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Bk: 33468 Pg: 204 Page: 1 of 40

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**PRESERVATION RESTRICTION AGREEMENT**

between

**THE TOWN OF BILLERICA**  
acting by and through the Billerica Historical Commission

and

**THE MIDDLESEX CANAL ASSOCIATION**

THIS PRESERVATION AGREEMENT (this "Agreement") is made on this 19th day of February, 2019, by and between **Middlesex Canal Association Incorporated** ("Grantor"), having an address of 71 Faulkner Street, Billerica MA 01862, and the **Town of Billerica**, a municipality of the Commonwealth of Massachusetts, acting by and through the Billerica Historical Commission pursuant to G.L. c. 40, § 8D ("Grantee" or the "Town"), having an address of Billerica Town Hall, 365 Boston Road, Billerica, MA 01821.

**WITNESSETH:**

WHEREAS, Grantor is owner in fee simple of certain real property (hereinafter referred to as the "Property"), located at 2 Old Elm Street, Billerica, Middlesex County, Massachusetts 01862, as more particularly described in Grantor's deed recorded with the Middlesex North Registry of Deeds in Book 28036, Page 214, and in Exhibit A, attached hereto and incorporated herein, and as further described as Parcel A on a plan recorded with the Middlesex North Registry of Deeds in Plan Book 237, Page 27, a copy of which is attached hereto and incorporated herein as Exhibit B, said Property including the building known as Storehouse No. 2, woolen cloth warehouse, or future Middlesex Canal Visitor Center/Museum (hereinafter referred to as the "Building");

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Billerica and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 (the "Act");

WHEREAS, the Billerica Historical Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Billerica Historical Commission to be significant in the history, archeology, architecture or culture of the Town;

WHEREAS, Grantee has designated the Billerica Historical Commission to administer, manage, and enforce preservation agreements;

WHEREAS, the 2½-story brick Building was constructed about 1870 as Storehouse No. 2 for the Talbot woolen mill;

WHEREAS, the Building and Property are a contributing resource to the Billerica Mills Historic District, listed in the State and National Registers of Historic Places on November 10, 1983; and are located within the Billerica Mills Historic District established by the Town of Billerica on September 24, 1992; are historically significant for their architecture, associations, and/or archaeology; and qualify for the protections of perpetual preservation restrictions under the Act;

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

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

WHEREAS, the Baseline Documentation includes the following:

- Exhibit A, Legal Property Description;
- Exhibit B, Recorded Property Plan;
- Exhibit C, Six (6) Baseline Photographic Images taken between April 2014 and February 2019;
- Exhibit D, Massachusetts Historical Commission Inventory Form B prepared June 2019;

WHEREAS, Grantor is going to undertake work to rehabilitate the Building, as set forth in Grantor's Application to the Billerica Community Preservation Committee ("CPC") for Community Preservation Act funds (the "Work"), as set forth more particularly in the Grant Agreement between Grantor and Grantee (the "Grant Agreement") and in Exhibit E, "Scope of Work";

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

WHEREAS, the grant of a preservation restriction on the Building and Property by Grantor to Grantee will assist in the preservation and maintenance of the Building and its architectural, historic and cultural features for the benefit of the people of the Town of Billerica, County of Middlesex, Commonwealth of Massachusetts, and United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction in gross and in perpetuity on the Property and the Building pursuant to the Act.

NOW, THEREFORE, in consideration of One Hundred Thousand and 00/100 (\$100,000.00) Dollars, which funds are to be used for the rehabilitation, restoration, and preservation of the Building and the performance of the Work, as specified more particularly in the Grant Agreement, the receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee a restriction in gross and in perpetuity over the Property and the Building described in Exhibits A, B, C, and D, all as set forth more particularly herein.

#### PURPOSE

1.1 **Purpose.** It is the purpose of this Agreement to ensure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building will be forever retained and maintained substantially in their rehabilitated condition, reused as a visitor center/museum, and to prevent any use or change in the Property that will significantly impair or interfere with the Building's preservation values (the "Purpose").

1.2 **Improvements.** Grantor agrees to make the improvements to the Building as set forth in the Scope of Work (Exhibit E).

#### GRANTOR'S COVENANTS

2.1 **Covenant to Maintain.** Grantor agrees at all times to maintain the exterior of the Building in as good structural condition and sound state of repair as that existing on the date of this Agreement and/or the completion of the Work and otherwise in the condition required by this Preservation Restriction Agreement, and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property and/or the Building. Grantor's obligation to maintain shall require replacement, repair, reconstruction and where necessary replacement in kind by Grantor whenever necessary to preserve the Building in a good, sound and attractive condition and state of repair and also require that the Property's landscaping be maintained in good and neat appearance. Subject to the casualty provisions of Sections 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building whenever necessary in accordance with The Secretary of Interior's Standards for the Treatment of Historical 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 (hereinafter the "Secretary's Standards"). For the purpose of identifying categories of Major Maintenance requiring review and approval by Grantee and Minor Maintenance that does not require such review, copies of maintenance guidelines are attached hereto and incorporated herein by reference as Exhibit F and hereinafter referred to as the "Restriction Guidelines."

#### 2.2. **Prohibited Activities.**

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

- (a) The Building shall not be moved, demolished, removed or razed except as described in Sections 6 and 7;
- (b) No barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of Grantee;
- (c) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property; and
- (d) No above ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded.
- (e) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit; [and]
- (f) No other buildings or structures, including camping accommodations, mobile homes or cell towers, shall be erected or placed on the Property hereafter except for temporary structures required for maintenance or rehabilitation of the Property, such as construction trailers.

## GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without prior express written approval of the Grantee, which approval shall not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the façades of the Building, and any change in design, material or color thereof. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with Section 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this Section, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines which are attached to this Agreement and incorporated by reference. For purposes of this Agreement, the exterior of the Building shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows including sash and enframements, doors, gutters, downspouts, and associated hardware and visible details) which are in contact with the exterior of the Building. Subject to this restriction are any activities, including without limitation construction or alteration or any internal structural features that act as support for external surfaces, construction or alteration of which may alter the exterior appearance of the Building or threaten the structural stability or integrity of the exterior of the Building.

3.2 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in Section 3.1, Grantor shall submit to Grantee, for Grantee's approval, 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 sixty (60) 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 sixty (60) 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, provided that nothing herein shall be construed to permit Grantor to undertake any of the activities hereunder.

3.3 Conditional Rights Requiring the Approval of the Massachusetts Historical Commission. The conduct of archeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (G.L. Ch.9, Section 27C, 950 CMR 70.00).

#### STANDARDS FOR REVIEW

4. Secretary's Standards. Grantee shall apply Secretary's Standards whenever (a) exercising any authority created by this Agreement to inspect the Building; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

#### GRANTOR'S RESERVED RIGHTS

5. Grantor's Rights Not Requiring Further Approval by Grantee. Subject to the provisions of Sections 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 Agreement and by Grantee without further approval by 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 conservation and preservation values of the Building; and (iii) are not inconsistent with the Purpose of this Preservation Restriction Agreement.
- (b) Pursuant to the provisions of Section 2.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this subsection 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 appearance and construction of the Building. The right to maintain and repair as used in this subsection shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of Sections 3.1 and 3.2; and
- (c) The right to make changes of any kind to the interior of the Building, provided such changes do not alter materially the appearance of the exterior of the Building in contravention of this Preservation Restriction Agreement

#### CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

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

7. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Section 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 8, Grantor and Grantee agree that the Purpose of this Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 8, Grantor and Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of this Agreement would not be served by such restoration/ reconstruction, Grantor may with prior written consent of Grantee, alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to seek to extinguish this Agreement in accordance with the laws of the Commonwealth of Massachusetts and Section 21 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 8, Grantor and Grantee are unable to agree that the Purpose of this Agreement 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, and regulations.

8. Insurance. Grantor 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 Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. Provided, however,

that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this Section shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

#### INDEMNIFICATION; TAXES

9. **Indemnification.** Grantor hereby agrees to indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, employees and 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 on or about the Property; physical damage to the Property or the Building; 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 damage occurring on or about the Property, unless such injury or damage is caused by Grantee or agent, employee or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Section, 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 first priority mortgage given in connection with a promissory note secured by the Property.

10. **Taxes.** Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, receipts for such payments.

#### ADMINISTRATION AND ENFORCEMENT

11. **Written Notice.** Any notice Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, registered or certified mail with return receipt requested or hand delivered; if to Grantor, at 71 Faulkner Street, Billerica MA 01862, and if to Grantee, at Billerica Town Hall, 365 Boston Road, Billerica, MA 0182, Attention: Billerica Historical Commission. Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

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

13. **Inspection.** With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the interior of the Building. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

14. **Grantee's Remedies.** The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the

terms of this Agreement by ex parte, temporary, preliminary and/or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the restoration of the Property and/or the Building to the condition and appearance required under this Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantee has sent written notice to Grantor, specifying Grantor's failure to comply with the terms of this Preservation Restriction Agreement, and (b) Grantor fails to cure the same within thirty (30) days from the date of the Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure diligently to completion.

In the event Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Preservation Restriction Agreement, including all reasonable court costs, and attorneys', architectural, engineering and expert witness fees, together with interest thereon at the prime lending rate.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of 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.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

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

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

17. Liens. Any lien on the Property created pursuant to any Section of this Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Agreement 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.

**BINDING EFFECT; ASSIGNMENT**



18. Runs with the Land. Except as provided in Sections 7 and 21, the rights and obligations created or imposed by this Agreement shall be in effect in perpetuity, and shall be deemed as a binding servitude upon the Property.

This Agreement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee 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 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 bona fide transfer. The restrictions, stipulations and covenants contained in this Agreement 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 hereof, including by way of example but not limitation, a lease of all or a portion of the Property.

19. Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Agreement 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, as amended, whose purposes, inter alia, are to promote preservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Agreement was granted will continue to be carried out.

20. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Agreement in the land records of the Registry. Grantor and Grantee intend that the restrictions arising under this Agreement take effect on the day and year this instrument is executed by Grantor and Grantee, approved by the Massachusetts Historical Commission, and recorded at the Middlesex North Registry of Deeds.

#### EXTINGUISHMENT

21. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Agreement and necessitate extinguishment of this Preservation Restriction Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. An extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by Town of Billerica and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

#### INTERPRETATION

22. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of this Preservation Restriction Agreement:

- (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 Agreement and this instrument shall be interpreted broadly to affect 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 the Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart retained by the Grantee 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 Agreement 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 is enforceable by reason of 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 Grantee of such conflict and shall cooperate with Grantee and the applicable government entity to accommodate the purpose of both this Agreement and such ordinance or regulation.

#### AMENDMENT

23. Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Preservation Restriction Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Agreement or the status of Grantee under the Act, or any applicable laws, including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purposes of this Agreement; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records/files of the Registry. Nothing in this Section shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

24. Mortgages. Grantor represents and warrants that, of the date of this Agreement and the recording hereof, there are no mortgages or other monetary or other liens on the Property and/or that any such liens have been expressly subordinated to this Agreement of record, and will defend, indemnify and hold harmless Grantee for any loss arising out a breach of the foregoing representation and warranty.

25. **Recitals.** The recitals to this Agreement are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, Grantor has set its hand under seal on the day and year first set forth below.

GRANTOR: Middlesex Canal Association Incorporated

*J. Jeremiah Breen*

By: \_\_\_\_\_  
Name: J. Jeremiah Breen  
Title: president

By: *Russell B. Silva*  
Name: Russell B. Silva  
Title: treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4<sup>th</sup> day of October, 2019, before me, the undersigned Notary Public, personally appeared J. Jeremiah Breen, who proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as President of Middlesex Canal Association Incorporated.

*Richard A. Scheri, Jr.*  
\_\_\_\_\_  
(Official Signature and Seal of Notary)  
My term expires:

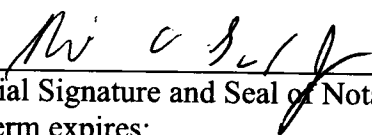


RICHARD A. SCHERI, JR.  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 20, 2024

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4<sup>th</sup> day of October, 2019, before me, the undersigned Notary Public, personally appeared Russell B. Silva, who proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as Treasurer of Middlesex Canal Association Incorporated.

  
(Official Signature and Seal of Notary)  
My term expires:

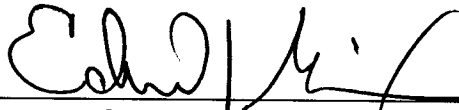


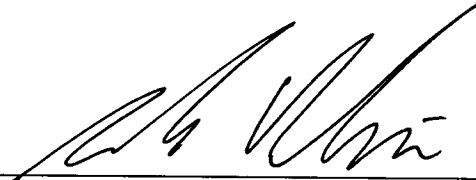
RICHARD A. SCHERI, JR.  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 20, 2024

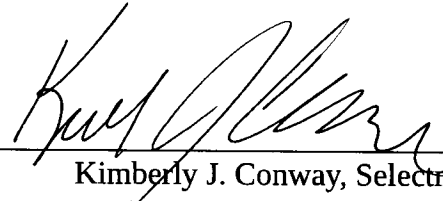
APPROVAL AND ACCEPTANCE OF PRESERVATION RESTRICTIONS

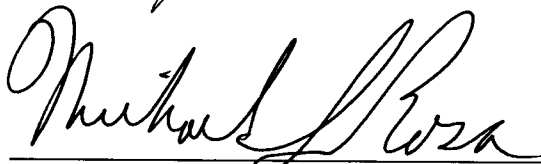
Approval and acceptance of this Preservation Restriction Agreement by the Town of Billerica, acting by and through its Board of Selectmen pursuant to the authority granted to said Board under M.G.L. ch. 40, § 4, is acknowledged this *2nd* day of *October*, 2019.


TOWN OF BILLERICA  
Board of Selectmen

  
\_\_\_\_\_  
Edward J. Giroux, Selectman, Chair

  
\_\_\_\_\_  
Andrew Deslaurier, Selectman, Vice Chair

  
\_\_\_\_\_  
Kimberly J. Conway, Selectman, Secretary

  
\_\_\_\_\_  
Michael S. Rosa, Selectman

  
\_\_\_\_\_  
Daniel L. Burns, Selectman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2nd day of October, 2019, before me, the undersigned Notary Public, personally appeared Edward Giroux, member of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.



Cathleen B. O'Dea  
(Official Signature and Seal of Notary)  
My term expires  
April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2nd day of October, 2019, before me, the undersigned Notary Public, personally appeared Andrew Deslaurer, member of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.



Cathleen B. O'Dea  
(Official Signature and Seal of Notary)  
My term expires  
April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2nd day of October, 2019, before me, the undersigned Notary Public, personally appeared Kimberly Conway, member of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.

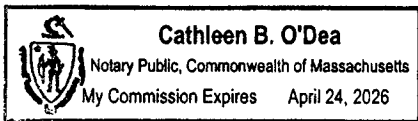


Cathleen B. O'Dea  
(Official Signature and Seal of Notary)  
My term expires  
April 24, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2nd day of October, 2019, before me, the undersigned Notary Public, personally appeared Michael Rosa, member of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.



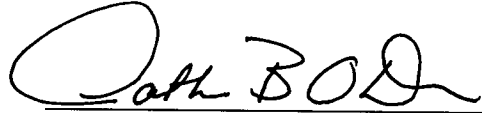
Cathleen B. O'Dea  
(Official Signature and Seal of Notary)  
My term expires  
April 24, 2026



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

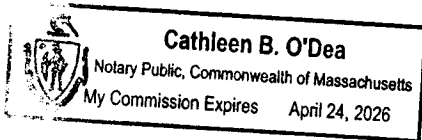
On this 2nd day of October, 2019, before me, the undersigned Notary Public, personally appeared Dan Burns, member of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Billerica.



(Official Signature and Seal of Notary)

My term expires

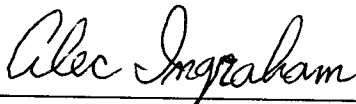
April 24, 2026



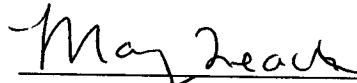
ACCEPTANCE OF PRESERVATION RESTRICTION

Acceptance of this Agreement by the Town of Billerica, acting by and through its Billerica Historical Commission pursuant to the authority granted to said Commission under M.G.L. ch.40, § 8D, is acknowledged this **26** day of **JULY**, 2019.

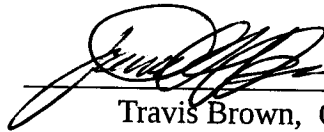
TOWN OF BILLERICA  
Historical Commission



\_\_\_\_\_  
Alec Ingraham, Commissioner, Chair



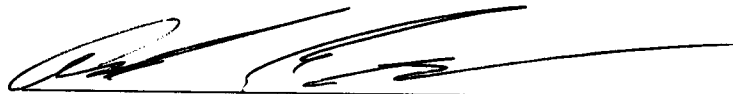
\_\_\_\_\_  
Mary Leach, Commissioner



\_\_\_\_\_  
Travis Brown, Commissioner



\_\_\_\_\_  
Matthew Hrono, Commissioner



\_\_\_\_\_  
Andrew Boisvert, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 26<sup>th</sup> day of July, 2019, before me, the undersigned Notary Public, personally appeared Alec Ingraham, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.



**STEPHANIE L. ODELL**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 21, 2023

*Stephanie L Odell*  
(Official Signature and Seal of Notary)  
My term expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 24<sup>th</sup> day of July, 2019, before me, the undersigned Notary Public, personally appeared Andrew Balsvert, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.



**LORI A. BLAKE**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 30, 2026

*Lori A Blake*  
(Official Signature and Seal of Notary)  
My term expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 24<sup>th</sup> day of July, 2019, before me, the undersigned Notary Public, personally appeared Travis Brown, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.



**STEPHANIE L. ODELL**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 21, 2023

*Stephanie L Odell*  
(Official Signature and Seal of Notary)  
My term expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 25<sup>th</sup> day of July, 2019, before me, the undersigned Notary Public, personally appeared Mary Leach, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.

*Lori A Blake*  
(Official Signature and Seal of Notary)  
My term expires

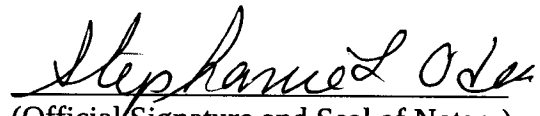



**LORI A. BLAKE**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 30, 2026

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 26 day of July, 2019, before me, the undersigned Notary Public, personally appeared Matthew Hrono, member of the Billerica Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA Driver's License, 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 on behalf of the Town of Billerica.

  
(Official Signature and Seal of Notary)  
My term expires 09/21/2023

 **STEPHANIE L. ODELL**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 21, 2023

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION  
COMMONWEALTH OF MASSACHUSETTS

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

MASSACHUSETTS HISTORICAL COMMISSION

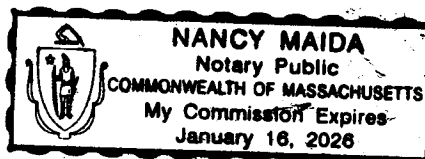
By: Brona Simon  
Brona Simon, Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 16<sup>th</sup> day of October, 2019, before me, the undersigned Notary Public, personally appeared Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were personally known to me, 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 purpose on behalf of the Massachusetts Historical Commission.

Nancy Maida  
(Official Signature and Seal of Notary)  
My commission expires:



## Exhibit A

### LEGAL PROPERTY DESCRIPTION

Parcel A, consisting of 4,720 square feet as shown on a plan titled: "Plan of Land in Billerica, Mass, prepared by Claudio Sala, P.L.S, registered land Surveyor, 145 Whitwell Street, Quincy, MA 02169," dated November 15, 2013 and recorded with the Middlesex North Registry of Deeds in Plan Book 237, Page 27. Source: North Middlesex Registry of Deeds, Book 28036, Page 214.

Exhibit B, Recorded Property Plan

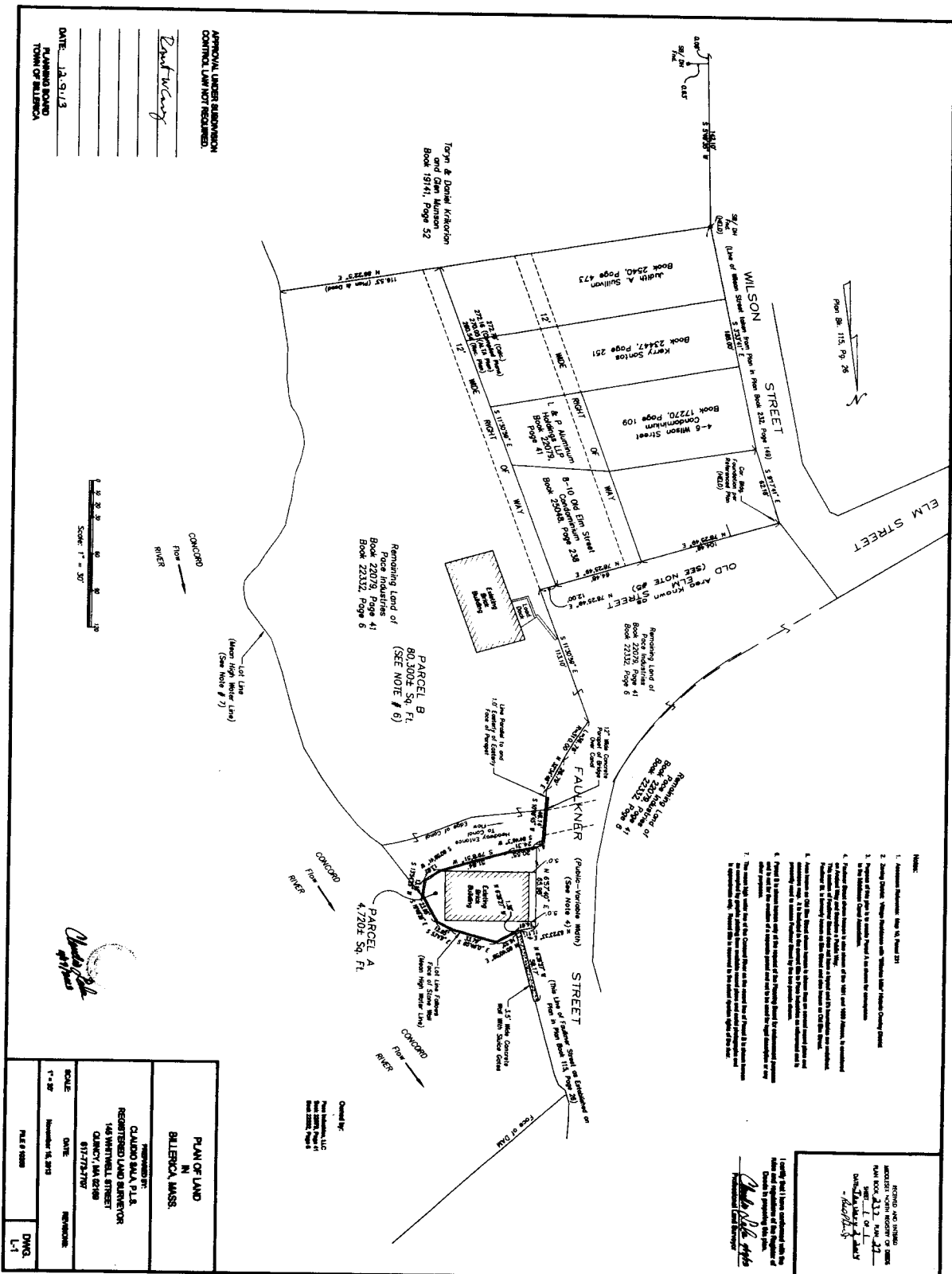




Exhibit C-1. Baseline Photos

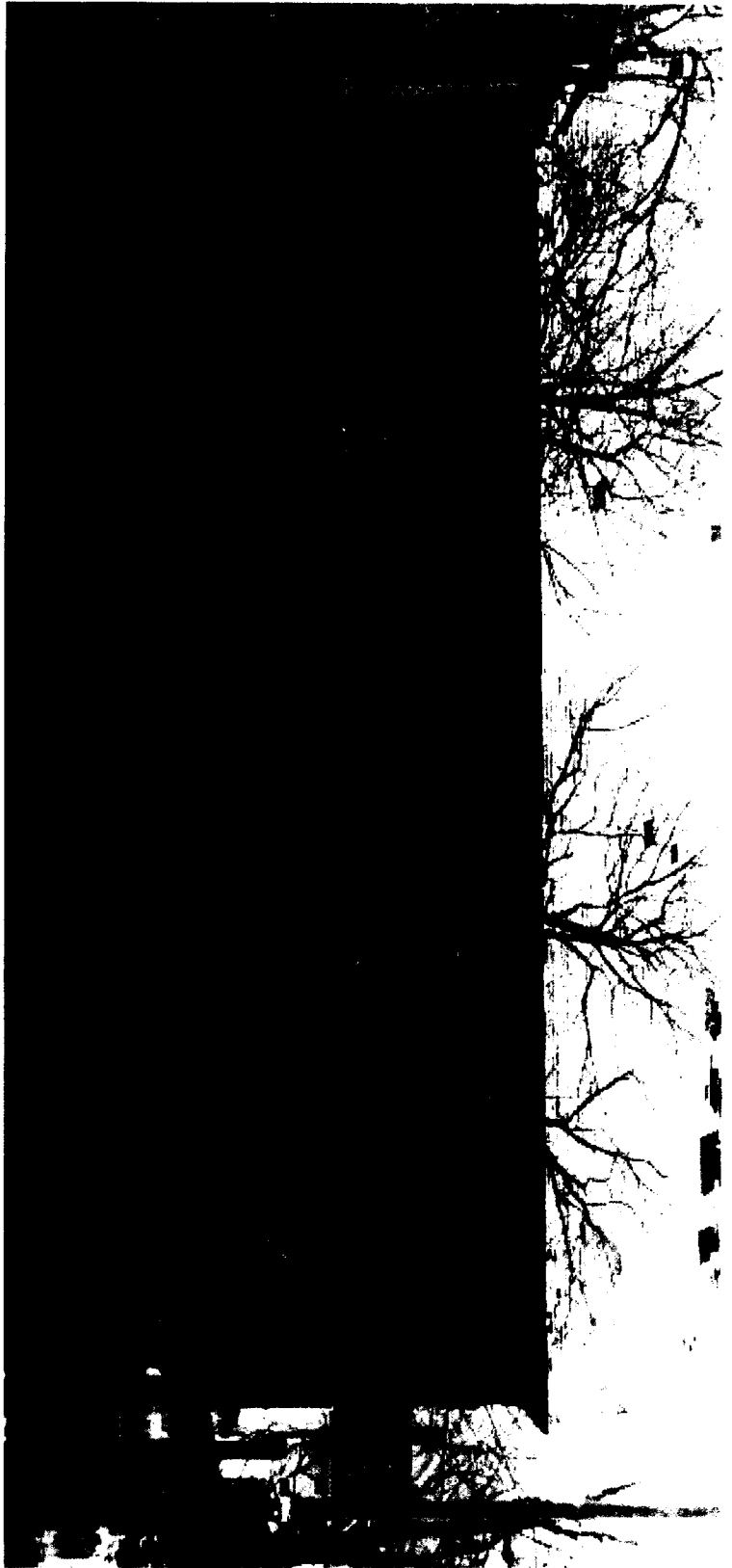


Photo 1. North Elevation. [04/2014].

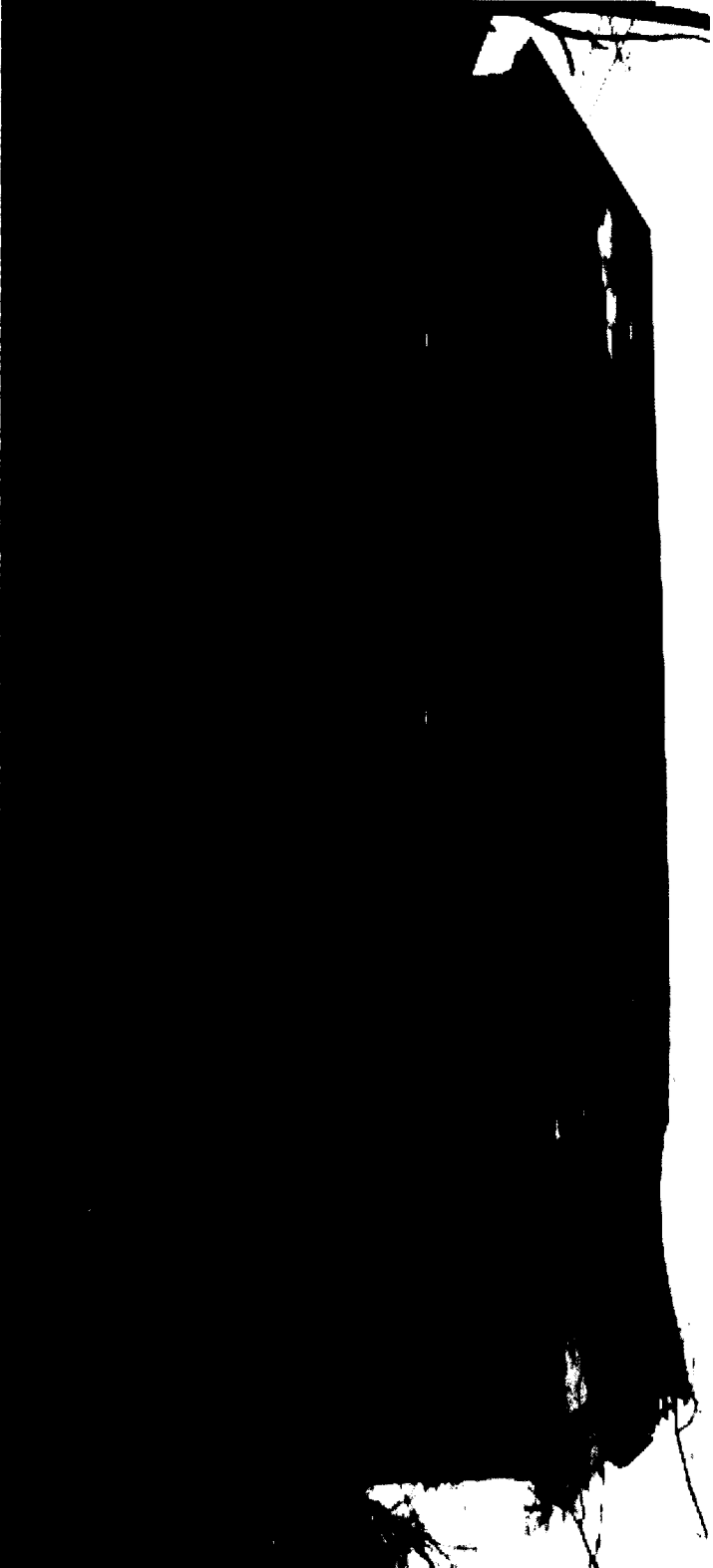


Photo 2 South Elevation [07/2019]

Exhibit C-2. Baseline Photos.



Photo 3. East Elevation. [02/2019].



Photo 4. East gable overhang destroyed. [11/2017]

Exhibit C-3. Baseline Photos.

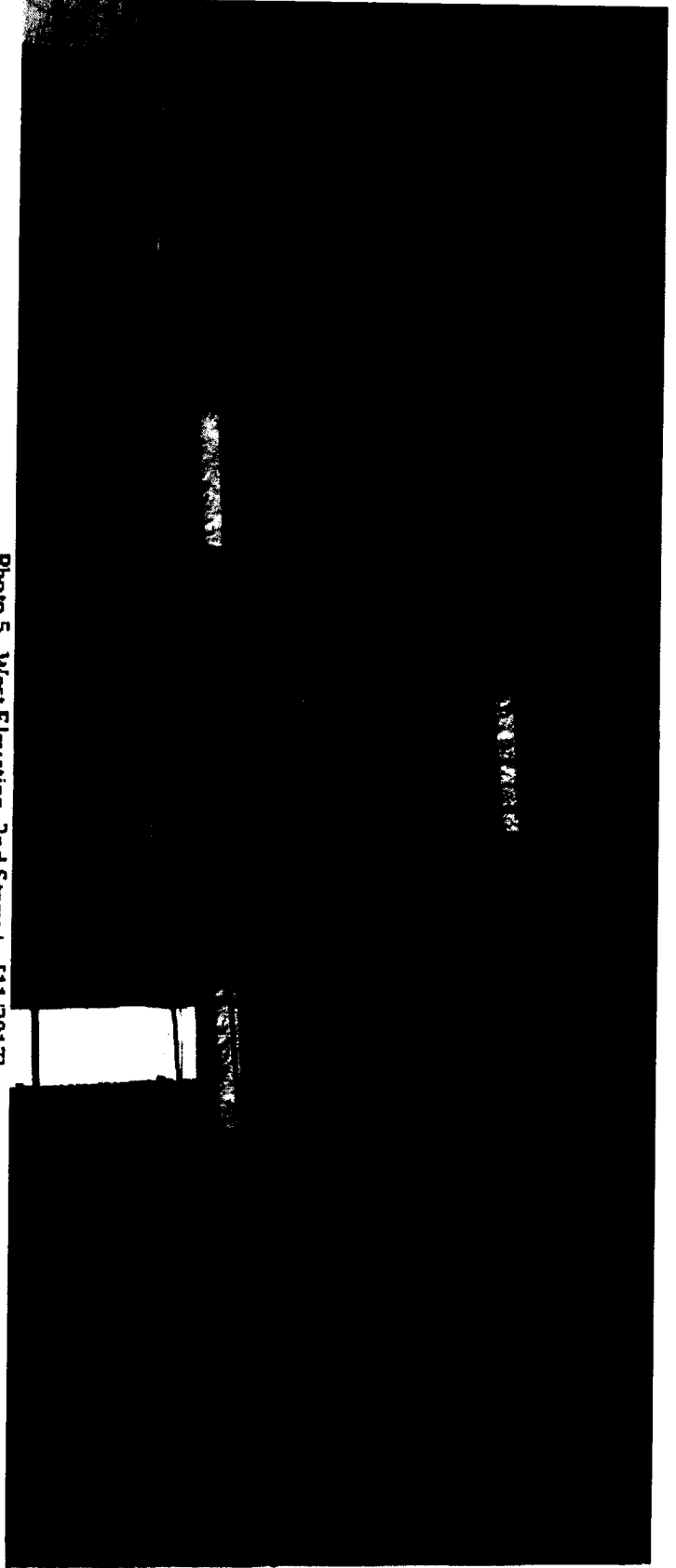


Photo 5. West Elevation, 2nd Story +. [11/2017]

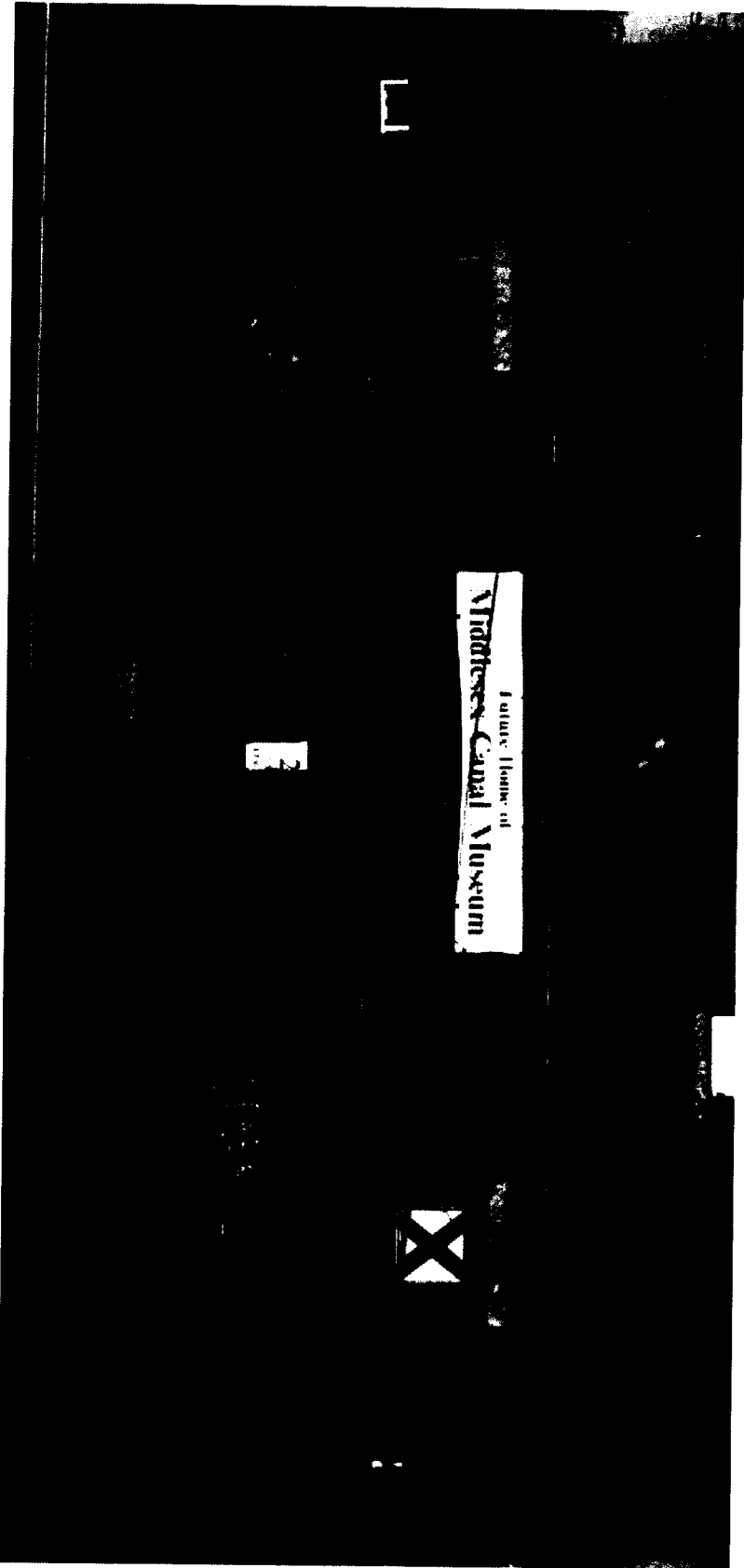


Photo 6. West Elevation, 1st Story +. [11/2017].

**EXHIBIT D. MHC Inventory Form B**



**INVENTORY FORM B CONTINUATION SHEET**

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

ADDRESS

BILLERICA 2 OLD ELM ST.

Area(s)

Form No.

BIL.E, O,  
P, T

BIL.317

 Recommended for listing in the National Register of Historic Places.*If checked, you must attach a completed National Register Criteria Statement form.*

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

**ARCHITECTURAL DESCRIPTION:**

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

The Building's north elevation is a brick wall 60' x 22' with a slate roof. The south elevation is the same except the roof is asphalt shingle and a door, approx. 2' x 3', for access to the former steam engine of the elevator, is present. The east elevation is a brick wall 40' x 36' to the peak of the gable roof, pitch 7:12. It has six windows, 3' x 5'-8", with granite sills and brick arch lintels. The west elevation is also 40' x 36' but has 5 windows, 3' x 5'-8", with granite sills and lintels. It has a doorway, 5½' x 8', with a granite sill and brick arch lintel. All walls have brick corbelling and pressed metal fascia at the roof line. The walls are on a brick building sill with an 18" high granite facing. The sill is on a stone foundation.

The Talbot brothers built their first woolen mill in 1857 after operating a Billerica Falls dyewood mill for 18 years. Storehouse No. 1 is 1-story brick with open basement, shallow gable roof, few windows. It has an elaborate corbel with a dentil frieze over a dozen courses. The second storehouse, 2 Old Elm, is 2-story brick, 7:12 gable, eleven windows. The corbelling is a simple stepping out of courses except on the east facade where the step out is on two axes. Storehouse No.6 in the lot next to No. 2, built after 1880, has a nearly flat roof with a shallow corbel, and no windows. The brick 1857 mill has had such large changes that the original architecture for comparison with Storehouse No. 2 is unknown.

**HISTORICAL NARRATIVE**

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The history of the North Billerica Mill Village is well documented in the National Register of Historic Places application prepared by Mary Eugenia Meyer in 1981 (Billerica Mills Historic District, North Billerica, MA, MACRIS # BIL.E). Included in the District are the Talbot Mill buildings, the Faulkner Mill buildings and related mill workers housing. Storehouse No. 2 (see *Talbot Mills [Woolen Mill] No. Billerica, Mass. survey by E.H. Tenney, November 29, 1899*) at 2 Old Elm Street, however, is the main focus of this historical narrative. It is but one edifice included in the extensive district. The structure is part of the Talbot Mill complex and, as such, is on the National Register as a "contributing building."

The Talbot Brothers arrived in North Billerica in 1839. In a building rented from the Middlesex Canal Company, they used water power in the process of grinding dyewood logs into dye. The area at the time was known as Canal Mills. Since the Concord River supplied the majority of the water used to operate the canal, the Canal Company had sizeable holdings there including the water rights to the mill pond, the dam, the floating tow path which allowed for unabated travel across the river, and various other buildings and property. Competition from the newly constructed Boston and Lowell

*Continuation sheet 2*

**INVENTORY FORM B CONTINUATION SHEET**

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

ADDRESS

BILLERICA

2 OLD ELM ST.

Area(s)

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BIL.E, O,  
P, T

BIL.317

Railroad was slowly forcing the canal out of business. A little more than a decade later the canal failed and, on October 13, 1851, the water rights, the dam, and the land and buildings in North Billerica owned by the Middlesex Canal Company were conveyed to the C. P. Talbot & Co (SRD: Book 618, Page #97). In 1857, Charles P. and Thomas Talbot opened a woolen mill at the site and for the next century their business endured. In 1860, they successfully defended their right to maintain the dam at its current height providing sufficient water power to secure the prosperity of their business. They also continued their dyewood and chemical operation at a near-by location.

In reference to their woolen mill Hazen in his *History of Billerica* (1883) writes "*This at first had 8 sets of cards, six were added in 1870 and as many in 1880.*" The Talbot Brothers' textile mill was prospering at this time. Storehouse No. 2, located at 2 Old Elm Street, was built during this expansion. Bryant F. Tolles, Jr. in his *National Register Submission: North Billerica, Middlesex County: The C. P. Talbot & Co. and J. R. Faulkner & Co.*, dated March, 1971 writes "*along Faulkner Street (Now Old Elm), are three brick storage buildings, once used to store raw wool and finished woolen products.*"

In the May 20, 1955 issue of the *Lowell Sun* on page #15 there is displayed a depiction of the Talbot Mill entitled "THE TALBOT MILLS FROM AN OLD PRINT MADE ABOUT 1870." It was taken from across the Mill Pond, the storehouse at 2 Old Elm is clearly visible. The 1870 Billerica Valuation Book individually lists the holdings of the Talbot Mill and their assessed values. Storehouse No. 2 is not listed. The 1880 Billerica Valuation Book lists a brick store-house, assessed at \$4000, among the mill properties. In the 1890 Valuation Book of the Talbot Mill properties included is the No. 2 brick storehouse, slated roof, with a \$4000 assessed value. The Beers Atlas of 1875 contains a blow-up of the North Billerica Mill Village. The footprint of storehouse No. 2 is shown at its current location. The 1887 Burleigh lithograph, "North Billerica 1887," is considered a balloon view of the North Billerica Mill Village. A likeness of storehouse No. 2 appears in the same place. A September 6, 1923 insurance survey of the Talbot Mills prepared by W. D. Bullard indicates that storehouses No. 1, No. 2 and No. 6 were built between 1857 and 1870. Each of these adds to establishing the date of storehouse No. 2's construction. Based on the evidence "circa 1870" is reasonable.

*"The Talbot Mills made world news in 1944, when the belt on the huge flywheel used in the water power apparatus broke sending debris flying through four floors of the mill and into the mill pond. I read about the catastrophe in a small paper in New Guinea."* ("Memories: Thomas Talbot Clark" by P. Hayden Clark, *Lowell Sun*, April 12, 1987, Page E-5) He failed to mention what he revealed in a later interview that part of the debris penetrated the roof of storehouse No. 2 (P. Hayden Clark discussing old times at the Clark Estate and the Talbot Mill with my mother, Margaret B. Ingraham, his former baby sitter, and myself at the dining room table one sunny afternoon). The result of this happenstance may somewhat have compromised the integrity of the storehouse and hindered its use.

Brick storehouse No. 2 remained under the control of the C. P. Talbot & Co (Inc. 1884). until 1956. In an article entitled "Mass Mohair Co. buys Talbot Mills" in the September 23, 1956 edition of the *Lowell Sun*, on the front page, four hundred Talbot Mill employees were informed that the enterprise had been sold to Massachusetts Mohair Plush Company of Lowell effective September 29, 1956.

Continuation sheet 3

**INVENTORY FORM B CONTINUATION SHEET**

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

BILLERICA 2 OLD ELM ST.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s)

Form No.

BIL.E, O,  
P, T

BIL.317

Although the Talbot Mill had sold off much of its mill housing units around 1940, many of the workers lived near-by in the Mill Village. Promises were made that the mill would continue in operation as before, the business would be expanded, and new workers would be hired. None of these promises would come true. Ernest V. Horvath would be the president of the combined companies and P. Hayden Clark, a descendent of Thomas Talbot (one of the mill's founders) would remain as a vice president. Storehouse No. 2 naturally was included in the sale.

The purchase seemed direct enough at the time, however, wheeler dealer, George Horvath was behind the arrangement. His involvement in the Lowell area began in the 1950's with the purchase of the Boott Mills, Locks and Canals, Massachusetts Mohair Plush Company and the Talbot Mills in North Billerica. He had an uncanny ability of acquiring businesses of all types and was miraculously adept at securing loans to purchase them. His portfolio of properties was highly leveraged and he was unable to pay off the loans ("Investors' Long Shot May Pay Off," Brian Mooney, *Lowell Sun*, April 29, 1980, Page E-5).

After the purchase of the Talbot Mills, the Horvath Brothers wasted little time. All the real estate, the buildings, the dam and the water rights of Talbot Mills, Inc. were conveyed to the Textile Subsidiary Corporation on September 28, 1956 (NRD Book 1355, Page #526). On October 1, 1956 the Textile Subsidiary Corporation was duly established in Massachusetts. Ernest V. Horvath, President, George A. Horvath, Treasurer and Richard Stone were the principals of the Corporation. The Commonwealth of Massachusetts Department of Corporations and Taxation dated the transaction on or about November 15, 1956: "*Talbot Mills Inc. to Textile Manufacturing Corporation all of the above corporation assets other than cash on hand September 29, 1956 and other than real estate and machinery on file*" (NRD Book 1355, Page #457). On the preceding page included is the following entry from the Department: "*Talbot Mills, Inc. to Textile Subsidiary Corporation all the above corporation's real estate and machinery located at the plant*" (NRD Book 1355, Page #456). They must have felt there was an advantage in separating the asset classes. The name changes from Talbot Mills, Inc. to Textile Manufacturing Corporation and back again to Talbot Mills, Inc. were recorded. (NRD Book 1361, Page #219 and NRD Book 1361, Page #220).

After all this legal maneuvering, on December 21, 1956, in the Articles of Amendment of Merger Talbot Mills, Inc. (Textile Manufacturing Corporation) owned the stock of Textile Subsidiary Corporation. In essence, Talbot Mills, Inc. held the stock and Textile Subsidiary Corporation the assets (NRD Book 1359, Page #525). Despite these transactions the Mill continued to operate. George spent much time at his residence in New York. The mantra of the local workers was "You cannot run a mill in North Billerica from New York." (Told to me by my Grandfather, Alexander Blakely, long time watchman at the mill). By 1963, the Talbot Mills was mortgaged beyond the corporation's value and was shut down in 1964. This unfortunate circumstance probably only hastened the obvious as much of New England's textile business was moving to North Carolina and other southern states.

On October 25, 1965, at a meeting of the stockholders of Massachusetts Mohair Plush Company, which held the capital stock of the Talbot Mills, Inc., voted to convey the mill's real estate including buildings, water rights and dam to Fabricon, Inc., a Delaware Corporation. The principals of Fabricon

Continuation sheet 4



**INVENTORY FORM B CONTINUATION SHEET**

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

ADDRESS

BILLERICA 2 OLD ELM ST.

Area(s)

Form No.

BIL.E, O,  
P, T

BIL.317

were local Lowell area businessmen: Eldred Field, John Dickson and others. The vote allowed the transfer from the Talbot Mills, Inc. (Textile Subsidiary Corporation) to Fabricon, Inc. on November 1, 1965 (NRD Book 1724, Pages #22 and # 23).

On April 2, 1968, Fabricon, Inc. would transfer the sizeable Textile Subsidiary's properties, including buildings, real estate, water rights and dam on the west bank of the Concord River to Clifton Jennings of Hingham (20% interest), William Martin of Arlington (30% interest), William S. Ricci of Dorchester (30% interest) and Sherwood A. Quinlan of Weston (20% interest). Fabricon's holdings on the east side of the river were conveyed to the North Billerica Company (aka Faulkner Mills) (NRD Book 1838, Pages #105 and #109).

The partners' subsidiary, Cambridge Tool & Manufacturing Company, which had been founded in 1945, would begin operations in the Talbot Mill by 1968. Space in the mill that was not occupied by Cambridge Tool was made available and rented for tenant occupancy. As time passed many of the tenants would move out and by the year 2000 few were left. The partners' business, principally engaged in manufacturing machine tools, aluminum and nonferrous die casting and related activities, breathed new life into the old mill. Soon the general partners became synonymous with CRT Development and they were involved with many transactions separate from the North Billerica properties. In January of 1972, Quinlan would sell his interest in the partnership to the Martin, Ricci, Jennings and new partner Dieter Morlock for \$5000 (NRD Book 1994, Page #293). On May 5<sup>th</sup> of that year Jennings, Ricci, Martin, and Morlock would convey for \$1.00 paid the land, buildings, water rights and dam obtained from Fabricon, Inc. to CRT Development Corporation, which was legally established according to Massachusetts General Law (RND Book 2011, Page# 63). On July 9, 1980 CRT Development Corporation would sell for \$1.00 paid the same land, buildings, water rights and dam back to Martin, Morlock, and Ricci (NRD Book 2429, page #687). The Secretary of State for the Commonwealth of Massachusetts certified that according to the records of his office a certificate for the formation of a limited partnership was filed on July 9, 1980 in accordance with Massachusetts General Law by CRT Development. Furthermore, the names of the general partners were William Martin of Arlington, William S, Ricci of Dorchester and Dieter Morlock of Lexington (NMD Book 2429, Page #686). On the same day William Martin, William S. Ricci, and Dieter Morlock, tenants in common for a consideration of \$1.00 paid granted to limited partnership CRT Development the land, buildings, dam, and water rights they had obtained from Fabricon, Inc. in 1968 (NRD Book 2429, Page #692). These were seamless transfers. CRT Development Corporation was soon dissolved in favor of the limited partnership CRT Development.

In 1996, the partners (William Martin, William Ricci and Dieter Morlock) applied for a variance to construct a new entrance and addition to their North Billerica Plant. The applicant was listed as Cambridge Tool & Manufacturing Company and the owner was listed as CRT Development. The Billerica Board of Health granted the variance on September 23, 1996.

On July 15, 1997, Leggett and Platt (NYSE: LEG), a Missouri based conglomerate, acquired the capital stock of Cambridge Tool & Manufacturing Company, Inc. and on December 31, 2003 Cambridge Tool was merged into Leggett and Platt. (NRD Book 22332, Page #6). On March 23, 2008

*Continuation sheet 5*

**INVENTORY FORM B CONTINUATION SHEET**

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

BILLERICA 2 OLD ELM ST.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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*Continuation sheet 5*

**INVENTORY FORM B CONTINUATION SHEET**

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

BILLERICA 2 OLD ELM ST.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s)

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BIL.E, O,  
P, T

BIL.317

Leggett and Platt and Cambridge Tool & Manufacturing Co. was renamed Leggett and Platt Aluminum Holdings doing business as Pace Industries (NRD Book 22079, Page #41). On September 21, 2004, CRT Development of Andover, MA transferred the water rights and dam acquired from the original Fabricon purchase to CRT Development Realty, LLC of Andover, MA (since 09/2005 Coral Springs, FL) (NRD, Book 17958, Page # 95).

According to the Pace Industries website, the company was founded in 1970 in Harrison, Arkansas. In 1996 it was acquired by Leggett & Platt and the Leggett and Platt Aluminum Group (LPAG) was formed. The following year LPAG acquired Cambridge Tool & Manufacturing Co. and in 2008 LPAG was sold to Kenner & Company and renamed Pace Industries. In 2008, Dieter Morlock was listed as President, William H. Martin as Treasurer, John Salben as Manager, Chris Hould as Systems Analyst and William T. Donovan as President, Manager and Director. William Ricci one of the original partners was not listed (Massachusetts Business Directory, May 16, 2008).

Each time the Talbot Mill property and buildings were sold storehouse No. 2 was included in the sale. The building was not very attractive to a tenant and was mostly used for storage after 1964. For a time, Johnson Controls used it as a warehouse and New England Restoration maintained an office there from roughly 1982 to 1985 before moving to Tewksbury. Then storehouse No. 2 was left to deteriorate, although it was still used for storage on a limited basis.

On May 6, 2014 Pace Industries sold, for consideration of \$1.00 paid, Talbot Mill storehouse No. 2 to the Middlesex Canal Association (MCA) (NRD Book 28036, Page #214 also see Plan Book 237, Page #27). For the first time since its construction, Storehouse No. 2 had been separated from the Talbot Mill complex. The MCA has plans to repurpose the old building and use it as the organization's headquarters and museum. Currently, the arduous permitting is ongoing.

If approved and successfully completed, the Museum, situated on a 4720 square foot peninsula, bounded on the north and east by the Concord River and on the south by the remnants of the Middlesex Canal would add greatly to the area. Attached to the east wall of the storehouse, the proposed observation deck, overlooking the summit pond, would provide an unobstructed view of the opposite shore. Scanning from the right to the left, the Call Farm Indian Site, the Timber Cove, the floating towpath causeway, built from dirt and rock extracted when the canal was dug, the William Rogers' House (1807), and a wooded habitat for aquatic birds and creatures come into view. Across the street from the proposed museum are the remains of the only surviving lock chamber on the Middlesex Canal, a few hundred feet away are the mill dam (1828) and the iron rings associated with the floating towpath. A short walk distant is the new Lowell Street sidewalk, complete with benches, landscaping, and interpretative wayside marker. From this new cement footway, which is built on the towpath side of the canal, the remains of the canal bed and the five-foot-wide berm, which prevented the waters of the canal from flowing into the meadow beyond, are visible from the North Billerica Firehouse to Boston Road. Other informational markers have already been placed at the area's significant canal related locations. It is also fortuitous that storehouse No. 2 is adjacent to the site where the first shovelfuls of earth were taken, in 1794, which commenced the ten-year effort to dig the 26¼ mile canal from the Merrimack River to the tidewater in Charlestown.

*Continuation sheet 6*

**INVENTORY FORM B CONTINUATION SHEET**

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

ADDRESS

BILLERICA

2 OLD ELM ST.

Area(s)

Form No.

BIL.E, O,  
P, T

BIL.317

It is a most appropriate location for the Middlesex Canal Museum.

Alec Ingraham  
 Billerica Historical Commission  
 Town Historian  
 June 6, 2019

**BIBLIOGRAPHY and/or REFERENCES**

Deed and Newspaper references are included within the body of the text.

(Editor's note. Middlesex South Registry of Deeds abbreviated, SRD; Middlesex North Registry of Deeds, NRD.)

*County Atlas of Middlesex, Massachusetts from the actual surveys by and under the direction of F. W. Beers.* New York: J. B. Beers & Company, 36 Vessey Street, 1875.

Ingraham, Alec, *A Short History of the Milldam in North Billerica 1653-1995.* Billerica, MA: Billerica Historical Society, 1995.

Hazen, Rev. Henry A. *History of Billerica, Massachusetts 1653-1883, with a Genealogical Register.* Boston: A. Williams & Co., 1883.

Continuation sheet 7

**INVENTORY FORM B CONTINUATION SHEET**

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

ADDRESS

BILLERICA

2 OLD ELM ST.

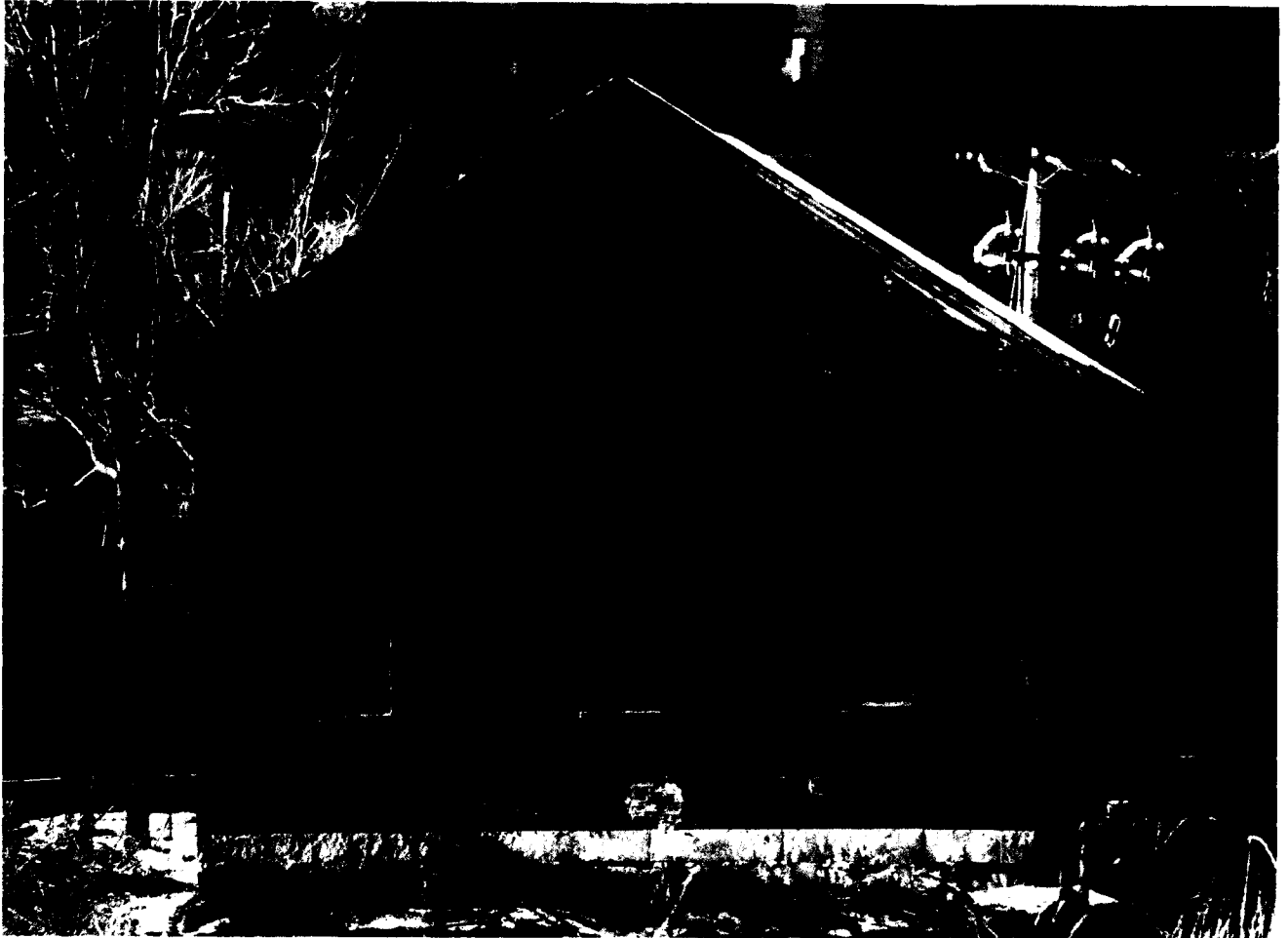
Area(s)

Form No.

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P, T

BIL.317

*Supplemental Photo*



Storehouse No, 2, 2 Old Elm St, Billerica - east elevation, Jan 2016.

*Continuation sheet 8*

## EXHIBIT E

### Scope of Work

Grantor intends to rehabilitate Storehouse No. 2 (the "Building") and reuse it for a visitor center/museum. Grantor will rehabilitate the Building as a weathertight storehouse, including gutting the Building installing new columns, beams, floors and roof, windows, and repoint and repair masonry.

## EXHIBIT F

### Restriction Guidelines

The purpose of these Preservation Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the exterior of the Building. Under Section 3, prior permission from the Grantee is required for any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance does not require Grantee review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

#### **PAINT**

Minor: Exterior 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, and 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. 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 clapboard, 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 chimney 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.

#### **LANDSCAPING/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, and ground disturbances 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; the removal of exterior materials in the course of construction.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction, such changes must be reviewed by the Grantee in order to assess their impact on the historic integrity of the Property, Building, and other structures.

It is the responsibility of the Grantor to notify Grantee in writing when any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the Property, the Building, and other structures, not to preclude future change. The Commission will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.