## PRESERVATION RESTRICTION AGREEMENT between the COMMONWEALTH OF MASSACHUSETTS by and through the MASSACHUSETTS HISTORICAL COMMISSION and the

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the (Grantor of the PR and their Address), hereinafter referred to as the Grantor.

WHEREA	AS, the Grantor is the	owner in fee simple of certain real prope	erty with improvements
known as the (proj	perty name) thereon a	as described in a deed dated	, from
	to	, recorded with the	Registry of
Deeds, Book	, Page	, and which is located at (physical	address of property),
hereinafter referre	d to as the Premises.	The Premises is also described in Exhibit	A (full legal boundary
description from d	eed cited above or R	egistry copy of deed cited above and lega	al plot plan referenced as an
additional Exhibit	attached hereto and	incorporated herein by reference; and	
WHEREA	AS, the Premises incl	udes, but is not limited to, the following (	brief description of
building(s), structu	ure(s), and other featu	ares present on the Premises); and is also	shown as Parcel
on the Assessor's	Map attached as Exh	ibit B hereto and incorporated herein by i	reference.
WHEREA	AS, the Grantor wishe	es to impose certain restrictions, obligation	ons and duties upon it as the
owner of the Prem	ises and on the succe	essors to its right, title and interest therein	, with respect to
maintenance, prote	ection, and preservati	ion of the Premises in order to protect the	architectural, archaeological
and historical integ	grity thereof; and		
WHEREA	AS, the Premises is s	ignificant for its architecture, archaeolog	gy and/or associations, and
was listed in the S	tate and National Re	egisters of Historic Places on (date listed	) as a contributing resource
to the	District, an	nd therefore qualifies for a preservation r	restriction under M.G.L.,
Chapter 184, secti	on 32; and		
WHEREA	AS, the preservation	of the Premises is important to the publi	c for the enjoyment and
appreciation of its	architectural, archae	eological and historical heritage and will	serve the public interest in
a manner consiste	nt 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 these preservation restrictions under the Act;

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

## **PURPOSE**

It is the Purpose of these preservation restrictions to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

## **TERMS**

The terms of the Agreement are as follows:

- 1. <u>Maintenance of Premises</u>: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to 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. 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 Premises.
- 2. <u>Inspection</u>: 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. <u>Alterations</u>: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, 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 Premises may be made without the written permission

of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

- 4. Notice and Approval: Whenever approval by the Commission is required under this restriction, Grantor shall request specific approval by the Commission not less than (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. The notice shall describe 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 purposes of this Preservation Restriction. Within (30) 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 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 section relating to deemed approval after the passage of time.
- 5. <u>Assignment</u>: 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.
- 6. <u>Validity and Severability</u>: The invalidity of M.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.
- 7. <u>Recording</u>: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.
- 8. <u>Archaeological Activities</u>: The conduct of archaeological activities on the Premises, 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 (M.G.L. Ch.9, Section 27C, 950 CMR 70.00).

## 9. <u>Other Provisions</u>: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 9, inclusive, shall run with the land and is binding upon future owners of an interest therein.

IN WITNESS W , 2011		hereunto set our hands and seals this	day of
TITLE OF ORGANIZATI	ON		
By: Name: Title:			
,SS.	COMMONWE	ALTH OF MASSACHUSETTS	
of the identity of the princ	ipal), to be the perso	, 2011, before me, the undersigned not, proved to me through satisfacts license) (a current U.S. passport) (my person on whose name is signed on the preceding or signed it voluntarily for its stated purposes.	ary public, story evidence nal knowledge attached
		ry Public Commission Expires	