna J. Brezinski** (hereinafter referred to as the "Grantor") and the **Town
of Weston**, a municipal corporation acting by and through its Historical Commission having
its place of business at Weston Town Hall, P.O. Box 378, Weston, Massachusetts 02493
(hereinafter referred to as the "Commission").

WITNESSETH

WHEREAS, the Grantor is the owner in fee simple of certain real property with
improvements thereon known as the Whitney Tavern, 171 North Avenue, Weston, Middlesex
County, Massachusetts as described in a deed dated July 28, 2005, recorded with the
Middlesex South District Registry of Deeds in Book 45859, Page 352 (hereinafter referred to
as the "Property"), said Property including a two-story wood frame house dating c. 1707 with
an attached one-story wood frame wing (hereinafter referred to as the "Residence") on a lot
of 1.03 acres identified in Town of Weston assessor's records as 013-112-000;

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

WHEREAS, the Residence stands as a significant example of early Colonial
architecture, important in design and setting and possessing integrity of materials and
workmanship;

WHEREAS, the Property is located on the historic North Avenue, a designated
Weston scenic road, and contributes to the character of the historic streetscape;

Kopelman & Paige P.C.
101 Arch Street
Boston, MA 02110

Attn: *K. Klein*

WHEREAS, the Property is located within the Kendal Green Historic District, accepted for inclusion on the National Register of Historic Places on March 1, 2001 and is a contributing building within the historic district;

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

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

- Property Deed, dated July 28, 2005, recorded with the Middlesex South District Registry of Deeds in Book 45859, Page 352, attached hereto as Exhibit A-1;
- Town of Weston GIS Map for Parcel 013-112-000; attached hereto as Exhibit A-2;
- Photographs of the existing exterior construction and landscaping, attached hereto as Exhibit A-3;
- Massachusetts Historical Commission Inventory Form B, attached hereto as Exhibit A-4.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Property and on its successors and assigns, to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Property in order to protect the architectural, archaeological and historical heritage of the Property and so that said restrictions, obligations and duties shall serve the public interest in a manner

consistent with the purposes of M.G.L. Chapter 184, Sections 31, 32 and 33, hereinafter referred to as the Act; and

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

WHEREAS, the Grantor and the Commission together agree to preserve the Property in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties" with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"), and in accordance with the "Guidelines: Standards and Procedures for Maintenance and Improvements" (hereinafter the "Standards and Procedures"), said Standards and Procedures being attached hereto and made a part hereof as Exhibit B.

NOW, THEREFORE, for good and valuable consideration in the amount of Eighty Thousand Dollars (\$80,000.00) paid, the Grantor conveys to the Commission the following preservation restrictions that shall apply in perpetuity to the Property.

1. PURPOSE

The Purpose of this Restriction is to assure that the architectural, historic, cultural, and associated open space features of the Property will be retained and maintained forever substantially in their current condition for conservation and preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the Property's preservation values ("Purpose of the Restriction").

2. GRANTOR'S COVENANTS

2.1 Maintenance of Property: The Grantor agrees at all times to maintain the Residence in the same or better structural condition and state of repair as existing on the effective date of this Restriction. The Grantor also agrees to maintain the Property's landscaping in good appearance in accordance with Section 5 of the Standards and Procedures. The Grantor

agrees to assume the total cost of continued maintenance, repair and administration of the Property so as to preserve the characteristics that contribute to the architectural, archaeological and historical integrity of the Property in a manner satisfactory to the Commission according to the Secretary's Standards. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Property.

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

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

- a. The Residence shall not be demolished, removed or razed except in accordance with Paragraphs 7 and 8.
- b. Nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Property and the Residence from the street.
- c. No other buildings or structures, including camping accommodations or mobile homes, shall be erected or placed on the Property hereafter except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers, and as may be permitted under the Guidelines.
- d. The dumping of ashes, trash, rubbish or any other unsightly or offensive material is prohibited.
- e. No above-ground utility transmission lines, except those reasonably necessary for service to the existing Residence may be installed on the Property, with the exception of those utility lines installed in accordance with easements recorded prior to the date hereof.

- f. The Property shall not be subdivided and the Property shall not be devised or conveyed except as one unit.
- g. The conduct of archaeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (Massachusetts General Laws Chapter 9, Section 27C, 950 CMR 70.00).

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

3. GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Commission: *Without the prior express written approval of the Commission*, which approval may be withheld or conditioned in the sole discretion of the Commission, the Grantor shall not undertake any of the following actions:

- a. increase or decrease the height of, make additions to, change the exterior construction materials or colors, or move, improve, alter, reconstruct or change the facades (including fenestration) and roofs of the Residence. With regard to house color, the goal of the Commission is to insure that an historically appropriate color is used.
- b. make permanent substantial topographical changes, such as, by example, excavation for the construction of roads and recreational facilities.
- c. change the use of the Property to a use other than single family residential, provided the Commission may consider a request for a change in use of the Property in light of existing planning and zoning regulations, and the Commission must determine that the proposed use: (i) does not impair the

significant conservation and preservation values of the Property; and (ii) does not conflict with the Purpose of this Restriction.

3.2 Review of Grantor's Requests for Approval. Whenever approval of the Commission is required under this Restriction, Grantor shall request specific approval by the Commission not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the Grantor shall be reasonably sufficient as a basis for the Commission to approve or disapprove the request. Grantor shall submit to the Commission for its approval two (2) copies of information (including plans, specifications and designs where appropriate) describing the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Commission to make an informed judgment as to its consistency with the Purpose of the Restriction. Within sixty (60) days of receipt of Grantor's reasonably sufficient request for said approval, the Commission shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Commission determine that additional time is necessary in order to make its decision, the Commission shall notify the Grantor. The Commission's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the purpose of this Agreement. Failure of the Commission to make a decision within sixty (60) days from the date on which the request is accepted as complete by the Commission or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this paragraph relating to deemed approval after the passage of time.

4. STANDARDS FOR REVIEW

Grantee shall apply the Secretary's Standards as well as the Standards and Procedures in exercising any authority created by this Restriction to inspect the Property; to review any

construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Residence following casualty damage.

5. PUBLIC ACCESS

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

6. GRANTOR'S RESERVED RIGHTS

Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

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

(b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Residence strictly according to the Secretary's Standards and the Standards and Procedures. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Residence. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of paragraphs 3.1 and 3.2;

(c) the right to continue all manner of existing residential use and enjoyment of the Property's Residence and gardens, including but not limited to the right to maintain existing driveways; the right to maintain existing utility lines; the right to cut,

remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and with the Secretary's Standards and the Standards and Procedures.

7. CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

In the event that the Residence or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Residence and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the 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 Residence and/or reconstruction of damaged or destroyed portions of the Residence; and
- (c) a report of such restoration/reconstruction work necessary to return the Residence to the condition existing at the date hereof.

8. REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION

If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Residence in accordance

with the plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and the Commission agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Commission, alter, demolish, remove or raze one or more of the Buildings, and/or construct new improvements on the Property. Grantor and the Commission may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23.2 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's lender's claims under paragraph 9, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to mediation in accordance with the provisions of paragraph 23.2 hereof.

9. INSURANCE

Grantor shall keep the Property insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Residence without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include the Commission's interest and name the Town of Weston as an additional insured. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request therefore, certificates of such insurance coverage. Provided, however, that whenever

the Property is encumbered with a mortgage nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. INDEMNIFICATION

Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Town, the Commission, its agents, representatives, employees, and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by the reckless conduct of the Commission or the Town or any agent, trustee, employee or contractor of the Commission or the Town. In the event that Grantor is required to indemnify the Commission pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property.

11. TAXES

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

12. ADMINISTRATION AND ENFORCEMENT; NOTICE

Any notice which either Grantor or the Commission may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission (receipt of which is acknowledged in writing by the intended

recipient), registered or certified mail with return receipt requested, or hand delivered, at the address specified for each party, above. Each party may change its address set forth herein by a notice to such effect to the other party.

13. EVIDENCE OF COMPLIANCE

Upon request by Grantor, the Commission shall promptly furnish Grantor with certification that, to the best of the Commission's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of the Commission's knowledge thereof.

14. INSPECTION

With the consent of the Grantor, representatives of the Commission shall be permitted at all reasonable times to inspect the Property. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspection.

15. THE COMMISSION'S REMEDIES

The Commission may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Residence to the condition and appearance required under this Restriction. The Commission shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

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

Exercise by the Commission of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. NOTICE FROM GOVERNMENT AUTHORITIES

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

17. NOTICE OF PROPOSED SALE

Grantor shall promptly notify the Commission in writing of any proposed sale of the Property and provide the opportunity for the Commission to explain the terms of the Restriction to potential new owners prior to the closing of the sale.

18. LIENS

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

19. PLAQUE

Grantor agrees that the Commission may provide and maintain a plaque on the Property, which plaque shall not exceed 24 by 24 inches in size, giving notice of the significance of the Property and the existence of this Restriction.

20. BINDING EFFECT; ASSIGNMENT

Run with the Land. Except as provided in paragraphs 8 and 23.2, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and the Commission, their respective successors in interest and all persons hereafter claiming under or through Grantor and the Commission, and the words "Grantor" and "Commission" when used herein shall include all such persons. Any right, title or interest herein granted to

the Commission also shall be deemed granted to each successor and assign of the Commission and each such following successor and assign thereof, and the word "Commission" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

21. ASSIGNMENT

The Commission may, with the approval of the Board of Selectmen and Town Meeting and without prior notice to Grantor, convey, assign or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national organization that is a charitable corporation or trust qualified under the Act, whose purposes include preservation of buildings or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out.

22. RECORDING AND EFFECTIVE DATE

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

23. PERCENTAGE INTERESTS; EXTINGUISHMENT

23.1 Percentage Interests. For purposes of allocating proceeds pursuant to paragraphs 23.2 and 23.3, Grantor and the Commission stipulate that as of the date of this Restriction, Grantor

and the Commission are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the consideration paid for this Restriction to the value of the Property. The parties shall include the percentage interests with the Baseline Documentation (on file with Grantor and the Commission). In the event capital improvements are made to the Property by the Grantor, the parties shall amend such percentage interests to reflect the value of any capital improvements.

23.2 Extinguishment. Grantor and the Commission hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Residence resulting from casualty. Such an extinguishment must meet all of the requirements of the Act for extinguishment, must be the result of a judicial proceeding and shall entitle the Commission to share in any net proceeds resulting from the extinguishment in an amount that reflects its percentage interest in the fair market value of the Property, as such interest is determined under the provisions of paragraph 23.1, adjusted, if necessary, to reflect a partial termination or extinguishment of this Restriction. All such proceeds received by the Commission shall be used by it in a manner consistent with the Commission's primary purposes.

Net proceeds shall include, without limitation, net insurance proceeds, and proceeds from the sale or exchange by Grantor of any portion of the Property after the extinguishment.

In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

23.3 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and the Commission shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and the Commission in connection with such taking shall be paid out of the recovered proceeds. Grantor and the Commission shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraphs 23.1 and 23.2 unless otherwise provided by law. Provided, however, that if the Property is encumbered by a mortgage at the time of such condemnation, Grantor and the Commission shall be entitled to their respective percentage interests in any proceeds remaining after satisfaction of all mortgages.

24. INTERPRETATION

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

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

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

(c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors

and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify the Commission of such conflict and shall co-operate with the Commission and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

25. AMENDMENT

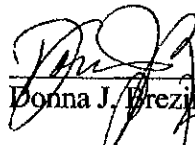
Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and the Commission may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of the Commission under any applicable laws, including the Act and the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit additional residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Agreement. Any such amendment shall be recorded with Middlesex South District Registry of Deeds. Nothing in this paragraph shall require Grantor or the Commission to agree to any amendment or to consult or negotiate regarding any amendment.

TO HAVE AND TO HOLD, the said Preservation Restriction, unto the said Commission and its successors and permitted assigns forever. This Preservation Restriction Agreement may be executed in several counterparts and by each party on a separate

counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

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

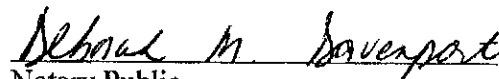
GRANTOR:



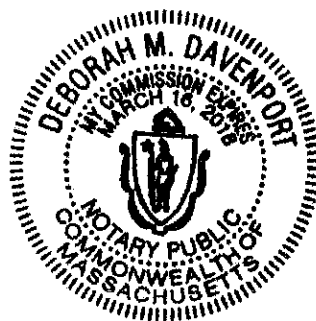
Donna J. Brezinski
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 17th day of May, 2012, before me, the undersigned Notary Public, personally appeared Donna J. Brezinski, as aforesaid, who proved to me through satisfactory evidence of identification, which was MA Drivers LIC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



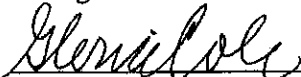
Notary Public
My Commission Expires: March 16, 2018



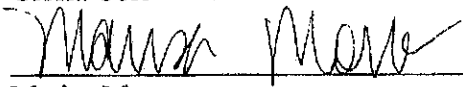
ACCEPTANCE OF PRESERVATION RESTRICTION

The Town of Weston, acting by and through the Weston Historical Commission, pursuant to G.L. c 40, §8D, the vote of the November 29, 2010 Town Meeting under Article 4, and a vote taken at a public meeting held on May 30, 2012, a certified copy of which is attached hereto, hereby accepts the foregoing Preservation Restriction on this 30th day of May, 2012.

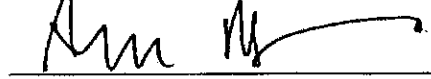
The Town of Weston acting by and through the Weston Historical Commission



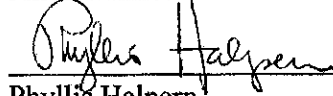
Gloria Cole



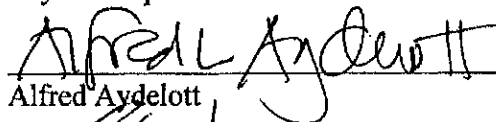
Marisa Morra



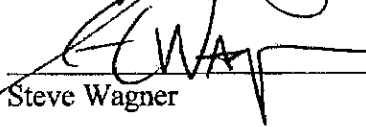
Alicia Primer



Phyllis Halpern



Alfred Aydelott



Steve Wagner

Stephen Oppenheimer

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction to the Weston Historical Commission, has been approved by the Massachusetts Historical Commission in the public interest pursuant to G.L. c.184, §32.

MASSACHUSETTS HISTORICAL COMMISSION

Dated: 6/6/12

By: Brona Simon
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 6th day of June, 2012, before me, the undersigned Notary Public, personally appeared Brona Simon, who proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

Marcy Maida
Notary Public
My Commission Expires:
January 25, 2019



Bk: 45859 Pg: 352 Doc: DEED
Page: 1 of 2 08/15/2006 12:24 PM

171 North Avenue, Weston
Middlesex County, Massachusetts

QUITCLAIM DEED

We, Donna J. Brezinski-Caliguri and Edward J. Caliguri, of Weston, Massachusetts ("Grantors")

for no consideration paid *Nominal*

grant Donna J. Brezinski, of 171 North Avenue, Weston, MA 02493 ("Grantee")

WITH QUITCLAIM COVENANTS

That property, with the improvements thereon, known as 171 North Avenue, Weston, Middlesex County, Massachusetts, shown as Lot B on a plan entitled "Plan of Land in Weston, Mass. belonging to Estate of Thomas E. Coburn" dated December 1964, recorded with the Middlesex County, South District, Registry of Deeds as Plan No. 1579 of 1964, being more particularly described as follows:

171 North Avenue Weston

- SOUTHWESTERLY by North Avenue, two hundred thirteen and 12/100 (213.12) feet;
- NORTHWESTERLY by land of Whitney Tavern Realty Corporation, one hundred seventy one and 47/100 (171.47) feet;
- NORTHEASTERLY by other land of Whitney Tavern Realty Corporation, two hundred forty one and 35/100 (241.35) feet;
- SOUTHEASTERLY by other land of Whitney Tavern Realty Corporation, one hundred seventy six and 76/100 (176.76) feet; and
- SOUTHERLY by other land of Whitney Tavern Realty Corporation, forty four and 88/100 (44.88) feet.

Containing 44,662 square feet of land, according to said plan.

For Grantor's title see deed recorded as above in Book 29167, Page 573.

Executed as sealed instrument, this 28th day of July in the year two thousand five.

Donna J. Brezinski-Caliguri

PLEASE RETURN TO:
Vincent J. O'Brien, Esq.
Fryer & O'Brien, LLC
9 Whiting Road
P.O. Box 16
Dover, MA 02030