

PRESERVATION RESTRICTION AGREEMENT

between

OLD COLONY HABITAT FOR HUMANITY, INC.

and the

TOWN OF FRANKLIN, MASSACHUSETTS

THIS PRESERVATION RESTRICTION AGREEMENT is made this ___ day of _____, 2024 by and between Old Colony Habitat For Humanity, Inc., a Massachusetts non-profit corporation with a principal address of 5 Aqua Vitae Road, Hadley, Hampshire County, Massachusetts 01035 (hereinafter “**Grantors**”), and the TOWN OF Franklin, a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Norfolk County, Massachusetts, to be administered, managed and enforced by its agent, the FRANKLIN HISTORICAL COMMISSION, located at 80 West Central Street, Franklin, Massachusetts, 02038 (hereinafter “**Grantee**”).

WHEREAS, the Grantors are the owners of certain real property located at 762 Washington Street, Franklin, Norfolk County, Massachusetts 02038, referred to as “**the Property**” and containing about 28,550 square feet, more or less, comprising the Property conveyed by the Town of Franklin to said Grantors and more particularly described in a deed dated _____, 2024, recorded with the Norfolk County Registry of Deeds, Book _____, Page _____, and in Exhibit A incorporated herein by reference and attached hereto, said Property improved by a building thereon known as the White Church, referred to hereinafter as “**the Building**” described as follows:

The Building is a meeting house constructed ca. 1856 in the Greek Revival style. It is a rectangular shaped, single-story structure facing north toward Washington Street with a belfry atop its gable roof at its north end. The building measures approximately 52 feet long by 35 feet wide by approximately 33 feet high.

The foundation walls are constructed of granite blocks with open joints supported on a mortared stone foundation. Exterior walls consist of wood clapboard sheathing with corner pilasters with simple capitals and fluting. The pedimented gable roof extends along the north façade of the Building, overhanging the open portico below, and is supported by four Doric columns with capitals and fluted shafts. The portico is accessed by granite risers spanning the full width of the north facade. Above, the gable pediment has a simple cornice and entablature, both in the pediment and along the entire cornice of the Building, with gable returns at the south elevation. The roof is sheathed with grey, three-tab asphalt shingles over wood board sheathing. There are no gutters or downspouts.

At the north elevation, the four-faced, square, tiered belfry is set on a wooden platform, has a simple cornice with pediments on all four faces, and is capped with asphalt shingles. The belfry is sheathed in wood clapboard, with corner pilasters with Doric capitals and fluting. Each face has a round arched opening decorated with simple trim and flat scrolled balusters supporting a balustrade. The openings appear inlaid with transparent glass or plexiglass.

There are nine windows, with one on the north elevation, two on the south elevation, and three each on the east and west elevations. All existing windows appear to be original to the Building's construction, consisting of multi-pane wood sash and frames, with simple surrounds and drip molds.

The window on the north elevation has large, 16-over-16, double-hung sash, while the three windows on the east and west elevations, and the two on the south elevation have 12-over-12 double-hung sash window arrangements. The two windows along the south elevation have wood shutters attached.

The Building is accessed by two doors within the north portico that flank the north window and appear to be original to the Building's construction. The doors are of wood, each with a simple, traditional Greek Revival style, four panel layout with the top panels larger than lower. The doors have simple surrounds, with decorative Greek Revival style hood molds.

The setting of the Building on the Property comprises approximately 0.655 acres at the intersection of Washington Street to the north and Colt Road to the east. A gravel driveway and parking area are located north of the Building. To the south of the Building on the Property is a small, wood-frame utility structure housing a water pump station owned by the Town of Franklin and not subject to the terms of this Agreement.

WHEREAS, the Building, being the oldest extant church building in the Town of Franklin and having served as a focal point of the community for over 150 years, is included in the Inventory of Historic and Archaeological Assets of the Commonwealth, and in 2011 was found by the staff of the Massachusetts Historical Commission to be eligible for listing in the National Register of Historic Places; and

WHEREAS, the Building and Property are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 32, 32 and 33 (the "Act"); and

WHEREAS, Grantors and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibits A, B, and C which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this Agreement; and

WHEREAS, the Baseline Documentation shall consist of the following:

1. Legal Property Description (**Exhibit A**);
2. Assessors Parcel Map for **Parcel 322-50** with Building Footprint (**Exhibit B**);
3. A set of seven [7] Baseline Photographs of the Exterior of the Building dated 2011 (**Exhibit C**):
Photo 1: North and West Elevations of the Building

- Photo 2: North Elevation of the Building
- Photo 3: East and North Elevations of the Building
- Photo 4: West and South Elevations of the Building
- Photo 5: East Elevation – Window Details
- Photo 6: West Elevation – North Portico and Belfry Details
- Photo 7: North Elevation – Portico Details

Original sets archival prints and digital files of the Baseline Documentation photographs shall be maintained by Grantor, and also by the Town of Franklin Historical Commission at 80 West Central Street, Franklin, Massachusetts 02038.

WHEREAS, the exterior of the Building will be restored using Community Preservation Funds and is in need of preservation; and

WHEREAS, upon the recommendation of the Community Preservation Committee (“CPC”) and approved by the Town Council on _____, the sum of _____ and Zero Cents (\$ _____ .00) from the Community Preservation Fund (hereinafter “Funds”) was appropriated for the purpose of funding a grant for the rehabilitation and restoration of the Building exterior; and

WHEREAS, the Grantors and the CPC have reached an Agreement whereby the CPC shall provide the Funds so appropriated to the Grantors to be expended for the preservation, rehabilitation and restoration of the aforementioned Building exterior, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantors agree to accept such Funds to be used exclusively for such purposes and under such terms and conditions (“Restriction” or “Preservation Restriction”);

WHEREAS, the Grantors in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agree and desire, to impose certain restrictions, obligations and duties upon themselves, their successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of the Act; and

WHEREAS, the Grantee is authorized to accept preservation restrictions consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Grantee.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Building and Property will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Grantee for preservation purposes and to prevent any use or change of the Property or the

exterior of the Building that will significantly impair or interfere with preservation values of the Building or Property, or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantors grant the Grantee the right to forbid or limit:

- a. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantors in accordance with the requirements of Paragraph 6, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of Paragraph 8. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit D and hereby incorporated by reference.
- b. Any other act or use that may be harmful to the historic preservation of the Building or the Property.

3. Grantors' Covenants.

- a. Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Grantee may reasonably impose to accomplish the purposes of this Restriction, the Grantors covenant and agree at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work as a result of the expenditure of Community Preservation Funds. Grantors' obligation to maintain shall require replacement, repair, and reconstruction by Grantors whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of Paragraphs 8 and 9, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Grantee and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Building (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantors' covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds, the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

- b. Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this Paragraph:

- i. The Building shall not be demolished, removed, or razed except as provided in Paragraphs 8 and 9;
 - ii. The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
 - iii. Moving the Building to another location shall be forbidden without prior approval of the Grantee.
4. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 3 and the terms and conditions of this Restriction and such other terms and conditions as the Grantee may reasonably impose to accomplish the purposes of this Restriction, the Grantors shall not alter the Building without prior express written approval of the Grantee. Without said approval Grantors shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including, but not limited to, permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, foundation, and the alteration or addition of any exterior decorative or structural features, including but not limited to doors, windows including sash, exterior cladding, trim, foundations, or porches or anything attached to the foregoing. Any interior alterations that may affect the exterior appearance or materials of the Building or Property, or that may affect the structural integrity of the Building shall not be undertaken without prior express written approval of the Grantee.

Activities by Grantors to maintain the Building and the Property which are intended to be performed in accordance with the provisions of Paragraph 3(a), and which are of a minor nature, shall not require the prior approval of the Grantee. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit D), which are attached to this Agreement and hereby incorporated by reference.

5. Grantors' Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of Paragraphs 2 and 3(b), the following rights, uses, and activities of or by Grantors on, over, or under the Property are permitted by this Restriction and by the Grantee without further approval by the Grantee:
 - 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 preservation values of the Building and Property; and
 - iii. are not inconsistent with the Purpose of this Restriction;
 - b. Pursuant to the provisions of Paragraph 3(a), the right to maintain and repair the Building strictly according to the Secretary of Interior's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantors 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 appearance and construction of the exterior of the Building. The right to maintain and repair as used

in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraph 4;

6. Review of Grantors' Requests for Approval: Grantors shall submit to the Grantee for the Grantee's approval of those conditional rights set out at Paragraphs 2 and 5, two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantors shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan or written request for approval hereunder, the 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 the Grantee shall provide Grantors with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of receipt of Grantors' submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantors to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time, provided however that nothing herein shall be construed to permit Grantors to undertake any of the activities prohibited hereunder.
7. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; 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, the Grantee shall apply the Secretary's Standards.
8. Casualty Damage or Destruction: In the event that Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantors shall notify the Grantee 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 Building and Property and to protect public safety, shall be undertaken by Grantors without the Grantee's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Grantee, Grantors at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantors and the Grantee, 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 Building and/or reconstruction of damaged or destroyed portions of the Building; and
 - c. A report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Grantee.

9. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 8 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 10, Grantors and the Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantors and the Grantee shall establish a schedule under which Grantors shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantors.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 10, Grantors and the Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantors may, with prior written consent of the Grantee, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, and Grantors and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 20 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 10, Grantors and the Grantee 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 binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

10. Insurance: Grantors shall keep the Building insured by an insurance company rated "A" 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 Building without cost or expense to Grantors or contribution or coinsurance from Grantors. Grantors shall deliver to the Grantee, within thirty (30) business days of the Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.
11. Written Notice: Any notice which either Grantors or Grantee may desire or be required to give to the other party shall be in writing;

Grantors: Old Colony Habitat for Humanity, Inc.

9 Washington Street
Attleboro, MA 02703

Grantee: Town of Franklin
Historical Commission

80 West Central St
Franklin, MA 02038

with a copy to:

Town of Franklin
Town Administrator
355 East Central Street
Franklin, MA 02038

Each party may change its address set forth herein by a notice to such effect to the other party.

12. Evidence of Compliance: Upon request by Grantors, Grantee shall promptly furnish Grantors with certification that, to the best of Grantee's knowledge, Grantors are in compliance with the obligations of Grantors contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.
13. Inspection: With the consent of Grantors, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis. Grantors covenant not to withhold unreasonably its consent in determining dates and times for such inspections.
14. Grantee's Remedies: The Grantors, for themselves, their assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the Grantee exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, and such other legal and equitable remedies as may be available to the Grantee to effectuate the purposes of this Restriction and to enforce the Grantors' obligations hereunder.

In the event Grantors are found to have violated any of its obligations, Grantors shall, at its own expense and with approval of Grantee, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Grantee any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Grantee does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

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

16. Notice of Proposed Sale: Grantors shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.
17. Runs with the Land: Except as provided in Paragraphs 8 and 9, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Grantee and all parties claiming by, through or under the Grantee and shall bind the Grantors and all parties claiming by, through or under the Grantors. The rights hereby granted to the Grantee constitute the perpetual right of the Grantee to enforce this Preservation Restriction Agreement. The Grantors hereby covenant for themselves to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantors and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantors and Grantee, and the words "Grantor(s)", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantors as owners of the Property shall have no obligation pursuant to this instrument where such Grantors 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 Grantors, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantors divest themselves 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.

18. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are the preservation of buildings or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantors shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.
19. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantors and Grantee, its being approved by the Massachusetts Historical Commission, and its being recorded with the Norfolk County Registry of Deeds.
20. Extinguishment: Grantors and Grantee 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 Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the Town of Franklin and by the Massachusetts Historical Commission to determine that such

extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantors.

21. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantors and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction 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 restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantors 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 Grantors promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

22. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantors and Grantee 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 Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private increment to any person or entity; and shall not adversely impact the

overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Norfolk County Registry of Deeds. Nothing in this paragraph shall require Grantors or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

23. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the Town of Franklin and by the Massachusetts Historical Commission to determine that such a release is in the public interest.
24. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantors and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, the Grantors set its hand and seal this ___day of _____, 2024.

By:

GRANTORS:

Old Colony Habitat for Humanity, Inc.

By: Tim Travers
Its: President

By: John Wetherbee
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this ___day of _____, 2024, before me, the undersigned notary public, personally appeared Tim Travers, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as President of Old Colony Habitat for Humanity, Inc.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this ___day of _____, 2024, before me, the undersigned notary public, personally appeared John Wetherbee, proved to me through satisfactory evidence of identification, which was _____, 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 as Treasurer of Old Colony Habitat for Humanity, Inc..

Notary Public
My Commission Expires:

ACCEPTANCE BY THE TOWN OF FRANKLIN

TOWN OF FRANKLIN

By: Jamie Hellen
Its: Town Administrator

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared, Jamie Hellen, Town Administrator, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as Town Administrator of the Town of Franklin.

Notary Public
My Commission Expires:

ORDER

**Approval of Historic Preservation Restriction
762 Washington Street, Franklin, MA**

ORDERED that the Town Council hereby approves acceptance of the attached Historic Preservation Restriction relative to 762 Washington Street, Franklin, Massachusetts pursuant to Massachusetts General Laws, Chapter 184, Section 32 and further authorizes the Mayor to execute any documents as reasonably necessary related to the preservation restriction.

Per order of the Franklin Town Council, approved on the ____ day of _____, 2024 by a vote of _____ in favor and _____opposed.

Tom Mercer, Council Chairman

Date

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared, Tom Mercer, Council Chairman, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as Council Chairman of the Town of Franklin.

Notary Public
My Commission Expires:

Approved as to Form:

Mark G. Cerel, Town Attorney

Date

ACCEPTANCE BY THE FRANKLIN HISTORICAL COMMISSION

ORDERED that the Franklin Historical Commission hereby accepts the attached Historic Preservation Restriction relative to 762 Washington Street, Franklin, Massachusetts pursuant to Massachusetts General Laws, Chapter 184, Section 32 and further authorizes the Chair to execute any documents as reasonably necessary related to the preservation restriction.

Per vote of the Franklin Historical Commission, approved on the ____ day of _____, 2024 by a vote of ____ in favor and ____ opposed.

FRANKLIN HISTORICAL COMMISSION

By: Mary Olsson
Its: Chair

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared, Mary Olsson, Chair, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as Chair of the Franklin Historical Commission.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ___ day of _____, 2024, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, 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
My Commission Expires:

EXHIBIT A

Legal Property Description

A certain tract of land lying on the south side of the public road leading from the house now or formerly of Benjamin Foster to the house now or formerly of Joseph B. Whiting (now known as Washington Street) in the southwesterly part of the Town of Franklin, being the land on which the building for a meeting house now stands, containing three fourths of an acre more or less, bounded as follows:

Commencing at a stake and stones at the northwest corner of said lot on the southern boundary of the new made road; thence southwardly by a stone wall which divides said lot from lands now or formerly belonging to Joseph B. Whiting twelve rods to a stake and stones; thence eastwardly ten rods to a stake and stones; thence northwardly twelve rods to a stake and stones at the southern location of said new road; thence westerly by said new road ten rods to the bound first mentioned.

Source: Norfolk County Registry of Deeds, Book 4859, Page 675

EXHIBIT B

Town of Franklin Assessors Parcel 322-50

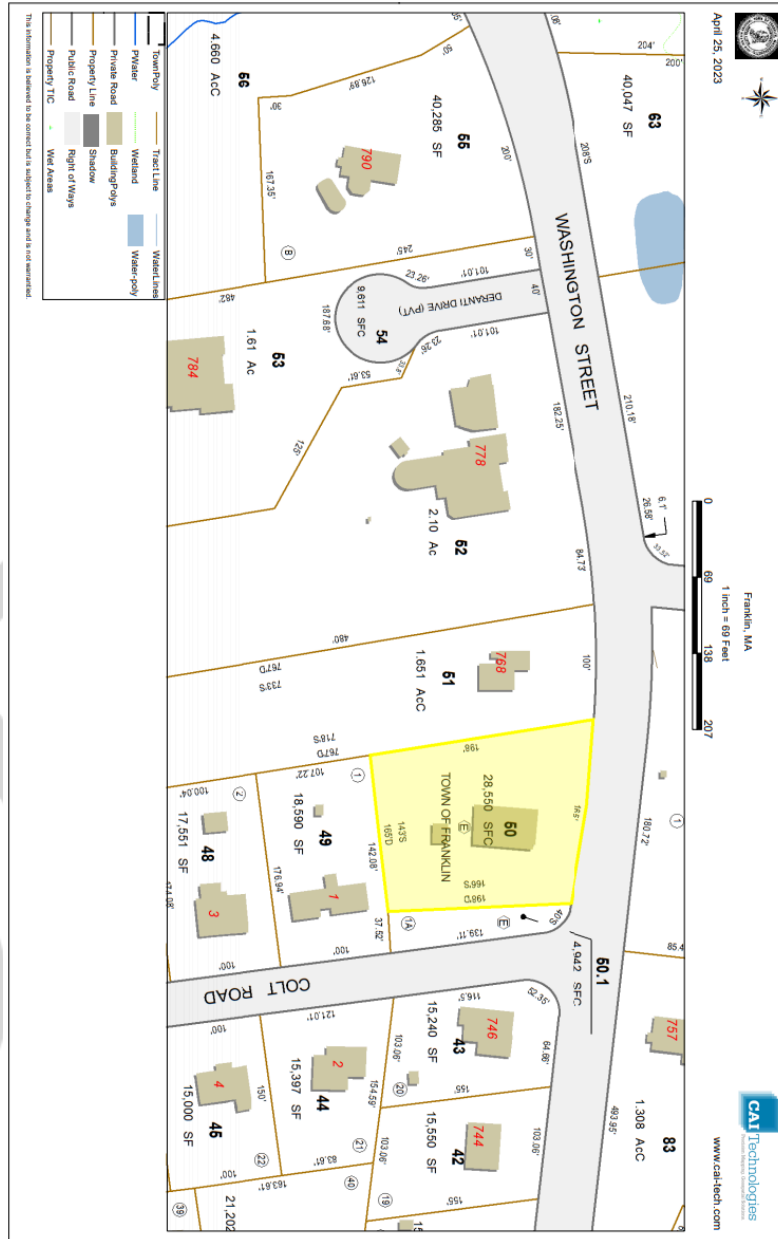


EXHIBIT C
BASELINE PHOTOGRAPHS

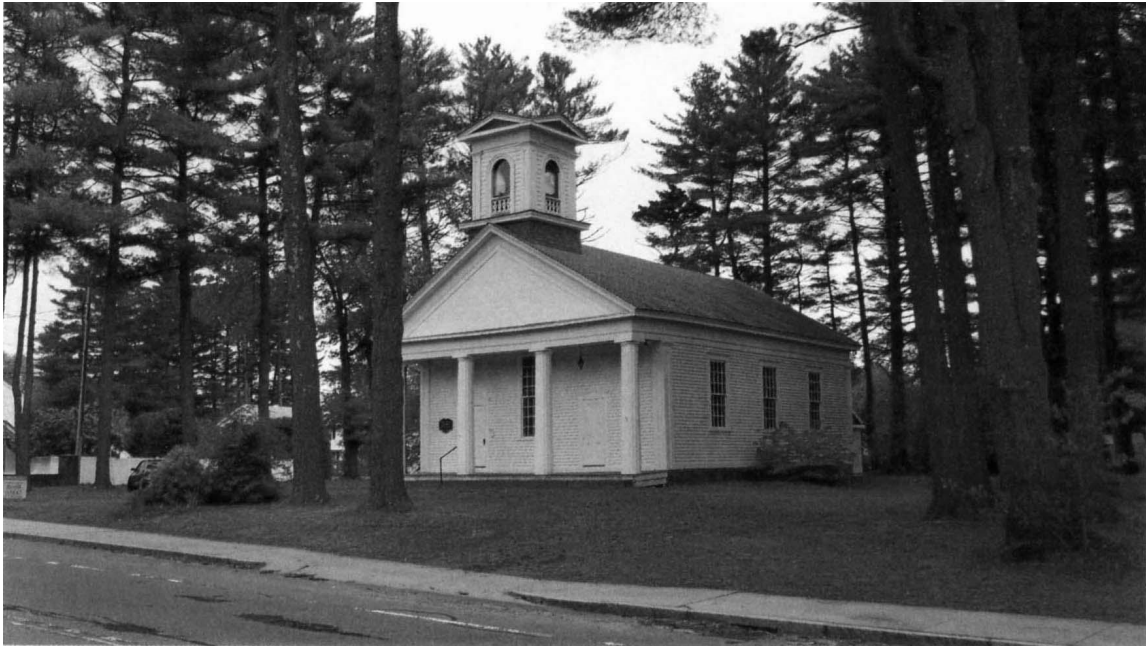


PHOTO 1. North and West Elevations of the Building (2011).

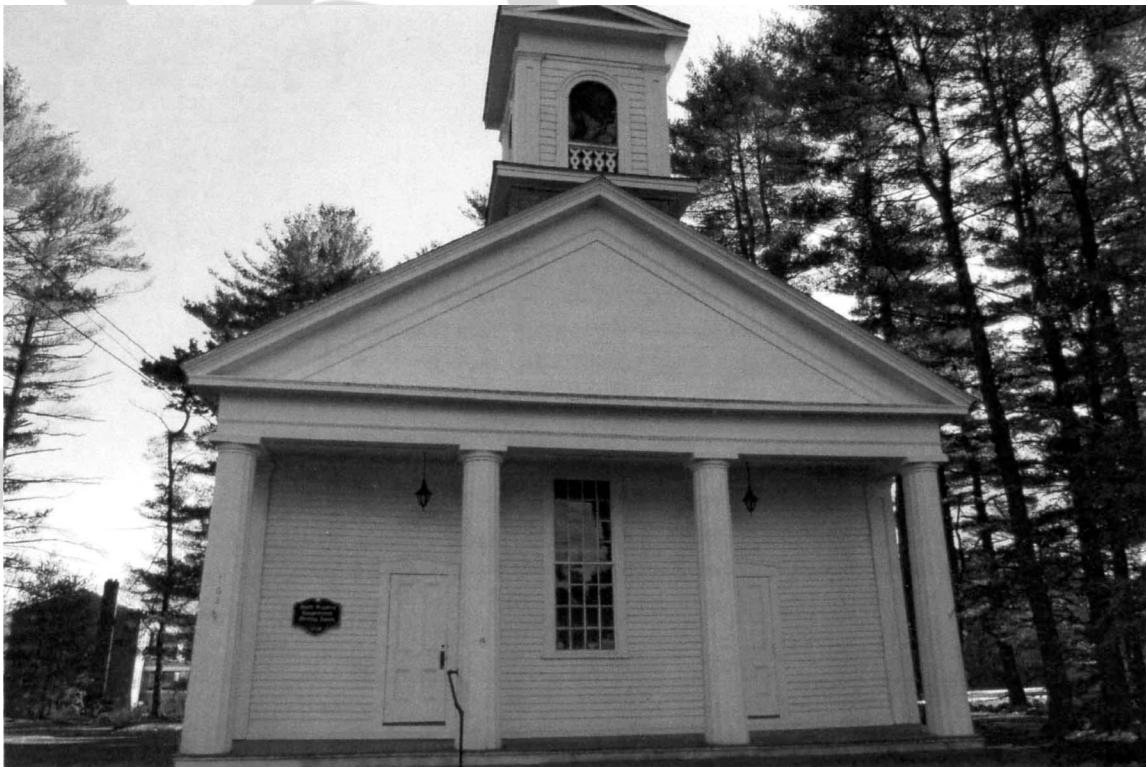


PHOTO 2. North Elevation of the Building (2011).



PHOTO 3. East and North Elevations of the Building (2011).

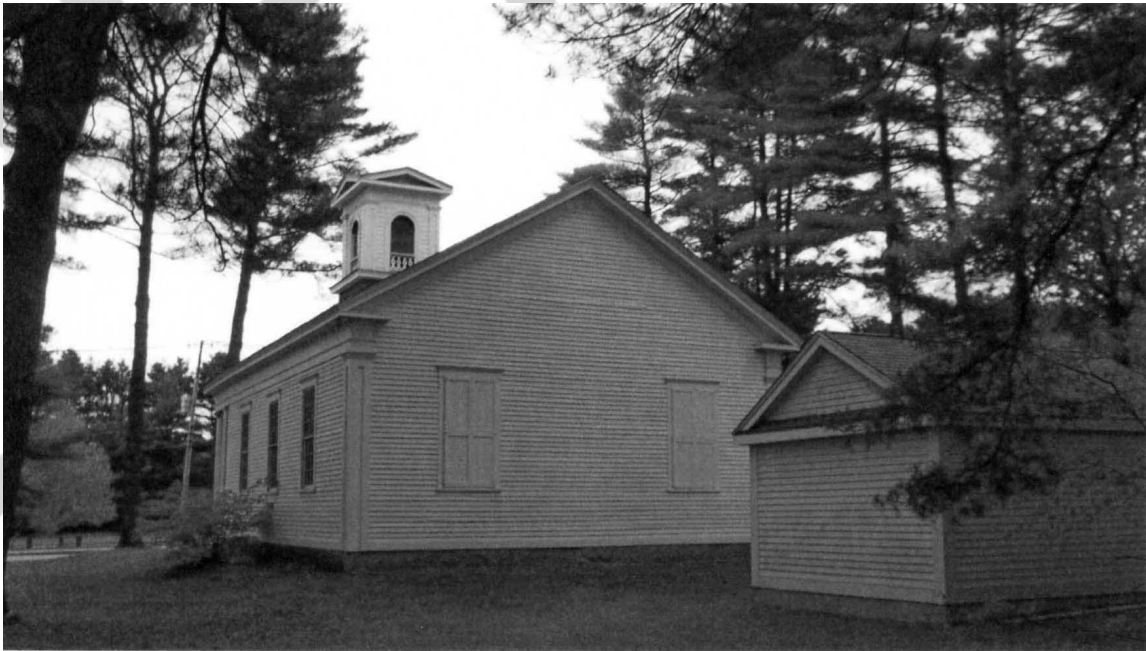


PHOTO 4. West and South Elevations of the Building. Town of Franklin Water Department Booster Station Building in foreground right. (2011).



PHOTO 5. East Elevation – Window Details (2011).

DRAFT



PHOTO 6. West Elevation – North Portico and Belfry Details (2011).



PHOTO 7. North Elevation – Portico Details (2011)

DRAFT

EXHIBIT D

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the GRANTEE is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require GRANTEE review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE, 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 the property owner.

PAINT

Minor - 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, ornamental woodwork, stone, masonry, decorative or significant original stucco or 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. 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 property 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 property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

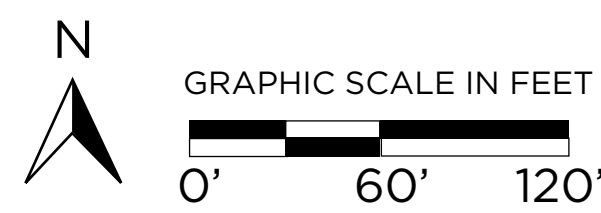
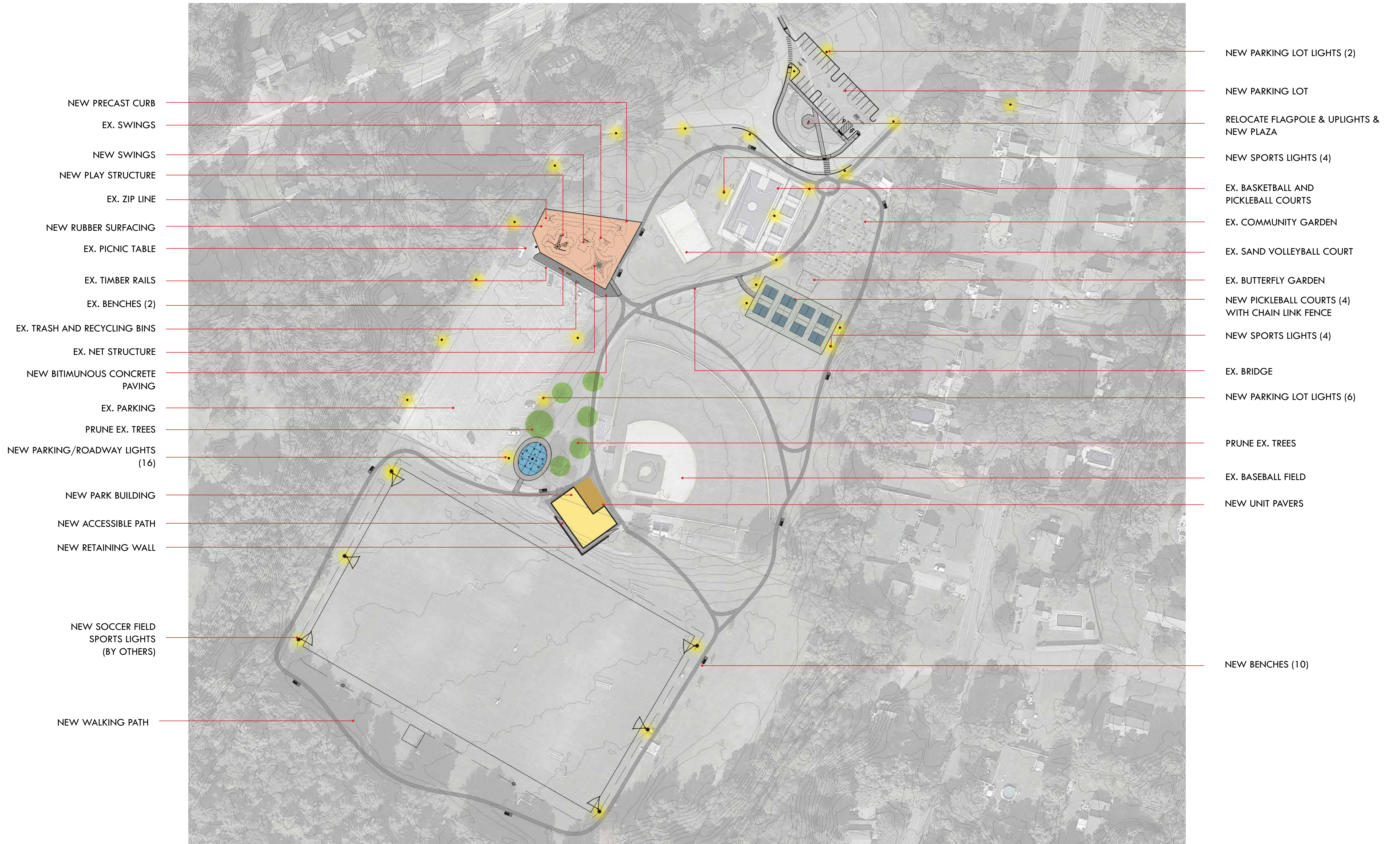
Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original 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 GRANTEE and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the GRANTEE 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 GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.



KING STREET MEMORIAL PARK MASTER PLAN

FRANKLIN, MA

OCTOBER 2022



SECTION	ITEM					TOTAL
02 41 13	Site Preparation					
	Remove existing bit. conc. paving	3,000	SF	\$ 2	\$ 6,300	
	Construction fence	1	ALLOW	\$ 1,500	\$ 1,500	
	Remove existing play structure & Remove existing playground surfacing	1	LS	\$ 5,000	\$ 5,000	
	Salvage existing site features	1	LS	\$ 2,000	\$ 2,000	
	R&D concrete sidewalk	1,400	SF	\$ 5	\$ 7,000	
	Erosion controls (sitewide LOD)	2,500	LF	\$ 12	\$ 30,000	
						\$ 51,800
26 00 00	Electrical					
	New lighting at flagpole	1	LS	\$ 2,500	\$ 10,000	
	New parking/roadway lights	16	EA	\$ 6,500	\$ 104,000	
	New sports court lighting	1	LS	\$ 60,000	\$ 60,000	
						\$ 174,000
31 00 00	Earthwork					
	Rough grading	1	ALLOW	\$ 5,000	\$ 5,000	
						\$ 5,000
32 10 00	Paving and Curbing					
	Bituminous conc. paving paths	2,700	SY	\$ 12	\$ 32,400	
	Bituminous conc. paving @ parking lot	950	SY	\$ 12	\$ 11,400	
	Unit paving @ flagpole	300	SF	\$ 30	\$ 9,000	
	Unit paving @ building	900	SF	\$ 25	\$ 22,500	
	Post-tensioned court paving (Pickleball)	8,000	SF	\$ 20	\$ 160,000	
	Concrete paving @ splash pad	2,700	SF	\$ 10	\$ 27,000	
	Concrete paving @ parking lot	2,200	SF	\$ 10	\$ 22,000	
	Granite curbing	850	LF	\$ 48	\$ 40,800	
	Sawcutting	70	LF	\$ 10	\$ 700	
	12" Dense Grade @ parking lot	315	CY	\$ 35	\$ 11,025	
	Colorcoat and striping	1	ALLOW	\$ 5,300	\$ 5,300	
	Resilient rubber surfacing	10,700	SF	\$ 30	\$ 321,000	
	Rubber tiles @ swings and slide	48	SF	\$ 35	\$ 1,680	
						\$ 664,805
32 30 00	Site Improvements					
	Reset existing benches	2	EA	\$ 1,000	\$ 2,000	
	New granite benches @ flagpole	2	EA	\$ 2,500	\$ 5,000	
	Relocate existing flagpole	1	LS	\$ 2,000	\$ 2,000	
	New play equipment	1	LS	\$ 165,000	\$ 165,000	
	New play equipment freight	1	LS	\$ 10,000	\$ 10,000	
	New splash pad equipment	1	LS	\$ 124,000	\$ 124,000	
	New benches	10	EA	\$ 2,100	\$ 21,000	
						\$ 329,000
32 31 00	Fencing and Gates					
	New 10' ht. CLF	376	LF	\$ 125	\$ 47,000	
	New 8' ht. CL gates w/ transom above	20	LF	\$ 200	\$ 4,000	
						\$ 51,000
32 32 00	Retaining Walls					
	New gravity block concrete retaining wall	120	LF	\$ 450	\$ 54,000	
						\$ 54,000
33 00 00	Utilities					
	6" SDR-35 PVC	100	ft	\$ 75	\$ 7,500	
	Connect to existing sewer disposal system	2	EA	\$ 2,000	\$ 4,000	
	Catch basin	2	EA	\$ 5,000	\$ 10,000	
	12" HDPE drainage line	200	Ft	\$ 60	\$ 12,000	
	Infiltration system	1,000	SF	\$ 12	\$ 12,000	
	Dry well	1	EA	\$ 6,000	\$ 6,000	
						\$ 51,500
33 10 00	Water Utilities					
	3" CLDI water line	200	LF	\$ 85	\$ 17,000	
	Connect to existing water line	1	LS	\$ 4,000	\$ 4,000	
						\$ 21,000
New Building						
	3,800 SF New Park Building	1	LS	\$ 2,000,000	\$ 2,000,000	
						\$ 2,000,000
						Subtotal \$ 3,402,105
						General Conditions [10%] \$ 340,211
						Overhead and Profit [10%] \$ 340,211
						Soft Costs [2023] \$ 420,000
						Survey \$ 35,000
						Permitting \$ 25,000
						Design Contingency [20%] \$ 680,421
						Escalation [2024-12%] \$ 408,253
						Total Cost \$ 5,651,200