



Historic District Commission

Notice of Public Meeting

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1:59 PM

TOWN OF CHELMSFORD
PATRICIA E. DZURIS
TOWN CLERK

DATE: Saturday, March 12, 2022

TIME: 10:00AM

PLACE: Main Library

ADDRESS: 25 Boston Road

ROOM: TBD

AGENDA

Fiske House Preservation Restriction Subcommittee Meeting

- Call to Order
- Public Input
- Scheduled Business
 - 1 Billerica Road - Fiske House – Discuss Draft Preservation Restriction
- Adjournment

HISTORIC PRESERVATION RESTRICTION AGREEMENT

Between

THE TOWN OF CHELMSFORD CENTER HISTORIC DISTRICT acting by and through the
Chelmsford Selectboard
and

S-BNK Chelmsford Central, LLC

Concerning
The Fiske House 1 Billerica Road Chelmsford, MA

RESTRICTIVE COVENANT
between

The Town of Chelmsford Center Historic District, by and through the Chelmsford Board of Selectmen
and
S-BNK Chelmsford Central, LLC

THIS Restrictive Covenant is made this _____ day of _____, 2022, by and between S-Bank Chelmsford Central, LLC (“Grantor”) and THE TOWN OF CHELMSFORD, a Massachusetts municipality, acting by and through its Chelmsford Center Historic District having an address of 50 Billerica Road, Chelmsford Massachusetts 01824 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is owner in simple fee of a certain parcel of real property located at 1 Billerica Road in the town of Chelmsford, Middlesex County, Massachusetts known as the Fiske House, (hereinafter referred to as “the Property”), and described in a deed dated June 30, 2000, recorded with Middlesex North Registry of Deeds, in Book 10978, at Page 259 (Exhibit A, hereinafter “the Building”,

WHEREAS, the Property is depicted as “Proposed Lot 2” on the plan of land entitled “Proposed Subdivision of Land 44 Central Square 1 Billerica Road Chelmsford, MA 01824 Middlesex County”, dated December 21, 2021 prepared by Howard Stein Hudson (Exhibit B); and

WHEREAS, the Building was originally constructed in 1798 and is a significant example of a Federal Style building in a prominent location in the center of the Town of Chelmsford; and

WHEREAS, Grantor and Grantee recognize the architectural values (hereinafter “conservation and preservation values”) and significance of the Building, and have the common goal of conserving and preserving the aforesaid conservation and preservation values and significance of the Property; and

NOW, THEREFORE, for no consideration, as a gift, the Grantee grants the following Restrictive Covenant on the Property, subject to the following terms and conditions agreed to by the parties:

PURPOSE

It is the purpose of the Perpetual Restrictive Covenant to assure that the features and characteristics that embody the architectural significance of the Property will be retained and maintained for conservation and preservation purposes.

GRANTOR'S CONDITIONAL RIGHTS

1. The Grantor agrees that no alterations shall be made to the exterior of the Building or Property, unless (a) of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building, or (b) the Historic District Commission ("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 such other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Building or Property may be made without the written permission of the Commission consistent with the conditions stated herein.
2. Grantor agrees at all times to comply with all federal, state and local laws, codes and by laws applicable to the Property and Building.
3. The Grantor and Grantee agree that this Restrictive Covenant shall be a covenant running with the land comprising the Property. The Grantor and Grantee agree that this Restrictive Covenant shall be perpetual and is intended to be a perpetual restriction held by a governmental body within the meaning of G. L. c.184, § 26 and a gift for a public purpose within the meaning of G. L. c. 184, § 23. In the event that it is determined by a court of competent jurisdiction that this Restrictive Covenant is not perpetual, it may be extended by additional periods of not more than twenty (20) years by the recording with said Registry of Deeds of a written notice of restriction under M.G.L. c. 184, § 27 which is: (a) signed by a person then entitled of record to the benefit of the restriction and describes his/its benefited land, if any, (b) describes the subject parcel, (c) names one or more of the persons appearing of record to own the subject parcel at the time, and (d) specifies this Restrictive Covenant and its title reference at said Registry of Deeds.
4. If circumstances arise under which an amendment to or modification of this Restrictive Covenant would be appropriate, Grantor and Grantee and their successors and assigns may by mutual written agreement jointly amend this Restrictive Covenant. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the Purpose of the Restrictive Covenant; shall not affect its duration; and shall not adversely impact the overall architectural, historic protected by this Restrictive Covenant. Any such amendment shall be recorded in the land records of Middlesex North Registry of Deeds.
5. In the event of catastrophic loss, Grantor and Grantee and their respective successors and assigns may agree to extinguish the historic preservation aspects of this Restrictive Covenant.

Executed as a sealed instrument this _____ day of _____, 2022.

GRANTOR: S -BNK Chelmsford Central, LLC

By:

_____, ss. On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

GRANTEE:

CHELMSFORD CENTER HISTORIC DISTRICT

Middlesex, ss. On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose. _____

 Notary Public
 My Commission Expires:

ACCEPTANCE

The Town of Chelmsford, acting by and through its Selectboard pursuant to the provisions of General Laws c. 83, §4 and any and every other authority appertaining, hereby accept the foregoing Restrictive Covenant from S-BNK Chelmsford Central, LLC, this ____ day of _____, 2022.

TOWN OF CHELMSFORD, By its Selectboard

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, Selectperson of the Town of Chelmsford, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she has signed it voluntarily for its stated purpose on behalf of the Town of Chelmsford.

Notary Public
My Commission Expires: