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PRESERVATION RESTRICTION AGREEMENT

 between Chadwick Properties, Inc.
 and the Town of Weston

The parties to this Agreement are Chadwick Properties, Inc. a Massachusetts domestic corporation with offices at 73 Pelham Island Road, Wayland, Massachusetts, (the "Grantor") and the Town of Weston, a municipal corporation having its place of business at P.O. Box 378, Weston, MA 02493 acting by and through its Historic Commission (the "Commission")

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon located at 3 Round Hill Road, Weston, Middlesex County, Massachusetts and shown as Lot 1 on plan entitled "Plan of Land in Weston, Massachusetts" dated September 9th, 2003, Snelling & Hamel Associates, Professional Land Surveyors (the "Premises") recorded with Middlesex South District Registry of Deeds as Plan No. 1084 of 2003 and being a portion of the premises described in deed recorded with said Deeds in Book 14798, page 38;

WHEREAS, the Planning Board of the Town of Weston has approved the Grantor's Site Plan Application for No. 3 Round Hill Road and for Lot Nos. 2 and 3, No. 479 North Avenue with conditions;

WHEREAS, the Grantor to satisfy the conditions imposed by the Planning Board wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the historic barn to be located on the Premises (the "Barn") in order to protect the architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act, and

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions which shall apply in perpetuity to the Barn located on the Premises.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance and repair of the Barn so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises and the Town in a manner satisfactory to the Commission. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining or repairing or administering the Barn.

[Signature]
 Attest. Middlesex S. Register

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2. Inspection: The Grantor agrees that the Commission may inspect the Barn from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Barn, including the alteration of any interior, unless (a) clearly of minor nature and not affecting characteristics which contribute to the architectural, archaeological or historical integrity of the Barn, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Barn may be made without the written permission of the Commission.
4. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.
5. Validity and Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
6. Recording: The Grantor agrees to record this Agreement with Middlesex South District Registry of Deeds and file a copy of such recorded instrument with the Commission.

The burden of these restrictions shall run with the land and be binding upon future owners of an interest therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ^{4~~th~~} day
of January, 2004.

Chadwick Properties, Inc.



Christopher D'Antonio, Treasurer

Duly Authorized

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COMMONWEALTH OF MASSACHUSETTS

Middlesex County ss.

January 14, 2004

On this 14th day of January, 2004, before me, the undersigned notary public, personally appeared Christopher D'Antonio, who proved to me through satisfactory evidence of identification, which was in the form of a Massachusetts driver's license, that he was the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily and for its stated purpose, as Treasurer of Chadwich Properties, Inc.

Dennis R. Brown
Notary Public Dennis R. Brown
My Commission Expires March 29, 2007

ACCEPTANCE OF RESTRICTION

The above described Preservation Restriction is accepted, pursuant to Section 8D of Chapter 40 of the General Laws for conservation purposes this 16th day of January 2004.

Weston Historical Commission

By Judith Markland
Chairman

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

January 16, 2004

On this 16 day of January, 2004, before me, the undersigned notary public, personally appeared JUDITH MARKLAND, who proved to me through satisfactory evidence of identification, which were Mass. Driver License, that he was the person whose name is signed on the preceding document and acknowledged to me that he or she signed it voluntarily and for its stated purpose, as Chairman of the Weston Historical ~~Society~~ Commission.

Ann I. Swaine

Notary Public

My commission expires:

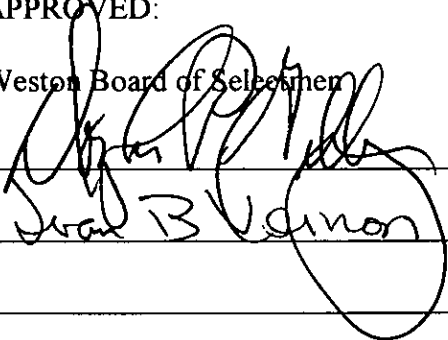
ANN I. SWAINE, Notary Public
My Commission Expires July 8, 2005

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APPROVED:

Weston Board of Selectmen



Joan B Cannon

C: /TCG/MD/CASES/5658/PRESERVATION AGRMNT (3)