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PRESERVATION RESTRICTION AGREEMENT
between the TOWN OF WESTON
by and through the WESTON HISTORICAL COMMISSION
and Robert M. Berry ✓

This Preservation Restriction Agreement made this 26th day of September, 2006 between Robert M. Berry (hereinafter referred to as the "Grantor") and the Town of Weston, a municipal corporation acting by and through its Historical Commission having its place of business at Weston Town Hall, P.O. Box 378, Weston, Massachusetts 02493 (hereinafter referred to as the "Commission").

WITNESSETH

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Joseph Livermore House and outbuildings or "Hayfields" located at 823 Boston Post Road, Weston, Middlesex County, Massachusetts as described in a deed dated March 24, 2000 from Robert M. Berry and Nancy E. Berry to the Grantor, filed with Middlesex Registry District of the Land Court as Document No. 1134302, (hereinafter referred to as the "Property"), said Property including the following structures (hereinafter referred to as the "Buildings"):

- The principal residence of wood frame construction built by 1757 (hereinafter the "Residence"), such Residence consisting of a five-bay section (hereinafter the Main Block), one wing extending to the West and two wings extending to the North (hereinafter the "Wings");
- One large ancillary 19th century wood frame structure (hereinafter the "Main Barn")
- One medium ancillary 19th century wood frame structure (hereinafter the "Small Barn")
- One smaller ancillary 19th century wood frame structure (hereinafter the "Shed")

WHEREAS, the original 18th century house and its subsequent additions, barns and shed have been determined to represent an architectural resource of considerable importance to the Town, being an important example of 18th century domestic construction exceptionally well preserved on the exterior;

WHEREAS, the Property stands as a significant example of an historic farming complex maintaining its rural character;

WHEREAS, the Property is located on the historic Boston Post Road, the most important thoroughfare leading west from Boston in the 18th and early 19th centuries, and was listed in the National Register of Historic Places on February 11, 1983 as part of the Boston Post Road Historic District;

WHEREAS, taken together, the Residence, the Barn and the historic location constitute a unique and irreplaceable historic resource, the essential substance and character of which the Town wishes to preserve;

WHEREAS the Property's conservation and preservation values are documented in 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 as of the date of this Agreement. The Baseline Documents shall be used for purposes of reference in design and construction and for assistance in review. In the event of any discrepancy between the two counterparts produced, the counterpart retained by the Commission shall control. The Baseline Documents which are attached hereto and made a part hereof consist of the following

823 BOSTON POST ROAD, WESTON

217809

- Property Description and Plot Plan attached hereto as Exhibit A.
- Documents on file with the Weston Historical Commission including:
 - a. Photographs of the existing construction and landscaping
 - b. "GUIDELINES: Standards and Procedures for Maintenance and Improvements, Hayfields, 823 Boston Post Road" (the "Guidelines") dated September 13, 2006 and Plot Plan entitled "Preservation Guidelines Sitemap, 823 Boston Post Road, Weston, MA" ("Guidelines Sitemap")
 - c. Massachusetts Historical Commission Inventory Form B

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 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

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 in the amount of Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) paid, the Grantor conveys to the Commission the following preservation restrictions which shall apply in perpetuity to the Property.

PURPOSE

1. **Purpose.** It is the Purpose of this Restriction to assure that the architectural, historic, cultural and associated landscape features of the Property will be retained and maintained forever substantially in their current condition for conservation and preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the Property's preservation values.

GRANTOR'S COVENANTS

2.1 **Maintenance of Premises:** The Grantor agrees at all times to maintain the Residence in the same or better structural condition and state of repair as existing on the effective date of this Restriction. The Grantor also agrees to maintain the Property's landscaping in good appearance with substantially similar plantings, vegetation and natural screening as existing on the effective date of this Restriction and shown on Modifications Plan in Exhibit B. 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 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 Secretary's Standards"). 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.

Subject to the casualty provisions of Paragraphs 7 and 8 hereof, the Grantor's obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Residence whenever necessary in accordance with the Secretary of the Interior's "Standards for Rehabilitation and

Guidelines for Rehabilitating Historic Buildings (36 CFR 67) and in accordance with the Guidelines and Modifications Plan.

2.2 Prohibited Activities: The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Paragraph:

- a. The Buildings shall not be demolished, removed or razed except in accordance with Paragraphs 7 and 8.
- b. Nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Property and the Buildings from street level.
- c. No other buildings or structures, including camping accommodations or mobile homes, shall be erected or placed on the Property hereafter except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers.
- d. The dumping of ashes, trash, rubbish or any other unsightly or offensive material is prohibited.
- e. No above-ground utility transmission lines, except those reasonably necessary for service to the existing Buildings may be installed on the Property, with the exception of those utility lines installed in accordance with easements recorded prior to the date hereof.
- f. The Property shall not be subdivided and the Property shall not be devised or conveyed except as one unit.
- g. The conduct of archaeological activities, including without limitation, survey excavation and artifact retrieval, is prohibited unless the Grantor has submitted an archaeological investigation plan to the Massachusetts Historical Commission and obtained approval in writing from the State Archaeologist pursuant to General Laws Chapter 9, Section 27C and 950 CMR 70.00.

2.3 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. GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Commission: Without the prior express written approval of the Commission, which approval may be withheld or conditioned in the sole discretion of the Commission, the Grantor shall not undertake any of the following actions:

- a. increase or decrease the height of, make additions to, change the exterior construction materials or colors of, or move, improve, alter, reconstruct or change the facades (including fenestration) and roofs of the Buildings;
 - b. erect any external signs or external advertisements except: (i) such plaque permitted under Paragraph 19 of this Restriction; (ii) a sign stating solely the address of the Property; and (iii) a temporary sign to advertise the sale or rental of the Property.
 - c. make permanent substantial topographical changes, such as, by example, excavation for the construction of roads and recreational facilities;
 - d. cut down or otherwise remove live trees located within existing lawn areas except as allowed on the Modifications Plan;
 - e. change the use of the Property to another use other than single family residential.
- The Commission may consider any request for a change in use of the Property in light of existing planning and zoning regulations and the Commission must determine that the

proposed use: (i) does not impair the significant conservation and preservation values of the Property; and (ii) does not conflict with the Purpose of this Restriction.

3.2 Review of Grantor's Requests for Approval. Grantor shall submit to the Commission for its approval of those conditional rights set out as paragraph 3.1 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within 45 (forty-five) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification-or a written explanation for Grantee's disapproval. Any failure by Grantee to act within 45 (forty-five) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

4. Standards for Review. In exercising any authority created by this Restriction to inspect the Property or the interior of the Residence; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Secretary's Standards as well as the Guidelines.

5. Public Access. Grantor shall not be required to provide any public access to the Property or the interior of the Residence.

GRANTOR'S RESERVED RIGHTS

6. Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Restriction;

(b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Buildings strictly according to the Secretary's Standards and the Guidelines. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the exterior appearance and construction of the Buildings. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of paragraphs 3.1 and 3.2;

(c) the right to continue all manner of existing residential use and enjoyment of the Property's Buildings and gardens, including but not limited to the right to maintain existing

driveways; the right to maintain existing utility lines; the right to cut, remove, and clear grass or other vegetation not located in the "no cut zone" on the Modifications Plan and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and with the Guidelines and Modifications Plan.

It is expressly understood and agreed that the restrictions imposed by this Agreement do not apply to the interior of the Buildings.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

7. Casualty Damage or Destruction. In the event that the Buildings or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Buildings and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and
- (c) a report of such restoration/reconstruction work necessary to return the Buildings to the condition existing at the date hereof.

8. Review after Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Buildings in accordance with the plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and the Commission agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Commission, alter, demolish, remove or raze one or more of the Buildings, and/or construct new improvements on the Property. Grantor and the Commission may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23.2 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's lender's claims under paragraph 9, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to mediation in accordance with the provisions of paragraph 23.2 hereof.

9. **Insurance.** Grantor shall keep the Property insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include the Commission's interest and name the Town of Weston as an additional insured. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

10. **Indemnification.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Commission, its agents, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by the Commission or the Town or any agent, trustee, employee or contractor of the Commission or the Town. In the event that Grantor is required to indemnify the Commission pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property

11. **Taxes.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

12. **Written Notice.** Any notice which either Grantor or the Commission may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered; if to Grantor then at 823 Boston Post Road, Weston, MA 02493 and it to the Commission, then to the attention of the Commission at Town Hall, Box 378, Weston, Massachusetts 02493. Each party may change its address set forth herein by a notice to such effect to the other party.

13. Evidence of Compliance. Upon request by Grantor, the Commission shall promptly furnish Grantor with certification that, to the best of the Commission's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Easement to the extent of the Commission's knowledge thereof.

14. Inspection. With the consent of Grantor, representatives of the Commission shall be permitted at all reasonable times to inspect the Property. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

15. The Commission's Remedies. The Commission may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this easement by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Buildings to the condition and appearance required under this Restriction. The Commission shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the Commission's enforcement of the terms of this Restriction, including all reasonable court costs, and attorney's, architectural, engineering and expert witness fees.

Exercise by the Commission of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. Notice from Government Authorities. Grantor shall deliver to the Commission copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by the Commission, Grantor shall promptly furnish the Commission with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

17. Notice of Proposed Sale. Grantor shall promptly notify the Commission in writing of any proposed sale of the Property and provide the opportunity for the Commission to explain the terms of the Restriction to potential new owners prior to the closing of the sale.

18. Liens. Any lien on the Property created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by the Commission in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Commission shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property.

19. Plaque. Grantor agrees that the Commission may provide and maintain a plaque on the Property, which plaque shall not exceed 24 by 24 inches in size, giving notice of the significance of the Property and the existence of this Restriction.

BINDING EFFECT; ASSIGNMENT

20. Run with the Land. Except as provided in paragraphs 8 and 23.2, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude

with the Property. This Restriction shall extend to and be binding upon Grantor and the Commission, their respective successors in interest and all persons hereafter claiming under or through Grantor and the Commission, and the words "Grantor" and "Commission" when used herein shall include all such persons. Any right, title or interest herein granted to the Commission also shall be deemed granted to each successor and assign of the Commission and each such following successor and assign thereof, and the word "Commission" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

21. Assignment. The Commission may, with the approval of the Board of Selectmen and Town Meeting and without prior notice to Grantor, convey, assign or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under Section 170(h) of the Code, as amended, whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out.

22. Recording and Effective Date. The Commission shall do and perform at its own cost all acts necessary to the prompt recording of this instrument with Middlesex South District Registry of Deeds. Grantor and the Commission intend that this Restriction shall take effect upon the day and year this instrument is recorded with said Deeds.

PERCENTAGE INTERESTS; EXTINGUISHMENT

23.1 Percentage Interests. For purposes of allocating proceeds pursuant to paragraphs 23.1 and 23.2, Grantor and the Commission stipulate that as of the date of this Restriction, Grantor and the Commission are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in fair market value of the Property. Said percentage interests have been determined by the ratio of the consideration paid for this Restriction to the value of the Property. The Grantee's percentage interest is \$250,000 / \$1,200,200 or 20%. The Grantor's percentage interest is 80%. For purposes of this paragraph, the ratio of the value of the Restriction to the value of the Property shall remain constant, and the percentage interest of Grantor and the Commission in the fair market value of the Property thereby determinable shall remain constant.

23.2 Extinguishment. Grantor and the Commission hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Buildings resulting from casualty. Such an extinguishment must be the result of a judicial proceeding

In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

23.3 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and the Commission shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and the Commission in connection with such taking shall be paid out of the recovered proceeds. Grantor and the Commission shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraphs 23.1 and 23.2 unless otherwise provided by law. Provided, however, that if the Property is encumbered by a mortgage at the time of such condemnation, Grantor and the Commission shall be entitled to their respective percentage interests in any proceeds remaining after satisfaction of all mortgages.

INTERPRETATION

24. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by the Commission. In the event of any disparity between the counterparts produced, the counterpart retained by the Commission shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

(c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify the Commission of such conflict and shall co-operate with the Commission and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

AMENDMENT

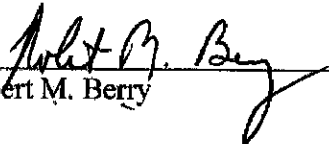
25. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and the Commission may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of the Commission under any applicable laws,

including Sections 170(h) and 501(c)(3) of the Code and the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit additional residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Easement. Any such amendment shall be recorded with Middlesex South District Registry of Deeds. Nothing in this paragraph shall require Grantor or the Commission to agree to any amendment or to consult or negotiate regarding any amendment.

TO HAVE AND TO HOLD, the said Preservation Restriction, unto the said Commission and its successors and permitted assigns forever. This Preservation Restriction Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and the Commission have set their hands under seal on the days and year set forth below.

GRANTOR:



Robert M. Berry


September 20, 2006

COMMONWEALTH OF MASSACHUSETTS

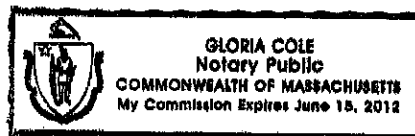
Middlesex County, ss

September 20, 2006

Then personally appeared Robert M. Berry who was identified by a Massachusetts driver's license and he acknowledged the foregoing to be his free act and deed, before me,



Gloria Cole, Notary Public
My commission expires: 06/15/2012



The Town of Weston acting by and through the Weston Historical Commission

Judith Markland
Robert J. Fomb
Phyllis Halper
Marian Monahan
Glenn Cole

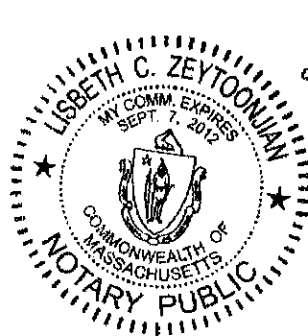
Approved by the Board of Selectmen

Michael H. Harty
Steven L. Charlip

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 26th day of September, 2009⁶, before me, the undersigned Notary Public, personally appeared Michael Harty and Steven Charlip, who proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Member of the Town of Weston Board of Selectmen and acknowledged the foregoing instrument to be the free act and deed of the Town of Weston, acting by and through said Board.



Lisbeth C. Zeytoonjian
Notary Public
My commission expires September 7, 2012

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS

The undersigned Acting Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the foregoing Preservation Restriction to the Town of Weston, acting by and through the Weston Historical Commission, has been approved by the Massachusetts Historical Commission in the public interest pursuant to M.G.L. Chapter 184, Section 32.

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

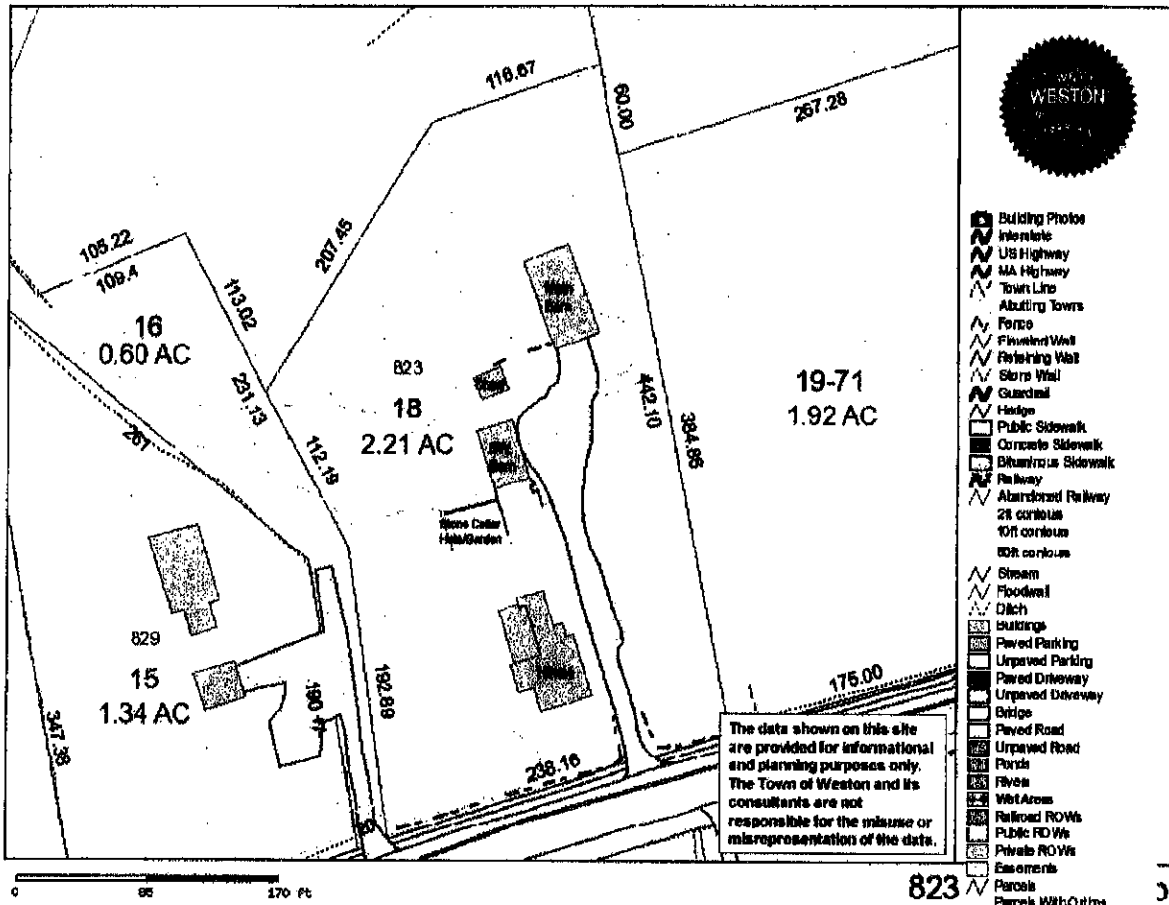
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 11th day of October, 2006, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification, being my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, on behalf of the Massachusetts Historical Commission.

Nancy Maude
Notary Public
My Commission Expires: January 19, 2012
Print Notary Public's Name: Nancy Maude

Plot Plan for 823 Boston Post Road, Weston



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DOCUMENT 01430016

Southern Middlesex Land Court
REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Dec 15, 2006 at 11:24A

Document Fee: 75.00
Receipt Total: \$75.00

CERT: 217809 BK: 01219 PG: 59