

PRESERVATION RESTRICTION  
AGREEMENT

Between the TOWN OF LEICESTER acting by and through the Leicester Historical Commission (Grantee) and [Insert name(s) of Grantor(s)] (Grantor)

Grantor does hereby irrevocably grant and convey unto the Grantee an agreement in gross and in perpetuity over the Property and the Buildings located at [Insert address] and shall be deemed as a binding servitude upon the Property.

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 Buildings, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the exterior facades of the Buildings, and any change in design or material thereof. Activities by Grantor to maintain the exterior of the Buildings which are minor in nature, shall not require Grantee's prior approval. The interpretation of what constitutes ordinary maintenance of a minor nature is governed by guidelines as provided by the Grantee. For purposes of this Agreement, the exterior facades of the Buildings shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows including sash and enframements, architectural trim, doors, gutters, downspouts, and associated hardware and visible details) which are in contact with the exterior of the Buildings. Subject to this restriction are any activities, including installation of electrical or mechanical equipment, the construction or alteration of any internal structural features that act as support for external surfaces, construction or alteration of which may alter the exterior appearance of the Buildings or threaten the structural stability or integrity of the exterior of the Buildings. The Buildings shall not be moved, demolished, removed without the prior approval of Grantee

2. Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in Section 1, Grantor shall submit to Grantee, for Grantee's approval, 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 thirty (30) 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 thirty (30) 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, so long as the request sets forth that a deemed approval shall occur if the Grantee fails to act within thirty (30) days thereof, provided that nothing herein shall be construed to permit Grantor from undertaking any of the activities prohibited hereunder.

3. 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 [insert Grantor's address], and if to Grantee at Leicester Town Hall, 3 Washburn Square, Leicester Massachusetts 01524 Attention: Leicester Historical Commission. Each party may change its

address set forth herein by a notice to such effect to the other party given pursuant hereto.

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

5. 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 Buildings 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 Buildings, 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 Buildings.