



April 23, 1993

Joseph R. Jenkins
St. Pierre & Jenkins
512 West Main Street
Shrewsbury, MA 01545-2253

RE: Piccadilly Mill Open Space Community, Westborough. MHC #3227.

Dear Mr. Jenkins:

Enclosed, please find the preservation restriction accepted by the MHC for the project referenced above. Once the document is recorded at the registry, please have one (1) as-recorded copy sent to our office to complete our files.

Thank you for your attention. Should you require any further assistance, please contact me.

Sincerely,

Edward L. Bell
Archaeologist
Preservation Planner
Massachusetts Historical Commission

xc: Westborough Historical Commission

Enclosure

Massachusetts Historical Commission, Judith B. McDonough, *Executive Director, State Historic Preservation Officer*
80 Boylston Street, Boston, Massachusetts 02116 (617) 727-8470

Office of the Secretary of State, Michael J. Connolly, *Secretary*

HISTORIC PRESERVATION RESTRICTION AND EASEMENT

CARRUTH CAPITAL CORPORATION, a duly organized and existing Massachusetts Corporation, with a principal place of business at 176 East Main Street, Westborough, Worcester County, Massachusetts, (hereinafter called the "Grantor") in consideration of One Dollar (\$1.00) and other good and valuable consideration, hereby grants, without covenants, to the Westborough Historical Commission, an agency of the Town of Westborough, Massachusetts, duly created by law and having a usual place of business in Westborough, Worcester County, Massachusetts, (hereinafter called the "Grantee"), a non-exclusive easement for the purposes of historic preservation pursuant to the provisions of Massachusetts General Laws, Chapter 184, Section 31 through 33, as hereinafter specified, with respect to a certain building known as the Piccadilly Mill, a property determined to be eligible for listing in the National Register of Historic Places, located in the Town of Westborough, Worcester County, Massachusetts (the "Mill Building") and the land contiguous thereto, containing approximately 8.712 acres (the "Preservation Area") and being shown as Open Space 5 on a plan entitled "Piccadilly Mill Open Space Community, A Definitive Plan" by Beals and Thomas, Inc., latest revision dated as of August 12, 1992 (the "Subdivision Plan") recorded with Worcester District Registry of Deeds, Plan Book 665, Plan 59. For title to the Preservation Area, see deed to Grantor recorded in the Worcester District Registry of Deeds in Book 14731, Page 226.

The terms of this Historic Preservation Restriction and Easement are as follows:

1. Subject to the terms and conditions of this easement, the Grantor hereby grants to the Grantee the perpetual right and easement, at its sole expense, to enter in and upon the Preservation Area and the Mill Building for the purposes of inspecting, studying, examining, surveying, preserving, repairing, maintaining, reconstructing and restoring the Mill Building and the Preservation Area, to determine whether the Grantors are in compliance with the terms hereof, and to make such excavation or excavations as may be reasonably necessary in connection therewith, provided however, that the Grantee, and its successors and assigns, further covenant and agree with the Grantor that prior to any excavation or excavations made by it as permitted by this easement, or any other disturbance of the Preservation Area or the Mill Building resulting from the exercise of its rights hereunder, a permit (950 CMR 70) is obtained from the Massachusetts State Archaeologist in compliance with M.G.L. Ch. 9, Sec. 27C and Grantee shall properly backfill said excavation or excavations, or repair such disturbance, and restore the surface the surface of the land properly and promptly to as reasonably good condition as said surface was in prior to such excavation or excavations or disturbance.

Nothing contained herein shall be deemed to create a right of public access to the Mill building and/or the Preservation Area. The rights and easement granted hereunder may not be assigned or transferred, in whole or in part, by the Grantee without the written assent of the Grantor or its successors or assigns. The Grantee, at its sole expense, agrees to maintain in good order and condition, and to promptly repair whenever necessary, all alterations, renovations, reconstructions, restorations, improvements, or repairs made to the Mill Building and/or the Preservation Area by the Grantee (collectively, the "Restorations"). Nothing contained herein shall be deemed to impose upon the Grantor, or its successors or assigns, any obligations to maintain all or any part of the Restorations, nor to rebuild all or any part of the Mill Building in the event of damage or destruction of all or any part of the Mill Building by casualty, eminent domain, or deterioration due to age.

2. The Grantee hereby agrees to indemnify and hold harmless the Grantor, its heirs, successors and assigns from and against any loss, damage, or liability arising out of the Grantee's exercise of any of the rights and easements granted hereby.

3. Except as hereinafter provided, the Preservation Area shall remain in its existing undisturbed natural state and the Mill Building shall remain in its present condition in order to preserve its historic significance and to that end, except as otherwise provided herein, the Grantor, and its successors and assigns shall neither perform or permit others to perform any of the following:

a. Alterations to the Mill Building, including the alteration of any interior space, unless (1) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Mill Building, and the characteristics which make the Mill eligible for listing in the National Register of Historic Places, provided such restorations meet with Secretary of Interior's Standards for Rehabilitation, (36 CFR Part 67), notice of which shall be given to the Grantee, or (2) consistent with the historical integrity of the Mill Building, provided that the Grantee has previously determined that the alterations will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (3) required by casualty or other emergency or which may be necessary for safety reasons to prevent injury to person or property. Ordinary maintenance and repair of the Mill Building may be made by the Grantors after notice to the Grantee, but without the written permission of the Grantee or (4) required for the

restorations as provided herein, provided such restorations meet the Secretary of Interior's Standards for Rehabilitation (36 CFR Part 67).

b. Any change in the appearance and condition of the Mill Building and/or the Preservation Area, except as provided in subparagraph a. above.

c. Any use of the Mill Building and the Preservation Area that is not historically appropriate or the acts or uses detrimental to the appropriate protection of the historical significance of the Mill Building and the Preservation Area.

d. Construction of any buildings or other structures in the Preservation Area.

e. The placement of any earth material or other substance on, above or below the ground in the Preservation Area;

f. The excavation or removal of any earth material, plant material, mineral substance or other substance or material, except archaeological resources retrieved pursuant to paragraph (1) above, in the Preservation Area;

g. The construction of any building or placement of any other structure on, above or below the ground surface in the Preservation Area;

h. Any other activity which by disturbing, altering or otherwise affecting the existing surface or subsurface of the Preservation Area would be detrimental to the appropriate preservation of the archaeological resources therein.

4. This Preservation Restriction and Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross, and as such, is inheritable and assignable and runs with the land as an incorporeal property interest in the Preservation Area enforceable by the Grantee and its successors and assigns with respect to the Preservation Area and against Grantor and Grantors' heirs, successors and assigns, all of whom are collectively referred to herein as "Grantee" and "Grantor" respectively.

5. Upon its execution, the Grantor shall promptly record this Preservation Restriction and Easement with the appropriate Registry of Deeds and file a copy of the recorded Preservation Restriction and Easement with the Grantee.

6. Nothing contained herein shall prohibit or restrict the Grantor from in any way constructing the subdivision as shown on the Subdivision Plan, as it may be amended from time to time, nor shall anything contained herein serve to grant to the Grantee any rights with regard to any other property now or hereafter owned by the Grantor, its successors and assigns, nor shall anything granted hereby impose any restrictions on the other land of the Grantor, nor restrict the rights of the Grantor and its successors and assigns with regard to the Mill Building and the Preservation Area except as specifically set forth herein, including the right to convey the Mill Building and the Preservation Area to a homeowners' association or to a land conservation or preservation association or to any third party, subject to the terms hereof.

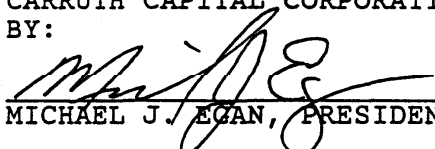
7. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument.

No deed stamps are required for the recording of this instrument.

WITNESS the execution hereof as an instrument under seal this 12th day of April, 1993.

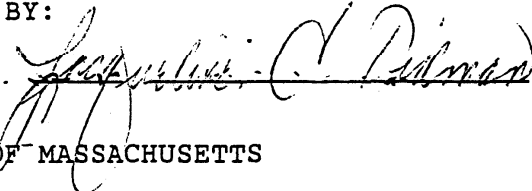
FOR CORPORATE AUTHORITY
SEE VOTE OF CARRUTH
CAPITAL CORPORATION
RECORDED IN BOOK 13570,
PAGE 205.

CARRUTH CAPITAL CORPORATION
BY:


MICHAEL J. EGAN, PRESIDENT

WESTBOROUGH HISTORICAL
COMMISSION

BY:




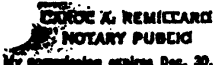
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

April 13, 1993

Then personally appeared the above named Michael J. Egan, President of Carruth Capital Corporation and acknowledged the foregoing instrument to be the free act and deed of Carruth Capital Corporation, before me.


Notary Public
My Commission Expires:


CAROL A. REMILLARD
NOTARY PUBLIC
My Commission Expires Dec. 30, 1994

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

April , 1993

Then personally appeared the above named _____
_____ and acknowledged the foregoing instrument
to be the free act and deed of the Westborough Historical
Commission, before me.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

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

Massachusetts Historical
Commission
By:

Judith B. McDonough
Executive Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 23, 1993

Then personally appeared the above named Judith B. McDonough
McDonough and acknowledged that the foregoing
preservation restrictions have been approved pursuant to
Massachusetts General Laws, Chapter 184, Section 32.

Elsa N. Fitzgerald
Notary Public
My Commission Expires: 10/18/96