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Page: 1 of 11 08/02/2016 03:01 PM WD

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

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 Town of Mendon located at 20 Main Street, Mendon, Massachusetts 01756, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the Union Chapel (Taft Public Library) thereon as described in a deed dated November 17, 1919, from Rosa F. Taft to the Town of Mendon, recorded with the Worcester Registry of Deeds, Book 2196, Page 364 and which is located at 18 Main Street, Mendon, Massachusetts 01756 hereinafter referred to as the Premises. The Premises is also described in Exhibit A, the deed cited above and Exhibit B, a legal plot plan dated August 1, 2001 and entitled "Existing Conditions Site Plan in Mendon, MA," prepared by Shea Engineering & Surveying, Inc. and Exhibit C, a delineation of the Union Chapel (Library) lot on a portion of the Shea Site Plan, attached hereto and incorporated herein by reference; and

WHEREAS, the Premises includes, but is not limited to, the following: Union Chapel is a 1 ½ story, Queen Anne style building, on a raised basement. The land falls away from the front to the rear, so that the basement is fully exposed at the back. The Chapel has a gabled roof whose ridge runs front to back and is covered in asphalt shingles. The cornice of the eaves returns for several feet at the corners of the front gable, while the entablature runs all around the building. A square, hipped roofed bell tower, with an open belfry at the top, rises from the roof at the left of the front façade. The bell tower and gables are covered in shingles, the first story in clapboards, and the basement in cobblestones. Wood steps at the left of the front façade lead to a slightly recessed entry, containing double doors. A single double-hung window is centered in the front gable and three double-hung windows are grouped together in the center of the first floor below. A series of four double-hung windows is evenly spaced along both sides of the first floor, with corresponding windows in the basement below. A raised walk/ramp leads from the parking lot to a door in the rear of the basement, facing the Town Hall.

WHEREAS, the Grantor 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 Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the Premises is significant for its architecture, archaeology and/or associations, and was in the State and National Registers of Historic Places on June 19, 2003 as a contributing resource to the Mendon Center Historic District, and therefore qualifies for a preservation restriction under M.G.L., Chapter 184, section 32; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will 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 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 for the period of ten years 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. Maintenance of Premises: 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. 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. Alterations: 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. 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.

6. Validity and Severability: 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. Recording: 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. Archaeological Activities: 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. Enforcement: The Commission shall have the right to prevent and correct violations of the terms of this preservation restriction. If the Commission, upon inspection of the Premises, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except where the Commission determines that an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/ or architectural importance of the Premises, the Commission shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Commission may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Premises to a condition that would be consistent with the preservation purposes of the grant from the Massachusetts Preservation Projects Fund and the Massachusetts Historical Commission. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Commission and the Commonwealth's Attorney General for all the Commonwealth's expenses incurred in stopping, preventing, and/ or correcting the violation, including, but not limited to, reasonable attorney's fees. The failure of the Commission to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

10. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 10, inclusive, shall run with the land and is binding upon future owners of an interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6 day of July, 2016.

TOWN OF MENDON

By: Kimberly Newman
Name: Kimberly Newman
Title: Town Administrator

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 6 day of July, 2016 before me, the undersigned notary public, personally appeared Kimberly Newman, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Margaret Bondurko
Notary Public
My Commission Expires Feb. 12, 2021

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By Brona Simon
Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 28th day of July, 2016, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), 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 purposes.

Notary Public

Nancy Maugh
My Commission Expires January 25, 2019

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph Three of the Terms of the Preservation Restriction Agreement, which deals with alterations to the Premises. Under this Paragraph, prior permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the Commission's prior review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows as well as any level of stained glass window conservation/restoration. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Premises is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e., sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction, such changes must be reviewed by the Commission and their impact on the historic integrity of the Premises assessed.

It is the responsibility of the owner of the Premises (Grantor) to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the Premises, not to preclude future change. Commission staff will attempt to work with Grantors to develop mutually satisfactory solutions, which are in the best interests of the Premises.

Rec'd Nov. 21, 1919 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

Trustees of Evangelical Union of Mendon

to

Taft

1-\$1.00 Stamp
1-50¢ Stamp
Cancelled

We, James E. Darling, John McDonald, Newman H. Scott and Edward L. Smith, being all the surviving Trustees of the Evangelical Union in Mendon, named as grantees in the deeds hereinafter referred to (Charles H. Ellis named therein having deceased), and Charles D. Ellis, the only additional Trustee now surviving chosen by said Evangelical Union, which Union is located in Mendon, Worcester County, Massachusetts, for consideration paid, as said Trustees and in every other capacity as hereunto enabling, grant to Rosa F. Taft of Uxbridge, in said County, with QUIT C L A I M covenants, the land in said MENDON described as follows, being the same and all the premises conveyed in two deeds one from George M. Taft to Charles H. Ellis, James E. Darling, John McDonald, Newman H. Scott and Edward L. Smith, Trustees of the Evangelical Union in said Mendon, dated March 31, 1900, and recorded with Worcester District Deeds, Book 1652, Page 293, the description in the same being as follows: "A certain tract or parcel of land, situated on the easterly side of Main Street, in the Village of Mendon, and bounded and described as follows: Beginning at a point in the easterly line of said Main Street, at land of the Trustees of the Evangelical Union, thence by said Trustees land 147.7 ft. to a corner, thence N. 34 1/2° W. 16.5 ft. to a corner, thence in a straight line to a stone post at Main Street, thence by said Main Street about nineteen feet to the point of beginning."

The other, from Silas Dudley to said Trustees, dated April 8, 1898, and recorded with said Deeds, Book 1573, Page 383, the description in the same being as follows: "A certain tract or parcel of land, situated on the easterly side of Main Street, in the Village of Mendon, and bounded and described as follows: Beginning at a point in the easterly line of said Main Street, at land of the Town of Mendon, thence N. 60° E. 153.3 ft. to a corner; thence N. 34 1/2° W. 73 ft. to a corner; thence S. 63° W. 147.7 ft. to the aforesaid line of Main Street; thence S. 27 1/4° E. 71 ft. to the point of beginning." The conveyed premises have a church building thereon.

W I T N E S S our hands and seals this twenty-fifth day of September, 1919

Witness:
Ethel K. Foote R. N. (to mark of John McDonald)
James E. Darling (seal) his
John + McDonald (seal) mark
Newman H Scott (seal)
Edward L. Smith (seal)
Chas. S Ellis (seal)
Trustees of the Evangelical Union in Mendon.

Commonwealth of Massachusetts.

Worcester, ss. September 30, 1919. Then personally appeared the above-named Edward L. Smith and acknowledged the foregoing instrument to be his free act and deed, before me,

Bertha I. Snare Notary Public.

My commission expires December 31, 1925.

Rec'd Nov. 21, 1919 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

Taft

to

Town of Mendon

I, Rosa F. Taft, of Uxbridge, Worcester County, Massachusetts, being unmarried, for consideration paid, grant to Town of Mendon, a municipal corporation located in said County, with QUIT C L A I M covenants a certain tract or parcel of land situated on the easterly side of Main Street, in said MENDON, and being bounded: Westerly by said street about ninety (90) feet; northerly by land of George M. Taft about one hundred and fifty (150) feet; easterly by land of said Taft about eighty-nine and five-tenths (89.5) feet; southerly by land of said Taft about one hundred fifty-three and three-tenths (153.3) feet; but however described, being the same and all the premises conveyed to me by deed of James E. Darling and others, Trustees, dated September 25, 1919, and to be recorded with Worcester District Deeds.

W I T N E S S my hand and seal this seventh day of November, 1919.

(Gift to municipality; no consideration; no stamp required.)
Rosa F. Taft (seal)

Commonwealth of Massachusetts

Worcester, ss. November 17, 1919 Then personally appeared the above named Rosa F. Taft and acknowledged the foregoing instrument to be her free act and deed, before me

Herbert J. George Notary Public

EXHIBIT A

DEED FOR UNION CHAPEL (TAFT PUBLIC LIBRARY)

From the Trustees of the Evangelical Union of Mendon to Rosa F. Taft & from Rosa F. Taft to the Town of Mendon.

Recorded on November 21, 1919
Worcester County Registry of Deeds

Book 2196, Page 364

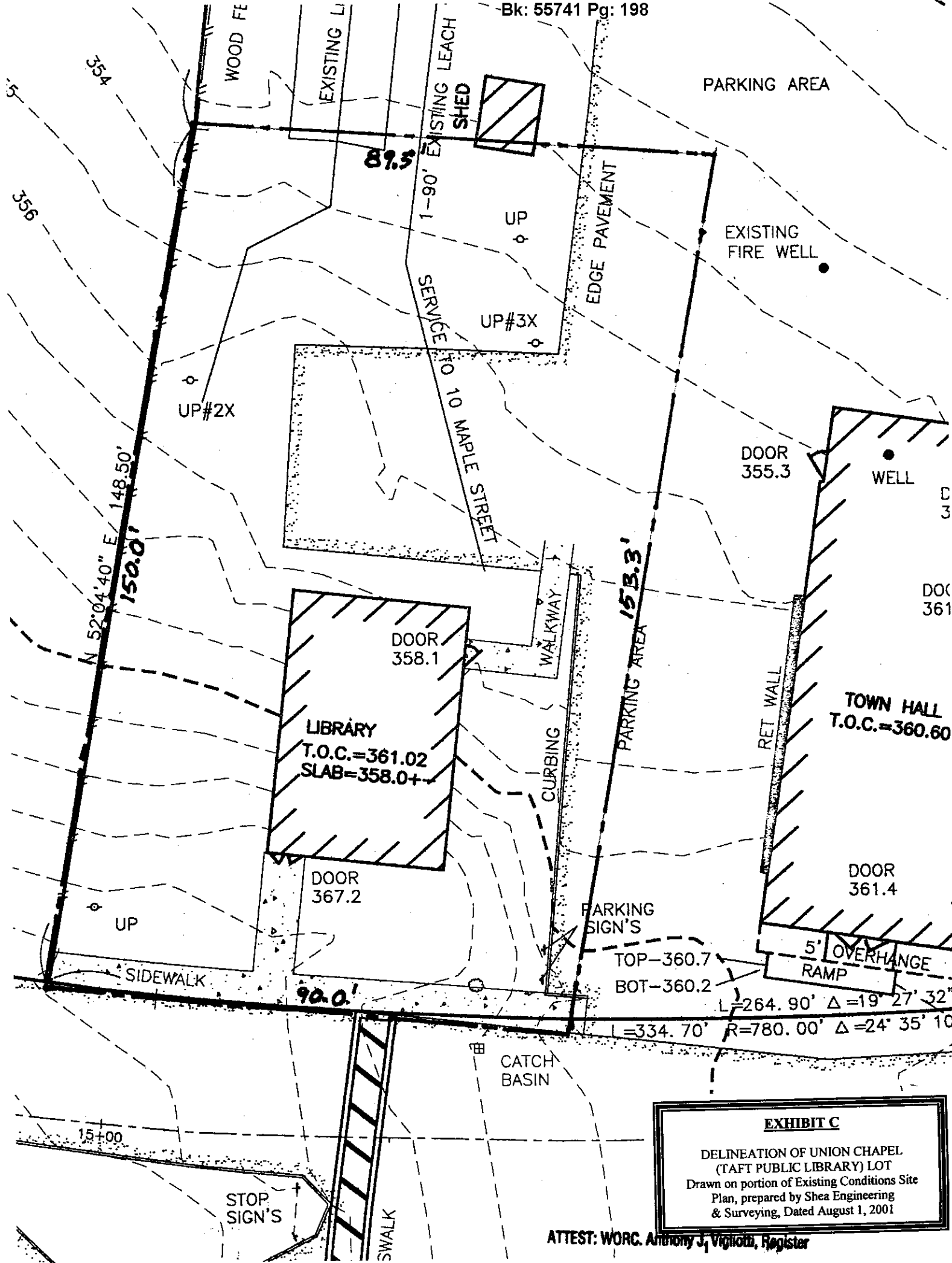


EXHIBIT C

DELINEATION OF UNION CHAPEL
 (TAFT PUBLIC LIBRARY) LOT
 Drawn on portion of Existing Conditions Site
 Plan, prepared by Shea Engineering
 & Surveying, Dated August 1, 2001

ATTEST: WORC. Anthony J. Vignola, Register