

HISTORIC PRESERVATION RESTRICTIVE COVENANT

between

THE TOWN OF CHELMSFORD HISTORIC DISTRICT COMMISSION
acting by and through the Chelmsford Select Board

and

S-BNK Chelmsford Central, LLC

Concerning

The Fiske House
1 Billerica Road
Chelmsford, MA

HISTORIC PRESERVATION RESTRICTIVE COVENANT

between

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

THIS Historic Preservation Restrictive Covenant (“Restriction”) is made this 4th day of April, 2022, by and between S-Bank Chelmsford Central, LLC (“Grantor”) and THE TOWN OF CHELMSFORD, a Massachusetts municipality, acting by and through its Chelmsford Historic District Commission and the Chelmsford Select Board, 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 more specifically shown 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) (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 and the Building are listed in the National Register of Historic Places, the State Register of Historic Places, and as part of the Chelmsford Historic District and are architecturally, historically and culturally significant property.

WHEREAS, the Property and Building’s preservation values are documented in a series of 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 and Building as of the date of this Restriction.

WHEREAS, the Baseline Documentation consists of the following:

- The legal description of the Property attached hereto as Exhibit A;
- Photographs of the Property and the Building showing the condition of both the Property and the Building as of the date hereof (attached hereto as Exhibit B); and

- National Register of Historic Places Inventory – Nomination Form dated December 9, 1977 – attached hereto as Exhibit C.

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 Restriction on the Property, subject to the following terms and conditions agreed to by the parties:

PURPOSE

It is the purpose of the Restriction 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.

CONDITIONAL RIGHTS OF THE PARTIES

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, bylaws, and Historic District Review Standards applicable to all Properties in the Chelmsford Historic District.
3. The Grantor and Grantee agree that this Restriction shall be a covenant running with the land comprising the Property. The Grantor and Grantee agree that this Restriction 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 Restriction 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 Restriction and its title reference at said Registry of Deeds.

4. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee and their successors and assigns may by mutual written agreement jointly amend this Restriction. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the Purpose of the Restriction; shall not affect its duration; and shall not adversely impact the overall architectural, historic protected by this Restriction. 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 Restriction.
6. Covenant to Maintain. Grantor agrees at all times to maintain the Property and Building exterior in at least the same condition and state of repair as that existing on the date of this Restriction in accordance with applicable local, state and federal laws, rules, bylaws and regulations (collectively, "Legal Requirements"), including without limitation applicable policies, procedures, and Review Standards of the Chelmsford Historic District Commission, (the "HDC Review Standards"). If the HDC Review Standards are revoked, then the most recent version of the HDC Review Standards, as the case may be, shall apply to this Restriction as if such version had not been revoked The Grantee does not assume any obligation for maintaining, repairing or administering the Premises or Building.
7. Inspection. The Grantee shall be permitted at reasonable times and upon seven (7) business days' notice to Grantor to enter on and inspect the Property and the Building to determine whether Grantor is in compliance with the terms of this Restriction.
8. Grantee's Remedies. Grantee shall have all rights and remedies to all properties within the Chelmsford Historic District, as well as all rights at law and in equity available to those holding a restriction pursuant to G. L. c. 184, §§ 26-30.

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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 HISTORIC DISTRICT COMMISSION

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 Select Board pursuant to the provisions of General Laws c. 83, §4 and any and every other authority appertaining, hereby accept the foregoing Restriction from S-BNK Chelmsford Central, LLC, this ____ day of _____, 2022.

TOWN OF CHELMSFORD,

By its Select Board

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, Select person 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: