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PRESERVATION RESTRICTION AGREEMENT


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The Parties to this Preservation Restriction Agreement ("Agreement") are the Jonathan M. Cosco and Elise N. Zoli, with an address of One Merrill Street, Cambridge, MA 02139, together with their heirs, successors, administrators and assigns ("Owner") and THE TRUST FOR PUBLIC LAND, a California not for profit corporation, with an address of 116 New Montgomery Street, San Francisco, California 94105 (with its successors, administrators and assigns, "TPL").

WHEREAS, Owner is the owner in fee simple of certain property in Ipswich, Massachusetts (the "Property"), more particularly described as Residential Lot B on a plan entitled "Compiled Plan of Land in Ipswich, Massachusetts for No. 52 Jeffreys Neck Road," dated July 1, 2001 and prepared by Paul J. DeSimone P.L.S., a reduced copy of which is attached hereto as Exhibit A; and

WHEREAS, this Agreement is intended to protect certain portions of three historically significant buildings on the Property: the Ross Tavern, the Collins-Lord House, and the Shatswell Cottage (collectively, the "Historic Buildings"), all as labeled on the diagrams attached as Exhibits B hereto and incorporated herein by reference; and

WHEREAS, the preservation of the Historic Buildings is important to the public for the enjoyment and appreciation of their architectural and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32; and

WHEREAS, the Historic Buildings are significant for their contributions to American architectural history and notable as an example of the mid 20th century antiquarian practice of documenting, moving, restoring and reconstructing historic buildings in estate settings; in addition, the Historic Buildings are remarkable as they contain rarely surviving architectural remnants and features from the 'First Period'. The Ross Tavern (c. 1675-1700 with eighteenth to twentieth-century alterations) and Collins-Lord House (c. 1670s with twentieth-century alterations) were two First Period buildings disassembled at their original sites and reconstructed, reconfigured and combined in the early 1940s to create one larger structure on the Property. At the same time, extensions were added to the Ross Tavern and Collins-Lord House at the east elevation (the "Kitchen Addition") and the juncture of the north elevation of the Ross Tavern and west elevation of the Collins-Lord House (the "West Addition") as shown on Exhibit B. The Shatswell Cottage was similarly disassembled and reconstructed on its current location circa 1960. The Historic Buildings are in a state of deferred maintenance and require rehabilitation to serve their intended use as a private year-round residence; and

WHEREAS, the open space that surrounds the Historic Buildings retains its rural characteristics and is protected in perpetuity by a separate Conservation Restriction granted by the Owner to the Town of Ipswich pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33, to be recorded prior to conveyance of the Property to Owner; and

exist as of the date of this Agreement, without the prior written approval of TPL.
Protected Features are:

- a. Ross Tavern: the south elevation, including the entrance porch and granite step, and the east, west and north elevations;
- b. Collins-Lord House: the north, east and west elevations;
- c. Shatswell Cottage: the south elevation and portions of the north, east and west elevations shown on the attached diagrams (Exhibit B);
- d. the massing, profile and materials of all Historic Building roofs; skylights, dormers or other roof additions being expressly forbidden, except as set forth herein; and
- e. all chimneys at and above the roof line.

Section 3: INTERIOR RESTRICTIONS

Except as provided herein, no construction or other activity shall be undertaken which will damage, destroy or alter the appearance, materials, workmanship or structural stability of certain interior portions of the Historic Buildings, as they exist as of the date of this Agreement, without the prior written approval of TPL. Protected Features are:

3.1 Ross Tavern.

- a. Rooms 101, 106, 107, 108, 201, 201A, 210, 211, 212 and Attic (Exhibit B): original or reconstructed First Period structural members, beams, posts, girts, plates, joists, rafters, purlins, studs and other framing members, including those portions that extend into the West Addition or Collins-Lord House;
- b. Rooms 101, 106, 107, 108, 201, 201A, 210, 211 and 212:
 - i. existing space configuration and door locations;
 - ii. wooden floorboards;
 - iii. plaster walls and ceilings;
 - iv. woodwork, including but not limited to cornices, mantelpieces, paneling, wainscoting, cupboards, baseboards, stairs, railings, balusters, newels, doors, door casings, windows, window sash, window casing, and leaded casement windows;
 - v. chimney, fireboxes, mantels and hearths in their entirety;
 - vi. iron hardware located at the doors, windows and fireplaces;
 - vii. the brick walls and tile floor at Room 108;
 - viii. the staircase leading to the Attic; and
 - ix. the four doors located at the north walls of Rooms 101, 106, 201 and 210.

3.2 Collins-Lord House. Rooms 104, 204, 206 and 207(Exhibit B): at the first and second stories, all original and reconstructed First Period structural members, including posts, girts, plates and joists, excepting (a) all wall studs, and (b) at the second story, all elements of the internal walls;

WHEREAS, the Purposes of this Agreement are to: (i) protect the features that contribute to the architectural and historical integrity of the Historic Buildings; (ii) permit rehabilitation and restoration of the Historic Buildings; (iii) clarify that alterations to or demolition of those exterior and interior features that are not protected hereunder are allowed, and (iv) permit the expansion of the Ross Tavern and Collins-Lord House, within certain parameters hereinafter set forth; and

WHEREAS, Owner desires to grant to TPL, and TPL desires to accept, the Preservation Restrictions set forth in this Agreement, pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33 (the "Act"); and

WHEREAS, the Trust for Public Land is a charitable corporation among whose purposes is the protection of historic properties and is an organization authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, Owner conveys to TPL the following preservation restrictions, which shall apply in perpetuity to the Property:

Section 1: DEFINITIONS AND USAGE

1.1. Orientation. For convenience of reference, the façade of the Ross Tavern shall be that elevation that faces Jeffreys Neck Road and shall be called the south elevation; the rear elevation shall be called the north elevation; and the other elevations of the Ross Tavern shall be called the east and west elevations, based upon such elevation's orientation relative to the façade. The identification of the elevations of the Collins-Lord House and Shatswell Cottage shall be based upon such elevations' orientation to the south façade of the Ross Tavern.

1.2 Façade and Elevations. The terms "façade" and "elevations" shall include all clapboards, half-timbering, doors, door frames, windows, window sash, window frames, iron hardware, wall sheathing, porticos, panels, transoms, cornices, moldings and other decorative elements.

1.3 Protected Features. The term "Protected Features" shall mean those historical and architectural features protected by this Agreement, as listed in Sections 2 and 3 hereof.

1.4 Minimize. The term "minimize" shall mean reduce to the extent reasonably practicable.

Section 2: EXTERIOR RESTRICTIONS

Except as otherwise provided herein, no construction, or other activity shall be undertaken which will damage, destroy or alter the appearance, materials, workmanship or structural stability of the following exterior portions of the Historic Buildings, as they

3.3 Shatswell Cottage.

- a. Room 1 and Attic (Exhibit B): structural members, including beams, posts, girts, plates, joists, rafters, purlins, studs and other framing members;
- b. Room 1 and Stairhall (Exhibit B):
 - i. existing space configuration and door locations;
 - ii. floorboards;
 - iii. plaster finishes;
 - iv. woodwork, including but not limited to cornices, mantelpieces, paneling, wainscoting, baseboards, cupboards, stairs, railings, balusters, newels, doors, door casings, leaded casement windows, and window casing ;
 - v. fireplace and hearth in their entirety; and
 - vi. iron hardware located at doors, windows and cupboards.

Section 4: PERMITTED ACTIVITIES

4.1 Activities Not Involving Protected Features. This Agreement does not prohibit or restrict any construction, or other activity that does not damage, destroy or alter Protected Features, including without limitation the following:

- a. ordinary maintenance and repair of Historic Buildings that does not damage, destroy or alter Protected Features;
- b. reconstruction and renovation of the existing Kitchen Addition, including but not limited to removal of existing appliances, sinks, countertops and other fixtures; installation of new floors, ceilings, windows, appliances, sinks, countertops, cabinetry, lighting and entrance doorway; installation of insulation; installation of roof and/or wall vents; replacement or reconfiguration of windows (provided they are true divided lights); installation of French doors on the north elevation; and construction of a terrace, patio and/or pergola adjacent to the north elevation of Kitchen Addition and the east elevation of the Lord-Collins House;
- c. reconstruction and renovation of all of the existing bathrooms, including the removal and replacement of tile, fixtures and the installation of new windows, insulation, and roof and/or wall vents;
- d. alteration and removal of walls, paneling and ceilings in the Kitchen Addition, West Addition, on the second floor of the Collins-Lord House, and in the attic (except walls needed for structural support of the Historic Buildings);
- e. installation of groundwater drainage facilities or other sub-surface installations, including trenching and installation of French drain or other drainage systems to reduce or eliminate water infiltration into the basement;

- f. treatment of basement walls to reduce water seepage, construction of sump and installation of sump pump, including discharge to the outside;
- g. hanging of paintings, photographs and similar displays;
- h. removal and installation of interior wallpaper;
- i. demolition, reconstruction or repair of the pergola and/or fence attached to the exterior of Shatswell Cottage; and
- j. any construction, alteration, repair or other activity reasonably necessary for radon and/or asbestos abatement, sanitation, and fire and carbon monoxide protection.

4.2 Minor Activities. The following activities shall not constitute construction, alteration or other activity requiring the prior written approval of TPL, provided these activities are conducted using methods and materials that are of high quality and craftsmanship and that minimize damage, destruction or alteration to Protected Features:

- a. installation of screens, interior and/or exterior storm windows, exterior storm doors, and window-mounted air-conditioners, all provided they are attached by using screws;
- b. installation of insulation in the attic floor, attic rafters, or in the cellar, provided that no blown-in insulation shall be introduced to the vertical wall cavities;
- c. hand-scraping and hand sanding of interior and exterior woodwork, trim and walls;
- d. interior and exterior painting and staining in colors of Owner's choice;
- e. installation of exterior and interior light fixtures;
- f. refinishing floors, including sanding (except by circular sanders), as well as painting, staining and refinishing of floors, and installation of carpeting;
- g. routine maintenance of windows, including caulking, painting and reglazing; and repair or in-kind replacement of existing individual decayed window parts;
- h. spot plastering for the purpose of maintenance or repair;
- i. spot repair of exterior cladding and roofing, including in-kind replacement of decayed or rotten clapboards, shingles and slates; and installation of weatherproofing underneath new siding;
- j. cleaning and maintenance of chimney, fire boxes, flue and hearths;
- k. repair or replacement of the existing security system, provided such repair or replacement is limited to existing penetrations through Protected Features;
- l. installation of bookshelves, additional cupboards and cabinetry;
- m. installation of a visually unobtrusive chimney cap;
- n. replacement of deteriorated or non-functioning hardware,
- o. installation of temporary scaffolding needed to assist workers in performing permitted activities;
- p. demolition, reconstruction or repair of the pergola and/or fence attached to the exterior of Shatswell Cottage;
- q. repair and replacement of existing skylights; and
- r. repair and replacement of existing bulkhead, or relocation of bulkhead to another location where it is visually unobtrusive.

4.3 Conditionally Approved Activities. The following activities are permitted, with the prior review and written approval of TPL, which shall only be granted upon a showing that the proposed activity minimizes damage, destruction or alteration of Protected Features. In conducting its review, TPL shall take into account the relative architectural and historic significance of the Protected Feature, the necessity and reasonableness of the proposed activity, and the practical realities of alternatives that minimize damage, destruction or alteration of Protected Features. Treatment methods that call for repair, rather than replacement, of Protected Features are preferred. If repair is infeasible or impracticable, then TPL shall allow for replacement, provided such replacement reasonably matches or is compatible with the original in terms of material, design, size, configuration, color, texture and other visual qualities. Replacement of missing architectural elements shall be based on archival evidence to the extent such evidence is available and applicable. If TPL does not approve a particular proposed activity, TPL shall so notify Owner in writing and include in its written notice an outline of reasonable alternatives, methods, materials or other conditions under which the permitted activity would be approved. Owner agrees that permitted activities will be conducted using methods and materials that are of high quality and craftsmanship. These conditionally permitted activities are:

- a. roof repair, including installation of slate or wood shingles, repair and replacement of flashing;
- b. installation or upgrading of heating, air-conditioning, electrical, telephone, cable, plumbing systems that will result in major appearance changes (for example, dropped ceilings, disfigured walls or floors, exposed wire, ducts and piping) and in the removal of substantial quantities of original plaster or other materials in the course of construction;
- c. systemic or major replacement of siding, and installation of weatherproofing of Owner's choice underneath the siding;
- d. repair and replacement of rotting or damaged exterior molding and trim;
- e. repair and replacement of deteriorated or rotting windows;
- f. repointing of chimney and interior fireboxes, installation of chimney flue lining, and installation of dampers;
- g. any construction, alteration, repair or other activity reasonably necessary for the health and safety of persons living in the Historic Buildings as a year round residence, including without limitation those activities related to, lead paint, and measures for the elderly or handicapped persons living in the Historic Buildings;
- h. installation of French doors and a wrought iron or wooden balcony at the second floor of the north elevation of the Collins-Lord House; and
- i. removal of paint and stain from interior and exterior woodwork, other than by hand-scraping and hand-sanding.

Section 5: KITCHEN ADDITION, WEST ADDITION AND BUILDING EXTENSIONS

5.1 Existing Kitchen and West Additions. While the Kitchen Addition and West Addition exist, (a) one additional skylight may be added to the Kitchen Addition similar

in size to the existing skylight; (b) the roof configurations of the Kitchen Addition and West Addition shall not be altered (except to as otherwise provided in this Agreement) without TPL's prior written approval; (c) any alteration to the roof material either shall reasonably match or be compatible with the existing roofing material of the Historic Buildings in color, texture and size; and (d) existing door and window elements may be replaced or relocated, provided that any new door or window element be constructed of wood with true-divided lights. Subject to the provisions of this Agreement, the Kitchen Addition may be extended or otherwise altered, but the West Addition may only be altered without extending it.

5.3 Extensions. "Extension" shall mean all construction attached to the Ross Tavern, Collins-Lord House and/or the Kitchen Addition, and any subsequent construction that attaches to any such addition. Prior to commencing construction of any proposed Extension, Owner shall submit to TPL for its review and approval specific plans to ensure that the proposed Extension:

- a. is located within the Buildable Area as shown on the diagram attached as Exhibit C;
- b. has a cornice or roof ridge no higher than the cornice and roof ridge existing at the Ross Tavern/Collins-Lord House;
- c. uses roof material that reasonably matches or is compatible with in color, texture and size, of the roof material existing at the time at the Ross Tavern/Collins-Lord House;
- d. has sidewall elements, including but not limited to siding, trimboards, window and door elements (but excluding the foundation and chimney), that are constructed of wood, and clad either with wood clapboards or wood shingles; and
- e. has a footprint so that the total footprints of all new extensions do not exceed 2500 square feet (exclusive of the square feet contained in the existing Kitchen Addition).

Such Extension shall be constructed in conformity with the plan approved by TPL, which approval shall be granted upon a showing that the proposed Extension (i) complies with 5.3 (a)–(e) and (ii) minimizes damage, destruction and alteration of Protected Features, if any, where it attaches to the Historic Buildings.

Section 6: DEMOLITION AND RELOCATION

6.1 Demolition. Except as otherwise provided herein, Owner shall not demolish or knowingly cause or permit to be demolished the Historic Buildings. The Kitchen Addition and West Addition may be demolished, provided that prior to such demolition, Owner shall consult with TPL on a plan to restore the sidewalls and foundations of the Ross Tavern and Collins-Lord Houses, using new materials that reasonably approximate the then-existing façade in terms of composition, design, size, configuration, color and texture.

- 6.2 Relocation.** No portion of the Ross Tavern, Collins-Lord House or Shatswell Cottage protected by this Agreement shall be moved, unless previously approved by TPL, directed by a governmental authority, or required by a taking by eminent domain.

Section 7: INSURANCE AND CASUALTY

7.1 Insurance. Owner, at its sole expense, shall keep the Historic Buildings insured against fire and casualty, with limits not less than the appraised value of the Historic Buildings. In addition, Owner shall retain comprehensive general liability insurance against claims for personal injury, death, and property damage with limits not less than one million dollars (\$1,000,000). Owner shall deliver to TPL, within ten (10) business days of TPL's written request therefor, certificates of such insurance coverage.

7.2 Casualty Damage. In the event of damage or destruction to one or more of the Historic Buildings caused by fire or other casualty and covered by Owner's insurance policy:

- a. Owner shall promptly notify TPL of such damage or destruction, and Owner and TPL shall each use his or its best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this paragraph 7.2 following the occurrence of any such damage or destruction and shall cooperate with one another and take all other reasonable action suitable to that end;
- b. Owner and TPL may agree on plans and specifications for stabilization, restoration, rehabilitation, or reconstruction of the damaged or destroyed structure and new construction in accordance with the terms of this Agreement, and Owner shall pay the cost of such rehabilitation; but in no event shall Owner be liable for an amount exceeding the amount of the casualty insurance proceeds recoverable as a result of such damage or destruction;
- c. In the event that less than a substantial majority of one or more of the Historic Buildings is damaged or destroyed, TPL may determine that stabilization of surviving Protected Features, together with new construction, is consistent with the Purposes and would be practical in light of the casualty insurance requirements of this Agreement, in which case such stabilization and new construction shall be completed by Owner, provided: (i) in no event shall Owner be liable for an amount exceeding the amount of the casualty insurance proceeds recoverable, and (ii) Owner submits plans and specifications for the stabilization and for new construction for TPL's prior written approval, which shall be granted upon TPL's determination that:

- i. the plans and specifications for stabilization shall call for reestablishing the structural stability of surviving Protected Features, using methods, materials and workmanship that minimize damage, destruction and alteration, detract as little as possible from the historic appearance of Protected Features, and may include reinforcement of load bearing members, arresting deterioration, and reestablishing weather resistant conditions;
 - ii. the plans and specifications for new construction may present a design that is contemporary in appearance, provided any design: (a) is compatible with surviving Protected Features in terms of size, scale, color, massing, and material, and (b) minimizes damage, destruction and alteration to Protected Features where it attaches; and
 - iii. plans and specifications for stabilization and new construction shall be prioritized in the following order: (i) secure, stabilize or prevent further damage to the structures remaining on the Property, (ii) stabilize surviving Protected Features, including structural elements of damaged buildings; (iii) reestablish weather resistant conditions; (iv) rebuild to serve as a private year-round residence, including replacing, reconstructing or repairing building systems; and (v) restore or reconstruct decorative details.
- d. In the event that more than a substantial majority of one or more of the Historic Buildings is damaged or destroyed, or TPL otherwise determines that stabilization of the damaged or destroyed Historic Building in accordance with the terms of this Agreement would be impractical, not consistent with the purpose of this Restriction, or otherwise infeasible, TPL shall notify Owner that Owner may alter, demolish, remove or raze the structure. Owner may thereafter construct a replacement structure, with TPL's prior written approval, which shall be granted upon a showing that the replacement structure is of similar size, massing and height to the destroyed Historic Building. This Agreement shall remain in full force and effect to the extent Protected Features survive.
- e. In the event that Owner notifies TPL in writing that it disagrees with TPL's conclusion regarding extent of damage, the parties shall participate in good faith in mediation before a mutually agreed mediator who has substantial education or experience regarding preservation of historically significant structures or artifacts within thirty (30) days of notice by Owner. Mediation shall occur in Boston, Massachusetts, and each party shall bear its own costs of mediation. If the parties cannot agree on one mediator, the parties shall request that the American Arbitration Association propose a list of mediators. If the parties are unable to agree upon a single mediator from that list, each party shall select one qualified mediator and the other two mediators so named shall within ten (10) days select a third qualified mediator.

Section 8: INSPECTION AND ENFORCEMENT

8.1 Inspection. TPL may inspect the Historic Buildings annually to ensure that Owner is in compliance with this Agreement. More frequent inspection may be conducted during periods of renovation or reconstruction. Such inspections shall be

made at reasonable hours, in the presence of Owner, and only after at least seven (7) days prior notice to the Owner. The failure of TPL to exercise this right of inspection for any period of time shall under no circumstances be construed as a waiver of such right.

8.2 Legal Remedies of TPL. The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that TPL may have no adequate remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to TPL. Provided that a violation of this Agreement is acknowledged by Owner or determined by a court of competent jurisdiction to have occurred, Owner covenants and agrees to reimburse TPL all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Agreement or in taking reasonable measure to remedy, abate any violation thereof. By its acceptance, TPL does not undertake any liability or obligation relating to the condition of the Property, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Agreement shall be enforced by TPL in its sole discretion. Nothing herein shall impose upon the TPL any affirmative obligation or liability relating to the condition of the Property. Failure by the TPL to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

Section 9: MISCELLANEOUS

9.1 Maintenance. TPL and Owner acknowledge that as of the date of this Agreement, the Historic Buildings are in a state of deferred maintenance. Owner agrees to maintain the Property in sound state of repair in order to prevent the dereliction or destruction of Protected Features through action or neglect in accordance with the Secretary of Interior's "Standards for the Treatment of Historic Properties", a copy of which is attached hereto as Exhibit D. TPL does not assume any obligation for maintaining, repairing or administering the Premises.

9.2 Binding Effect; Release; Recordation. The burden of this Agreement shall run with the Property in perpetuity, and shall be enforceable against the Owner. If circumstances arise (through condemnation or casualty or other causes) that render the purposes of the Agreement impossible to accomplish, this Agreement may be released, in whole or in part, by TPL pursuant to the procedures established by MGL chapter 184. This agreement shall be recorded by TPL in the appropriate Registry of Deeds.

9.3 Subsequent Transfers. Owner agrees to incorporate by reference the terms of this Agreement in any deed or other legal instrument by which Owner conveys any interest in the Property, including without limitation, a leasehold interest. Owner further agrees to give written notice to TPL of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of Owner to give such notice of transfer of

interest(s) shall not impair the validity of this Agreement or limit its enforceability in any way.

9.4 Written Notice and Approval. Whenever prior written approval by TPL is required under the provisions of this Agreement, Owner shall notify TPL in writing not less than forty-five (45) days prior to the date Owner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit TPL to make an informed judgment as to its consistency with the provision of this Agreement. Upon receipt of such notice, TPL shall grant or withhold its approval in writing within forty-five (45) days of receiving all requested information. The failure by TPL to act within forty-five (45) days of its receipt of any written request for TPL approval required under this Agreement shall be deemed to be approval of the entire request. Whenever prior written approval by TPL is required under this Agreement, TPL shall not unreasonably withhold, condition or delay such approval.

9.5 Assignment. TPL may assign this Agreement to the Massachusetts Historical Commission, the Society for the Protection of New England Antiquities, or to another governmental body or charitable organization or trust among the purposes of which is the maintenance and preservation of historic properties to be mutually agreed upon by the parties acting in good faith ("Assignee"). The Assignee may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that Assignee should cease to function in its capacity to preserve historic properties and provided Assignee consults with Owner prior to assigning this Agreement.

9.6 Interpretation. In any judicial proceeding where a determination of ambiguity is made, any general rule of construction notwithstanding, this Agreement shall be construed in favor of the grant to effect the goals of this Agreement.

9.7 Validity and Severability. The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

9.8 Captions. The captions used as headings for the various provisions of this Agreement are used only as matter of convenience for reference, and are not to be considered a part of this Agreement or used in determining the intent of the parties to this Agreement.

9.9 No Warranty. The approval by TPL of any action by Owner, including without limitation, the approval of the design of any alteration or construction, shall not constitute a warranty, representation or acknowledgment that any action taken in conformity with such approval shall comply with any law, regulation, order, ordinance, code or by-law or shall be suitable for any particular purpose, and Owner shall be solely responsible for its own actions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
under seal this 21st day of March, 2002

THE TRUST FOR PUBLIC LAND

By: [Signature]

Name: Francis W. Hatch III

Title: Regional Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 21, 2002

Then personally appeared the above-named Francis W. Hatch III, and
acknowledged the foregoing agreement to be the free act and deed of the Trust for Public
Land, before me,

Brenda M. Ferreira
Notary Public

My commission expires: July 26, 2002

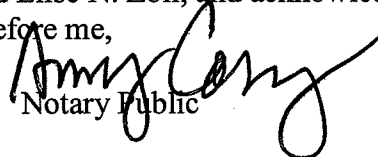

Elise N. Zoli

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

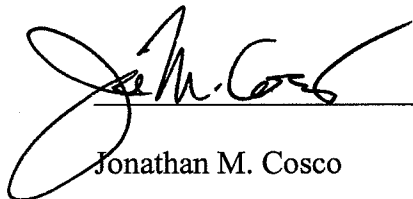
March 27, 2002

Then personally appeared the above-named Elise N. Zoli, and acknowledged the foregoing agreement to be her free act and deed, before me,


Notary Public

My commission expires:

Amy Conroy
NOTARY PUBLIC
My commission expires June 12, 2003


Jonathan M. Cosco

COMMONWEALTH OF MASSACHUSETTS

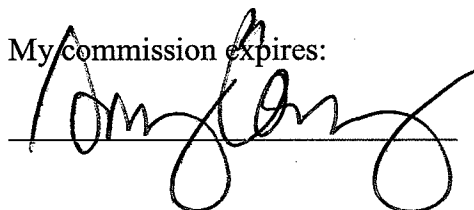
Suffolk, ss.

March 27, 2002

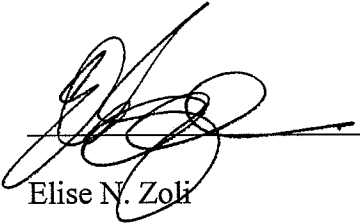
Then personally appeared the above-named Jonathan M. Cosco, and acknowledged the foregoing agreement to be his free act and deed, before me,

Notary Public

My commission expires:



Amy Conroy
NOTARY PUBLIC
My commission expires June 12, 2003

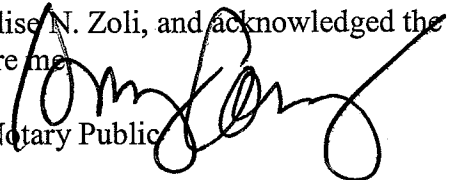

Elise N. Zoli

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

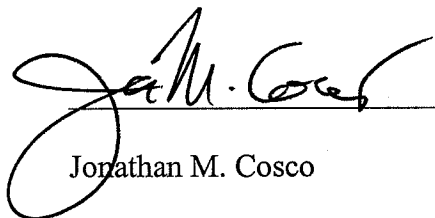
March 27, 2002

Then personally appeared the above-named Elise N. Zoli, and acknowledged the foregoing agreement to be her free act and deed, before me


Notary Public

My commission expires:

Amy Conroy
NOTARY PUBLIC
My commission expires June 12, 2003


Jonathan M. Cosco

COMMONWEALTH OF MASSACHUSETTS

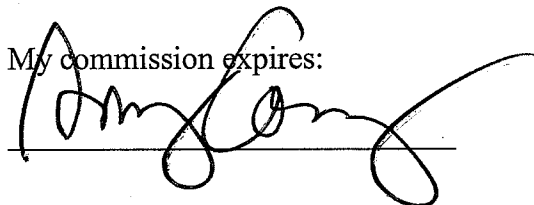
Suffolk, ss.

March 27, 2002

Then personally appeared the above-named Jonathan M. Cosco, and acknowledged the foregoing agreement to be his free act and deed, before me,

Notary Public

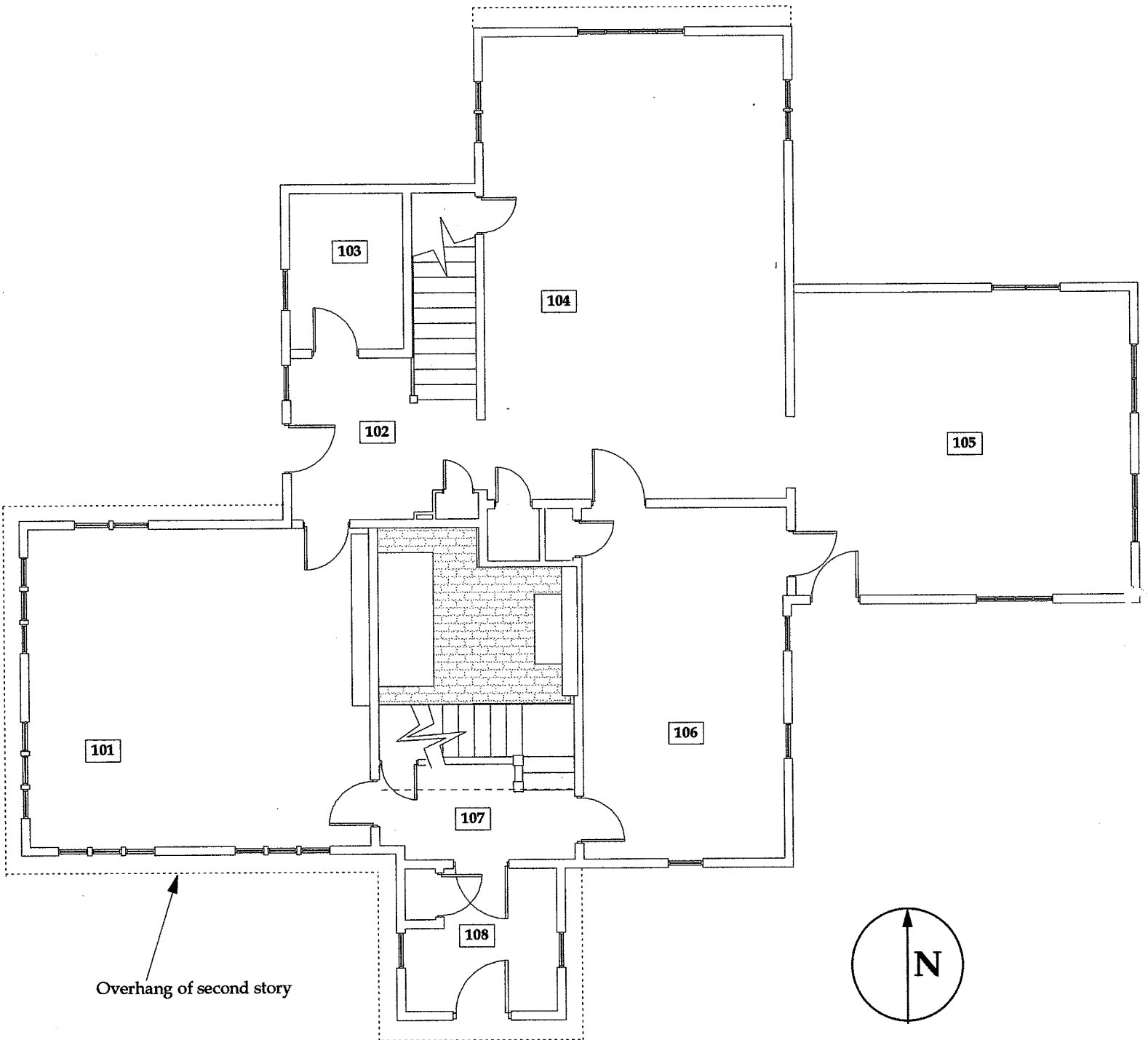
My commission expires:



Amy Conroy
NOTARY PUBLIC
My commission expires June 12, 2003

EXHIBIT B
Page 1

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14:57:00 OTHER Pg 16/21



ROSS TAVERN / COLLINS-LORD HOUSE
First Floor Plan
Scale: 1/8" = 1'
March 14, 2002

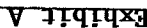
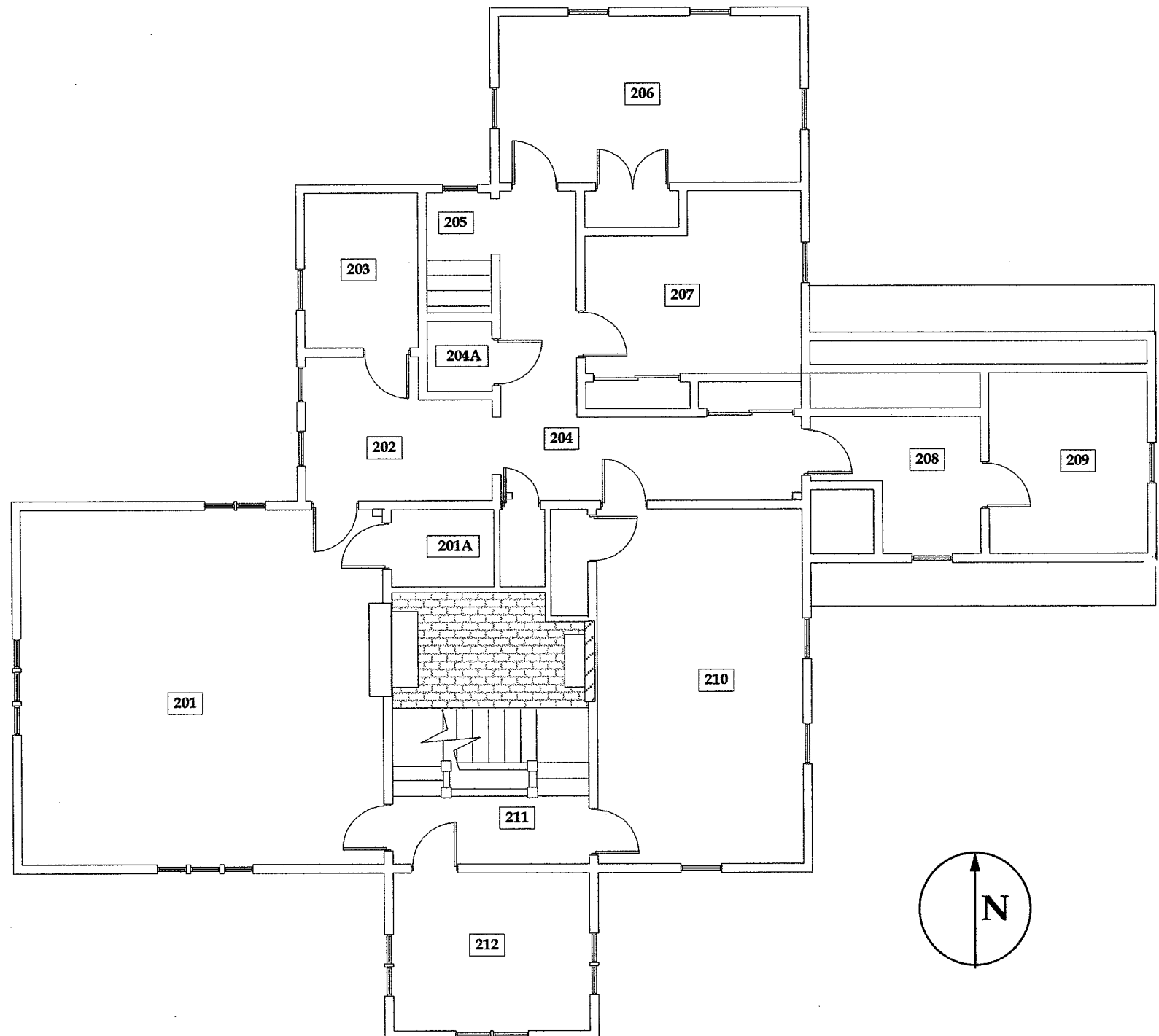


EXHIBIT B
Page 2

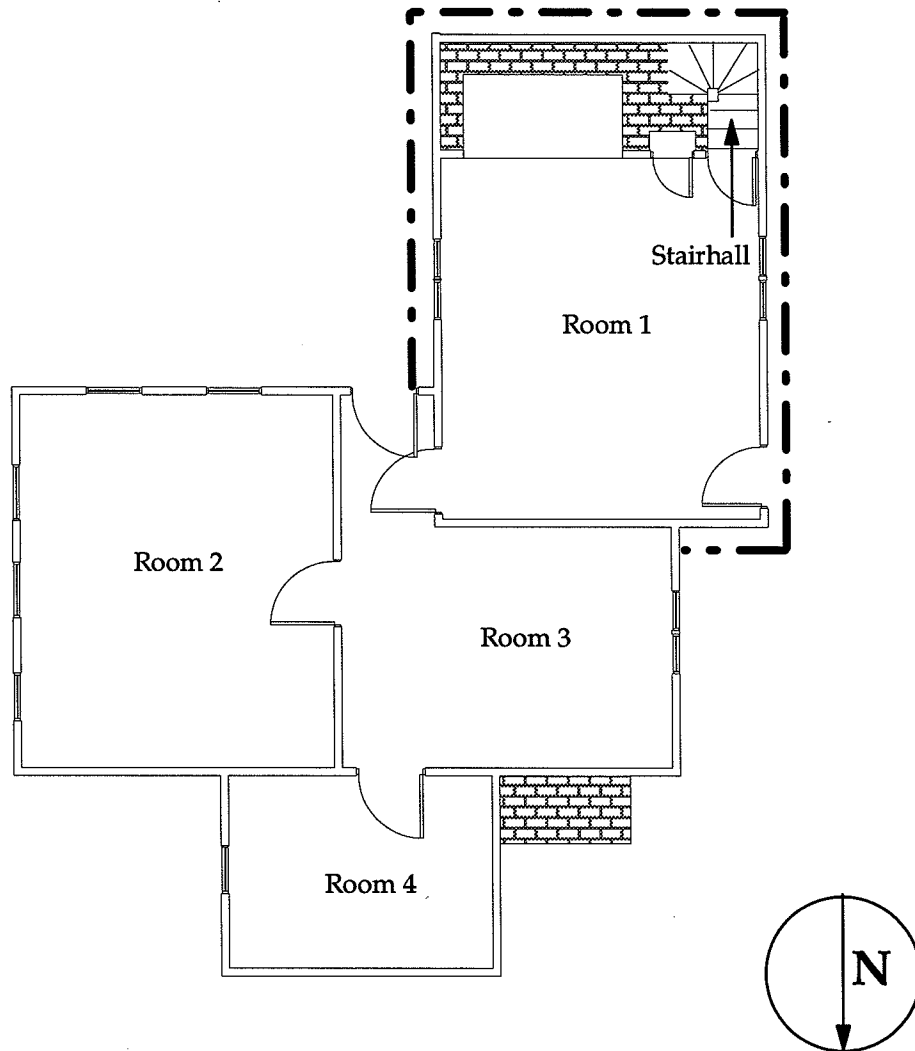
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ROSS TAVERN / COLLINS-LORD HOUSE
Second Floor Plan

Scale: 1/8" = 1'
March 14, 2002

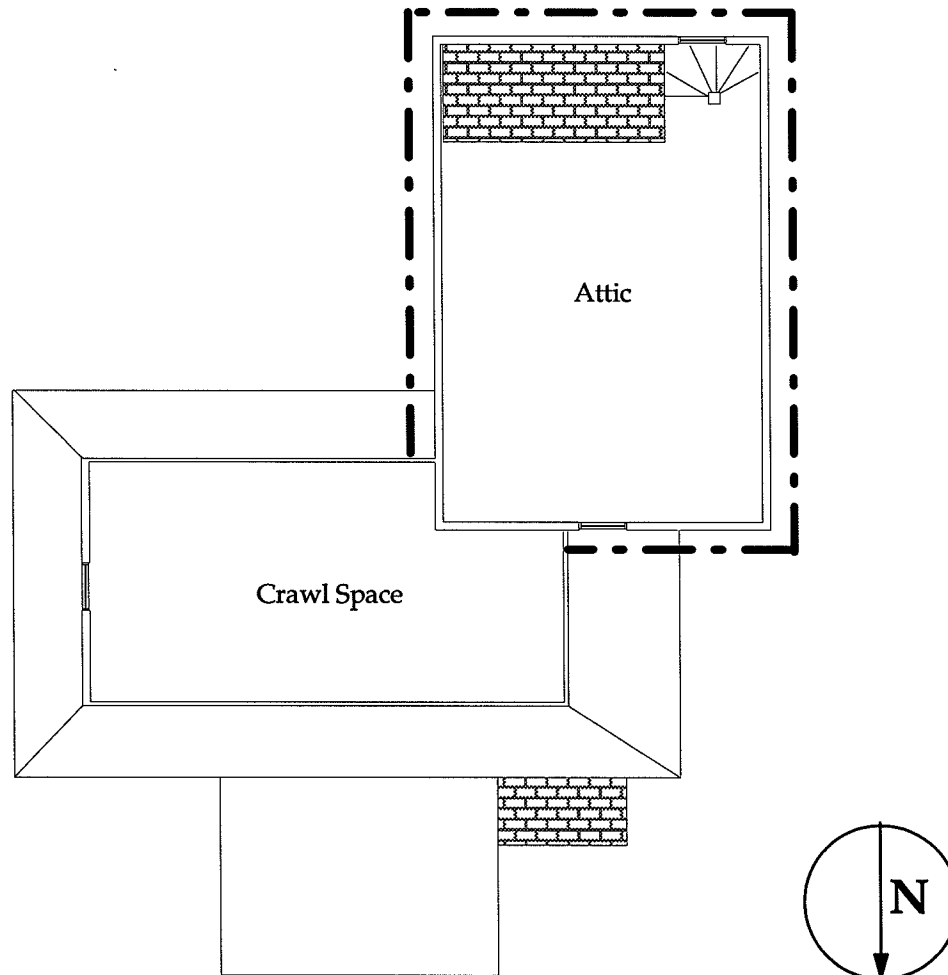
EXHIBIT B
Page 3



--- Indicates exterior facade
designated in Agreement
as "Protected Features"

SHATSWELL COTTAGE
First Floor Plan
Scale: 1/8" = 1'
March 14, 2002

EXHIBIT B
Page 4



— . — . — . Indicates exterior facade
designated in Agreement
as "Protected Features"

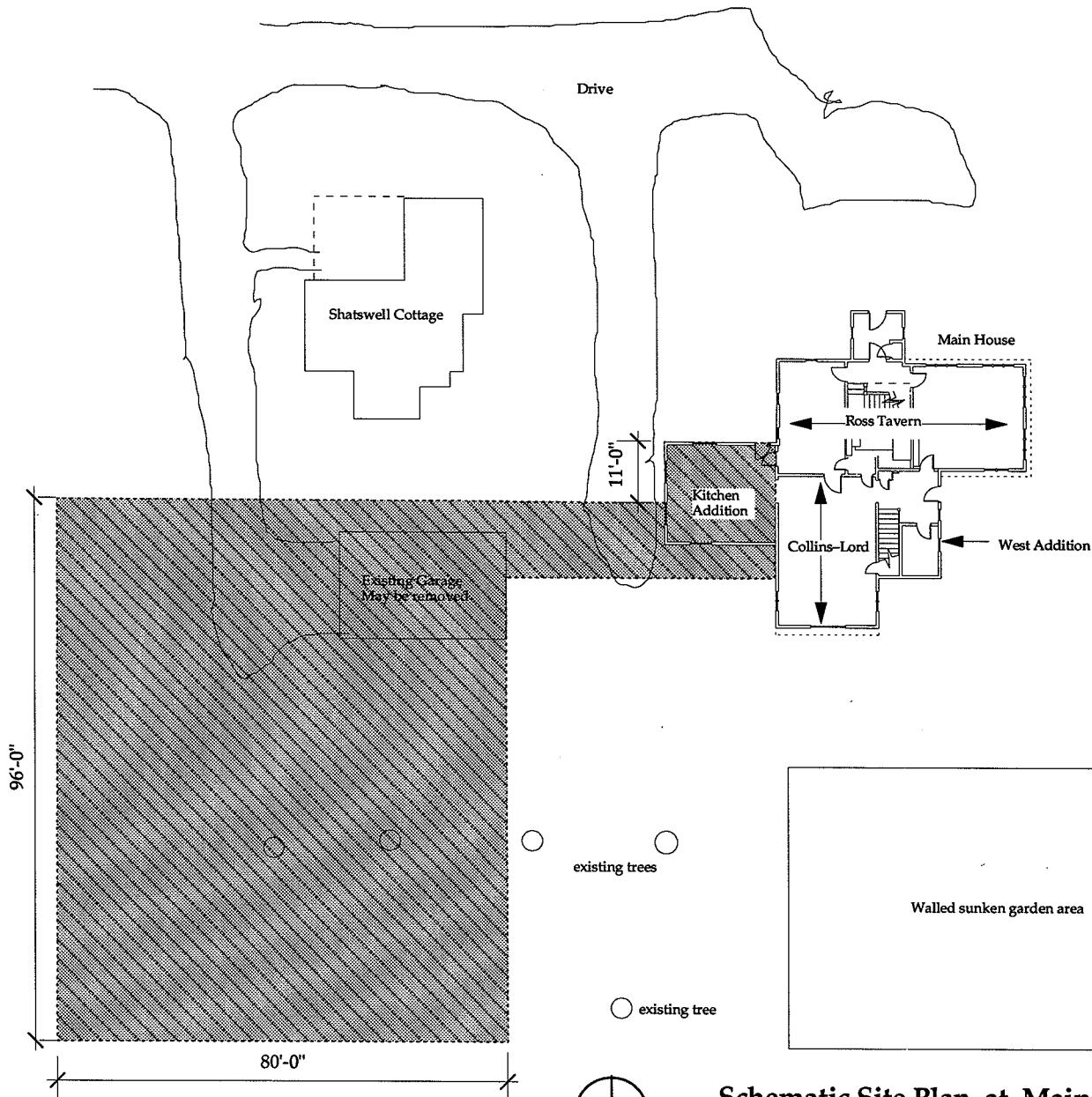
SHATSWELL COTTAGE
Attic Floor Plan
Scale: 1/8" = 1'
March 14, 2002

Existing barn
May be removed

EXHIBIT C
Page 1



Buildable Area (Area within which new construction is allowed subject to the Agreement. Total footprint of new construction, outside of existing area of Kitchen Addition, shall not exceed 2,500 square feet.)



Schematic Site Plan at Main House
Scale: 1" = 30' Location of features is approximate
March 14, 2002

Exhibit D

Secretary of the Interior's Standards for Historic Preservation Projects
General Standards for Historic Preservation Projects

The following general standards apply to all treatments undertaken on historic properties listed in the National Register.

1. Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.

4. Changes which have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment.

5. Distinctive architectural features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.

6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence from other buildings or structures.

7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any acquisition, stabilization, preservation, rehabilitation, restoration, or reconstruction project.