



OLD NORTH BRIDGE

# TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535  
CONCORD, MASSACHUSETTS 01742

## Select Board Meeting Revised Agenda

Monday, April 28, 2025 at 6:00 PM Hybrid

Town House, Select Board Meeting Room, 22 Monument Square and via Zoom

### Join Zoom Meeting

<https://us02web.zoom.us/j/83041947773?pwd=ijw1MudcPKOiXCP2BNXrCGVXuNijLb.1>

Meeting ID: 830 4194 7773

Passcode: 335709

US Toll-free 833 928 4609

	Time	Agenda Item
I.	6:00 PM	<i>Public Comment:</i> Public Comment is an opportunity for the public to address the Select Board on matters under consideration by the Select Board. Therefore, comments related to political campaigns are not appropriate. Public Comment is limited to up to 15 minutes, with no more than 3 minutes allocated to any one speaker. Public Comment is limited to items that are not on the agenda.
II.	6:15 PM	Consent Agenda: <ul style="list-style-type: none"> <li>i. Town Accountant Warrants: March 25, 2025; March 31, 2025; April 7, 2025</li> <li>ii. ARPA Update Report</li> <li>iii. Proclamation: Professional Municipal Clerks Week, May 4-May 10, 2025</li> </ul>
III.	6:15 PM	Select Board Nominations: <ul style="list-style-type: none"> <li>- <i>Nominate</i> Walter Clay of 675 Sudbury Road to the Historical District Commission as a full member for a term to expire January 1, 2030.</li> </ul> Select Board Appointment and Reappointments: <ul style="list-style-type: none"> <li>- <i>Appoint</i> Dorothy Ortner of 169 Thoreau Street #4 as the Town of Concord Representative to the Minuteman High School.</li> </ul>
IV.	6:15 PM	Discuss and Approve the Recording of Affordable Housing Restrictions at the Registry of Deeds.  Presenter: Liz Rust, Director, Regional Housing Services Office
V.	6:25 PM	Discuss and Approve Conservation Restriction over the 6-acre Assabet River Bluff parcel at 2B Upland Road.  Presenter: Delia Kaye, Natural Resources Director

VI.	6:30 PM	Discuss and Approve Lease Agreement  Placeholder: Megan Zammuto, Deputy Town Manager
VII.	6:45 PM	Discuss Peabody School Operating Costs and Property Use.  Presenter: Kerry Lafleur, Town Manager
VIII.	7:00 PM	Discuss and Acknowledge Notification of CCRSD Excess and Deficiency Account status forecast.  Presenter: Kerry Lafleur, Town Manager
IX.	7:15 PM	Discuss Recommendations on Annual Town Meeting Warrant Articles.  Presenter: Mark Howell, Select Board Chair pro Tempore
X.	7:55 PM	Chair's Report Proclamation received from Concord, California Proclamation received from Concord Township, Lake County, Ohio Proclamation from House of Representatives, State of Tennessee
XI.	8:00 PM	Town Manager's Report
XII.	8:05 PM	Select Board Liaison Reports
XIII.		Adjournment

*\* Times are approximate and subject to change*

### Upcoming Meetings:

Monday, May 5, 2025

Monday, May 12, 2025

Monday, May 19, 2025 (if needed)



The Town of Concord endeavors to make public meetings accessible to all members of the community. To request a meeting accommodation or modification, please contact our ADA Coordinator Jessica Porter at [jporter@concordma.gov](mailto:jporter@concordma.gov) or at 978-318-3028. Please make any requests for accommodation or modifications at least two (2) business days prior to the scheduled meeting.



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST  
**Monday, April 28, 2025**

**1**

## Call to Order Select Board Meeting

**Requested by: SB Chair**

**Action Sought: Call to Order**

### Proposed Motion(s)

Public Comment

*Public Comment:* Public Comment is an opportunity for the public to address the Select Board on matters under consideration by the Select Board. Therefore, comments related to political campaigns are not appropriate. Public Comment is limited to up to 15 minutes, with no more than 3 minutes allocated to any one speaker. Public Comment is limited to items that are not on the agenda.

### Additional Information

### Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

**2**

## Consent Agenda

**Requested by: SB Chair**

**Action Sought: Approve**

### Proposed Motion(s)

Motion: Move to Approve Consent Agenda:

Consent Agenda:

- i. Town Accountant Warrants: March 25, 2025; March 31, 2025; April 7, 2025
- ii. ARPA Update Report
- iii. Proclamation: Professional Municipal Clerks Week, May 4-May 10, 2025

Select Board Nominations:

- Nominate Walter Clay of 675 Sudbury Road to the Historical District Commission as a full member for a term to expire January 1, 2030.

### Board Action


COMMONWEALTH OF MASSACHUSETTS  
TOWN OF CONCORD  
SELECT BOARD

**PROCLAMATION**

**PROFESSIONAL MUNICIPAL CLERKS WEEK  
MAY 4 - MAY 10, 2025**

- WHEREAS** The Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world,
- WHEREAS** The Professional Municipal Clerk is the oldest among public servants,
- WHEREAS** The Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels,
- WHEREAS** Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all,
- WHEREAS** The Professional Municipal Clerk serves as the information center on functions of local government and community,
- WHEREAS** Professional Municipal Clerks continually strive to improve the administration of the affairs of the Town through participation in education programs, seminars, workshops and town meetings, and
- WHEREAS** It is most appropriate that we recognize the accomplishments of the Town's Professional Municipal Clerk.
- NOW THEREFORE,** We do recognize the week of May 4 through May 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Kaari Tari, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



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\_\_\_\_\_  
\_\_\_\_\_

CONCORD SELECT BOARD

*Proclaimed this 28th day of April 2025*



## TOWN OF CONCORD HISTORIC DISTRICTS COMMISSION

141 KEYES ROAD, CONCORD, MA 01742  
TEL. (978) 318-3290 FAX (978) 318-3291

To: Cameron McKennitt, Select Board Liaison, Historic Districts Commission  
From: Kate Chartener, Chair, Historic Districts Commission  
Date: 27 January 2025  
Re: Select Board Agenda Request: Natural Resources Commission (NRC) nomination of  
Walter Clay as a full member of the Historic Districts Commission (HDC)

The HDC has the following request for a Select Board Agenda item:

Please recommend that the Select Board appoint Walter Clay as a Full Member of the Historic Districts Commission, with a term to expire on January 1, 2030, as nominated by the Natural Resources Commission.

### Background

The Natural Resource Commission is one of five HDC nominating entities described in the Concord Historic Districts Act, and the Select Board is the appointing authority.

At the Natural Resources Commission meeting on January 8, 2025, the NRC nominated Walter Clay as a Full member of the Historic Districts Commission, with a term to expire on January 1, 2030.

Mr. Clay is currently an Associate Member of the HDC (through January 1, 2028). He joined the HDC in January 2023 to complete an unexpired term. He has contributed his considerable knowledge and experience in the stewardship of old houses at HDC meetings, which he reliably attends as an active participant.



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

**3**

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## **Select Board Appointments and Reappointments:**

**Requested by: SB Chair**

**Action Sought: Approve**

### **Proposed Motion(s)**

Select Board Appointment and Reappointments:

- Appoint Dorothy Ortner of 169 Thoreau Street #4 as the Town of Concord Representative to the Minuteman High School.

### **Board Action**

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

**4**

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**Discuss and Approve the Recording of Affordable Housing Restrictions at the Registry of Deeds.**

**Requested by: SB Chair**

**Action Sought: Approval**

**Proposed Motion(s)**

Motion: Move to Approve the recording of Affordable Housing Restrictions at the Registry of Deeds.

**Additional Information**

**Board Action**



# Regional Housing Services Office

*Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Natick, Sudbury, Wayland, and Weston*

Office Address: 37 Knox Trail, Acton, MA 01720  
Phone: (978) 287-1092

Website: [WWW.RHSOhousing.org](http://WWW.RHSOhousing.org)  
Email: [INFO@RHSOhousing.org](mailto:INFO@RHSOhousing.org)

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**April 24, 2025**

**To: Select Board,**  
**From: Liz Rust, RHSO for the CHDC**  
**RE: Assabet River Homes – acceptance of housing restrictions**

This agenda item is specifically to accept the Affordable Housing Restriction on 406 Old Marlboro Road, and the Affordable Housing Restriction on Forest Ridge.

## **Assabet River Homes (ARH) – current status**

The Assabet River Homes is the 5-unit condominium development in process as part of the larger Assabet River Bluff town project, comprised of three new construction ownership homes developed by Habitat for Humanity of Greater Lowell and 2 rental apartments in the renovated duplex at 406 Old Marlboro Road to be owned by the Concord Housing Authority.

Currently, the ARH extensive project team are working towards closing mid-May create the condominium and simultaneously transfer the duplex at 406 Old Marlboro Road to the Concord Housing Authority and lease the remaining units to Habitat. The parties have been working closely to renovate the 406 Old Marlboro Road property and prepare for this complex closing.

Site work is about to begin. Last week, a ribbon cutting ceremony was held with Habitat for Humanity of Greater Lowell, Concord Housing Development Corporation (land owner), Concord Housing Authority, and attended by Concord Boards, Committees and residents such as the Concord Select Board, Concord Community Preservation Committee, and Concord Housing Foundation and supported by staff from the Regional Housing Services Office (RHSO) and Town staff from the Department of Planning and Land Management including the Natural Resources and Planning Divisions.

## **Background**

In August of 2022, the Town of Concord and the Concord Housing Development Corporation purchased the 7-acre property near the Assabet River and the Bruce Freeman Rail Trail for \$2,800,000. Six of the seven acres are designated as open space, and one acre is set aside for affordable housing. Sudbury Valley Trustees and the Concord Conservation Land Trust assisted with fundraising and public outreach initiatives creating a conservation restriction to provide an additional layer of protection for the open space property.

With support from the Town, CHDC was issued a permit for the development of 5 units. Then (through RFP) selected Habitat as the developer. In 2023, the Town Meeting approved \$500,000 for the project to CHDC. With Habitat as developer, the CHDC was granted \$1,000,000 for development from CMAHT.

## **Affordable Housing Restrictions**

The rental units and the ownership units will be regulated under two different programs, and thus two different forms of restrictions. The ownership units will be regulated under the Local Initiative Program (LIP) and those documents will be presented to the Select Board this fall.



# Regional Housing Services Office

*Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Natick, Sudbury, Wayland, and Weston*

Office Address: 37 Knox Trail, Acton, MA 01720

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Email: [INFO@RHSOhousing.org](mailto:INFO@RHSOhousing.org)

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The Rental Units will be managed by the Concord Housing Authority under the HUD Section 8 Project Based Assistance program, joining other CHA units in this program. Through this program, the tenants in these apartments pay 30% of their income towards the rent, and HUD pays the rest, up to a set amount based on the market. The HUD funding is provided through the HAP Contract, which is approved in 20-year terms. Unlike other Section 8 programs, the Project Based vouchers stay with the property and do not travel with the tenant.

The Affordable Housing Restriction presented restricts the entire one-acre parcel, as it exists now. The plan is to record this restriction prior to the closing. Subsequently, after the closing when the parcel becomes condominium units, the restriction will be amended to restrict only the 406 Old Marlboro Road unit, as owned by the Concord Housing Authority.

The votes for the Select Board include:

1. To approve and accept the Affordable Housing Restriction for 406 Old Marlboro Road
2. To approve the amendment to the restriction as noted above
3. To accept the Affordable Housing Restriction for 78 Forest Ridge by the Concord Housing Authority

The exact motions and supporting documents are attached, as prepared by Town Counsel.



**RECORD VOTE OF  
THE TOWN OF CONCORD SELECT BOARD  
\_\_\_\_\_, 2025**

At a duly called public meeting of the Select Board of the Town of Concord on \_\_\_\_\_, 2025, the Select Board voted as follows:

To approve that certain Affordable Housing Restriction from Concord Housing Development Corporation for 406 Old Marlboro Road, substantially in the form presented to the Select Board at such meeting, with such additional changes as may be approved by the Town Manager in consultation with town counsel, and to authorize the Town Manager to accept the same on behalf of the Select Board; and

To approve that certain Amendment to such Affordable Housing Restriction, substantially in the form presented to the Select Board at such meeting, with such additional changes as may be approved by the Town Manager in consultation with town counsel, and to authorize the Town Manager to accept the same on behalf of the Select Board;

TOWN OF CONCORD  
SELECT BOARD

\_\_\_\_\_  
Mary Hartman, Chair

\_\_\_\_\_  
Mark Howell, Clerk

\_\_\_\_\_  
Terri Ackerman, Member

\_\_\_\_\_  
Cameron McKennitt, Member

\_\_\_\_\_  
Wendy Rovelli, Member

ACCEPTANCE OF AFFORDABLE HOUSING RESTRICTION BY TOWN OF CONCORD

The above Affordable Housing Restriction is hereby accepted by the Town of Concord this  
\_\_\_\_\_ day of \_\_\_\_\_ 2025.

By: \_\_\_\_\_  
Name: Kerry A. Lafleur  
Title: Town Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Kerry A. Lafleur, proved to me through satisfactory evidence of identification, which was personal knowledge, 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, as Town Manager of the Town of Concord, Massachusetts.

\_\_\_\_\_  
Notary Public  
My commission expires:

**RECORD VOTE OF  
THE TOWN OF CONCORD SELECT BOARD  
\_\_\_\_\_, 2025**

At a duly called public meeting of the Select Board of the Town of Concord on \_\_\_\_\_, 2025, the Select Board voted as follows:

To approve that certain Affordable Housing Restriction granted by CHA Local Properties LLC for the benefit of the Town of Concord acting by and through its Select Board dated as of May 2024 and approved by the Executive Office of Housing and Livable Communities on May 28, 2024, being recorded with the Middlesex South District Registry of Deeds in Book 82989, Page 173, and to authorize the Town Manager to accept the same on behalf of the Select Board.

TOWN OF CONCORD  
SELECT BOARD

\_\_\_\_\_  
Mary Hartman, Chair

\_\_\_\_\_  
Mark Howell, Clerk

\_\_\_\_\_  
Terri Ackerman, Member

\_\_\_\_\_  
Cameron McKennitt, Member

\_\_\_\_\_  
Wendy Rovelli, Member

Property Address: 78 Forest Ridge Road, Concord, MA

ACCEPTANCE OF AFFORDABLE HOUSING RESTRICTION BY TOWN OF CONCORD

78 Forest Ridge Road, Concord, MA

The Affordable Housing Restriction granted by CHA Local Properties LLC for the benefit of the Town of Concord acting by and through its Select Board dated as of May 2024 and approved by the Executive Office of Housing and Livable Communities on May 28, 2024, being recorded with the Middlesex South District Registry of Deeds in Book 82989, Page 173, is hereby accepted by the Town of Concord this \_\_\_\_ day of \_\_\_\_\_ 2025.

By: \_\_\_\_\_

Name: Kerry A. Lafleur

Title: Town Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Kerry A. Lafleur, proved to me through satisfactory evidence of identification, which was personal knowledge, 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, as Town Manager of the Town of Concord, Massachusetts.

\_\_\_\_\_  
Notary Public

My commission expires:

**AFFORDABLE HOUSING RESTRICTION**  
406 Old Marlboro Road, Concord, Massachusetts 01742

This Affordable Housing Restriction (this “Restriction”), dated as of March \_\_, 2025 (the “Effective Date”) is granted by **CONCORD HOUSING DEVELOPMENT CORPORATION**, a Massachusetts non-profit corporation, having an address of 141 Keyes Road, Concord, Massachusetts 01742 (the “Grantor”) for the benefit of the **TOWN OF CONCORD**, a municipal corporation in the Commonwealth of Massachusetts, acting by and through its Select Board, having a usual place of business at 22 Monument Square, Concord, Massachusetts 01742 (the “Town”).

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**BACKGROUND**

- A. Pursuant to that certain quitclaim deed dated as of August 9, 2022 and recorded with the Middlesex South District Registry of Deeds (the “Registry”) at Book 80551, Page 355, the Grantor owns a certain parcel of land shown as "Lot 2A" on a plan entitled, "Subdivision Approval Not Required Plan of Land 2B Upland Road & 406 Old Marlboro Road" dated June 9, 2022 prepared by GCG Associates, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan 532 of 2022, which is more particularly described on Exhibit A attached hereto (the “Property”).
- B. As a condition of the Grant, the Grantor has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any successor to the Grantor, as owner thereof.

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**RESTRICTIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

- 1. **Definitions.** Capitalized terms used herein are defined herein and in Exhibit C attached hereto.
- 2. **Use Restrictions.** The Property shall be reserved and used for the purpose of two (2) residential dwelling units (the “Units”), and for no other purpose (the “Permitted Uses”). The Property shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. The Property shall meet the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973) and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act). Throughout the term hereof, the Grantor shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, codes, permits, approvals, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

**3. Occupancy Restrictions.** The following restrictions shall apply during the term of this Restriction.

- A. Rent.** The Property shall be leased exclusively to Moderate Income Families. The monthly rent charged to a Family occupying the Property shall not exceed one-twelfth of thirty percent (30%) of eighty percent (80%) of the Bedroom Adjusted AMI, minus, if applicable, an allowance established by the Grantor and approved by the Town for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in the Property who qualified as a Moderate Income Family at the time of such Family's initial occupancy at the Property shall continue to be treated as an income-qualified Family (a "Qualified Family") so long as such Family's Household Income does not exceed one hundred forty percent (140%) of eighty percent (80%) of the Family-size Adjusted AMI. If such Family's Household Income exceeds one hundred forty percent (140%) of eighty percent (80%) of the Family-size Adjusted AMI, such Family shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as a Qualified Family and must pay as monthly rent the Over-income Rent.
- B. Applicable Lease Term, Change of Status.** References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income. If, with the Town's consent, the Grantor does not require that a lease be signed for the Property (e.g., a property providing short-term transitional housing), the provisions set forth above shall apply, except that the applicable date on which a Family's income-qualified status and/or applicable rent restriction is modified shall be the first day of the month that is at least thirty (30) days following the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income.
- C. Federal or State Rental Subsidy.** If the Property or the Family occupying the Property receives federal or state rental subsidy, then the Family's contribution towards rent shall be the contribution allowable under the federal or state rental subsidy program and the maximum rent (i.e., tenant contribution plus rental subsidy shall be the rent allowable under the federal or state rental subsidy program).

**4. Rent Schedule.** Except as is set forth in Section 3.C, projected initial monthly maximum rents including utilities for the Property shall be as set forth in Exhibit B attached hereto. If permitted maximum rents and utility allowances as reflected in the annual schedule of rents and utility allowances issued by the Grantor and approved by the Town increase prior to initial occupancy of the Property, the initial monthly maximum rents and utility allowances shall be as set forth in the latest schedule issued by the Grantor and approved by the Town. Notwithstanding the rent restrictions set forth in Section 3 above, the maximum monthly rent permitted to be charged for the Property at any particular income level is not required to be lower than the maximum rent applicable at such income level pursuant to Exhibit B or such higher initial maximum rent applicable at such income level pursuant to the immediately

preceding sentence, regardless of changes in fair market rents or in median income over time (subject only to the restrictions applicable in the event of any federal or state subsidy, as set forth in Section 3 above). Rents for the Property shall not be increased above applicable maximums without the Town's prior written approval of a specific request by the Grantor for a rent increase, except for increases implemented in accordance with an annual schedule of maximum rents and allowances issued by the Grantor and approved by the Town or pursuant to Section 3.C above. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by the Grantor to all affected Residents and notwithstanding any provision in a lease or occupancy agreement to the contrary, in the event of any increase in the rent payable by such Residents in connection with an increase in the income of such Residents, consistent with the terms hereof, the Residents shall have the right to terminate their lease or occupancy agreement by written notice to the Grantor delivered within such thirty-day period.

**5. Resident Selection.**

- A. Nondiscrimination.** The Grantor shall not discriminate on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease, use and occupancy of the Property or in connection with the employment or application for employment of persons for the operation and management of the Property. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Property to, a holder of a certificate or voucher under any government voucher program because of the status of the prospective tenant as a holder of such certificate, voucher.
- B. Selection Policies.** The Grantor shall adopt and submit to the Town for approval resident selection policies and criteria and an affirmative marketing plan for the Property that are consistent with the purpose of providing housing for a Moderate Income Family, as defined below and required herein, are reasonably related to the prospective tenants' ability to perform the obligations of the Grantor's form lease, provide for the selection of prospective tenants from a written waiting list in the chronological order of their application, insofar as practicable, and the prompt written notification to any rejected applicant of the grounds for any rejection, which comply with any guidelines and restrictions of The Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") and (during any period during which the Property receives a federal rental subsidy) HUD, as amended from time to time, and which comply with all applicable statutes, regulations and executive orders. The Grantor's marketing plan and resident selection policies and criteria shall be adhered to in every material respect and any changes thereto shall be subject to the prior written approval of EOHLC, as needed, and the Town.

**6. Lease Form.** The Grantor shall not include in any lease for the Property any of the following provisions:

- A. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Grantor in a lawsuit brought in connection with the lease.
- B. Agreement by the tenant that the Grantor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning the disposition of personal property remaining in the Property after the tenant has moved out of the Property. The Grantor may dispose of such personal property in accordance with state law.
- C. Agreement by the tenant not to hold the Grantor or the Grantor's agents legally responsible for any action or failure to act, whether intentional or negligent.
- D. Agreement of the tenant that the Grantor may institute a lawsuit without notice to the tenant.
- E. Agreement by the tenant that the Grantor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- F. Agreement by the tenant to waive any right to a trial by jury.
- G. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- H. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Grantor against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for the Property shall be consistent with the requirements set forth herein, shall be on a form reasonably approved by the Town, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the Resident and the Grantor, subject to the Town's program requirements) and shall require tenants to provide information required for the Grantor to meet its reporting requirements hereunder. The Grantor may not terminate the tenancy except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; or (iv) for other good cause including, without limitation, a change in Family composition that results in the Family being over-housed or under-housed, for fraud or for failure to comply with accurate and timely income reporting requirements pursuant to the Family's lease. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Grantor's service on the tenant of a written notice specifying the grounds for the action.

**7. Transfer Restrictions.** The Grantor shall not sell, transfer, convey, rent (except for leases or occupancy agreements made in connection with the Permitted Uses that are substantially in the form approved by the Town), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any direct or indirect interests in the Grantor, without the express written permission of the Town. Without limiting the generality of the foregoing, the Permitted

Encumbrances are hereby approved by the Town. In connection with any transfer requiring the consent of the Town, the Grantor shall provide such information to the Town as the Town may reasonably request. Notwithstanding the foregoing, the Holder consents to the transfer of the Restricted Unit (as defined in Section 25 below) to CHA Local Properties LLC (“CHA”) subject to CHA’s assumption of the Grantor’s obligations hereunder.

**8. Term of Restrictions; Covenants to Run with Land.** The term of this Restriction shall be in perpetuity. Notwithstanding any provision to the contrary herein or in the Grant Agreement, this Restriction shall remain in full force for the full term set forth herein including any extension, notwithstanding any prepayment of the Grant. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holder and its successors and assigns as permitted herein.

**9. Subsequent Conveyances.** Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restriction.

**10. Income Verification.** The Grantor represents, warrants and covenants that the determination of whether a Family occupying the Property meets the income requirements set forth herein shall be made by the Grantor at the time of leasing of the Property and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family. If the Property or the Family occupying the Property receives federal or state rental subsidy, then the Grantor shall make a determination of the whether a Family occupying the Property meets the income requirements set forth herein based on the procedures required under the federal or state rental subsidy program.

**11. Reporting Requirements.**

**A. Annual Report.** Annually, no later than June 30, Grantor shall submit to the Town an annual report consisting of the following:

- (i) A certification of the annual adjusted income of each Family occupying the Property, and whether it meets the requirements hereunder, which information the Town shall keep confidential to the extent permitted by applicable law.
- (ii) Monthly gross rents (rents plus utility allowances, if applicable) for the Property, such rents to be consistent with the schedule of maximum rents published annually by the Town. The rent schedule shall include the maximum rents applicable to the Property under Section 3 as well as the actual rents to be charged to over-income Families under Section 3.
- (iii) The Grantor’s certification, made to the best knowledge and belief of the officer or individual signing such certification, that:

- (a) The Property continues to be used for the Permitted Uses.
  - (b) The Property continues to comply with the rent and other restrictions applicable to the Property.
  - (c) Grantor has not transferred, pledged or encumbered any interest in the Property, except as specifically provided in, and in accordance and compliance with the terms of, this Restriction.
  - (d) Grantor has caused the Property to be maintained in a manner consistent with all applicable statutes, regulations and guidelines and no children under six years old reside in or occupy the Property within the meaning of the Lead Paint Law or, if such children do reside in or occupy the Property, that the Property is in compliance with the Lead Paint Law.
  - (e) The information submitted pursuant to this Section A is true and accurate.
- B. Confidentiality.** The Town and the Grantor shall treat as confidential any of the foregoing information relating to a specific Resident or the Property in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but the Town and the Grantor may release general statistical and other information about the Property, so long as the privacy rights and interests of the individual Residents are protected). The Town and the Grantor shall not use any of the foregoing information in Section A.(iii) for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause the Town or Grantor to be considered a “consumer reporting agency” under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).
- C. Additional Reports.** Grantor shall prepare and submit to the Town such additional reports as the Town may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.
- D. Records.** The Grantor shall maintain as part of its records (i) copies of all leases of the Property; (ii) all initial and annual income certifications by Residents of the Property and (iii) such additional records as the Town may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.
- E. Additional Reporting Requirements.** Additional reporting requirements are stipulated in the Grant Agreement.
- 12. No Demolition.** The Grantor shall not demolish any part of the Improvements or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Property or construction of a new project on the Property, in either case subject to the prior written consent of the Town, which consent may be granted or withheld in the Town’s sole judgment.
- 13. Casualty.** The Grantor represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) will use its best efforts to repair and restore the Property to substantially

the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Property shall thereafter continue to operate in accordance with the terms of this Restriction.

**14. Inspection.** The Grantor hereby grants to Holder and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Restriction or any other agreement between the Grantor and Holder and (b) after thirty (30) days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

**15. Enforcement.** Upon violation by the Grantor of any of the provisions of this Restriction that remains uncured for more than sixty (60) days after notice thereof from Holder (or for such longer period not to exceed sixty (60) days as shall be reasonably required under the circumstances to cure such violation, provided that the Grantor has commenced the cure of such violation within the initial sixty (60) day period and is thereafter diligently pursuing the cure to completion), Holder, at its option (without liability to any party for failure to do so), may apply to any court, state or federal, for specific performance of this Restriction or an injunction against any violation of this Restriction, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Restriction would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone. In each such default notice, the Holder giving such notice shall specify the violation in question and the actions such Holder believes are necessary and feasible to remedy such violation. No waiver by Holder of any breach of this Restriction shall be deemed a waiver of such breach by any other Holder or a waiver of any other or subsequent breach. No act or omission by Holder, other than a writing signed by it waiving a breach by the Grantor in accordance with the next Section hereof, shall constitute a waiver thereof. Holder shall be entitled to recover from the Grantor all of Holder's reasonable costs of an action for enforcement of this Restriction, including reasonable attorneys' fees (including the time of any in-house counsel of a Holder charged at the same rate as comparable outside attorneys). By its acceptance of this Restriction, no Holder undertakes any liability or obligation relating to the condition of the Property. Without limiting any other rights or remedies available to Holder, any transfer of all or any other portion of the Property in violation of the provisions hereof, in the absence of a certification from Holder approving, or waiving any restrictions with respect to, the same, all as set forth above, shall, to the maximum extent permitted by law, be voidable by Holder, by suit in equity to enforce the restrictions hereof.

**16. Compliance Certification.** Upon written request therefor, Holder shall provide a statement in form acceptable for recording certifying that the Grantor is in full compliance with the provisions hereof as relate to Holder, provided such Holder believes that the Grantor is so in compliance. Upon receipt of a written request therefor, if Holder shall believe that the Grantor is not so in compliance, such Holder shall provide such a recordable certification specifying in detail the section or sections hereof with which Holder believes the Grantor not to be in compliance. Any third party dealing with the Grantor may rely for all purposes on the truth and completeness of such a certification of Holder.

**17. Notices.** Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by any of the foregoing methods shall be deemed given upon documented receipt or refusal.

**18. Successors and Assigns; No Third-Party Beneficiaries.** This Restriction shall be binding upon the Grantor and its successors and assigns, and shall burden the Property as specified herein. This Restriction shall also be binding upon the Holder, and shall inure to the benefit of their successors and assigns, provided that Holder shall not voluntarily assign its rights hereunder unless (a) Holder believes in good faith that it is no longer reasonably capable of performing its duties hereunder, and (b) such assignment shall be to a governmental body or an entity of a similar character and purposes to Holder which is reasonably capable of performing such duties hereunder.

**19. Severability; Construction.** All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein.

**20. Governing Law.** This Restriction shall be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained herein have been imposed upon the Property in part to satisfy requirements of various governmental bodies referred to herein, including, without limitation, EOHLC, the restrictions contained herein are intended to be construed as a restriction held by a governmental body with the benefit of Section 26 of Chapter 184 of the Massachusetts General Laws as existing as of the date hereof, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law, but rather shall run for the full term thereof.

**21. Recording.** The Grantor, at its cost and expense, shall cause this Restriction and any amendment hereto to be duly recorded with the Registry (and if necessary or appropriate, re-recorded), shall pay or cause to be paid all recording, filing, or other taxes, fees and charges and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Holder and their successors and assigns to enforce this Restriction.

**22. Further Assurances.** Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Grantor on behalf of itself

and its successors and assigns appoints Holder its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by Holder. The Grantor and the Holder intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

**23. Counterparts.** This Restriction may be executed in several counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument. In making proof of this Restriction, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Restriction is sought.

**24. Incorporation of Exhibits and Riders.** Any and all exhibits and riders attached hereto or otherwise referenced herein are hereby incorporated by reference, the same as if each were fully set forth herein.

**25. Amendment; Waiver.** This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of Holder. The parties acknowledge that the Grantor shall submit the Property to the provisions of M.G.L. c 183A and establish a four (4) unit condominium (the "Condominium") on the Property including one (1) unit consisting of the building in which the Units are located (the "Restricted Unit") and three (3) single family residences. Upon recording the Master Deed for the Condominium with the Registry, the Grantor shall convey the Restricted Unit to the CHA or its affiliate (the "Successor Grantor") at which time the Grantor, the Holder and the Successor Grantor shall execute an amendment hereto substituting the legal description of the Property for the description of the Restricted Unit substantially as described in Exhibit A hereto (with such minor changes as are reasonably necessary and mutually acceptable to the Grantor, the Holder, and the Successor Grantor) and providing for the Successor Grantor's assumption of the Grantor's obligations hereunder. By executing the Certificate of Approval attached hereto, EOHLIC hereby acknowledges and approves such amendment, without further action or acknowledgment of EOHLIC.

No documentary stamps are required as this Restriction is not being purchased by the Holder.

[Signature on Next Page]

Executed under seal as of the date set forth above.

**CONCORD HOUSING DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Julie McClure, Authorized Agent

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned notary public, personally appeared Julie McClure, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, as Authorized Agent of Concord Housing Development Corporation for its stated purpose as the voluntary act of Concord Housing Development Corporation.

\_\_\_\_\_

Notary Public

My commission expires:

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**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY**

A certain parcel of land shown as “Lot 2A” on a plan entitled, “Subdivision Approval Not Required Plan of Land 2B Upland Road & 406 Old Marlboro Road” dated June 9, 2022 prepared by GCG Associates, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan 532 of 2022. For title reference, see Deed recorded with the Middlesex South District Registry of Deeds in Book 80551, Page 355.

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**EXHIBIT B: PROJECTED INITIAL RENT SCHEDULE**

406 Old Marlboro Road, Unit A:

Gross Rent - \$1970, Utility Allowance - \$170, Net Rent - \$1800

406 Old Marlboro Road, Unit B:

Gross Rent - \$2,188, Utility Allowance - \$188, Net Rent - \$2000

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## EXHIBIT C: ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

"Area" shall mean Boston-Cambridge-Quincy, MA-NH HMFA.

"Bedroom Adjusted AMI" shall mean the median income for the Area, with adjustments for the number of bedrooms in the Property, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"CPA Guidelines" shall mean the bylaw of the Town accepting the provisions of Sections 3 through 7 of the CPA Statute, together with any guidelines issued by the Town regarding the CPA Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Program" shall mean the Community Preservation Fund grant program established by the Town under the CPA Statute under which the Town makes grants available to sponsors of certain types of affordable housing and for other purposes authorized by the CPA Statute.

"CPA Regulations" shall mean the informational Guidance Release 01-207 (September 2001), Informational Guidance Release 00-209 (December 2000) and any other bulletins, opinions, guidance or regulations relating to the CPA Statute issued or promulgated by the Commissioner of Revenue of The Commonwealth of Massachusetts, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Statute" shall mean Chapter 44B of the Massachusetts General Laws, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations), minus a monthly allowance established by the Town for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grant" shall mean the grant of funds from the Town to the Grantor pursuant to the CPA Program.

"Grant Agreement" shall mean the agreement between the Town and the Grantor evidencing the Grant.

"Holder" shall mean the Town, or, as applicable, each successor or assign of the foregoing.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

"HUD" shall mean the United States Department of Housing and Urban Development.

"Improvements" shall mean the Property, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Moderate Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Town of even or near date herewith.

"Residents" shall mean the lawful occupants of the Property.

Certificate of Approval  
Affordable Housing Restriction  
G.L. c. 184, §32

The undersigned Director of the Massachusetts Executive Office of Housing and Livable Communities, an agency duly organized and existing pursuant to M.G.L. chapter 23B § 1 as amended by chapter 7 of the Acts of 2023, or being the Director’s duly authorized designee, hereby certifies that the Affordable Housing Restriction made and declared by Concord Housing Development Corporation for the benefit of the Town of Concord and recorded with the Middlesex South County Registry of Deeds (the “Registry”) herewith, with respect to the following real property and improvements thereon in the Town of Concord, Massachusetts, described in a deed to Concord Housing Development Corporation recorded with the Registry at Book 80551, Page 355:

A certain parcel of land shown as “Lot 2A” on a plan entitled, “Subdivision Approval Not Required Plan of Land 2B Upland Road & 406 Old Marlboro Road” dated June 9, 2022 prepared by GCG Associates, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan 532 of 2022

is hereby declared to be in the public interest and is approved pursuant to the provisions of M.G.L. c. 184 §32.

Date: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Executive Office of Housing and Livable  
Communities

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose, as \_\_\_\_\_ of the Massachusetts Executive Office of Housing and Livable Communities.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

AMENDMENT TO AFFORDABLE HOUSING RESTRICTION  
406 Old Marlboro Road, Concord MA 01742

This Amendment to Affordable Housing Restriction (this "Amendment") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by **CONCORD HOUSING DEVELOPMENT CORPORATION**, a Massachusetts non-profit corporation, having an address of 141 Keyes Road, Concord, Massachusetts 01742 (the "Grantor"), **CHA LOCAL PROPERTIES LLC**, a Massachusetts limited liability company, having an address of 34 Everett Street, Concord, MA 01742 (the "Successor Grantor"), and the **TOWN OF CONCORD**, a municipal corporation in the Commonwealth of Massachusetts, acting by and through its Select Board, having a usual place of business at 22 Monument Square, Concord, Massachusetts 01742 (the "Town").

WHEREAS, Grantor is the Grantor under that certain Affordable Housing Restriction dated as of \_\_\_\_\_, 2025 and recorded with the Middlesex South District Registry of Deeds (the "Registry") at Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Restriction") for the benefit of the Town. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restriction;

WHEREAS, Section 25 of the Restriction contemplates that Grantor shall submit the Property to the provisions of M.G.L. c 183A and establish a four (4) unit condominium (the "Condominium") on the Property including one (1) unit consisting of the building in which the Units are located (the "Restricted Unit") and three (3) single family residences. Upon recording the Master Deed for the Condominium with the Registry, the Grantor shall convey the Restricted Unit to CHA Local Properties LLC or its affiliate (the "Successor Grantor") at which time the Grantor, the Holder and the Successor Grantor shall execute an amendment to such Restriction substituting the legal description of the Property for the description of the Restricted Unit substantially as described in Exhibit A to the Restriction (with such minor changes as are reasonably necessary and mutually acceptable to the Grantor, the Holder, and the Successor Grantor) and providing for the Successor Grantor's assumption of the Grantor's obligations under the Restriction. By executing the Certificate of Approval attached to the Restriction, EOHLIC acknowledged and approved such amendment, without further action or acknowledgment of EOHLIC;

WHEREAS, the Property has been so established as a condominium by Master Deed dated as of \_\_\_\_\_, 2025 and recorded with the Registry at Book \_\_\_\_\_, Page \_\_\_\_\_;

WHEREAS, the Restricted Unit has been conveyed by Grantor to Successor Grantor by deed dated as of \_\_\_\_\_, 2025 and recorded with the Registry at Book \_\_\_\_\_, Page \_\_\_\_\_; and

WHEREAS, Grantor, the Holder and the Successor Grantor desire to amend the Restriction to substitute the legal description of the Property for the description of the Restricted Unit and providing for the Successor Grantor's assumption of the Grantor's obligations under the Restriction, all as contemplated by the Restriction, pursuant to the terms and provisions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, the Holder and the Successor Grantor hereby agree as follows:

1. The legal description of the Property is hereby deleted in its entirety, and replaced with the legal description of the Restricted Unit attached hereto and incorporated herein as Exhibit A. For the avoidance of doubt, it is intended that the Restriction is hereby amended to encumber only the Restricted Unit, and no other interests in the Property, and that all references in the Restriction to the "Property" hereinafter be deemed to refer to the Restricted Unit.

2. Successor Grantor hereby assumes all obligations of Grantor under the Restriction as if it were the Grantor named therein. The Restriction, as amended by this Amendment, shall run with the land, shall bind Successor Grantor and its successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns.

3. In accordance with Section 25 of the Restriction, by executing the Certificate of Approval attached to the Restriction, EOHLC has acknowledged and approved this Amendment, without further action or acknowledgment of EOHLC.

4. This Amendment may be executed in several counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument. In making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Amendment is sought.

[Signature Pages Follow]

Executed under seal as of the date set forth above.

**GRANTOR:**

CONCORD HOUSING DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Name: Julie McClure, Authorized Agent

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned notary public, personally appeared Julie McClure, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, as Authorized Agent of Concord Housing Development Corporation for its stated purpose as the voluntary act of Concord Housing Development Corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

**SUCCESSOR GRANTOR:**

CHA LOCAL PROPERTIES LLC

By: \_\_\_\_\_  
Name:  
Title:

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily, as \_\_\_\_\_ of CHA Local Properties LLC for its stated purpose as the voluntary act of CHA Local Properties LLC.

\_\_\_\_\_  
Notary Public  
My commission expires:

ACCEPTANCE OF AMENDMENT TO AFFORDABLE HOUSING RESTRICTION  
BY TOWN OF CONCORD

The above Amendment to Affordable Housing Restriction is hereby accepted by the Town of Concord this \_\_\_\_ day of \_\_\_\_\_ 2025.

By: \_\_\_\_\_  
Name: Kerry A. Lafleur  
Tite: Town Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Kerry A. Lafleur, proved to me through satisfactory evidence of identification, which was personal knowledge, 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, as Town Manager of the Town of Concord, Massachusetts.

\_\_\_\_\_  
Notary Public  
My commission expires:

EXHIBIT A

Legal Description of Restricted Unit

**[NTD: To be inserted]**



BK: 82989 Pg: 173 Doc: REST  
Page: 1 of 16 07/11/2024 10:24 AM

**AFFORDABLE HOUSING RESTRICTION**  
(Unit 204, 78 Forest Ridge Road, Concord, Massachusetts 01742)

This Affordable Housing Restriction (this "Restriction"), dated as of May \_\_, 2024 is granted by **CHA LOCAL PROPERTIES LLC**, a Massachusetts limited liability company, having an address of 34 Everett Street, Concord, Massachusetts 01742 (the "Grantor") for the benefit of the **TOWN OF CONCORD**, a municipal corporation in the Commonwealth of Massachusetts, acting by and through its Select Board, having a usual place of business at 22 Monument Square, Concord, Massachusetts 01742 (the "Town").

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**BACKGROUND**

- A. Pursuant to that certain quitclaim deed dated as of January 31, 2024 and recorded with the Middlesex South District Registry of Deeds (the "Registry") at Book 82445, Page 352, the Grantor holds a fee interest in the condominium unit known as and numbered Unit 204 in the Riverbend Condominium, established pursuant to M.G.L. c. 183A, as amended, by Master Deed dated September 20, 2002 and recorded with the Registry at Book 36533, Page 179, having a street address of 78 Ridge Road, Concord, Massachusetts, which condominium unit is more particularly described on Exhibit A attached hereto (the "Property").
- B. As a condition of the Grant, the Grantor has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any successor to the Grantor, as owner thereof.

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**RESTRICTIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

1. **Definitions.** Capitalized terms used herein are defined herein and in Exhibit C attached hereto.

**2. Use Restrictions.** The Property shall be reserved and used for the purpose of one (1) residential dwelling unit, and for no other purpose (the "Permitted Uses"). The Property shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. The Property shall meet the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973) and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act). Throughout the term hereof, the Grantor shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, codes, permits, approvals, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

**3. Occupancy Restrictions.** The following restrictions shall apply during the term of this Restriction.

**A. Rent.** The Property shall be leased exclusively to Moderate Income Families. The monthly rent charged to a Family occupying the Property shall not exceed one-twelfth of thirty percent (30%) of eighty percent (80%) of the Bedroom Adjusted AMI, minus, if applicable, an allowance established by the Grantor and approved by the Town for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in the Property who qualified as a Moderate Income Family at the time of such Family's initial occupancy at the Property shall continue to be treated as an income-qualified Family (a "Qualified Family") so long as such Family's Household Income does not exceed one hundred forty percent (140%) of eighty percent (80%) of the Family-size Adjusted AMI. If such Family's Household Income exceeds one hundred forty percent (140%) of eighty percent (80%) of the Family-size Adjusted AMI, such Family shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as a Qualified Family and must pay as monthly rent the Over-income Rent.

**B. Applicable Lease Term, Change of Status.** References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income. If, with the Town's consent, the Grantor does not require that a lease be signed for the Property (e.g., a property providing short-term transitional housing), the provisions set forth above shall apply, except that the applicable date on which a Family's income-qualified status and/or applicable rent restriction is modified shall be the first day of the month that is at least thirty (30) days following the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income.

**C. Federal or State Rental Subsidy.** If the Property or the Family occupying the Property receives federal or state rental subsidy, then the Family's contribution towards rent shall

be the contribution allowable under the federal or state rental subsidy program and the maximum rent (i.e., tenant contribution plus rental subsidy shall be the rent allowable under the federal or state rental subsidy program).

**4. Rent Schedule.** Except as is set forth in Section 2.C, projected initial monthly maximum rents including utilities for the Property shall be as set forth in Exhibit B attached hereto. If permitted maximum rents and utility allowances as reflected in the annual schedule of rents and utility allowances issued by the Grantor and approved by the Town increase prior to initial occupancy of the Property, the initial monthly maximum rents and utility allowances shall be as set forth in the latest schedule issued by the Grantor and approved by the Town. Notwithstanding the rent restrictions set forth in Section 2 above, the maximum monthly rent permitted to be charged for the Property at any particular income level is not required to be lower than the maximum rent applicable at such income level pursuant to Exhibit B or such higher initial maximum rent applicable at such income level pursuant to the immediately preceding sentence, regardless of changes in fair market rents or in median income over time (subject only to the restrictions applicable in the event of any federal or state subsidy, as set forth in Section 2 above). Rents for the Property shall not be increased above applicable maximums without the Town's prior written approval of a specific request by the Grantor for a rent increase, except for increases implemented in accordance with an annual schedule of maximum rents and allowances issued by the Grantor and approved by the Town or pursuant to Section 3.C above. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by the Grantor to all affected Residents and notwithstanding any provision in a lease or occupancy agreement to the contrary, in the event of any increase in the rent payable by such Residents in connection with an increase in the income of such Residents, consistent with the terms hereof, the Residents shall have the right to terminate their lease or occupancy agreement by written notice to the Grantor delivered within such thirty-day period.

**5. Resident Selection.**

- A. Nondiscrimination.** The Grantor shall not discriminate on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease, use and occupancy of the Property or in connection with the employment or application for employment of persons for the operation and management of the Property. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Property to, a holder of a certificate or voucher under any government voucher program because of the status of the prospective tenant as a holder of such certificate, voucher.
- B. Selection Policies.** The Grantor shall adopt and submit to the Town for approval resident selection policies and criteria and an affirmative marketing plan for the Property that are consistent with the purpose of providing housing for a Moderate Income Family, as defined below and required herein, are reasonably related to the prospective

tenants' ability to perform the obligations of the Grantor's form lease, provide for the selection of prospective tenants from a written waiting list in the chronological order of their application, insofar as practicable, and the prompt written notification to any rejected applicant of the grounds for any rejection, which comply with any guidelines and restrictions of The Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") and (during any period during which the Property receives a federal rental subsidy) HUD, as amended from time to time, and which comply with all applicable statutes, regulations and executive orders. The Grantor's marketing plan and resident selection policies and criteria shall be adhered to in every material respect and any changes thereto shall be subject to the prior written approval of EOHLC, as needed, and the Town.

**6. Lease Form.** The Grantor shall not include in any lease for the Property any of the following provisions:

- A.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Grantor in a lawsuit brought in connection with the lease.
- B.** Agreement by the tenant that the Grantor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Property after the tenant has moved out of the Property. The Grantor may dispose of such personal property in accordance with state law.
- C.** Agreement by the tenant not to hold the Grantor or the Grantor's agents legally responsible for any action or failure to act, whether intentional or negligent.
- D.** Agreement of the tenant that the Grantor may institute a lawsuit without notice to the tenant.
- E.** Agreement by the tenant that the Grantor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- F.** Agreement by the tenant to waive any right to a trial by jury.
- G.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- H.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Grantor against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for the Property shall be consistent with the requirements set forth herein, shall be on a form reasonably approved by the Town, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the Resident and the Grantor, subject to the Town's program requirements) and shall require tenants to provide information required for the Grantor to meet its reporting requirements hereunder. The Grantor may not terminate the tenancy except (i) for serious or repeated violation of the terms and conditions

of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; or (iv) for other good cause including, without limitation, a change in Family composition that results in the Family being over-housed or under-housed, for fraud or for failure to comply with accurate and timely income reporting requirements pursuant to the Family's lease. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Grantor's service on the tenant of a written notice specifying the grounds for the action.

**7. Transfer Restrictions.** The Grantor shall not sell, transfer, convey, rent (except for leases or occupancy agreements made in connection with the Permitted Uses that are substantially in the form approved by the Town), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any direct or indirect interests in the Grantor, without the express written permission of the Town. Without limiting the generality of the foregoing, the Permitted Encumbrances are hereby approved by the Town. In connection with any transfer requiring the consent of the Town, the Grantor shall provide such information to the Town as the Town may reasonably request.

**8. Term of Restrictions; Covenants to Run with Land.** The term of this Restriction shall be in perpetuity. Notwithstanding any provision to the contrary herein or in the Grant Agreement, this Restriction shall remain in full force for the full term set forth herein including any extension, notwithstanding any prepayment of the Grant. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holders and their successors and assigns as permitted herein.

**9. Subsequent Conveyances.** Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restriction.

**10. Income Verification.** The Grantor represents, warrants and covenants that the determination of whether a Family occupying the Property meets the income requirements set forth herein shall be made by the Grantor at the time of leasing of the Property and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family. If the Property or the Family occupying the Property receives federal or state rental subsidy, then the Grantor shall make a determination of the whether a Family occupying the Property meets the income requirements set forth herein based on the procedures required under the federal or state rental subsidy program.

**11. Reporting Requirements.**

**A. Annual Report.** Annually, no later than June 30, Grantor shall submit to the Town an annual report consisting of the following:

- (i) A certification of the annual adjusted income of each Family occupying the Property, and whether it meets the requirements hereunder, which information the Town shall keep confidential to the extent permitted by applicable law.
  - (ii) Monthly gross rents (rents plus utility allowances, if applicable) for the Property, such rents to be consistent with the schedule of maximum rents published annually by the Town. The rent schedule shall include the maximum rents applicable to the Property under Section 2 as well as the actual rents to be charged to over-income Families under Section 2.
  - (iii) The Grantor's certification, made to the best knowledge and belief of the officer or individual signing such certification, that:
    - (a) The Property continues to be used for the Permitted Uses.
    - (b) The Property continues to comply with the rent and other restrictions applicable to the Property.
    - (c) Grantor has not transferred, pledged or encumbered any interest in the Property, except as specifically provided in, and in accordance and compliance with the terms of, this Restriction.
    - (d) Grantor has caused the Property to be maintained in a manner consistent with all applicable statutes, regulations and guidelines and no children under six years old reside in or occupy the Property within the meaning of the Lead Paint Law or, if such children do reside in or occupy the Property, that the Property is in compliance with the Lead Paint Law.
    - (e) The information submitted pursuant to this Section A is true and accurate.
- B. Confidentiality.** The Town and the Grantor shall treat as confidential any of the foregoing information relating to a specific Resident or the Property in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but the Town and the Grantor may release general statistical and other information about the Property, so long as the privacy rights and interests of the individual Residents are protected). The Town and the Grantor shall not use any of the foregoing information in Section A.(iii) for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause the Town or Grantor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).
- C. Additional Reports.** Grantor shall prepare and submit to the Town such additional reports as the Town may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.
- D. Records.** The Grantor shall maintain as part of its records (i) copies of all leases of the Property; (ii) all initial and annual income certifications by Residents of the Property and (iii) such additional records as the Town may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

**E. Additional Reporting Requirements.** Additional reporting requirements are stipulated in the Grant Agreement.

**12. No Demolition.** The Grantor shall not demolish any part of the Improvements or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Property or construction of a new project on the Property, in either case subject to the prior written consent of the Town, which consent may be granted or withheld in the Town's sole judgment.

**13. Casualty.** The Grantor represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) will use its best efforts to repair and restore the Property to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Property shall thereafter continue to operate in accordance with the terms of this Restriction.

**14. Inspection.** The Grantor hereby grants to each Holder and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Restriction or any other agreement between the Grantor and such Holder and (b) after thirty (30) days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

**15. Enforcement.** Upon violation by the Grantor of any of the provisions of this Restriction that remains uncured for more than sixty (60) days after notice thereof from any Holder (or for such longer period not to exceed sixty (60) days as shall be reasonably required under the circumstances to cure such violation, provided that the Grantor has commenced the cure of such violation within the initial sixty (60) day period and is thereafter diligently pursuing the cure to completion), any Holder, at its option (without liability to any party for failure to do so), may apply to any court, state or federal, for specific performance of this Restriction or an injunction against any violation of this Restriction, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Restriction would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone. In each such default notice, the Holder giving such notice shall specify the violation in question and the actions such Holder believes are necessary and feasible to remedy such violation. No waiver by a Holder of any breach of this Restriction shall be deemed a waiver of such breach by any other Holder or a waiver of any other or subsequent breach. No act or omission by any Holder, other than a writing signed by it waiving a breach by the Grantor in accordance with the next Section hereof, shall constitute a waiver thereof. Any Holder shall be entitled to recover from the Grantor all of such Holder's reasonable costs of an action for enforcement of this Restriction, including reasonable attorneys' fees (including the time of any in-house counsel of a Holder charged at the same rate as comparable outside attorneys). By its acceptance of this Restriction, no Holder undertakes any liability or obligation relating to the condition of the Property. Without

limiting any other rights or remedies available to a Holder, any transfer of all or any other portion of the Property in violation of the provisions hereof, in the absence of a certification from all Holders approving, or waiving any restrictions with respect to, the same, all as set forth above, shall, to the maximum extent permitted by law, be voidable by any Holder, by suit in equity to enforce the restrictions hereof.

**16. Compliance Certification.** Upon written request therefor, a Holder shall provide a statement in form acceptable for recording certifying that the Grantor is in full compliance with the provisions hereof as relate to that Holder, provided such Holder believes that the Grantor is so in compliance. Upon receipt of a written request therefor, if a Holder shall believe that the Grantor is not so in compliance, such Holder shall provide such a recordable certification specifying in detail the section or sections hereof with which such Holder believes the Grantor not to be in compliance. Any third party dealing with the Grantor may rely for all purposes on the truth and completeness of such a certification of a Holder.

**17. Notices.** Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by any of the foregoing methods shall be deemed given upon documented receipt or refusal.

**18. Successors and Assigns; No Third-Party Beneficiaries.** This Restriction shall be binding upon the Grantor and its successors and assigns, and shall burden the Property as specified herein. This Restriction shall also be binding upon the Holders, and shall inure to the benefit of their successors and assigns, provided that a Holder shall not voluntarily assign its rights hereunder unless (a) such Holder believes in good faith that it is no longer reasonably capable of performing its duties hereunder, and (b) such assignment shall be to a governmental body or an entity of a similar character and purposes to such Holder which is reasonably capable of performing such duties hereunder.

**19. Severability; Construction.** All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein.

**20. Governing Law.** This Restriction shall be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained herein have been imposed upon the Property in part to satisfy requirements of various governmental bodies referred to herein,

including, without limitation, EOHLC, the restrictions contained herein are intended to be construed as a restriction held by a governmental body with the benefit of Section 26 of Chapter 184 of the Massachusetts General Laws as existing as of the date hereof, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law, but rather shall run for the full term thereof.

**21. Recording.** The Grantor, at its cost and expense, shall cause this Restriction and any amendment hereto to be duly recorded with the Registry of Deeds (and if necessary or appropriate, re-recorded), shall pay or cause to be paid all recording, filing, or other taxes, fees and charges and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Holders and their successors and assigns to enforce this Restriction.

**22. Further Assurances.** Each Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Grantor on behalf of itself and its successors and assigns appoints each Holder its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by any Holder. The Grantor and the Holders intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

**23. Counterparts.** This Restriction may be executed in several counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument. In making proof of this Restriction, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Restriction is sought.

**24. Incorporation of Exhibits and Riders.** Any and all exhibits and riders attached hereto or otherwise referenced herein are hereby incorporated by reference, the same as if each were fully set forth herein.

**25. Amendment; Waiver.** This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of all Holders.

No documentary stamps are required as this Restriction is not being purchased by the Holders.

[Signature on Next Page]

Executed under seal as of the date set forth above.

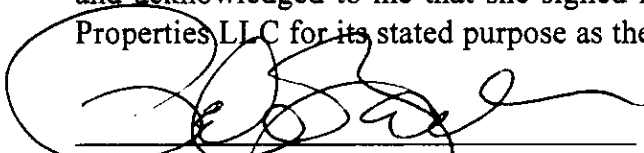
**CHA LOCAL PROPERTIES LLC**

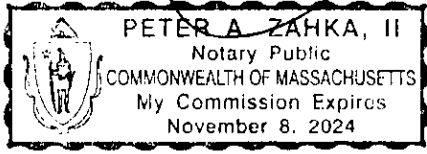
By: Jennifer Polito  
Name: Jennifer Polito, Authorized Agent

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk  
~~Middlesex~~ County, ss.

On this 7<sup>th</sup> day of ~~May~~<sup>June</sup>, 2024 before me, the undersigned notary public, personally appeared Jennifer Polito, proved to me through satisfactory evidence of identification, which was (a current driver's license) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, as Authorized Agent of CHA Local Properties LLC for its stated purpose as the voluntary act of CHA Local Properties LLC.

  
\_\_\_\_\_  
Notary Public  
My commission expires:



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**EXHIBIT A: PROPERTY DESCRIPTION**

Unit 204 (the "Unit") of the Riverbend Condominium created by Master Deed dated September 20, 2002, and recorded in Middlesex South District Registry of Deeds in Book 36533, Page 149, as amended of record.

The Unit is shown on plans recorded with said Master Deed and on the copy of the portion of said plans recorded with the first unit deed at Book 41275, Page 492, to which is affixed the verified statement of a registered architect in the form required by Section 9 of Chapter 183A.

The Post Office address of the Unit is: Unit 204, 78 Forest Ridge Road, Concord, Massachusetts 01742.

The Unit is conveyed together with an undivided percentage interest of the unit in the common areas and facilities of 5.83%, an easement for the exclusive use of parking space P-204, storage area S204 and use of porch to which the unit has direct access, as shown on the floor plans.

The Unit is hereby conveyed subject to the provisions of the Master Deed and Master Plans of the Condominium and the provisions of the Riverbend Condominium Association, Inc, and the By-Laws and Rules and Regulations recorded with said Deeds in Book 36533, Page 179, and the provisions of the first unit deed recorded with said Deeds in Book 41275, Page 492, all as may be amended from time to time by instruments recorded with said Deeds, which provisions all constitute covenants running with the land and shall bind any person having any interest or estate in the Unit.

Each of the units in the condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

Subject to easements, rights, restrictions and covenants of record if they affect the locus and are in full force and effect, expressly not intending nor meaning to extend the same in the event that they have expired by operation of law or otherwise.

For grantor's title, see Deed last executed on January 24, 2024 and recorded on January 31, 2024 with said Deeds at Book 82445, Page 352.

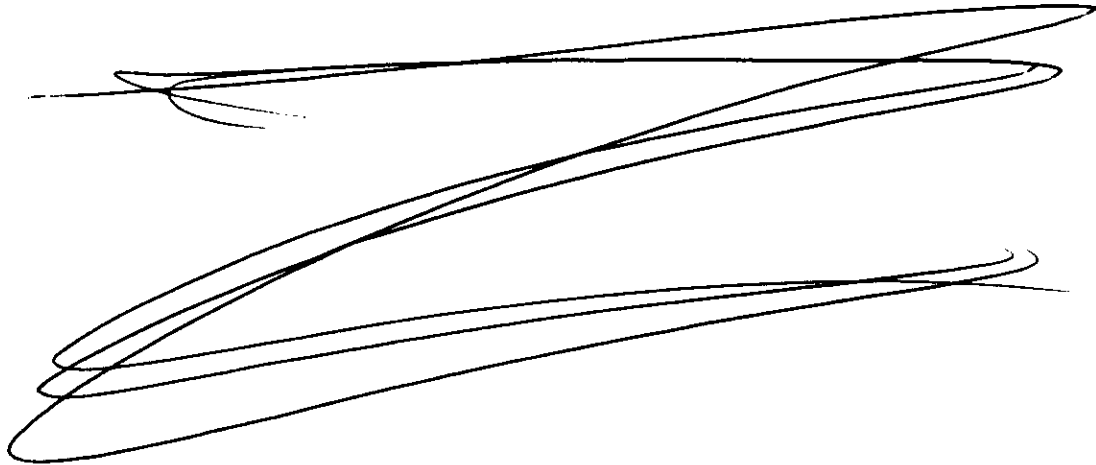
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**EXHIBIT B: PROJECTED INITIAL RENT SCHEDULE**

Gross Rent - \$2,987

Utility Allowance - \$202

Net Rent - \$1,785



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## EXHIBIT C: ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

"Area" shall mean Boston-Cambridge-Quincy, MA-NH HMFA.

"Bedroom Adjusted AMI" shall mean the median income for the Area, with adjustments for the number of bedrooms in the Property, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"CPA Guidelines" shall mean the bylaw of the Town accepting the provisions of Sections 3 through 7 of the CPA Statute, together with any guidelines issued by the Town regarding the CPA Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Program" shall mean the Community Preservation Fund grant program established by the Town under the CPA Statute under which the Town makes grants available to sponsors of certain types of affordable housing and for other purposes authorized by the CPA Statute.

"CPA Regulations" shall mean the informational Guidance Release 01-207 (September 2001), Informational Guidance Release 00-209 (December 2000) and any other bulletins, opinions, guidance or regulations relating to the CPA Statute issued or promulgated by the Commissioner of Revenue of The Commonwealth of Massachusetts, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Statute" shall mean Chapter 44B of the Massachusetts General Laws, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations), minus a monthly allowance established by the Town for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grant" shall mean the grant of funds from the Town to the Grantor pursuant to the CPA Program.

"Grant Agreement" shall mean the agreement between the Town and the Grantor evidencing the Grant.

"Holder" shall mean the Town, or, as applicable, each successor or assign of the foregoing and "Holders" shall mean all of the foregoing parties, collectively.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

"HUD" shall mean the United States Department of Housing and Urban Development.

"Improvements" shall mean the Property, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Moderate Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Town of even or near date herewith.

"Residents" shall mean the lawful occupants of the Property.

**Certificate of Approval  
Affordable Housing Restriction  
G.L. c. 184, §32**

The undersigned Secretary of the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"), an agency duly organized and existing pursuant to M.G.L. chapter 23B § 1 as amended by chapter 7 of the Acts of 2023, or being the Secretary's duly authorized designee ("the Secretary"), hereby certifies that the **Affordable Housing Restriction (Unit 204, 78 Forest Ridge Road, Concord, MA 01742)** granted by **CHA Local Properties, LLC** (Grantor) to the **Town Of Concord** (Grantee), recorded herewith, is hereby declared to be in the public interest and is approved pursuant to the provisions of Massachusetts General Laws chapter 184, section 32.

Date: May 28, 2024.

COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF  
HOUSING AND LIVABLE COMMUNITIES

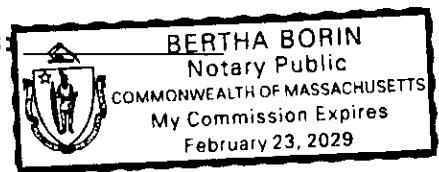
By: [Signature]  
Its: Undersecretary

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 28<sup>th</sup> day of May, 2024, before me, the undersigned notary public, personally appeared Catherine Racer, Undersecretary of the Executive Office of Housing and Livable Communities, proved to me through satisfactory evidence of identification, which were personal knowledge, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of EOHLC.

[Signature]  
Notary Public  
My commission expires:





**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

**5**

**Discuss and Approve Conservation  
Restriction over the 6-acre Assabet River  
Bluff parcel at 2B Upland Road.**

**Requested by: SB Chair**

**Action Sought: Approve**

**Proposed Motion(s)**

Motion: Move to Approve Conservation Restriction over the 6-acre Assabet River Bluff parcel at 2B Upland Road.

**Additional Information**

**Board Action**

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



**TOWN OF CONCORD**  
**DIVISION OF NATURAL RESOURCES**  
141 KEYES ROAD, CONCORD, MASSACHUSETTS 01742  
TEL. (978) 318-3285 FAX (978) 318-3291

Delia R. J. Kaye  
Natural Resources Director

April 24, 2025

Concord Select Board  
Town House  
22 Monument Square  
Concord, MA 01742

Re: Assabet River Bluff Conservation Restriction - 2B Upland Road

Dear Ms. Hartman and Members of the Select Board,

In 2022, Town Meeting approved the purchase of a 7-acre woodland parcel in West Concord: 6 acres for conservation and 1 acre for community housing. This project was a collaboration among the Town, affordable housing advocates, and land conservation organizations. Funding came from a mix of sources, including the Community Preservation Act (CPA), the Concord Housing Foundation, the Concord Municipal Affordable Housing Trust, private fundraising led by the Concord Land Conservation Trust (CLCT) and Sudbury Valley Trustees (SVT), and a federal Land and Water Conservation Fund (LWCF) grant secured by the Town's Natural Resources Division.

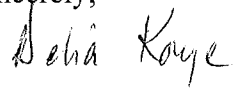
To meet CPA and LWCF requirements—and to recognize the significant contributions of CLCT and SVT—a Conservation Restriction (CR) will be placed over the 6-acre conservation parcel. The land is owned by the Town under the care and custody of the Natural Resources Commission (NRC).

This primarily upland woodland is nestled in the heart of West Concord, next to the Bruce Freeman Rail Trail (BFRT), with 800 feet of frontage along a stretch of the Assabet River that is federally designated as Wild and Scenic. The CR will ensure permanent public access to trails on the property, which can be reached directly from the BFRT. Protecting this land also preserves scenic views, biodiversity, water quality, archaeological resources, and supports climate resilience.

Following delays in the state's review process, the CR is now ready to be finalized. On April 23, 2025, the NRC voted unanimously to grant the CR jointly to CLCT and SVT, and to recommend the Select Board's approval of the CR.

Thank you for your time and consideration. I look forward to discussing this matter with you at your April 28th meeting.

Sincerely,

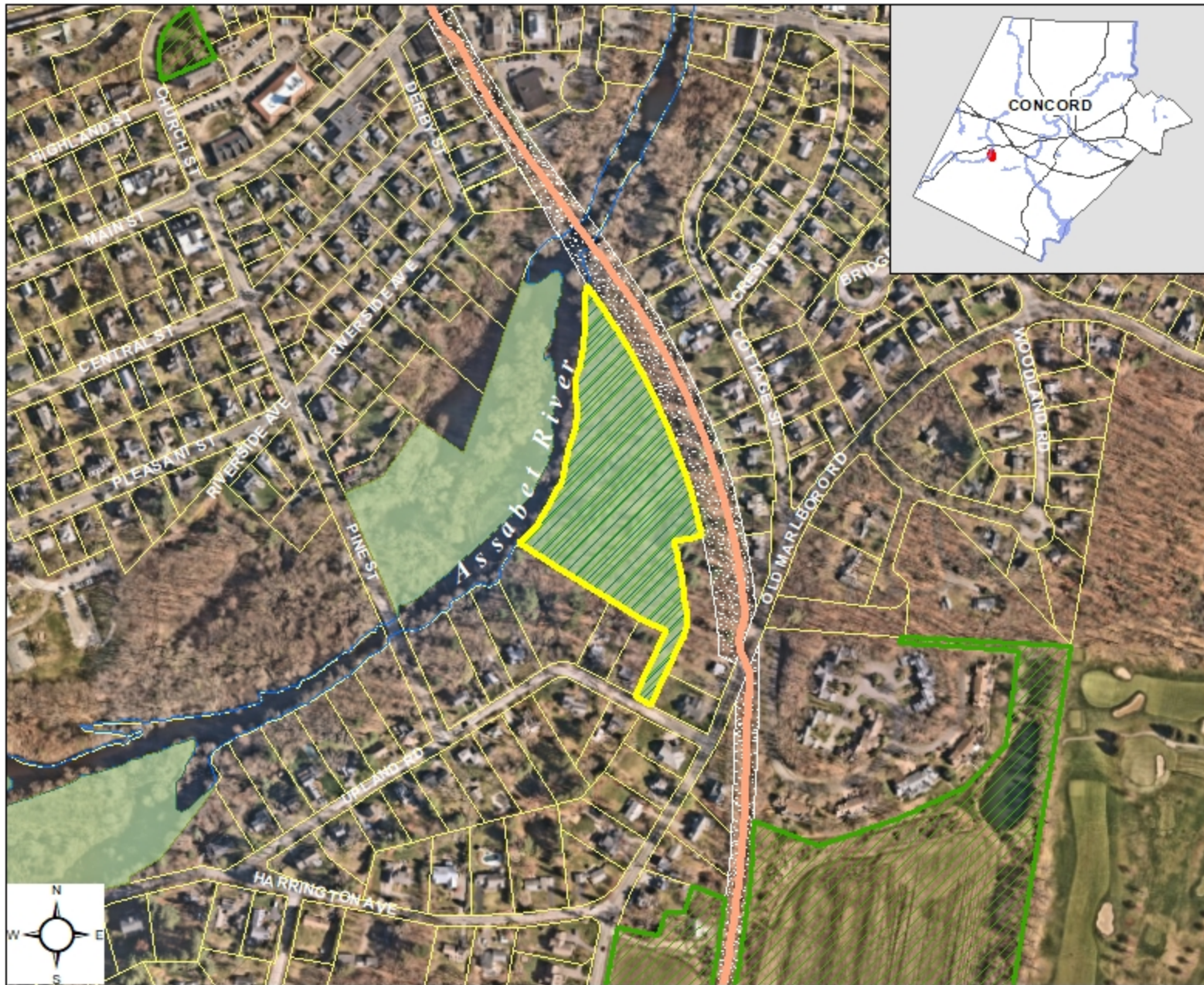
A handwritten signature in cursive script that reads "Delia Kaye".

Delia Kaye

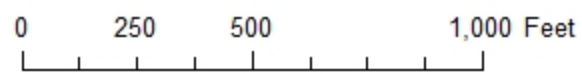
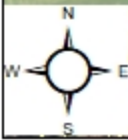
Natural Resources Director

cc: Kerry Lafleur, Town Manager  
Polly Reeve, CLCT  
Meredith Houghton, SVT  
NRC






# Concord CR #161 - 2B Upland Road



Document Path: T:\Maps\Assabet River Buffer CR.mxd



**Legend**

-  CR 161
-  Other CRs
-  Town Conservation Land
-  Bruce Freeman Rail Trail
-  Rail Trail ROW

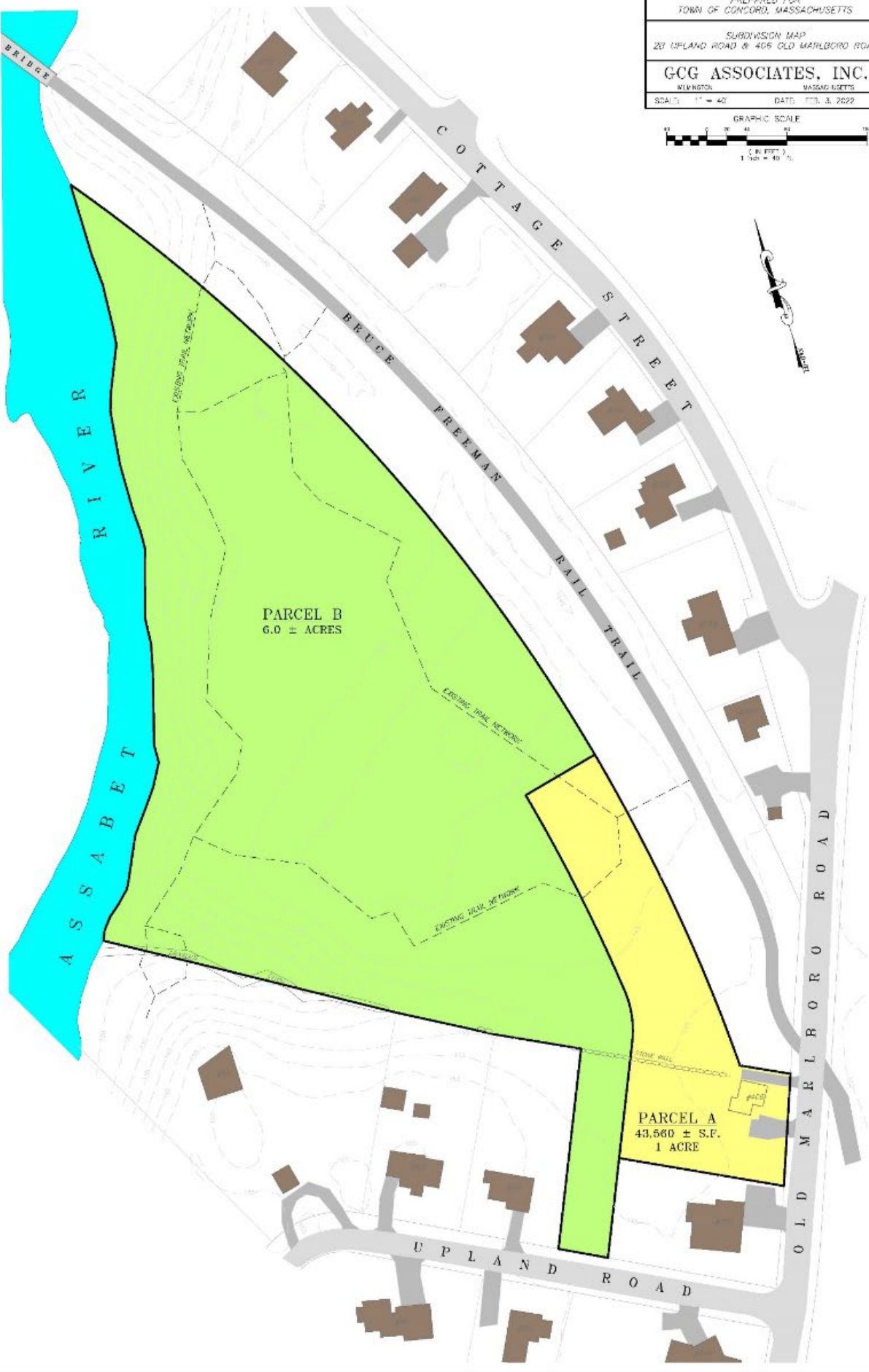
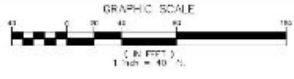
This map was created by Concord GIS. The information is provided as a reasonably accurate point of reference, but is not intended to represent authoritative location, and is not to be used for conveyances. The Town of Concord shall not be held responsible for the accuracy or misuse of these data.

PREPARED FOR  
TOWN OF CONCORD, MASSACHUSETTS

SUBDIVISION MAP  
283 UPLAND ROAD & 406 OLD MARLBORO ROAD

**GCG ASSOCIATES, INC.**  
WILKINGTON MASSACHUSETTS

SCALE: 1" = 40'      DATE: FEB. 3, 2022



**GRANTOR:** Town of Concord, a municipal corporation, acting by and through its Natural Resources Commission, as its Conservation Commission

**GRANTEE:** Concord Land Conservation Trust and Sudbury Valley Trustees, Inc.

**ADDRESS OF PREMISES:** 2B Upland Road, Concord

**FOR GRANTOR'S TITLE SEE:** Middlesex County Registry of Deeds at Book 80551, Page 344

## **GRANT OF CONSERVATION RESTRICTION**

### **I. STATEMENT OF GRANT**

The **Town of Concord**, acting by and through its Natural Resources Commission, acting as its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws and the votes taken under Articles 25 & 26 of the Annual Town Meeting with adjourned session on May 2, 2022, having an address of 141 Keyes Road, Concord, Massachusetts, being the sole owner and constituting all of the owner(s) of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to **Joan D. Ferguson, Lynn G. Huggins, Frederic Mulligan, F. Robert Parker, Pauline Cross Reeve, John M. Stevens, Thomas Tremblay, and Jeffrey Wieand, as Trustees** of the **CONCORD LAND CONSERVATION TRUST**, under a Declaration of Trust dated December 30, 1959, and recorded with the Middlesex South Registry of Deeds in Book 9526, Page 429, as amended and restated in a Certificate of Trust Amendment Restating Concord Land Conservation Trust dated December 22, 1998 and recorded with said Registry in Book 29633, Page 315, a Massachusetts charitable trust having a mailing address at P.O. Box 141, Concord, Massachusetts, 01742, its permitted successors and assigns (“Primary Grantee”), and to **SUDBURY VALLEY TRUSTEES, INC.**, a Massachusetts non-profit

corporation having a mailing address of 18 Wolbach Road, Sudbury, Massachusetts, 01776, its permitted successors and assigns (“Secondary Grantee”) (collectively, “Grantees”), for \$660,000 consideration paid, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Concord containing the entirety of a 6.0± acre parcel of land (“Premises”) which Premises is shown as “Parcel B” on the plan of land entitled “Subdivision Approval Not Required Plan of Land 2B Upland Road & 406 Old Marlboro Road”, dated 6/9/2022 revised 7/5/2022, by GCG Associates, Inc., and recorded in the Middlesex South Registry of Deeds as Plan 532 of 2022, a reduced copy of which plan is attached hereto and included herein as Exhibit A.

The fee interest in the Premises was acquired by the Grantor utilizing, in part, Community Preservation Act (CPA) funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by votes of the Concord Annual Town Meeting held on May 1, 2022 with adjourned session on May 2, 2022, attested copies of which votes are attached hereto as Exhibit B (the “CPA Votes”).

The fee interest in the Premises was acquired utilizing, in part, assistance from the National Park Service Land and Water Conservation Fund (L&WCF), authorized by the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), Public Law 88-578, as it may be amended, such assistance described under Project Agreement Number #25-00567/P22AP01795-00, recorded at the Middlesex South Registry of Deeds at Book 81510, Page 257.

## II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for passive outdoor recreational use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

**The Conservation Values protected by this Conservation Restriction include the following:**

- Open Space. The Premises contributes to the protection of the scenic and natural character of Concord and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises enhances land already conserved, including the 4.6-acre Pine Street parcel across the Assabet River, the nearby 15-acre Harrington Park, the 10-acre Harrington Parcel, and the 10-acre Cousins Field.
- Soils and Soil Health. The entire Premises is designated Prime Forest Land as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Public Access. Public access to the Premises will be allowed for the benefit of all inhabitants of the Town of Concord and the general public for passive outdoor recreation,

education, fishing, nature study, and other conservation, educational and scientific purposes. The Premises shares approximately 700 feet of boundary along the Bruce Freeman Rail Trail, a public, multi-use recreation path that, upon completion, will extend 25 miles from Framingham to Lowell.

- Biodiversity. The Premises includes areas designated as BioMap Core Habitat, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, last amended in 2022, is designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats identified in the State Wildlife Action Plan.
- Water Quality. The Premises includes approximately 800 feet of frontage on a designated Wild & Scenic section of the Assabet River, and approximately 300 feet of frontage on an unnamed tributary to the Assabet River, and in its natural state helps to preserve water quality and aquatic habitat in both.
- Climate Change Resiliency. The Premises is identified as “Important to Conserve for High Quality Habitat and Hazard Resilience” in an area of average connectivity and climate flow according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, which was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The Premises was identified as a priority property for protection in the National Park Service Wild & Scenic Unprotected Lands Survey (2000, updated 2015), and its protection is consistent with the goal to protect major wildlife and waterway corridors in the Town of Concord’s Open Space and Recreation Plan (2015) and with the goals of the Massachusetts State Comprehensive Outdoor Recreation Plan (SCORP).
- Historic and Archaeological Resources. The Premises was identified by the Massachusetts Historical Commission as highly archeologically sensitive, with a recorded ancient Native American archaeological site. Conservation and appropriate management of the Premises has an important public benefit by preserving historic and archeological resources within the Premises.

### **III. PROHIBITED and PERMITTED ACTS AND USES**

#### **A. Prohibited Acts and Uses**

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantees;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, electric bicycles, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite posts, or any boundary markers;

11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

**B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain or restore the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that no such activities shall occur within 100 feet of the Assabet River or the tributary stream.
4. Indigenous Cultural Practices. With prior written notice to the Grantees, allowing indigenous peoples to:
  - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
  - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantees, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting.
5. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantees, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only

in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantees. A copy of the results of any such investigation on the Premises is to be provided to the Grantees;

7. Trails. Maintaining and constructing trails as follows:
  - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to seven (7) feet in width overall, with a treadway up to five (5) feet in width.
  - b. New Trails. With prior written approval of the Grantees, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
  - c. New All-Persons Trail. In addition to the foregoing, with the prior written approval of Grantees, constructing a new trail intended to be accessible to all persons, including those with mobility, visual, and hearing impairments. The routing, grades, widths, and features of such trail shall be subject to Grantees' prior written approval, including any excavation, grading, tree and vegetation removal, or other work (together with the use of motorized equipment) on the Premises necessary or convenient to accommodate and/or construct such All-Persons Trail in conformance with generally accepted accessibility standards for similar such trails in the Commonwealth of Massachusetts.
  - d. Trail Features. With prior written approval of the Grantees, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
8. Signs and Benches. Constructing, installing, maintaining, and replacing signs, benches, and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantees' interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises, provided that any such sign, bench, or kiosk, and all information to be placed thereon or therein, and the placement and/or location of the same at the Premises shall be subject to the prior written consent of Grantees in each instance;
9. Motorized Vehicles. Using motorized vehicles as necessary for persons with mobility impairments; using motorized vehicles as necessary for the protection of the Purposes and Conservation Values, provided that the manner of such motorized vehicle use is approved in advance by Grantees.
10. Outdoor Passive Recreational and Educational Activities. Fishing, hiking, cross-country skiing, snowshoeing, nature observation, nature and educational walks

and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

11. Parking and Access. With prior written approval of the Grantees, the construction, maintenance, use, and replacement of a parking area, to serve up to two passenger or property maintenance vehicles, to be located immediately off the Upland Road frontage (together with the right to clear such area of trees and vegetation, and to perform such excavation and grading as necessary or convenient to construct such parking area). The parking area shall be constructed using pervious materials, unless site drainage issues or the permit-granting authority requires otherwise or unless necessary to provide accessible parking space(s) for those with mobility impairments, provided that in such cases measures shall be taken to minimize stormwater runoff and associated impacts.

**C. Special Use Area.**

The Grantor and Grantees hereto acknowledge that certain stormwater drainage pipes and related facilities (collectively, together with their replacements, the “Drainage Facilities”) presently exist on and under the portion of the Premises shown as “Proposed 20’ Wide Drain Easement 9,083± SF” on the Plan attached as “Exhibit A” (“Special Use Area”) for the purpose of conveying collected stormwater from existing catch basins and drains in and under Upland Road (a public way) through such Drainage Facilities to release the same in the tributary stream along the southern boundary of the Premises.

The Grantor reserves the right to conduct or permit the following activities and uses only within the Special Use Area in addition to the Permitted Acts and Uses described in Paragraph III.B., and otherwise subject to this Conservation Restriction:

1. The Town of Concord, and its contractors and agents, shall have the right to maintain, repair, and replace (but not improve, extend, or expand such Drainage Facilities except with prior written approval of Grantees), such existing Drainage Facilities in accordance with all applicable laws and regulations, and
2. The Town of Concord, and its contractors and agents, shall have the right to enter upon, and perform excavation and construction activities on, under, and within the Special Use Area in furtherance of the repair, maintenance and replacement rights allowed herein, provided that Grantor and/or the Town of Concord shall:
  - a. use all reasonable measures to minimize the disturbance of the area in the exercise of the rights granted in this paragraph and
  - b. immediately restore any portion of the area disturbed by such permitted activities in accordance with Paragraph D below.

**D. Site Restoration**

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetation, provided, that any plants, shrubs and trees so disturbed shall be replaced with native species only.

#### **E. Compliance with Permits, Regulations, Laws**

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantees or the Commonwealth take any position whether such permit, license, or other approval should be issued.

#### **F. Notice and Approval**

1. Notifying Grantees. Whenever notice to or approval by Grantees is required, Grantor shall notify or request approval from Grantees, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
  - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
  - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the Purposes and Conservation Values.

Where Grantees' approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantees' approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the

Purposes and/or Conservation Values. Grantees may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

2. Resubmittal. Grantees' failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

#### **IV. INSPECTION AND ENFORCEMENT**

##### **A. Entry onto the Premises**

The Grantor hereby grants to the Grantees, and their duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

##### **B. Legal and Injunctive Relief**

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantees will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantees determine that a violation of this Conservation Restriction has occurred and intend to exercise any of the rights described herein, the Grantees shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantees may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantees determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantees may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including counsel fees) incurred by the Grantees in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of

a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for title examination costs, a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

4. Coordination between Primary and Secondary Grantees. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantees shall consult with the Secondary Grantees. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2.

### **C. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantees. Any election by the Grantees as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

### **D. Disclaimer of Liability**

By acceptance of this Conservation Restriction, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantees or their agents.

### **E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantees will cooperate in the restoration of the Premises, if desirable and feasible.

## **V. PUBLIC ACCESS**

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.10. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use

by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.10. The Grantees may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantees hereto express their Intent to benefit from exculpation from liability to the extent provided in such section.

## **VI. TERMINATION/RELEASE/EXTINGUISHMENT**

### **A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

### **B. Grantor’s and Grantees’ Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then the Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantees shall use their share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

### **C. Grantees’ Receipt of Property Right**

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the greater of either: (i) the consideration paid to and on behalf of Grantor for the grant of this Conservation Restriction; or (ii) the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantees’ property right will be determined as of the date of termination, release, or extinguishment.

### **D. Cooperation Regarding Public Action**

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and

Grantees in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use their share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

## **VII. DURATION and ASSIGNABILITY**

### **A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

### **B. Execution of Instruments**

The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantees its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantees, shall be in gross and shall not be assignable by the Grantees, except when all of the following conditions are met:

1. the Grantees require that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VIII. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this

Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantees may record, in the applicable registry of deeds, or register in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **B. Grantor's Liability**

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantees shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agrees that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **XI. AMENDMENT**

### **A. Limitations on Amendment**

Grantor and Grantees may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration; or
2. be inconsistent with or materially impair the Purposes; or
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations; or
4. affect the status of Grantees as "qualified organizations" or "eligible donees" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or

5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantees, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

## **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantees and Grantor, approved by the Town of Concord and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XIII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Natural Resources Commission  
Town of Concord  
141 Keyes Road  
Concord, MA 01742

To Primary Grantee: Concord Land Conservation Trust  
175 Sudbury Road  
P.O. Box 141  
Concord, MA 01742

To Secondary Grantee: Sudbury Valley Trustees  
18 Wolbach Road  
Sudbury, MA 01776

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

#### **XIV. GENERAL PROVISIONS**

##### **A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

##### **B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

##### **C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

##### **D. Entire Agreement**

This instrument sets forth the entire agreement of the Grantor and Grantees with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

#### **XV. BASELINE DOCUMENTATION REPORT**

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report as of the date of recording this CR (“Baseline Report”) prepared by Grantees with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantees and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantees to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

## **XVI. MISCELLANEOUS**

### **A. Pre-existing Public Rights**

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

### **B. Release of Homestead**

The Grantor attests that there is no residence on or abutting the Premises that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

### **C. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

### **D. Executory Limitation**

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be a qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantees' rights and obligations under this Conservation Restriction shall run to the other Grantee. If both Grantees shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organizations under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

### **E. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

### **F. The following signature pages are included in this Grant:**

Grantor: Town of Concord Natural Resources Commission  
Primary Grantee Acceptance: Concord Land Conservation Trust  
Secondary Grantee Acceptance: Sudbury Valley Trustees, Inc.  
Approval of Concord Select Board  
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

**G.** The following exhibits are attached and incorporated herein:

Exhibit A: Reduced Copy of Recorded Plan of Premises  
Exhibit B: Town Vote Authorizing the Use of CPA Funds

We, the undersigned, being a majority of the Natural Resources Commission of the Town of Concord, Massachusetts, acting as its Conservation Commission, hereby certify that at a public meeting duly held on April 23, 2025, the Natural Resources Commission voted to grant the foregoing Conservation Restriction to Concord Land Conservation Trust and Sudbury Valley Trustees, Inc. pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and the vote taken under Article 25 of the Annual Town Meeting with adjourned session on May 2, 2022, and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

TOWN OF CONCORD NATURAL RESOURCES  
COMMISSION, AS ITS CONSERVATION  
COMMISSION:

Sarah Grimwood  
Sarah Grimwood, Chair

William Kemeza  
William Kemeza

Gary Kleiman  
Gary Kleiman

Nicholas Pappas  
Nicholas Pappas

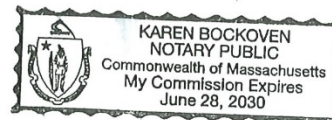
James Smith  
James Smith

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 23<sup>rd</sup> day of April, 2025, before me, the undersigned notary public, personally appeared Sarah Grimwood, William Kemeza, Gary Kleiman, Nicholas Pappas, and James Smith, and proved to me through satisfactory evidence of identification which was personally known to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Karen Bockoven  
Notary Public  
My Commission Expires: June 28, 2030



ACCEPTANCE OF GRANT

The foregoing Grant of Conservation Restriction from the Town of Concord, acting by and through its Natural Resources Commission acting as its Conservation Commission to the Trustees of the Concord Land Conservation Trust and to Sudbury Valley Trustees, Inc., is hereby accepted by the Trustees of the Concord Land Conservation Trust this 7th day of April, 2025.

By: Pauline Cross Reeve  
Pauline Cross Reeve, Chair

Joan D. Ferguson  
Joan D. Ferguson

Lynn G. Huggins  
Lynn G. Huggins

Frederic Mulligan  
Frederic Mulligan

F. Robert Parker  
F. Robert Parker

John M. Stevens  
John M. Stevens

Thomas Tremblay  
Thomas Tremblay

~~Jeffrey Wieand~~



THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 7th day of April, 2025, before me, the undersigned notary public, personally appeared Pauline Cross Reeve, Joan D. Ferguson, Lynn G. Huggins, Frederic Mulligan, F. Robert Parker, John M. Stevens, and Thomas Tremblay, ~~and Jeffrey Wieand,~~ were each and proved to me through ~~satisfactory evidence of identification which was~~ personally known to me to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Mr. S. W. King

Notary Public

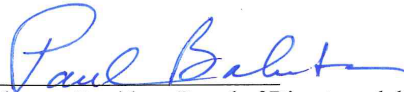
My Commission Expires: 7/18/2025



ACCEPTANCE OF GRANT

The foregoing Grant of Conservation Restriction from the Town of Concord, acting by and through its Natural Resources Commission, acting as its Conservation Commission to the Trustees of the Concord Land Conservation Trust and to Sudbury Valley Trustees, Inc., was accepted by Sudbury Valley Trustees, Inc. this 15 day of April, 2025.

By:

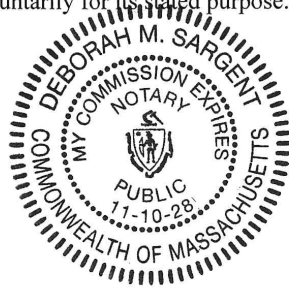


Paul Bakstran, President, Board of Directors, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 15 day of April, 2025, before me, the undersigned notary public, personally appeared Paul Bakstran and proved to me through satisfactory evidence of identification which was Massachusetts Driver's License to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Deborah M Sargent  
Notary Public  
My Commission Expires: 11/10/2028

**APPROVAL OF TOWN OF CONCORD SELECT BOARD**

We the undersigned, being a majority of the Select Board of the Town of Concord, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2025, the Select Board voted to approve the foregoing Conservation Restriction from the Town of Concord, acting by and through its Natural Resources Commission acting as its Conservation Commission, to the Trustees of the Concord Land Conservation Trust and to Sudbury Valley Trustees, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF CONCORD SELECT BOARD

\_\_\_\_\_  
Mary Hartman, Chair

\_\_\_\_\_  
Mark Howell, Clerk

\_\_\_\_\_  
Terri Ackerman

\_\_\_\_\_  
Cameron McKennit

\_\_\_\_\_  
Wendy Rovelli

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared   , Mary Hartman, Terri Ackerman, Cameron McKennit, Wendy Rovelli, and Mark Howell, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF  
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from the Town of Concord, acting by and through its Natural Resources Commission acting as its Conservation Commission, to Concord Land Conservation Trust and Sudbury Valley Trustees, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Rebecca L. Tepper  
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

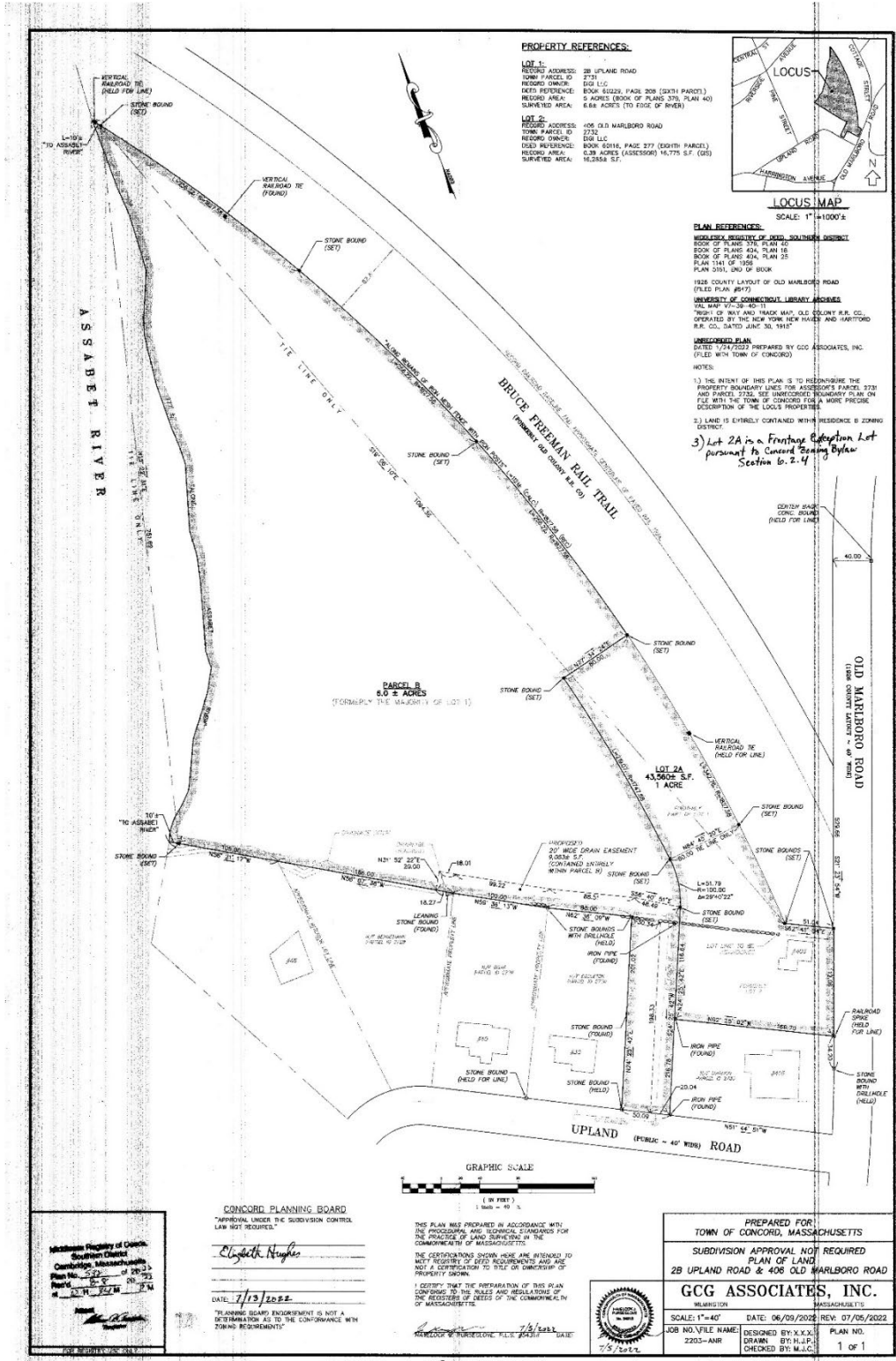
SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# Exhibit A Plan of Land

For official full size plan see Middlesex South Registry of Deeds Plan 532 of 2022.



**EXHIBIT B**

Copy of Town Meeting Vote Authorizing the Use of CPA Funds

**Bk: 80551 Pg: 340**



**Town of Concord**

Office of the Town Clerk  
22 Monument Square  
Concord, Massachusetts 01742-0535

**ANNUAL TOWN MEETING  
May 1 and 2, 2022**

**Assabet River Bluff Preservation Project**

**ARTICLE 25.**

**WARRANT ARTICLE**

**ASSABET RIVER BLUFF PRESERVATION PROJECT**

**ARTICLE 25.** To see if the Town will vote to appropriate, and authorize the Treasurer with the approval of the Select Board to raise and appropriate, transfer from available funds, or borrow the sum of \$500,000 under Mass. Gen. Laws c. 44, § 8C or any other enabling authority, for the purpose of purchasing for community housing, conservation, and passive recreation purposes, by eminent domain, purchase or otherwise, a certain property together with buildings thereon, known as the Assabet River Bluff at 2B Upland Road and 406 Old Marlboro Road, Assessor's Parcels 2731 and 2732, consisting of 7 acres, more or less, as shown on a plan entitled "81X Plan of Land, Existing Boundaries, 2B Upland Road and 406 Old Marlboro Road" prepared by GCG Associates, Inc., dated 1/24/22 (the "Property"); that 6 acres, more or less, of the Property shown as Lots 3, 4, 5, 6, and the proposed right-of-way as shown on a plan entitled "Subdivision Plan" prepared by GCG Associates, Inc. dated 1/27/22 be conveyed to the Town pursuant to Mass. Gen. Laws c. 40, § 8C, to be managed and controlled by the Natural Resources Commission, with a Conservation Restriction over the land to be held by the Concord Land Conservation Trust and the Sudbury Valley Trustees or any other suitable entity as determined by the Natural Resources Commission, and that the Natural Resources Commission, the Town Manager, or the Town Manager's designee, be authorized to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts deemed necessary under the Land and Water Conservation Fund Act (P.L. 88-578, 78 Stat. 897) or any other authority in any way connected with the scope of this Article, and that the Town Manager and the Natural Resources Commission be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to effect said purchase, or take any other action relative thereto.

**VOTE**

On a Motion duly made by Ms. Ackerman and seconded, it was **VOTED**:

That the Town authorize the Treasurer with the approval of the Select Board to borrow the sum of \$500,000 under Mass. Gen. Laws c. 44, § 8C or any other enabling authority, for the purpose of purchasing for community housing, conservation, and passive recreation purposes a certain property

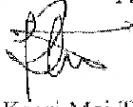
2022 ATM  
Article 25, cont'd

together with buildings thereon known as the Assabet River Bluff and further described in the Warrant on the conditions and terms set forth in the Warrant.

Passed by well more than two-thirds majority vote

May 1, 2022

A True Copy Attest:



Kaari Mai Tari  
Town Clerk



**Town of Concord**  
 Office of the Town Clerk  
 22 Monument Square  
 Concord, Massachusetts 01742-0535

**ANNUAL TOWN MEETING**  
**May 1 and 2, 2022**

**Community Preservation Committee Appropriation Recommendations**

**ARTICLE 26.**

**HANDOUT**

**Community Preservation Committee  
 Appropriation Recommendations**

Annual Town Meeting  
 May 1, 2022

*Prepared by the Community Preservation Committee April 25, 2022*

Motion: Ms. Proctor moves that the Town appropriate the sum of \$2,153,741, from the Concord Community Preservation Fund, of which up to \$100,826 shall be appropriated from the Land Acquisition reserve Fund; up to \$237,142 shall be appropriated from the prior year undesignated fund balance as of June 30, 2021; and up to \$1,815,773 shall be appropriated from projected Fiscal Year 2023 Fund Revenues, in accordance with Chapter 44B of the Massachusetts General Laws, to be expended under the direction of the Town Manager, for the eleven appropriation recommendations as printed in the Warrant.

**WARRANT ARTICLE**

**ARTICLE 26.** To determine whether the Town will vote to appropriate the sum of \$2,153,741, or any other sum, from the Concord Community Preservation Fund, of which up to \$237,142 shall be appropriated from the prior year undesignated fund balance as of June 30, 2021; and up to \$1,815,773 shall be appropriated from projected Fiscal Year 2023 Fund Revenues, in accordance with Mass. Gen. Laws c. 44B, to be expended under the direction of the Town Manager as follows, or take any other action relative thereto:

Item	Project/Description	Category	Land Acquisition Reserve Fund	Prior Year Fund Balance	FY23 CPA Fund Revenues	Total Amount Recommended
A	Town of Concord – Regional Housing Services Office	Community Housing			\$28,000	\$28,000
B	Concord Home for the Aged – 110 Walden St. Preservation Project	Historic Preservation			\$135,000	\$135,000

Item	Project/Description	Category	Land Acquisition Reserve Fund	Prior Year Fund Balance	FY23 CPA Fund Revenues	Total Amount Recommended
C	Trustees of Reservations – The Old Manse Exterior Preservation	Historic Preservation			\$38,500	\$38,500
D	Wright Tavern Legacy Trust and the Trustees of Parish Donations, First Parish Church – Wright Tavern Structural Repairs	Historic Preservation			\$234,400	\$234,400
E	Concord Free Public Library – Concord Oral History Preservation and Access Project	Historic Preservation			\$22,841	\$22,841
F	Town of Concord – Assabet River Bluff Preservation and Housing – Land Acquisition	Open Space	\$100,826		\$599,174	\$1,000,000
		Community Housing			\$300,000	
G	Town of Concord – Junction Village Open Space	Open Space		\$125,000		\$250,000
		Recreation		\$112,142	\$12,858	
H	Town of Concord – Bruce Freeman Rail Trail	Open Space			\$15,000	\$30,000
		Recreation			\$15,000	
I	Town of Concord – Assabet River Pedestrian Bridge	Open Space			\$150,000	\$300,000
		Recreation			\$150,000	
J	Concord Recreation Department – Recreation Facilities Strategic Plan	Recreation			\$75,000	\$75,000
K	Staff and Technical Support	Administration			\$40,000.00	\$40,000
	<b>TOTAL</b>		<b>\$100,826</b>	<b>\$237,142</b>	<b>\$1,815,773</b>	<b>\$2,153,741</b>

**VOTE**

On a Motion duly made by Ms. Proctor and seconded, it was **VOTED**

That the Town take affirmative action on Article 26 as printed in the handout pertaining to the article.

Passed by well more than two-thirds majority

May 1, 2022



A True Copy Attest:

Kaari Mai Tari, Town Clerk



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

**6**

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## **Discuss and Approve Lease Agreement**

**Requested by: SB Chair**

**Action Sought: None**

### **Proposed Motion(s)**

Motion: Move to Approve Lease Agreement

### **Board Action**

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



**TOWN OF CONCORD**  
**Office of the Town Manager**  
Town House  
P.O. Box 535  
Concord, Massachusetts 01742

To: Select Board Members  
From: Megan Zammuto, Deputy Town Manager  
CC: Kerry Lafleur, Town Manager  
Date: April 28, 2025  
Re: Lease of Town Property for Telecommunications Tower and Facilities – Wireless Edge

---

I am writing to recommend that the Select Board vote to approve and execute the attached lease agreement with Wireless Edge Towers, LLC, for the installation and operation of a telecommunications tower facility at 755 Walden Street in Concord, Massachusetts.

This lease agreement stems from a citizen petition article approved at the 2024 Annual Town Meeting, directing the Town to pursue the issuance of a Request for Proposals (RFP) for a cell tower at this location. In response, the Town issued RFP 25-2006. Following a competitive procurement process, Wireless Edge Towers was selected as the preferred vendor in February 2025.

Since that selection, Town staff have worked closely with Town Counsel, the Town's independent RF consultant, the Emergency Communications Coordinator, CyberComm, Inc., and Public Works staff to finalize the lease and ensure the site layout supports municipal operations and public safety communications.

The Select Board has identified improved cellular coverage as a strategic goal. This project directly advances that goal by facilitating a dedicated telecommunications facility at a site specifically identified for this purpose. In addition to enhancing service for residents and businesses, the site will strengthen the Town's emergency communications infrastructure.

**Lease Overview:**

- **Term:** Initial 10-year lease beginning on the earlier of construction commencement or six months after issuance of a building permit.
- **Renewals:** Automatically renewable for up to three additional five-year terms unless the tenant opts out with 12 months' notice.
- **Rent:** Starts at \$31,212 annually, payable in monthly installments of \$2,601. Rent escalates by 3% annually.

- **Sublease Revenue:** The Town will receive 35% of gross revenues from co-locators on the tower, excluding certain reimbursable costs.
- **One-Time Fees:**
  - \$20,000 Proposal Award Fee (paid)
  - \$25,000 Site Access Fee, due upon building permit issuance
- **Additional Rent:** Tenant is responsible for taxes, assessments, and other costs related to its use of the site.

I recommend the Board vote to approve the lease and authorize the Town Manager to sign the agreement.

**Town of Concord, Massachusetts**

**Request for Proposals (RFP) # 25-2006**

**Lease of Town Property for  
Telecommunications Tower and Facilities**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this “Lease”), dated as of \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), is entered into by and between the **Town of Concord**, a Massachusetts municipal corporation acting by and through its Select Board, having an address of 22 Monument Square, Concord, MA 01742 (“Landlord”), and Wireless EDGE Towers II, LLC, a Delaware limited liability company, having an address of 38 West Market Street, Rhinebeck, NY 12572 (“Tenant”).

**Recitals**

WHEREAS, Landlord is the owner of a certain parcel of land located on 755 Walden Street, Concord, MA, identified by the Assessor’s as Parcel 4309, as more particularly described on Exhibit A attached hereto (the “Property”);

WHEREAS, Landlord issued Request for Proposals #25-2006, Property Lease for Installation of Telecommunication Facilities on October 16, 2024 (the “RFP”), soliciting proposals for the lease of a portion of the Property, located at the rear of the Property, for the installation and operation of a wireless telecommunications facility, along with Addendum #1 on October 21, 2024, Addendum #2 on December 18, 2024, and Addendum #3 on January 29, 2025;

WHEREAS, Tenant submitted a proposal in response to the RFP, offering to lease a portion of the Property; and

WHEREAS, Landlord has selected Tenant as the successful proposer, and Landlord and Tenant wish to set forth herein the terms and conditions governing Tenant’s use of a portion of the Property.

NOW, THEREFORE, for good and valuable consideration, Landlord and Tenant agree as follows:

**Agreement**

**1. LEASE OF PREMISES.**

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the portion of the Property containing 10,000 square feet, more or less, as more

particularly described on Exhibit B attached hereto (the "Premises") to permit Tenant to develop the Premises as a wireless telecommunications facility. The Premises shall include an initial equipment compound area of approximately 6,375 square feet (designated in red on Exhibit B) and an expansion area of 3,625 square feet (designated in white on Exhibit B).

The Premises are leased together with the rights described below:

- (a) The exclusive right to install, operate, maintain, repair, upgrade, and replace on the Premises an up to 150-foot high telecommunications tower with a suitable support structure for the transmission and reception of communications signals, as more particularly described on Exhibit C attached hereto (the "Tower"). The Tower shall have sufficient space to be subleased to at least five (5) wireless providers;
- (b) The right to install, operate, maintain, repair, upgrade, and replace on the Premises any communications rooms, cabinets, fixtures and related equipment, cables, accessories and related improvements, subject to the Town's rights as set forth herein;
- (c) The right to locate on the Tower antennas, transmission cables and other appurtenances;
- (d) The right to install, maintain, repair, upgrade, and replace: transmission cables from the equipment room, building or cabinet to the antennas; electric lines from a main feed or off-site power source to the equipment room; and telephone lines from a main or off-site telephone entry point to the equipment room, and to make other reasonably appropriate improvements and alternations to the Premises as is reasonably necessary for the Permitted Uses (defined in Section 2.1);
- (e) The non-exclusive right to use an area east of the Premises (designated in blue on Exhibit B) for construction staging and vehicle turnaround by Tenant, which area shall not be part of the Premises
- (f) A non-exclusive appurtenant easement for the term of the Lease only, over, under and upon the existing driveway located on the Property and shown as "Access & Utility Easement" (the "Access Way") on the Plan for pedestrian and vehicular access to the Premises and for the purpose of providing utilities to the Premises and the maintenance, repair, upgrade, and replacement thereof; and
- (g) Such reasonable easements in the Access Way as may reasonably be required by electric, telephone and other utility companies for the purpose of servicing the equipment on the Premises, subject to Town Meeting authorization.

1.2. Condition of Premises. The Premises are delivered to Tenant, and Tenant accepts the Premises and the Access Way, in its present condition, "AS IS," it being agreed that Landlord has made no representations or warranties of any kind with respect thereto, and that, with the exception of maintaining the Access Way (unless such maintenance is caused by

Tenant's negligence and/or willful misconduct), Landlord shall have no obligation to maintain, do any work on, or make any improvements to or provide utilities to the Property, including the Premises, unless such maintenance and/or improvement work is required as a result of Landlord's negligence and/or willful misconduct.

1.3 Utilities. Tenant shall be solely responsible for bringing onto the Premises, providing, and paying for all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises for the purposes set forth in Section 2.1, which shall be installed in accordance with the reasonable requirements of Landlord and in a manner that avoids material interference to other activities on the Property and is reasonable in appearance, in Landlord's reasonable judgment.

## 2. USE OF PREMISES

2.1 Permitted Uses. Tenant may erect and maintain on the Premises improvements, personal property, and facilities, including, but not limited to a communications facility, which may include a suitable support structure, including without limitation the Tower, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters, and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements as well as any and all pipes, conduits and wires related to the utility infrastructure (collectively, the "Communication Facility"). Landlord and Tenant agree that Exhibits B and C show the initial installation of the Communication Facility and the equipment and other personal property to be placed on the Premises under this Lease. Landlord and Tenant agree that said Exhibits do not limit Tenant's rights under this Lease to improve, modify, replace, supplement, upgrade or remove the Communication Facility or any part thereof during the Term of this Lease, provided that Tenant complies with the provisions of this Lease. During the term of this Lease, Tenant has the right to install and operate transmission cables from the equipment shelter or cabinets to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinets, and to make reasonable improvements, alterations, modifications, replacements or additions appropriate for Tenant's or subtenants' use within the Premises, subject to the provisions set forth herein.

2.2 Installation of Town's Equipment. Landlord reserves the right to collocate on the Tower solely for use in connection with police, fire, rescue, emergency broadcasting systems and other municipal purposes (including cabinets, structures, cables and other facilities for the transmission and reception of communications signals, the "Municipal Antennas and Equipment"), and the right to install, maintain, repair, replace and upgrade the Municipal Antennas and Equipment and backup power option (RPM). Tenant agrees to install the Municipal Antennas and Equipment on the Tower and/or the Premises at Tenant's sole cost and that Landlord shall be entitled to utilize the Tower and/or the Premises, solely in regard to the Municipal Antennas and Equipment, without paying a fee. Landlord shall not assign or sub-license any of its rights hereunder and shall not use the Municipal Antennas and Equipment for non-public purposes; nor charge a fee for the use thereof. After installation, all associated maintenance and repairs to the Municipal Antennas and Equipment and cabling and any obligation to maintain or comply with

any approvals, permits or licenses shall be the responsibility of Landlord. Tenant shall provide Landlord reasonable access to the Premises, including the Tower, to perform such maintenance and repairs, provided that Landlord does not unreasonably interfere with Tenant's use of the Premises or the operation of the Communications Facility. Landlord and Tenant agree that the Landlord's rights to Tower space hereunder shall terminate upon the termination of this Lease. Upon such termination, Landlord shall at its expense promptly remove the Municipal Antennas and Equipment and associated cables in a good and workmanlike manner. **Tenant shall provide Landlord and Landlord's designated public safety agencies with suitable antenna mounts to support the municipal and local public safety antennas in the location agreed upon by Landlord and Tenant. In addition, Tenant shall prepare Landlord's equipment space in the compound including concrete slab or piers, waveguide bridge, utility conduits, electric meter pan and grounding system.**

**Throughout the Term, Tenant shall perform Tower structural analysis for Landlord's antenna installation and antenna modifications at no cost to Landlord.**

2.3 Hours of Use. Tenant and its subtenants, employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) day access to and over the Premises and Access Way for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.

2.4 No Interference. Tenant acknowledges that Landlord uses the Property as the site of its Public Safety Department and agrees that it's use of the Premises under this Lease shall not materially interfere with the use of the Property by the Public Safety Department, others having rights therein, or for such other uses as the Landlord deems appropriate.

### **3. TERM.**

(a) The term of this Lease shall commence on the Commencement Date, as hereinafter defined, and terminate ten (10) years from the Commencement Date (the "Initial Term"). The term "Lease Year" means a period of twelve (12) months, commencing on the Commencement Date or the annual anniversary date thereof.

Tenant shall, to the extent permitted under the Town's Bylaws, have the option of extending the term of this Lease for three (3) periods of five (5) years each (each, an "Extension Term" and, together, the "Extension Terms"), which shall automatically renew provided that Tenant is not then in default under the terms of this Lease beyond any applicable cure period.

The Initial Term and any Renewal Terms, are referred to herein, collectively, as the "Term."

(b) If Tenant elects not to exercise Tenant's right to renew the Term or any Extension Term, as the case may be, Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least twelve (12) months prior to the expiration of the then current term. Unless Tenant notifies Landlord, in writing, of its intention not to exercise an Extension Term, such Renewal Term shall be deemed automatically exercised and this Lease shall continue

pursuant to the terms hereof.

(c) If Tenant remains in possession of the Premises at the expiration of the Lease Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

#### **4. RENT.**

4.1 Commencement Date. The Initial Term and Tenant's obligation to pay Base Rent shall commence on the earlier of: (i) the date on which Tenant commences construction at the Premises, or (ii) six (6) months from the date that Tenant obtains an unappealable building permit to construct the Communication Facility (the "Commencement Date"). All other terms of this Lease shall take effect on the Effective Date. Tenant shall provide notice to Landlord to memorialize the Commencement Date.

4.2 Base Rent. Starting on the Commencement Date, Tenant shall pay Landlord rent in the amount of **Thirty-one Thousand Two Hundred Twelve Dollars (\$31,212.00) a year**, to be paid in equal installments of **Two Thousand Six Hundred One Dollars (\$2,601.00) per month**, during the Term of this Lease (as adjusted annually below, the "Base Rent"). If the Rent Commencement Date shall be on any day other than the first day of the calendar month, the Base Rent and other charges for such month shall be pro-rated on a per-diem basis. The Base Rent shall automatically increase each Lease Year during the Term of this Lease, on each anniversary of the Rent Commencement Date, by **Three percent (3%)**. The Base Rent shall include the right to install and operate one (1) primary antenna level on the Tower and related equipment space in the Communication Facility for one wireless provider (the "Anchor Co-locator") to be designated by Tenant. In the event that the Anchor Co-locator shall vacate the Communications Facility, Tenant shall designate a replacement Anchor Co-locator.

#### 4.3 Other Fees.

(a) **Sublease Rent:** In addition to Base Rent, Tenant shall, commencing on the Commencement Date, pay Landlord **Thirty-five percent (35%)** of the gross revenues Tenant receives from subleasing or licensing any space on the Tower or the Premises to (the "Rental Income"). Sublease Rent shall be paid to Landlord in the same manner and on the same date as the Base Rent is due, though may be paid in arrears. If Tenant fails to pay the Sublease Rent, Landlord may exercise any and all rights and remedies available to Landlord for nonpayment of Base Rent. Tenant shall use good faith and diligent efforts to sublease space on the Telecommunications Facility and shall ensure that subtenants and/or occupants pay market rent to Tenant. The term "Rental Income" as used in this Lease shall mean all amounts paid to Tenant by subtenants, other than the Anchor Co-locator ("Co-locators"), except that Rental Income shall expressly exclude (i) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant caused by, at the request of or on behalf of, the subtenant, including, but not limited to, utilities, site improvements, conduits, taxes, assessments, security deposits, penalties and fines (including interest thereon) for violations of law by the subtenant and legal fees; (ii) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant in entering into this Lease, obtaining the Governmental Approvals, or constructing the Tower and Premises; and (iii) any initial fee to be charged by Tenant to each prospective Co-locator to reimburse Tenant for costs, expenses and

fees related to the submissions, installation design and site engineering studies for such Co-locator.

(b) **Proposal Award Fee:** Landlord acknowledges that Tenant has paid Landlord a one-time Proposal Award Fee of **Twenty Thousand Dollars (\$20,000)** pursuant to the requirements of the RFP.

(c) **Site Access Fee.** Upon receipt of all Governmental Approvals, including a building permit to construct the Communications Facility, Tenant shall pay Landlord a Site Access Fee of **Twenty-five Thousand Dollars (\$25,000)**, payable within ten (10) business days of issuance of the building permit.

(d) **Landlord Use of Fees:** At Landlord's written request, the above fees per 4.3(c) may, to the extent permitted by law, be used by the Landlord for procurement of Municipal Antennas and Equipment to be deployed at the Communication Facility. Such Fees may be set aside by Tenant for benefit of Landlord as credit for equipment purchases authorized by Landlord. Any unused Fees shall be remitted to Landlord upon request or no later than sixty (60) days from the last authorized delivery.

4.4 **Additional Rent.** From the Commencement Date and throughout the Term of this Lease, Tenant agrees pay, as "Additional Rent," any real and personal property taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the Term of this Lease in relation to the Premises, the Telecommunications Facility, and/or Tenant's use thereof, directly to the assessing authority, as well as any other amounts due and payable hereunder. The Base Rent, the Sublease Rent, the Additional Rent, and all other sums to be paid to Landlord hereunder are referred to, collectively, as the "Rent."

4.5 **Manner of Payment.** All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid without demand or off-set, by check made payable to the "Town of Concord," and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant. Rent shall be payable by Tenant to Landlord monthly in advance (except for Sublease Rent, which may be paid in arrears) on or about the first day of each month during the Term of this Lease.

4.6 **Late Payments.** All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor or similar entity.

4.2. **Rent Adjustment.** If this Lease is terminated prior to the expiration date stated in this Lease, Rent shall be adjusted as of the termination date. Any prepaid Rent shall be returned to Tenant, provided, however, that if Tenant owes Landlord any payments under this Lease, the Town shall have the right to deduct such amounts from the prepaid Rent. Nothing herein shall affect Landlord's rights to collect the balance of any amounts owed to Landlord hereunder.

## 5. INSPECTIONS, APPROVALS.

5.1 Inspections, Tests. Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use. Tenant shall have a period of sixty (60) days from the Commencement Date (the "Due Diligence Period") to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys other reasonably necessary tests (the "Tests") to determine the suitability of the Premises for the Communication Facility (the "Due Diligence"). Notwithstanding anything to the contrary contained above, with respect to the performance of any excavation or any environmental tests or studies involving sampling, testing or analyzing samples of water or soil or building materials, Tenant shall first obtain the prior written approval of the Landlord as to the identity of the company or persons who shall perform such excavation, tests or studies and a written proposal outlining the proposed scope of such excavation, test and studies, which approval may be withheld by the Landlord in its sole and absolute discretion. During any Due Diligence activities or pre-construction work, Tenant shall have insurance which covers such activities as set forth in Section 11, Insurance, and provide Landlord with copies of such insurance prior to conducting any Tests. Tenant will notify Landlord of any Tests in writing at least forty-eight (48) hours prior to performing the same and will coordinate the scheduling of such activities with Landlord. If in the course of its Due Diligence Tenant determines that the Premises are unsuitable for Tenant's contemplated use, Tenant shall have the right to terminate this Lease prior to the expiration of the Due Diligence Period by delivery of written notice thereof to Landlord, without the payment of a Termination Fee. Tenant will defend, indemnify, and hold harmless Landlord against all costs (including reasonable attorneys' fees), claims, damages and liabilities arising as a result of the negligence or willful misconduct of Tenant or its agents, employees, representatives, contractors or invitees, or from Tenant's exercise of the rights granted herein. If Tenant fails to object to the condition of the Premises by the expiration of the Due Diligence Period, Tenant shall thereafter have no right to terminate the Lease for the condition of the Premises as the same exist as of the expiration of the Due Diligence Period.

5.2 Governmental Approvals. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning relief, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Lease and agrees to reasonably assist Tenant with such applications at Tenant's sole cost and expense, except with respect to local permits and/or approvals where Landlord's assistance may constitute a conflict of interest.

(b) Tenant shall use good faith and diligent efforts to obtain, at its sole cost and expense, such Governmental Approvals within six (6) months from the Commencement Date (the "Permit Period"). The Permit Period shall be extended if any required land use Governmental Approval is appealed by a third party, provided that Tenant uses diligent efforts to resolve the same within nine (9) months from the Commencement Date (the "Extended Permit Period"). If, despite using good faith and diligent efforts, Tenant fails to (a) obtain any required Governmental Approval within the Permit Period or (b) resolve an appeal of a required land use Governmental Approval

within the Extended Diligence Period, Tenant may terminate this Lease without the payment of any Termination Fee (defined in Section 7.1), by giving Landlord written notice thereof prior to the expiration of the Permit Period or the Extended Permit Period, as the case may be.

(c) Landlord shall have the right to terminate this Lease if Tenant fails to use good faith and diligent efforts to obtain any of the required Governmental Approvals or to resolve any appeal made thereof by a third party by the expiration of the Extended Permit Period. If Landlord elects to terminate this Lease under the provisions of this Section, Landlord shall give Tenant written notice thereof, and this Lease shall terminate sixty (60) days from the date of said notice, unless Tenant obtains the required Governmental Permits or resolves any appeal within said sixty (60)-day period (in which case Landlord's notice of termination shall be null and void).

## **6. INSTALLATION OF COMMUNICATIONS FACILITY; USE; MAINTENANCE.**

6.1. Governmental Requirements. Tenant agrees to comply with all applicable federal, state, and local laws, rules, regulations, permits, and approvals, including, without limitation, those required by the Federal Communications Commission ("FCC"), if applicable, the Federal Aviation Administration ("FAA"), the Town of Concord's Zoning Bylaws, and the standards and requirements set forth therein for the installation of wireless communications facilities in the Town of Concord, and federal, state and local noise and environmental regulations, as the same may be amended from time to time, relating to Premises, the Communication Facility, and/or the use and operation of the Communications Facility on the Premises (the "Governmental Requirements"). Tenant shall make such alterations to the Premises as are required to ensure that Tenant's Communication Facility complies with all applicable Governmental Requirements.

Notwithstanding the foregoing, Tenant agrees that:

- (a) There shall be no services, equipment or storage at the Premises other than what is necessary for Tenant and its subtenants to provide wireless services from the Premises. Tenant and any subtenant's use of the Premises shall be unmanned (other than periodic visits required to install, inspect, maintain or repair any equipment);
- (b) Tenant shall place a fence around the Premises. Tenant shall screen and landscape the Premises and shall be in compliance with all Governmental Requirements;
- (c) Any proposed external lighting of the Communications Facility on the Premises shall comply with all Governmental Requirements;
- (d) Tenant, and not Landlord, shall be responsible for all signs at the Premises that are required by governmental authorities with applicable jurisdiction over the Premises and Tenant's operations. Any such signs shall be included in the Approved Plans and Specifications that are subject to Landlord's approval pursuant to Section 6.2 below;
- (e) Testing of any generator at the Premises shall occur between 10:00 am and 4:30

pm, Monday through Friday; and

- (f) To the extent commercially reasonable, all equipment located at the Premises by Tenant or subtenants shall incorporate technology to achieve the quietest operation reasonably attainable.

6.2 Approved Plans and Specifications. No improvements (including, without limitations, the Communications Facility) may be constructed, erected, maintained, repaired or replaced on or at the Premises unless Tenant has submitted detailed plans and specifications showing the Communications Facility, the Access Way, and such other items as Landlord may reasonably request (the "Approved Plans and Specifications") to Landlord at least forty-five (45) days to undertaking the same and has obtained Landlord's prior written consent thereof, which consent shall not be unreasonably withheld. Such approval shall include, but not be limited to, review and approval of the precise location and design of the Communications Facility or other improvements, and the landscaping of the Premises. Tenant agrees to secure the Communications Facility and other improvements and to address reasonable safety and aesthetics issues raised by Landlord. The review and approval by Landlord under this Lease shall be in addition to any other approvals required under all applicable federal, states and local laws, rules and regulations. The Approved Plans and Specifications shall be updated during the course of construction to reflect approved changes. Tenant agrees to reimburse Landlord for reasonable fees and costs incurred by Landlord in reviewing such Approved Plans and Specifications and any work performed by or on behalf of Tenant, provided that Landlord submits to Tenant invoices showing such costs.

6.3 Amending Exhibits. Landlord and Tenant acknowledge and agree that the location and design of the Communications Facility and other improvements made to the Premises is subject to review and approval by the Planning and/or Zoning Boards having jurisdiction over the Premises. Therefore, the parties agree that Exhibits A, B, and/or C, which show the proposed location of the Communication Facility within the Premises, may need to be modified in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the Premises. If applicable, amended exhibits will be provided by Tenant and attached to this Lease in place of the existing exhibits, copies of which will be provided to Landlord for review prior to being incorporated into this Lease.

6.4 Construction Schedule. Tenant shall commence construction of the Communication Facility promptly after Tenant receives all required Governmental Approvals and shall pursue the completion thereof with all due diligence.

6.5 Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in accordance with the Approved Plans and Specifications, in good and workmanlike manner, and in accordance with local building permits. Tenant's construction, operation, use and maintenance of the Communication Facility and any and all other improvements on or at the Premises shall at all times comply with all applicable Governmental Requirements. Tenant will be responsible for obtaining and maintaining, at its sole cost and expense, all approvals, and permits necessary for the construction of the Communications Facility and any and all other improvements on or at the Premises. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days

a week for purposes of maintenance and repair but Tenant shall give the Landlord at least five (5) days' notice prior to commencement of construction.

6.6 Construction Costs. Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the Communication Facility and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which Tenant will make payments directly to said company. Tenant shall repair, at its sole cost and expense, any damage caused to the Property as a result of any act or omission of Tenant or its employees, agents, contractors, or invitees.

6.7 Mechanics Liens. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to the Landlord within thirty (30) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless the Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

6.8 Removal. Tenant shall be responsible for removal of all portions of the Communications Facility in accordance with Section 12 of this Lease.

6.9 Removal Bond. Before Tenant commences any work on the Premises (other than the Tests conducted under Section 5.1), Tenant shall provide Landlord with a bond in the amount of Twenty-five Thousand Dollars (\$25,000.00) in favor of Landlord from a bond company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably satisfactory to Landlord (the "Removal Bond") to secure the removal of the Communication Facility at the expiration or earlier termination of this Lease. The Removal Bond shall be maintained during the Term of this Lease, and the amount of said bond shall be recalculated by Tenant at least every five (5) years and adjusted accordingly based upon the costs of removal of the Communication Facility. Tenant shall provide such calculations to Landlord for its review. The Removal Bond shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining Landlord's prior written consent. Notwithstanding the foregoing, no Removal Bond shall be required as long as active Municipal Antennas and Equipment or public safety antennas are present on the Tower.

6.10 Construction Bonds. Before Tenant commences any work on the Premises (other than the Tests conducted under Section 5.1), Tenant shall require any contractor hired to construct the Communication Facility to furnish both a performance bond and a payment bond naming the Tenant and Landlord as co-obligees (collectively, the "Contractor Bonds"). The penal sum of the performance bond shall be the amount of the construction contract. The penal sum of the payment bond shall be the amount of the construction contract. The Contractor Bonds shall be written by a company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably

satisfactory to Landlord. The Contractor Bonds shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining both Tenant's and Landlord's consent. If Tenant intends to construct the Communications Facility itself, it shall provide the Contractor Bonds to Landlord.

6.11 Maintenance of Premises. Tenant shall keep the Premises in good and safe order and condition, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit its agents, employees, representatives or invitees to commit waste to the Premises. If Tenant or its agents, employees, representatives or invitees (including sublessees) damage the Property or any property (including any wireless facility or equipment) of Landlord or any other tenant on the Property, Tenant shall, at its sole cost and expense, promptly repair and restore the Property and/or any property of the Town or of other tenants. Tenant shall be responsible for the removal of all of its trash and waste. Landlord shall have no obligation to maintain the Premises or to remove snow or ice from the Property.

6.12 Maintenance of Communication Facility. Tenant shall maintain and repair the Communication Facility in good order and condition, reasonable wear and tear and damage by casualty excepted, and shall maintain the Communication Facility and related equipment so as to keep it safe, sanitary, and in good working order and condition.

6.13 Changes, Alterations. Tenant shall obtain Landlord's prior written consent prior to making any material or structural alterations, changes, or additions to the Approved Plans and Specifications, the Premises, or the Communication Facility, including, without limitation, adding any additional equipment shelters, generators, and other structures. Tenant shall follow the review and approval procedures set forth in Section 6.2 above to obtain Landlord's consent.

6.14 Utilities. Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises or elsewhere on the Property. Landlord will cooperate with any utility company requesting an easement over, under and across the Premises in order for the utility company to provide service to the Tenant, subject to Town Meeting approval and any other applicable approvals.

6.15 Contact. Both Tenant and Landlord shall provide each other with the name and telephone number of a primary contact and a secondary contact, one of which shall be reachable and responsive in the event of an emergency, twenty-four (24) hours per day, seven (7) days per week. Tenant shall also cooperate with Landlord with respect to public safety matters, including access needed for fire protection and safety.

## **7. Intentionally Omitted.**

## **8. INTERFERENCE; ENERGY SAFETY COMPLIANCE.**

8.1 Interference. Tenant warrants that it will operate its Communication Facility at the frequencies set forth Co-locator's subleases. Tenant shall be responsible for taking commercially reasonable measures to ensure that its use of the Premises will not cause

"measurable interference," as defined by the FCC, to any present and future Municipal Antennas and Equipment installed on the Premises from time to time, to local radio, television, police, public safety, national defense or other similar operations, and to any equipment of any other lessees of the Property which existed on the Property prior to the date this Lease is executed by the parties. In the event that Tenant's equipment causes such interference, Tenant shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing, within thirty (30) days of written notification from Landlord, unless such interference is with the Municipal Antennas and Equipment, in which event Tenant shall use any and all means to immediately cease such interference.

8.2 Radio Frequency Energy Safety Compliance. The Communication Facility and any other equipment or structures placed on the Premises by Tenant or its subtenants or licensees shall comply with applicable state and federal laws and regulations regarding human exposure to radio frequency energy. Landlord, at its discretion, may reasonably request verification of such compliance no more than once a Lease Year. Upon such request, Tenant and its subtenants shall provide the necessary documentation and shall cooperate with Landlord to demonstrate such compliance. Compliance may be determined by computation, visual inspection, and/or measurement as conditions warrant. The compliance analysis shall employ currently accepted evaluation methods, such as those contained in FCC Office of Engineering and Technology Bulletin 65. Before making any changes in the Communication Facility or operating parameters that materially affect its radio frequency emissions, Tenant shall inform Landlord in writing of its plans to make such changes. Landlord may require Tenant to supply information about the radio frequency emissions of its equipment whenever Landlord has reason to believe a material change in emissions has occurred.

## 9. ENVIRONMENTAL.

9.1 Existing Hazardous Materials. Tenant has completed or shall, promptly following the Effective Date, conduct a Phase I Environmental Site Assessment and shall promptly notify the Landlord of the discovery of any such Hazardous Materials. Landlord, at its sole cost and expense, shall be responsible for the containment, removal and remediation of all pre-existing releases of Hazardous Materials at or from the Premises as required to complete construction of the Communication Facility in accordance with General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other applicable laws regarding the presence, use or disposal of Hazardous Materials. Landlord shall provide a written plan describing Landlord's plan for addressing the presence of the same.

9.2 Use of Hazardous Materials. Tenant agrees that it will not and will not allow others (including subtenants) to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Premises in violation of any law or regulation. Tenant shall inform the Concord Fire Chief in writing of any Hazardous Materials to be used, present or brought upon the Premises, and shall provide updates if any of the information changes during the term of this Agreement. Tenant shall be permitted to use and store on the Premises back-up power batteries (e.g. lead-acid batteries) and reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents) to the extent that such batteries and

materials are properly handled and stored in accordance with all local, state, and federal laws and regulations, so as to prevent a release of hazardous materials in and on the Premises.

9.3 Hazardous Materials. “Hazardous Materials” are any hazardous, toxic or radioactive materials, substances or waste, as defined in federal or state law regulating or addressing the generation, storage, use, or transportation of such materials, including but not limited to Massachusetts General Laws, Chapter 21E; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III), 42 U.S.C. §11001, et seq.; and any rules, regulations or orders promulgated pursuant thereto (the “Environmental Laws”). Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of Hazardous Substances on the Premises or be required to abate or remediate the same, it being acknowledged that, in the event that Hazardous Materials are present on the Premises (and the same is not caused or exacerbated by Tenant or any of the other Tenant Parties), Tenant’s sole remedy shall be to terminate this Lease, without recourse.

#### 9.4 Indemnity.

(a) Tenant agrees to defend, indemnify, and hold harmless and Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages, including attorneys’ fees) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding arising out of or related to the failure of Tenant or any of the other Tenant Parties (defined in Section 10.1) to comply with any Environmental Laws, including without limitation, any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or matters as may now or hereafter be in effect. The indemnification of this Section specifically includes all costs, expenses and fees incurred in connection with any investigation of the condition of the Premises or the Property, as applicable, or any clean-up, remedial, removal or restoration work required by any governmental authority. Tenant shall not be obligated to indemnify Landlord for environmental conditions existing on the Premises prior to the Commencement Date unless (1) the discovery, alteration or disturbance of such conditions was caused or necessitated by the construction of the Communications Facility; or (2) caused or exacerbated by any of the Tenant Parties (defined in Section 10.1) or for any Hazardous Materials present on the Premises because of the negligence of Landlord.

(b) Landlord agrees to defend, indemnify, and hold harmless and Tenant from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages, including attorneys’ fees) and for responding to any action, notice, claim, order,

summons, citation, directive, litigation, investigation or proceeding arising out of or related to the failure of Landlord or any of the other Landlord Parties (defined in Section 10.1) to comply with any Environmental Laws, including without limitation, any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or matters as may now or hereafter be in effect arising from the release or migration of Hazardous Materials by the Landlord or from the portions of the Property other than the Premises. The indemnification of this Section specifically includes all costs, expenses and fees incurred in connection with any investigation of the condition of the Property, or any clean-up, remedial, removal or restoration work required by any governmental authority. However, Landlord shall not be obligated to indemnify Tenant for (a) the presence of any Hazardous Materials on the Premises existing as of the Effective Date or (b) occurring or released following the Effective Date because of the action or negligence of Tenant.

9.5 Costs. The indemnifications of this Section 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

9.6 Survival. The provisions of this Section 9 will survive the expiration or termination of this Lease.

## **10. INDEMNIFICATION; RELEASE.**

10.1 Tenant Indemnity. In addition to Tenant's obligations under Section 9.3, Tenant shall indemnify, hold harmless, release and defend Landlord, and its officers, agents, and employees against and from all claims, expenses, or liabilities arising directly or indirectly from (a) the failure of Tenant to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations, or lawful direction now or hereafter in force of any public authority; (b) the condition of the Communication Facility; and/or (c) the act, omission, negligence or intentional misconduct on the part of Tenant, the subtenants, and/or Tenant's or subtenant's agents, employees, contractors, invitees or anyone else claiming by, through or under Tenant and/or subtenant (collectively with Tenant, the "Tenant Parties"). However, Tenant shall not be obligated to indemnify Landlord to the extent such claim, expense, or liability results directly from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors (the "Landlord Parties"). Any obligations of Tenant under this Lease shall be binding on all the other Tenant Parties, and Tenant shall be responsible for such other Tenant Parties.

10.2 Release. To the maximum extent permissible by law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant or any of the Tenant Parties unless caused by the negligence or willful misconduct of Landlord or its officers, agents, or employees.

10.3 No Personal Liability. To the fullest extent permitted by law, no official, employee, agent or representative of Landlord shall be individually or personally liable for any obligation or liability of Landlord under this Lease.

10.4 Survival. The provisions of this Section shall survive the termination or expiration

of this Lease.

## 11. INSURANCE.

11.1 Required Insurance. Tenant and any subtenant shall carry during the Term, at its own cost and expense, the following insurance:

- (a) Commercial general liability with a minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence and Three Million and no/100 Dollars (\$3,000,000) aggregate limit. The policy shall include blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability and independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (b) All-risk property damage insurance for replacement of the Communication Facility and Tenant's property. Said insurance shall include coverage for all natural disasters, including earthquakes, hurricanes, tornadoes, and floods.
- (c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks, and/or rented automobiles and trucks, in the amount of (i) One Million and no/100 Dollars (\$1,000,000) for bodily injury and consequent death per occurrence, and Five Hundred Thousand Dollars (\$500,000) for property damage per occurrence, or One Million Dollars (\$1,000,000) combined single limit.
- (d) Workers Compensation in the minimum amount of the statutory limit.
- (e) Umbrella liability in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate over all other insurance required by this Lease.

11.2 General Requirements. The following conditions shall apply to the insurance policies required herein:

- (a) All insurance shall commence no later than the Commencement Date. Tenant shall provide Landlord with copies of the insurance policies, meeting the requirements set forth herein, and naming Landlord as an additional insured. All insurance of Tenant shall be primary with respect to any insurance maintained by Landlord with respect to claims resulting from the Tenant's negligence and shall not call on Landlord's insurance for contributions.
- (b) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

- (c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.
- (d) All insurance policies and certificates shall include a provision requiring thirty (30) day's written notice to Landlord of cancellation or reduction. On each anniversary of the Commencement Date, and at such other times as Landlord may reasonably request, Tenant shall provide Landlord with a certificate evidencing the coverages required hereunder.
- (e) Tenant's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease under which Landlord may in its sole discretion take immediate and unilateral action to suspend the rights of Tenant to operate pursuant to this Lease until said breach is corrected and/or to exercise such other rights and remedies available to Landlord.
- (f) Tenant's obligation to hold harmless and indemnify Landlord shall not be limited by the requirement for, or existence of, insurance coverage.
- (g) Landlord shall have the right to require Tenant to increase such limits at least every five (5) years when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased.

## 12. REMOVAL.

12.1 Waiver of Liens. All portions of the Communication Facility and other equipment or materials brought onto the Property by Tenant or its subtenants (except any equipment, facilities or materials of Landlord) will be and remain Tenant's personal property and may, at Tenant's option, be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being acknowledged by Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed at any time during the Term provided that Tenant restores the Premises in accordance with the provisions of Section 12.2.

12.2 Removal. Within sixty (60) days of the expiration or termination of this Lease, Tenant shall remove the Communication Facility and other equipment or materials brought onto the Property by Tenant or its subtenants. If requested, Tenant shall remove footings, foundations, and concrete from the Premises to three (3) feet below grade. Tenant shall restore the Premises as close as is reasonably possible to its original condition, normal wear and tear and damage by fire or other casualty excepted. In the event that Tenant fails to remove the Communication Facility within said sixty (60) day period and/or to restore the Premises to the condition required herein, Landlord may use the Removal Bond to effectuate the same. Upon the expiration or

termination of this Lease, Landlord may elect to retain or transfer ownership of the Communication Facility and the then active Co-locator Subleases. In such case, Landlord or the transferee will reimburse Tenant for the fair market value of the Communication Facility and Co-locator Subleases.

12.3 Survival. The provisions of this Section 12 shall survive the expiration or earlier termination of this Lease.

### **13. ASSIGNMENT AND SUBLETTING.**

13.1 Assignment. Tenant may assign or transfer this Lease to any entity which is a communications company in the business of operating Communication Facilities; (i) is a parent, subsidiary or affiliate of Tenant; (ii) controls or is controlled by or under common control with Tenant; (iii) is merged or consolidated with Tenant; or (iv) acquires more than fifty percent (50%) of an ownership interest in Tenant or the assets of Tenant in the area in which the Property is located, provided that notification is submitted to Landlord within sixty (60) days of said assignment or transfer and the assignee, at the Town's request, enters into an Assignment and Assumption Agreement agreeing to assume Tenant's obligations under this Lease. Tenant shall not otherwise assign this Lease without Landlord's written consent, which consent shall not be unreasonably withheld, discontinued or delayed.

13.2 Rental Stream. If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of (or otherwise seeking to acquire) the rental stream associated with this Lease (a "Purchase Offer"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchaser Offer is valid, genuine and true in all respects (a "Purchase Offer Notice"). Tenant shall have the right within thirty (30) days after it receives the Purchase Offer Notice to agree in writing to match the terms of the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer subject to the terms of this Lease (including, without limitation, the terms of this Subparagraph 13.2, to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 3.2, the assignment on the terms set forth in the Purchase Offer, as amended and the foregoing time periods and terms/conditions shall re-apply to the amended Purchase Offer. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Lease; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Lease without the necessity of any further written confirmation of said termination of this right of first refusal.

13.3 Sublease. Tenant may, without Landlord's consent, sublet or license a portion or portions of the Premises for collocation by FCC-licensed wireless communication carriers and similar entities at market-based rents and fees, provided that Tenant pays Landlord the Sublease

Rent as set forth in Section 4.3 above and that such subtenant or licensee shall be bound to comply with the terms of this Lease. Tenant shall provide Landlord with a copy of all subleases and licenses and any amendments thereto for space at the Premises within ten (10) days of entering into any sublease, license or amendment. Any subtenant of Tenant shall not have the right to further sublease or license their space to another entity or person. Tenant's failure to pay Landlord the Sublease Rent or to provide a copy of any such sublease, license or amendment thereto shall constitute a material default under this Lease.

#### **14. DEFAULT AND RIGHT TO CURE.**

14.1 Default by Tenant. It shall be an event of default if:

- (a) Tenant fails to pay Rent or any other amounts due to Landlord under this Lease when due hereunder, or maintain the insurance required hereunder, and such failure continues for ten (10) days after written notice from Landlord that the same is due;
- (b) Tenant fails to perform or observe any other term or condition contained in this Agreement and such failure is not cured within thirty (30) days after written notice from Landlord, provided, however, that if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Tenant commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date of the notice from Landlord);
- (c) Tenant is declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver or trustee is appointed to take over and conduct the business of Tenant, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated not later than ninety (90) days after such declaration, election or appointment, unless (i) such debtor in possession, receiver or trustee shall have within said ninety (90) days shall have remedied all defaults under this Lease; and (ii) such debtor in possession, receiver or trustee shall have within said ninety (90) days executed an agreement, duly approved by the Town, whereby such debtor in possession, receiver or trustee shall assume and agree to be bound by each and every term, provision and limitation of this Lease, and if in bankruptcy Tenant, for itself, for the debtor in possession, the receiver or trustee does, hereby waives its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the Court's Order for Relief.

In the event of default, Landlord shall have the right, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended (in which event Tenant shall pay Landlord the Termination Fee), and remove the Communications Facility and Tenant's other affects on the Property if Tenant fails to remove the same in

accordance with Section 12, without prejudice to any remedies which might be otherwise be available to Landlord.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

14.2 Default by Landlord. It shall be an event of default under this Lease if Landlord fails to perform any material term or condition under this Lease within sixty (60) days after receipt of written notice from Tenant specifying the failure, provided, however, that no such failure will be deemed to exist if Landlord commences to cure the default within such sixty (60) day period and thereafter prosecutes the same to completion with reasonable diligence.

**15. NOTICES.**

Any notice required or permitted to be given in writing under this Lease shall be (a) mailed by certified mail, postage prepaid, return receipt requested, (b) sent by overnight air courier service, or (c) sent by facsimile or email (provided an identical notice is also sent simultaneously by mail or overnight courier as otherwise provided in this Section). Notice will be addressed to the parties at the addresses set forth below. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

<u>If to Tenant, to:</u>  Wireless EDGE Towers III, LLC PO Box 63 Rhinebeck, New York 12572 Attention: Tower Development	<u>With a copy to:</u>  Corrigan, Baker & Levine, LLC 75 South Broadway, Suite 4-961 White Plains, New York 10601 Attention: Robert J. Levine, Esq.
<u>If to Landlord, to:</u>  Town of Concord 22 Monument Square Concord, MA 01742 Attention: Town Manager	<u>With a copy to:</u>  Anderson Kreiger 50 Milk Street, 21 <sup>st</sup> Floor Boston, MA 02110 Attention: Mina Makarious, Esq.

**16. CONDEMNATION.**

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a substantial portion of the Premises sufficient, in Tenant's reasonable determination, to render the Premises substantially unsuitable for Tenant's use, Tenant may terminate this Lease, without the payment of the Termination Fee, by written notice thereof

to Landlord, and this Lease will immediately terminate. Upon such termination, this Lease shall become null and void, and Landlord and Tenant shall have no other further obligations to each other hereunder, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the unamortized value of its Communication Facility.

## **17. CASUALTY.**

Landlord will provide prompt notice to Tenant of any casualty affecting the Property. If Tenant's Communication Facility or improvements are substantially damaged or destroyed, Tenant may terminate this Lease by upon written notice to Landlord. Termination shall be effective immediately after such notice is given. Upon such termination, this Lease shall become null and void, and Landlord and Tenant shall have no other further obligations to each other hereunder, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. If Tenant elects to continue this Lease, Tenant shall restore the Premises and/or Communication Facility to the condition existing immediately prior to such damage or destruction. Tenant shall not unreasonably or unnecessarily delay restoration of its Communications Facility.

## **18. MISCELLANEOUS.**

18.1 Landlord's Access Rights. Landlord shall have a right of access to the Premises at all times, to inspect the Communication Facility and/or the Municipal Antennas and Equipment, to take necessary actions to protect the Municipal Antennas and Equipment and/or the property or persons on the Property, to enforce the terms of this Lease, or for any other purpose. Except in cases of emergency, the Landlord must give Tenant at least twenty-four (24) hours' notice of any request for access to the Premises. In the event of an emergency, Landlord shall give Tenant notice of any access as soon thereafter as practical. If Landlord needs to alter the Municipal Antennas and Equipment located on the Tower, Landlord shall give Tenant at least forty-eight (48) prior notice thereof and shall comply with any reasonable rules and regulations of Tenant to ensure that Landlord does not damage the Tower or any antennas or other equipment installed on the Tower.

18.2 Landlord's Responsibilities. Upon the payment of Rent and the performance of all applicable terms of this Lease, Tenant shall have the right to quiet use and enjoyment of the Premises for the purposes provided for in this Lease only, recognizing, however, that the Property shall continue to be used by the Town of Concord, and that the Town shall, as owner, have unimpeded access to the Property, including the Premises, at all times (subject to the notice provision).

18.3 No Indirect/Consequential Damages. Neither Landlord nor Tenant shall have liability to the other or to their prospective subtenants or licensees for any interruption of Tenant's/subtenant's/licensee's business due to casualty or any other reason. In no event shall Landlord or Tenant incur liability hereunder with respect to indirect or consequential damages

incurred by the other party or any person acting by or through that party due to any act or omission by Landlord or Tenant.

18.4 Amendment; Waiver. This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

18.5 Short Form Lease. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease attached hereto and incorporated herein as Exhibit D. Either party may record this memorandum at any time, in its absolute discretion.

18.6 Bind And Benefit. The terms and conditions contained in this Lease will run with the Premises and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

18.7 Severability. If any term or condition of this Lease is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

18.8 As-Built Drawings. Tenant shall provide Landlord with two (2) sets of as-built drawings upon completion of construction.

18.9 Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; (v) use of the terms "termination" or "expiration" are interchangeable, (vi) reference to a default will take into consideration any applicable notice, grace and cure periods, and (vii) references to "Tenant" shall, where appropriate, include the other Tenant Parties.

18.10 Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

18.11 No Option. The submission of this Lease for examination or consideration does not constitute a reservation of or option for the Premises. This Lease will become effective as an agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and

Tenant.

18.12 No Limitation of Regulatory Authority. The parties acknowledge that nothing in this Lease shall be deemed to be an agreement by Landlord to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of Landlord or any regulatory authority of Landlord to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable legal requirements.

18.13 No Presumptions Regarding Preparation of Lease Agreement. The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease.

18.14 Survival. Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease shall so survive.

18.15 Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Tenant submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Lease.

18.16 Municipal Requirements. The terms and provisions of this Lease shall be subject to the satisfaction of all applicable municipal and other governmental requirements including without limitation M.G.L. c. 30B sec. 16.

18.17 Counterparts. This Lease may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile or other electronic method (e.g., DocuSign), and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

In Witness Whereof, the parties hereto have caused this Lease Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.


LANDLORD:

TENANT:

**Town of Concord**

**Wireless *EDGE* Towers II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

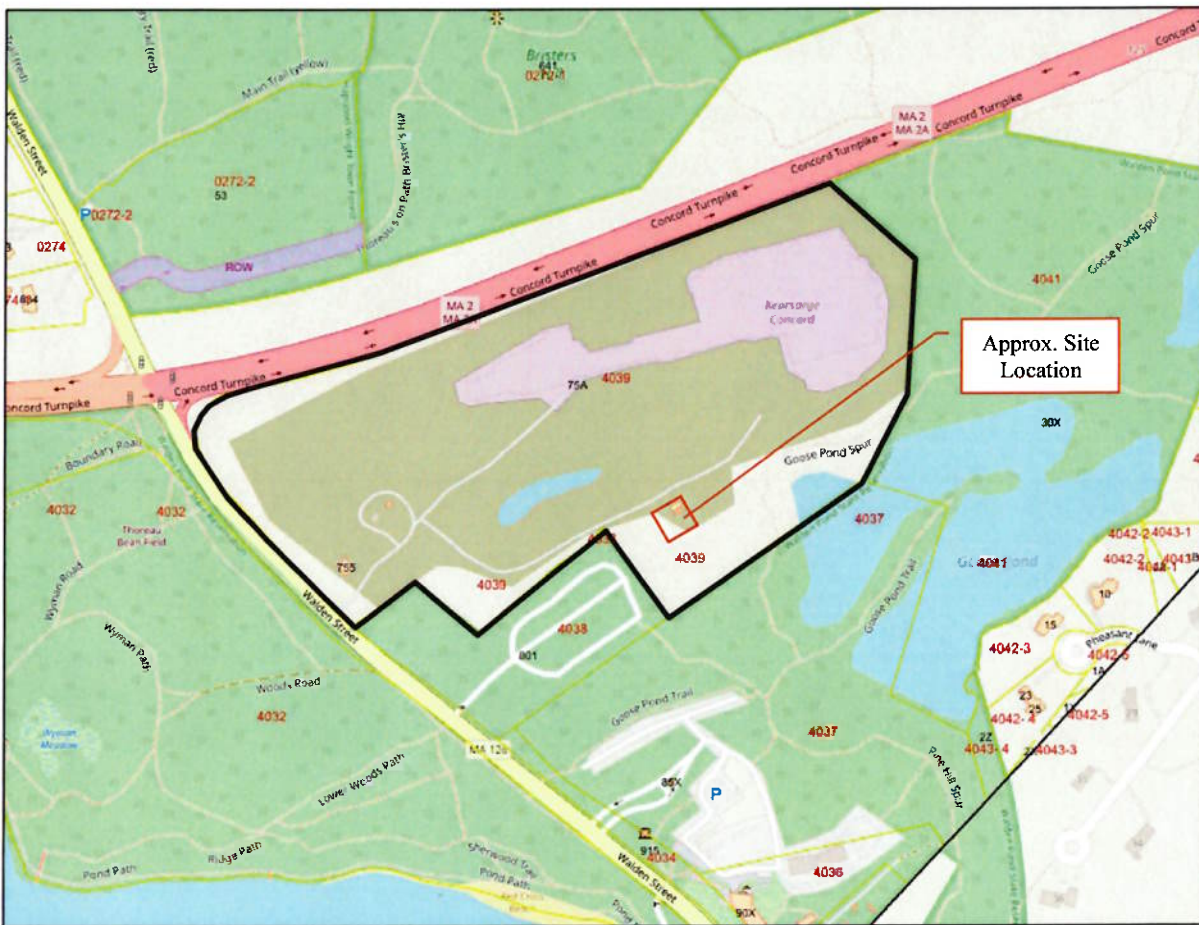
By:  \_\_\_\_\_  
Name: John E Arthur  
Title: President

## EXHIBIT A

### Description of the Landlord's Property

That certain parcel of real property located in the Town of Concord, County of Middlesex, Commonwealth of Massachusetts, designated as Parcel 4309 and commonly known as 755 Walden Street, a portion of which properties are more particularly shown on Exhibit B attached hereto.

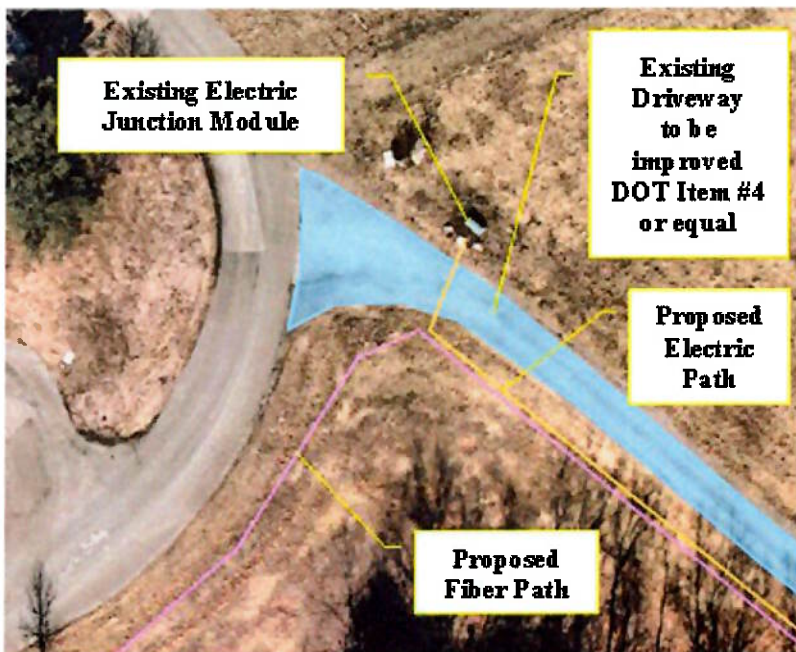
Legal Description/Map:



**EXHIBIT B**

**Description of the Premises**

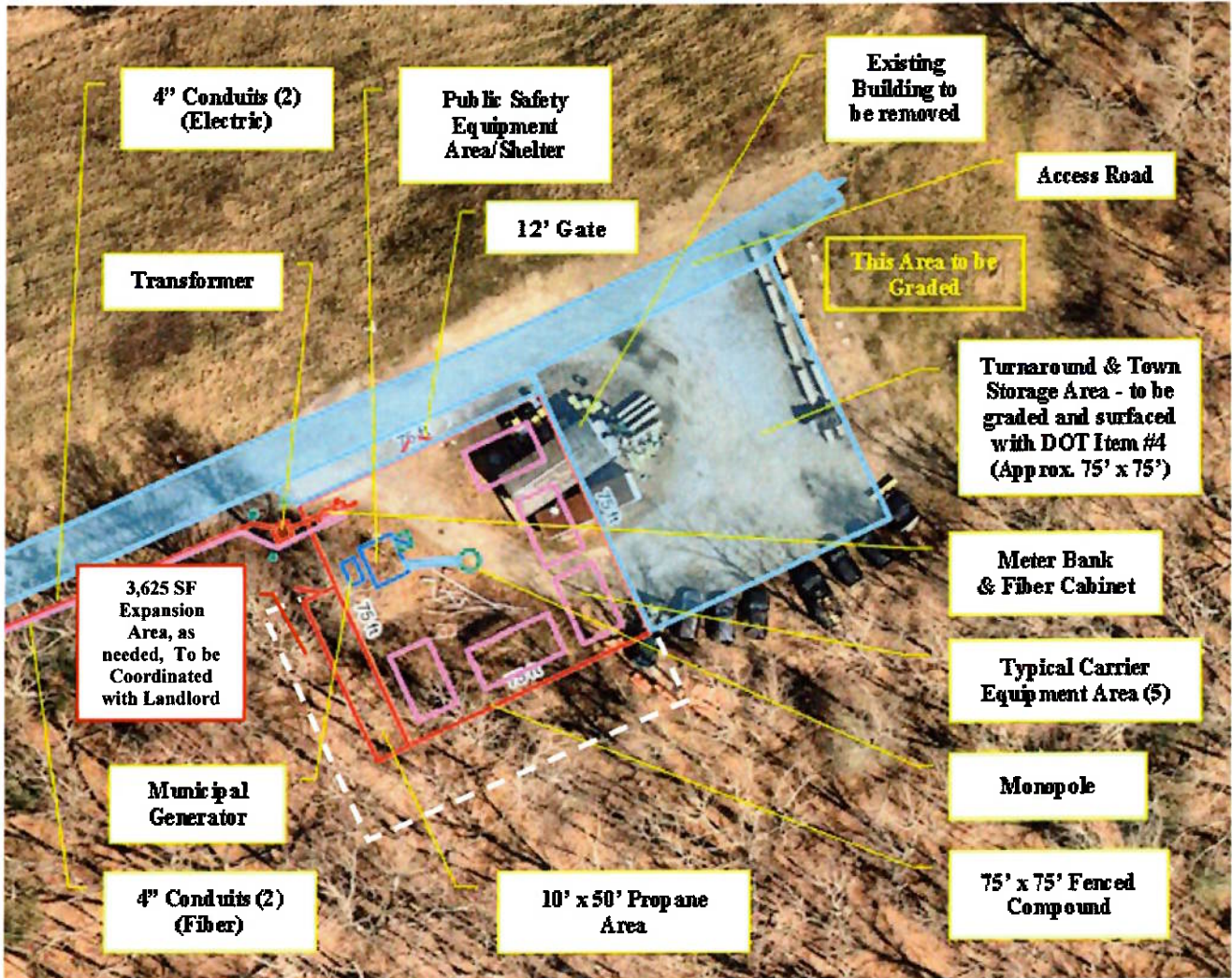
Sheet 1 of 2



**EXHIBIT B**

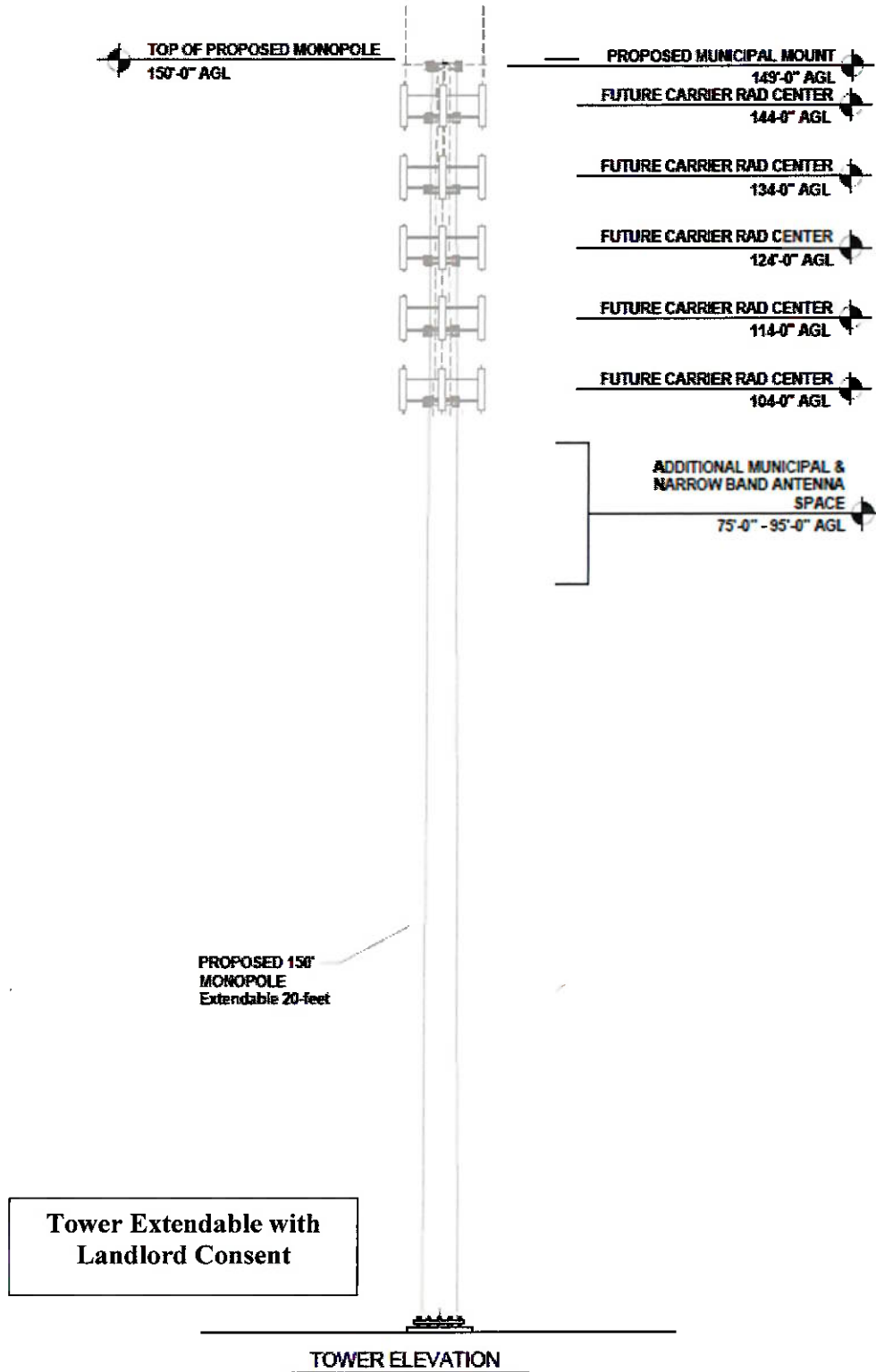
**Description of the Premises**

Sheet 2 of 2



# EXHIBIT C

## The Tower



**EXHIBIT D**

**NOTICE OF LEASE**

In accordance with G.L. c.183, §4, notice is hereby given of a Lease dated as of \_\_\_\_\_, 2025 (the "Lease"), by and between the **Town of Concord**, a Massachusetts municipal corporation acting by and through its Town Manager, having an address of 22 Monument Square, Concord, MA 01742 ("Landlord"), and \_\_\_\_\_, a \_\_\_\_\_, having an address of \_\_\_\_\_ ("Tenant").

The premises leased to Tenant consists of approximately 10,000 square feet (the "Premises") of a certain parcel of land located at 755 Walden Street Concord, MA, identified by the Assessor's as Parcel and shown on Exhibit A (the "Property"). The Premises are shown more particularly in Exhibit B, attached hereto and incorporated herein.

The Initial Term of the Lease commences on the Commencement Date in accordance with the Lease, which term shall be automatically extended for three (3) additional 5-year Extension Terms unless Tenant provides notice to Landlord of Tenant's intention not to extend not less than one hundred sixty (60) days prior to the expiration of the Initial Term or the then current Extension Term, as the case may be.

S

Executed by Landlord and Tenant as of this 28th day of April, 2025.

LANDLORD:

TENANT:

TOWN OF CONCORD,  
By its Select Board

\_\_\_\_\_  
Mary Hartman, Chair

\_\_\_\_\_  
Mark Howell, Clerk

\_\_\_\_\_  
Terri Ackerman

\_\_\_\_\_  
Wendy Rovelli

\_\_\_\_\_  
Cameron McKennitt

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member of the Concord Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Concord.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH/STATE OF \_\_\_\_\_

\_\_\_\_\_, ss

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as \_\_\_\_\_ of \_\_\_\_\_.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

**7**

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**Discuss Peabody School Operating Costs and Property Use**

**Requested by: SB Chair**

**Action Sought: None**

**Proposed Motion(s)**

Motion: None

**Additional Information**

**Board Action**

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



THE TOWN OF  
**CONCORD**  
MASSACHUSETTS

**Office of the Town Manager**  
Concord, Massachusetts 01742

**Kerry A. Lafleur**  
Town Manager  
Town House  
P.O. Box 535  
22 Monument Square  
www.concordma.gov  
(978) 318-3000

**To:** Select Board  
**From:** Kerry A. Lafleur, Town Manager  
**Date:** April 23, 2025  
**Subject:** 25-ATM-2025, Transfer of Peabody School & Appropriate Funds

### **Background**

When municipal buildings are commissioned, they are placed under the “care, custody, management, and control” of a specific municipal authority. For school buildings, this responsibility lies with the School Committee, which retains authority until the building is no longer needed for educational purposes.

With the opening of the Ellen Garrison Building at Concord Middle School, the Peabody School property is no longer required for school use and is therefore eligible to be declared surplus. Under M.G.L. c. 40, §15A, the process to transfer a municipal property requires votes by both the School Committee and Town Meeting. The School Committee voted to surplus the property on February 4, 2025; Article 25 now seeks Town Meeting approval to complete the transfer.

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### **Request**

Article 25 requests that Town Meeting authorize the transfer of the Peabody School property and appropriate \$100,000 from Free Cash to fund the property’s carrying costs for FY26.

At Special Town Meetings in 2022 and 2023, funds were appropriated for the new middle school project, which included:

1. Construction of a new building and athletic fields,
2. Demolition of the existing Sanborn School, and
3. Surplus of the Peabody School property.

The Peabody School property includes the following parcels:

- **1231 Old Marlboro Road** (school building site – 7.99 acres)
  - **78 Old Pickard Road** (Cushing Field – 9.96 acres)
  - **688 Powder Mill Road** (believed to house the septic system – 2.00 acres)
- Together, these total approximately 20 acres.

The future use of the Peabody School site has not yet been determined. However, the Town is committed to a comprehensive review of its land and building assets to evaluate long-term uses. This effort will be led by a new Land Use Working Group, to be appointed by the Select Board in the coming months.

In addition to the property transfer, we are requesting an appropriation of \$100,000 from Free Cash to cover FY26 carrying costs, including utilities, insurance, minor maintenance, and anticipated legal expenses related to potential reuse planning. This funding is presented as a stand-alone warrant article to ensure transparency and separation from both the Town and School operating budgets. Any unused funds will revert to the Town’s general fund once a future use for the property is determined.

### Finance Committee Hearing

This article was presented to the Finance Committee at its April 10, 2025 public hearing. The Committee voted to recommend favorable action (by split vote), but several concerns were raised:

- Surprise at the funding request, with some members believing it should have been addressed during the Guidelines Budget process.
- Concerns about the absence of a defined reuse timeline and about building security and safety if left vacant or only partially occupied.

Committee members also asked whether alternative revenue sources could be used instead of Free Cash, and whether the building could be used in the interim for Recreation programming. While this could be feasible, it’s important to note that outstanding maintenance issues may limit near-term occupancy.

In response to this feedback, we reviewed the projected costs associated with maintaining some level of regular occupancy. While utility costs would rise, insurance premiums would likely decrease. A breakdown of costs has been provided and includes a delineation of what falls within vs. outside the Guidelines Budget (e.g., insurance is not part of either the Town or School Guidelines Budget).

Item	Cost, fully occupied	Cost, pro-rated (Vacant, 30%)	Cost, pro-rated (Some Occupancy, 60%)
Utilities, Natural Gas	\$ 57,331	\$ 17,199	\$ 34,399
Utilities, Electric	\$ 23,496	\$ 7,049	\$ 14,098
Utilities, Septic Pumping	\$ 3,190	\$ 1,595	\$ 3,190
Other, Maintenance		\$ 5,000	\$ 5,000
Property Insurance	\$ 20,906	\$ 55,000	\$ 20,906
Legal, inc. title exam		\$ 5,000	\$ 5,000
<b>total:</b>	<b>\$ 104,923</b>	<b>\$ 90,843</b>	<b>\$ 82,592</b>
Operating, Guidelines:	\$ 84,017	\$ 35,843	\$ 61,686
Operating, Non-Guidelines:	\$ 20,906	\$ 55,000	\$ 20,906

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### **Alternative Funding Option**

Should there be significant opposition to the use of Free Cash, an alternative would be to reappropriate a portion of the remaining balance in the Parking Meter Fund (Article 56). As you may recall, the Select Board voted to discontinue the Parking Meter program effective June 30, 2023. Article 56 proposes to fund the final program-related costs (\$60,000), after which any remaining funds will return to the general fund on June 30, 2025.

Rather than closing out the entire remaining balance, Town Meeting could instead appropriate approximately \$85,000 from this fund to cover the Peabody School carrying costs, with the rest closing to fund balance. While functionally similar to a Free Cash appropriation, this option may be more publicly acceptable.

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### **Final Note**

While Town Meeting can authorize the transfer of the Peabody School property, the final acceptance of the property will remain at the discretion of the Select Board.

**ANDERSON  
KREIGER**

**PRIVILEGED AND CONFIDENTIAL**

**MEMORANDUM**

To: Kerry Lafleur, Town Manager  
Town of Concord

Released to Superintendent Hunter & members  
of the CPS School Committee

January 17, 2025

From: Mina Makarious  
Carlos R. Rosende



Re: Transfer of former Peabody School parcels

Date: January 14, 2025

On behalf of the Superintendent of Schools, you asked us to advise on the process for transferring three parcels of land comprising the former Peabody School from the School Committee to the Select Board for other uses.

The Peabody School consists of three separate parcels of land known collectively as the “Peabody School Properties”: 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pickard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7). The School Committee is considering the transfer of the Peabody School Properties (the “Properties”) to the Select Board to be used for non-school purposes. As described in greater detail below, such transfer will require a vote of the School Committee as well as a Town Meeting Vote. Depending on any restrictions that may be contained in the deeds for the Properties, the transfer may also implicate Article 97 of the Massachusetts Constitution, adding several steps to the transfer process, including the need for special legislation by the General Court.

**G.L. c. 40, § 15A**

This statute establishes the procedure by which the Town may dispose of land held for a specific purpose, and it applies to the transfer of land from one town committee or department to another where the land is to be put to a different use. *See Carroll v. Select Board of Norwell*, 493 Mass. 178, 182-83 (2024) (explaining the requirements of c.40, § 15A). Section 15A requires that the board or officer having charge of land held for a specific purpose “determine that such land is no longer needed for such purpose” and give notice of that determination to the Select Board. The transfer must then be approved by a 2/3 vote of Town Meeting.

Accordingly, to “transfer the care, custody, management and control” of the Properties to the Select Board, the School Committee must determine that the land is no longer needed for public school purposes, and then recommend the transfer of the Properties to the Select Board.

The School Committee could fulfill these requirements by voting to pass the following form of vote:

The School Committee declares that the three parcels of land known collectively as the “Peabody School Property” and comprised of 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pickard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7), are no longer necessary for public school purposes and recommends the transfer of care, custody, management, and control of said parcels to the Select Board for **[DESCRIBE USE IF DETERMINED]**.

Once the School Committee declares that the Properties are no longer needed for school purposes and provides notice to the Select Board, the Town may take up a warrant article transferring the care, custody, management, and control of the Properties to the Select Board.<sup>1</sup> The text of a Town Meeting warrant article that would authorize the transfer is below:

To determine if the Town will vote to authorize the transfer the care, custody, management, and control of three parcels of land known collectively as the “Peabody School Properties” and comprised of 1231 Old Marlboro Road (Parcel ID 3000), 78 Old Pickard Road (Parcel ID 2999), and 68B Powder Mill Road (Parcel ID 2991-7), to the Select Board for **[DESCRIBE USE IF DETERMINED]**, or take any other action relative thereto.

### **Deed Restrictions**

Chapter 40, § 15A states that “no such transfer [under §15A] shall be valid if it is in violation of any term or condition of the title of the city or town to such land.” Thus, a title exam on each of the Properties to determine what restrictions exist as a matter of record on each. In addition, lands dedicated to a use described in Article 97 of the Amendments to the Massachusetts Constitution (“Article 97”), which include recreation and park land, cannot be put to a different use “except by laws enacted by a two thirds ..... of each branch of the general court.” The process for seeking “release” of land protected by Article 97 is described in G.L. c. 3, § 5A and 310 CMR XX.00 (published in draft form in November 2024), and has multiple steps including review by the Executive Office of Energy and Environmental Affairs and culminating in a vote of the Massachusetts House and Senate. We would be happy to provide further input on that process.

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<sup>1</sup> The School Committee vote does not need to precede the Town Meeting vote under *Harris v. Town of Wayland*, 392 Mass. 237, 244 n.11 (1984), but as the language of the statute contemplates this order of events, we recommend the School Committee vote occur prior to the Town Meeting vote.



## **Article 25: Transfer of Peabody School & Appropriate Funds**

Select Board moves that the Town authorize the transfer of property and further appropriate the sum of \$100,000 from free cash as printed in the warrant.



## Major Project Elements: new middle school

- Construct new building & fields
- Demolish existing Sanborn School
- Surplus Peabody School & related properties

The purpose of this article is to allow for the transfer of the property and to provide funding for carrying costs while future use is being considered.



ARTICLE 25: Transfer of Peabody School

# Property Site Map & Description





## What does it mean to surplus a property?

- MGL c. 40, sect. 15A establishes a process for transfer of property when land is no longer needed for specific purpose
- Transfer must be approved by Town Meeting by 2/3<sup>rd</sup> majority vote
- In the case of Peabody, on 2/4/25, the School Committee voted to *“declare that the 3 parcels are no longer necessary for school purposes and recommends the transfer of care, custody, management and control to the Select Board.”*
- If the article is approved, the Town will undertake a process to determine future use



# Future Use: Undetermined

MCI Concord – +53 acres

2229 Main Street – 46 acres

Junction Village – 14 acres

Peabody Property – 20 acres

Harrington House - 4 acres

**Total = 137 acres**

Introducing the Land-Use Matrix  
(the oversimplified version)

	Uses				
	DPW	Public Safety	Housing	Etc.	Etc.
Sources					
MCI	XXX	XXX	XXX	XXX	XXX
2229 Main	XX	XX	XX	XXX	XXX
Peabody		X	XXX	XXX	XXX
Junction Village			XXX	X	X
Harrington House			XXX	XX	XX
Others					



## Building Carrying Costs: Outside of Town Budget

Item	Cost, fully occupied	Cost, pro-rated (40%)
Utilities, Natural Gas	\$ 57,331	\$ 22,932
Utilities, Electric	\$ 23,496	\$ 9,398
Utilities, Septic Pumping	\$ 3,190	\$ 1,595
Other, Maintenance		\$ 5,000
Property Insurance	\$ 20,906	\$ 55,000
Legal, inc. title exam		\$ 5,000
<b>total:</b>	<b>\$ 104,923</b>	<b>\$ 98,926</b>



## **Article 25: Transfer of Peabody School & Appropriate Funds**

Select Board moves that the Town authorize the transfer of property and further appropriate the sum of \$100,000 from free cash as printed in the warrant.



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

**8**

**Discuss and Acknowledge Notification of  
CCRSB Excess and Deficiency Account status  
forecast.**

**Requested by: SB Chair**

**Action Sought: None**

**Proposed Motion(s)**

Motion: None

**Additional Information**

**Board Action**

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

# CONCORD PUBLIC SCHOOLS CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT

120 MERIAM ROAD CONCORD, MA 01742 PHONE 978-318-1500 FAX 978-318-1537 www.concordps.org

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To: Concord-Carlisle Regional School Committee

From: Robert Conry, Assistant Superintendent of Finance and Operations

CC: Dr. Laurie Hunter, Superintendent

Date: April 10, 2025

Subject: Excess and Deficiency Update

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## **E&D Certification – as of June 30, 2024**

The Division of Local Services within the Massachusetts Department of Revenue certified the CCRSD E&D balance as of June 30, 2024. The certified amount as of June 30, 2024 is \$1,628,226, which represents 4.2% of the FY2025 Budget, slightly below the statutory cap of 5.0%.

Excess and Deficiency for a regional school is very similar to “free cash” for a town or municipality. It is essentially the cumulative surplus balance of the general fund of the school district.

## **FY25 E&D Projection**

Due to a variety of factors, I am currently projecting that the district will exceed the 5.0% cap at the end of FY25, due to a variety of factors, primarily one-time items. MNHG is projecting refunds of surplus funds from the close-out of MNHG; run out claims were less than projected. CCRSD should be receiving approximately \$250,000 back from MNHG, and possibly more. In addition, revenues are currently projected to be favorable to budget by approximately \$150,000. There are also temporary offsets to FY24 E&D due to deficit balances in certain student activity accounts, and a balance sheet account; these items will clear in FY25, effectively increasing E&D. At this point in time, I am projecting in the range of \$200k-\$300k above the cap.

## **Recommended use of E&D funds (VOTE REQUIRED)**

The district did not make an OPEB contribution in FY25, rather it redirected its budgeted contribution of \$425,000 to cover overages in out of district tuitions. It would be beneficial to continue to make some level of contribution in FY25.

In addition, it would be beneficial to have a safety net for capital needs that may arise that cannot be funded by the budget.

To achieve these goals, I am recommending that the School Committee authorize utilization of \$400,000 in E&D reserves; for the following purposes:

- \$200,000 to serve as the district’s FY25 OPEB contribution
- \$200,000 to be transferred to Capital Stabilization, to serve as a safety net for unanticipated capital needs, or for future capital needs in general that may be needed in the coming years (Memorial Field turf replacement). It can also serve as a contingency in the event of significant cost escalation on the amenities building.

# CONCORD PUBLIC SCHOOLS CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT

120 MERIAM ROAD CONCORD, MA 01742 PHONE 978-318-1500 FAX 978-318-1537 www.concordps.org

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## **Process requirements**

If the School Committee vote for the usage of E&D is affirmative, District Administration will share this information with town officials. We will be following up with a written communication to the Select Board Chair of each Town and the Town Administrator.

Accounting wise, this is treated as an increase to the FY2025 budget, with E&D funds providing the revenue to cover this additional appropriation.

The information below outlines the process further, and will be shared with the Towns.

**Article (5) of 603 CMR 41.00 outlines the process for approval of amendments to approved budgets.** A link to the regulation is provided below.

<https://www.doe.mass.edu/lawsregs/603cmr41.html>

The Towns have the option of holding a Town Meeting within 45 days to vote on the matter, however, as this is not impacting FY25 town assessments, that is not anticipated.

## **Motion:**

To vote to approve the use of \$400,000 in E&D funds to increase the FY25 CCRSD Budget, and utilize the funds for the purposes outlined in this memo.



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

**9**

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**Discuss Recommendations on Annual  
Town Meeting Warrant Articles.**

**Requested by: SB Chair**

**Action Sought: None**

**Proposed Motion(s)**

Motion: None

**Additional Information**

**The Select Board has voted already to recommendation Affirmative Action on Articles 4,5,26, 37, 30, 31 all by unanimous votes.**

**We elected to defer making a recommendation on 29, 35, and 36. We plan to decide on 36 at the May 5 Meeting.**

**Board Action**

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

2025 Warrant Articles

	Article Name	Article Sponsor	Already Heard at Public Hearing?	Recommendation
1	Choose Town Officers	Select Board	N/A	N/A
2	Hear Reports	Select Board	N/A	N/A
3	Meeting Procedure	Finance Committee	No	
4	Ratify Personnel Board Actions	Personnel Board	Yes	Affirmative Action
5	Ratify Personnel Board Classification & Compensation Plan	Personnel Board	Yes	Affirmative Action
6	FY25 Budget Line-Item Adjustments	Chief Financial Officer	No	
7	FY26 Budget	Town Manager	No	
8	Debt Exclusion for Road Maintenance	Public Works Commission	No	
9	FY26 Capital Improvement and Debt Plan	Town Manager	No	
10	Concord Public Schools Operating Budget	Concord School Committee	No	
11	Concord Public Schools Capital Budget	Concord School Committee	No	
12	Concord-Carlisle Regional School District Budget	Concord-Carlisle Regional School Committee	No	
13	Amenities Building	Town Manager or Chief Financial Officer	No	
14	Non-Resident Tuition Revolving Fund	Concord School Committee	No	
15	Facilities Rental Revolving Fund	Concord School Committee	No	
16	Authority to Contract for up to Five Years for Selected Items	Concord School Committee	No	
17	Minuteman Regional Technical School District Budget	Minuteman Regional School Committee Representative	Yes	
18	Creation of Capital and Debt Stabilization Funds	Chief Financial Officer	No	
19	Appropriation to General Stabilization Fund	Chief Financial Officer	No	
20	OPEB Trust Fund Appropriation	Chief Financial Officer	No	
21	OPEB Trust Fund Expense	Chief Financial Officer	No	
22	Retirement Board Stipends	Retirement Board	Yes	
23	Acceptance of the HERO Act	Board of Assessors	Yes	
24	Transfer from Middle School Stabilization Fund	Chief Financial Officer	No	
25	Transfer of Peabody School and Appropriate Funds	Town Manager	Yes	
26	General Bylaw Amendment: Leasing of Land by Select Board and Town Manager	Select Board	Yes	Affirmative Action
27	Remote Participation at Annual and Special Town Meetings	Select Board	Yes	
28	Citizen Petition: Ranked Choice Voting	Stephan Bader	Yes	
29	Feasibility of Acquiring 2229 Main Street (NMI Starmet Site)	Select Board	Yes	Defer
30	Authorize Grant of Easement to Verizon - 835-923 Old Marlboro Road (Concord Middle School)	Town Manager's Office	Yes	Affirmative Action
31	Select Board to Accept Easements	Public Works Commission	Yes	Affirmative Action
32	Betterments for Temporary Improvements to a Private Way - Darton and Dover Streets	Public Works Commission	Yes	
33	MCI Concord - Planning	Select Board	No	
34	Stormwater Enterprise Fund Expenditures	Public Works Commission	No	
35	Citizen Petition: Protect Orchard House from Stormwater Runoff	John Althouse	Yes	Defer

36	Citizen Petition: Ban Second-Generation Anticoagulant Rodenticides (SGARs)	Meaghan Sinclair and Gwen Shipley	Yes	Defer until May 5th meeting
37	Zoning Bylaw Amendment: Joint Parking Bylaw	Planning Board	Yes	Affirmative Action
38	Zoning Bylaw Amendment: General Housekeeping - Multiple Sections	Planning Board	Yes	
39	Zoning Bylaw Amendment: ADU Bylaw	Planning Board	Yes	
40	Zoning Bylaw Amendment: Floodplain Conservancy District Bylaw	Planning Board	Yes	
41	Citizen Petition: Zoning Bylaw Amendment: Personal Wireless Communications Facility	Henry Dane	Yes	
42	General Bylaw Amendment: Sign Bylaw	Planning Board	Yes	
43	Zoning Bylaw Amendment: Accessory Retail in Industrial	Economic Vitality Committee	Yes	
44	Zoning Bylaw Amendment: Commercial Parking	Economic Vitality Committee	Yes	
45	Zoning Bylaw Amendment: Planned Residential Development (PRD) Bylaw	Concord Housing Foundation	Yes	
46	Citizen Petition: Zoning Bylaw Amendment: Continuing Care Retirement Community Overlay District	New England Deaconess Assoc.	Yes	
47	Community Preservation Appropriation Recommendations	Community Preservation Committee	Yes	
48	Authorize Expenditure of Revolving Funds under Mass. Gen. Laws 44 § 53 E1/2	Town Manager	No	
49	Light Fund Budget and PILOT Payment	Town Manager	No	
50	Solid Waste Fund Budget	Public Works Commission	No	
51	Sewer Fund Budget	Public Works Commission	No	
52	Sewer Improvement Fund Budget	Public Works Commission	No	
53	Water System Expenditures	Public Works Commission	No	
54	PEG Fund Budget	Town Manager	No	
55	Beebe Swim and Fitness Center Enterprise Fund Budget	Town Manager	No	
56	Appropriate and Transfer Balance of Parking Meter Fund	Town Manager	No	
57	Unpaid Bills	Chief Financial Officer	No	
58	Debt Recission	Chief Financial Officer	No	



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

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## Chair's Report

**Requested by: SB Chair**

**Action Sought: None**

### Proposed Motion(s)

Motion: None anticipated

Acknowledge 250<sup>th</sup> Proclamations:

Proclamation received from Concord, California

Proclamation received from Concord Township, Lake County, Ohio

Proclamation from House of Representatives, State of Tennessee

### Additional Information

### Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



### Proclamation

**WHEREAS**, the Town of Concord, Massachusetts is celebrating the 250<sup>th</sup> anniversary of the founding of America, and have proclaimed 2023 to 2033 as the “Decade of the American Revolution,”

**WHEREAS**, on April 19, 2025, the nation will commemorate the 250th anniversary of the Battles of Lexington & Concord, the “Shot Heard Round the World,” that began the Revolutionary War and united the colonies in the cause of liberty and independence,

**WHEREAS**, Concord Township, Lake County, Ohio was established in 1822 and was named after the Battle of Concord to remember the sacrifices of all who supported the revolutionary cause and who participated in establishing the United States of America,

**WHEREAS**, the cemeteries of Concord Township, Lake County, Ohio have six Revolutionary War Soldiers interred. Their names are Oliver Brown from Connecticut, Samuel Hayden from Connecticut, Thomas Huntoon from New Hampshire, Isaac Messenger from Connecticut, Samuel Rogers from Massachusetts, and Bartholomew Vrooman from New York,

**WHEREAS**, the British force marched through the night; arriving at Lexington Green on the morning of April 19, 1775, where they were met by a contingent of 80 Lexington militiamen, known as the Minutemen, composed of local farmers, tradesmen and citizens,

**WHEREAS**, it is unclear who fired the first shot, but a skirmish ensued, during which eight militia were killed and one British soldier wounded. After restoring order, the British resumed the march to Concord,

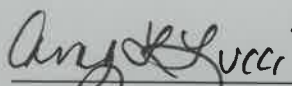
**WHEREAS**, militia from throughout the region converged to meet the British in a battle fought at Concord’s North Bridge. As the British retreated for Boston, a running battle ensued in which 95 Patriots and 273 British were killed,


**WHEREAS**, the Battles of Lexington and Concord roused New Englanders to join forces and lay siege to Boston, showing that citizen soldiers could stand up to the British army, leading many formerly neutral colonists to support resistance,


**NOW, THEREFORE**, the Trustees of Concord Township, Lake County, Ohio encourage all Citizens to join with the citizens of Concord, Massachusetts and other patriotic, community, and veterans organizations, on April 19, 2025 to commemorate this important event in history of our great country.

**IN WITNESS WHEREOF, The 16th day of April in the year 2025.**

The Concord Township Board of Trustees

  
\_\_\_\_\_  
Amy L. Lucci  
Chairperson

  
\_\_\_\_\_  
Morgan R. McIntosh  
Vice-Chairperson

  
\_\_\_\_\_  
Carl H. Dondorfer  
Trustee



# Proclamation

*WHEREAS, the battles at Concord and Lexington took place in 1775, beginning the American Revolution which ultimately secured their independence from Britain and created a new nation dedicated to the ideals of liberty, equality, natural and civil rights, and responsible citizenship; and*

*WHEREAS, April 19, 2025, marks the semi-quincentennial anniversary of these two important battles, the City of Concord, Massachusetts seeks to honor the first 250 years of American history and inspire residents to imagine the possibilities of the next 250 years; and*

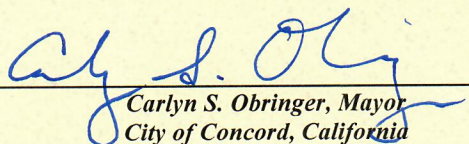
*WHEREAS, the City of Concord, Massachusetts has invited representatives from towns and cities of Concord throughout the country to participate in celebratory activities based on the events which led to the liberation of our nation's first City of Concord; and*

*WHEREAS, the City of Concord, California acknowledges the importance of commemorating these crucial events and wishes to highlight the unalienable rights which unite us all: life, liberty, and the pursuit of happiness and justice for all.*

*NOW, THEREFORE, I, Carlyn S. Obringer, Mayor of the City of Concord, California, do hereby proclaim April 19, 2025, as "Concord Day" in the City of Concord, California and encourage all residents to pause in appreciation of the influential people and events in history, as well as the camaraderie which we share with the towns and cities of Concord across the nation.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Concord to be affixed this 19<sup>th</sup> day of April 2025.*



  
Carlyn S. Obringer, Mayor  
City of Concord, California

# STATE OF TENNESSEE



## HOUSE OF REPRESENTATIVES

### House Joint Resolution No. 509

By Representatives Stevens, Fritts, Reedy, McCalmon, Crawford, Lafferty, Vital, Reneau, Bricken, Bulso, Powers, White, Cepicky, Davis, Todd, Alexander, Atchley, Barrett, Baum, Behn, Boyd, Brooks, Burkhart, Butler, Camper, Capley, Carringer, Chism, Clemmons, Cochran, Darby, Dixie, Doggett, Eldridge, Faison, Farmer, Freeman, Gant, Gillespie, Glynn, Grills, Hakeem, Hale, Hardaway, Harris, Haston, Hawk, Helton-Haynes, Hemmer, Gary Hicks, Tim Hicks, Hill, Howell, Hulsey, Hurt, Johnson, Renea Jones, Lamberth, Leatherwood, Littleton, Lynn, Maberry, Marsh, Brock Martin, McKenzie, Miller, Mitchell, Moon, Parkinson, Powell, Raper, Reeves, Rudd, Rudder, Russell, Scarbrough, Shaw, Sherrell, Slater, Sparks, Stinnett, Terry, Towns, Travis, Vaughan, Warner, Williams, Zachary, and Mr. Speaker Sexton and Senators Rose, Yarbrow

A Resolution to commemorate the 250th anniversary of the Battles of Lexington and Concord.

Whereas, it is fitting that the members of this General Assembly should commemorate those historic events that shaped the foundation of our nation and honor the courage and sacrifice of those who fought for the cause of American independence; and

Whereas, April 19, 2025, marks the 250th anniversary of the Battles of Lexington and Concord, which were fought on April 19, 1775, and signaled the beginning of the American Revolutionary War; and

Whereas, these pivotal engagements, which followed the legendary midnight ride of Paul Revere, saw the confrontation between colonial minutemen and British regulars and gave rise to the immortal phrase, "the shot heard round the world"; and

Whereas, the minutemen, ordinary citizens trained and prepared to respond at a moment's notice, stood with extraordinary courage and resolve in defense of their homes, their rights, and the principles of self-government; and

Whereas, the courageous patriots who lost their lives at Lexington Green and on the road to Concord paid the ultimate price in the earliest moments of a long and arduous struggle for American independence; and

Whereas, their bravery and sacrifice helped ignite the flame of liberty that would eventually give birth to the United States of America, inspiring generations of Americans in their ongoing pursuit of freedom and justice; and

Whereas, we hold deep reverence for the legacy of the American Revolution and the men and women whose actions forged the path to nationhood; now, therefore,

Be It Resolved BY THE HOUSE OF REPRESENTATIVES OF THE ONE HUNDRED FOURTEENTH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE, THE SENATE CONCURRING, that we commemorate the 250th anniversary of the Battles of Lexington and Concord, honoring the patriot minutemen who stood ready to defend their liberties and those who gave their lives in the cause of American freedom.

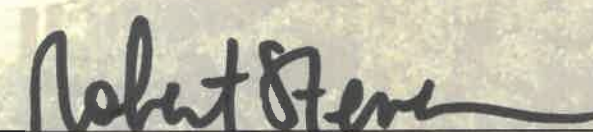
ADOPTED: April 10, 2025



  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
SPEAKER OF THE SENATE

  
GOVERNOR

  
REPRESENTATIVE ROBERT STEVENS



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

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## Town Manager's Report

**Requested by: SB Chair**

**Action Sought: None**

### Proposed Motion(s)

Motion: None anticipated

### Additional Information

### Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

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## Select Board Liaison Reports

**Requested by: SB Chair**

**Action Sought: None**

### Proposed Motion(s)

Motion: None anticipated

### Additional Information

### Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

## Liaison Report for Wendy Rovelli (4/28/25)

### Tax Relief Evaluation Committee (4/10)

- The committee reviewed research collected by members and discussed areas of follow-up related to: qualitative data collection & quantitative analysis/trends; review of Tax Relief Programs and related outreach; Real Estate trends and available data.

### West Concord Advisory Committee (4/16)

- The committee dedicated the meeting to reviewing and refining committee feedback for the MCI Advisory Committee. Feedback was grouped in several categories: integration of West Concord Village, expanding commercial tax base, integrating & expanding blue and green space, preserving history, housing, parking, reducing traffic and improving pedestrian & bike access.

### Climate Action Committee (4/22)

- The committee discussed the draft RFQ for the ESCO Energy Savings Performance Contract. An internal stakeholder meeting may be formed to review the draft RFQ and make sure there is collective understanding and input before releasing an RFQ in June – stakeholders would include representation from TMO, Finance, Finance Committee, Procurement, Select Board, Facilities, School Leadership, CMLP, and Climate Action Committee. The committee noted that the draft RFQ is exclusively energy based, with no reference or metrics related to emissions reductions. It is critical that emissions reduction be considered given climate reduction goals and the longer life cycle of energy related investments.
- The committee reviewed and developed feedback for the MCI Advisory committee on their vision for MCI. They noted the site is ideal for network geothermal and could be a showcase for resiliency and emissions free development. Other comments included: reducing parking requirements, a planned neighborhood that is safe for biking, mixed use; integration of junction village, include rainwater infiltration and reduce heat effects.

### Board of Assessors (4/23)

- The Board reviewed and granted 1 residential abatement and 1 (out of 14) commercial abatement(s).

## Liaison Report-Terri Ackerman-4/28/25

### 250<sup>th</sup>

- Years of hard work, planning and collaborating certainly paid off on April 19. All events went smoothly and were enjoyed by a large crowd. **A huge thank-you** to the entire Executive Committee, Subcommittees, Town staff, ambassadors, and volunteers.

### Hanscom Field Advisory Committee

- The developer for the proposed North Airfield expansion will make a presentation and do Q&A at the next HFAC meeting, May 20 at 7 PM by zoom. All are welcome to attend.
- Hanscom Director Sharon Williams has been promoted to apposition at Logan airport; she will be succeeded by Chris Willenborg.

### 2229 Main Street Advisory Task Force

- Hoping the SB and Counsel begin EPA/DOJ negotiations soon.

### Transportation Advisory Committee

- TAC Strongly supports Article 8, Road and Safety Improvements. Finalized their letter of support, emphasizing explicit earmarks for safety improvements, multi-year planning and cost effectiveness.
- Drafted recommendation letter to MCI Task Force, as requested.



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

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## Adjournment

**Requested by: SB Chair**

**Action Sought: Approve**

### Proposed Motion(s)

Motion: Move to Adjourn

### Additional Information

### Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



**Concord Select Board Meeting**  
AGENDA ACTION REQUEST

**Monday, April 28, 2025**

# Supplemental Materials

**Requested by: SB Chair**

**Action Sought: None**

## Proposed Motion(s)

SUPPLEMENTAL MATERIALS

Written Comments made by Maura Healey at the North Bridge 250<sup>th</sup> Events April 19, 2025

Select Board Correspondence

## Additional Information

## Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



**Governor Maura T. Healey**  
**Remarks Commemorating the 250<sup>th</sup> Anniversary of the Battle of Concord**  
**April 19, 2025**

Thank you, Congresswoman [Lori] Trahan. What an amazing, amazing crowd here today, and I'm not the least bit surprised. To members of the Concord Select Board and Concord 250, led by Gary Clayton and Rob Munro; our state legislators – Senator [Michael] Barrett, Rep. [Simon] Cataldo, Rep. [Carmine] Gentile; Sheriff [Peter] Koutoujian; General [Gary] Keefe, our National Guard Adjutant General, as well as General [Richard] Johnson, General [Gary] Brito, General [John] Dunn; service members, veterans, military families, including our Gold Star Wives and Mothers; our Medal of Honor recipient Jim McCloughan; Superintendent [Simone] Monteleone and all of the members of the National Park Service who work so hard every single day; our allies and friends, Consul General David Clay, our friends from England and Japan; and all of the people of Massachusetts, of America and the world who have gathered here today to mark this seminal event in world history:

Two hundred and fifty years ago, on this site, at about this time in the morning, farmers, merchants, tradesmen of Concord and nearby towns faced the mighty army of an empire. They stood up for the right to govern themselves and to protect their community. Here across North Bridge, they were fired upon. They returned fire with what Ralph Waldo Emerson described as “the shot heard ‘round the world” and they began a revolution that gave us our nation. The courage of ordinary people who fought here is awe inspiring. But there was more than individual bravery on display. There was collective determination, a unity of purpose and will, and a deep, widely shared belief in the cause of liberty.

Two riders set out from Boston, Paul Revere and William Dawes, to raise the alarm. When the redcoats got to Lexington, they were met by seventy-five militia members. When they got to Concord, 400 men had mustered. By the time they finished their retreat to Boston, 4,000 had attacked their lines. In the following days, 20,000 gathered to begin the Siege of Boston, fight the Battle of Bunker Hill, and eventually win the War for Independence.

They came from across our state and from New Hampshire and Connecticut as well. Members of the Stockbridge-Munsee Band of Mohicans walked 137 miles, nearly the length of Massachusetts, to join the Continental troops in Cambridge. Black and Indigenous soldiers fought for a freedom they would long be denied. Women were vital as spies and strategists. Everyone played their part.

I think of the 71-year-old widow, Martha Moulton of Concord, who took a revolutionary stand. That morning as the British troops burned the militia's supplies, Martha Moulton

watched as the fire spread to the town meeting house. She was undaunted, that 71-year-old widow; she went right up to the British troops, confronted them and convinced them to form a bucket brigade to put out the fire they had started.

In the end the commitment was absolute. Massachusetts rose up together as one, and a new nation forged in defense of freedom saw itself take shape.

In Massachusetts, we take deep pride in the role our state and people have played in America's great journey. The spirit that burned bright right here in Concord never faded. At every moment we've answered the call for liberty and advanced the cause of freedom, leading the abolitionist movement to resist and end slavery, leading the movement for women's suffrage, first in education, first in healthcare, first in civil rights and equality under the law. That's who we are, Massachusetts.

John Hancock and Sam Adams, the first and fourth governors of our state, were present in Lexington on the night these events began. They might be surprised to see a woman standing here as the 73<sup>rd</sup> governor and a woman representing us in Congress. But maybe not, because they had the conviction to put freedom at the heart of their endeavor. Freedom is a force that, once kindled, can never be denied.

In Massachusetts, we have always lit the beacon. We have always answered the alarm. We have always stood our ground, and we always will. That is the legacy of this hallowed place. This is who we are, and now is the time to honor and fulfill that legacy.

We live in a moment when our freedoms are once again under attack, including from the highest office in the land. We see things that would be familiar to our revolutionary predecessors – the silencing of critics, the disappearing of people from our streets, demands for unquestioning fealty. Due process is a foundational right and if it can be discarded for one, it can be lost for all. The right to speak freely without fear of punishment is the essence of liberty. A free press and an independent court are the lifeblood of a healthy democracy. These are the freedoms that America was built on. These are the freedoms that make America great. These are the rights that the people in Massachusetts exercise when they use their talents to cure diseases, to heal the environment, to build businesses, and to improve the human condition.

They were won, they were fought for, by brave men and women who stood on this very ground 250 years ago today who put their lives on the line here at the North Bridge and on the green in Lexington. They were protected by brave service members and advanced by courageous men and women throughout our history. They are ours to defend now. We must take a warning from John Adams, who said “liberty, once lost, is lost forever.” And we must take courage from Coretta Scott King, who said “freedom is never really won. You earn it and win it in every generation.”

This is our generation's time. Standing here in this place, at this moment, we must commit ourselves to defending it. That's what I will do, and I encourage everyone who knows our history and values our freedom to do the same. Stay engaged, stand up, speak out as the people of Massachusetts did 250 years ago. Together we will protect the freedoms that were won here, and we will not be intimidated. In Massachusetts, we must be, we will be, the champions of freedom once more. Not just because it's rooted in our past, part of our

DNA, but because it's alive in our hearts and it is our hope for our future. It's what we owe to those who came before us here in Concord and it's what we owe to generations of Americans to come. God bless you, God bless Massachusetts, and God bless the great United States of America.

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Correspondence received by the Concord Select Board  
Week Ending – April 14, 2025

1. Tanya Gailus – 62 Prescott Road

Please Note: The Select Board Correspondence has been updated as of January 27, 2025. The letters posted here reflect the views and opinions of the author as recorded in the body of their email. Neither the Select Board nor Town staff have verified or reviewed the contents. The Select Board and the Town do not necessarily agree, condone, support or advocate the ideas expressed in these letters and have not verified any factual statements made in the letters.

From: tbarveyan <[tbarveyan@yahoo.com](mailto:tbarveyan@yahoo.com)>

To: Mary Hartman <[mhartman@concordma.gov](mailto:mhartman@concordma.gov)>; Mark Howell <[markhowell@concordma.gov](mailto:markhowell@concordma.gov)>; Terri Ackerman <[tackerman@concordma.gov](mailto:tackerman@concordma.gov)>; Wendy Rovelli <[wrovelli@concordma.gov](mailto:wrovelli@concordma.gov)>; [cmckennitt@concordma.gov](mailto:cmckennitt@concordma.gov) <[cmckennitt@concordma.gov](mailto:cmckennitt@concordma.gov)>; Andrea Fountain <[afountain@concordma.gov](mailto:afountain@concordma.gov)>; Shannon McAndrew <[smcandrew@concordma.gov](mailto:smcandrew@concordma.gov)>

Cc: Paul Boehm <[paulforsb@gmail.com](mailto:paulforsb@gmail.com)>; Kerry Lafleur <[klafleur@concordma.gov](mailto:klafleur@concordma.gov)>; Megan Zammuto <[mzammuto@concordma.gov](mailto:mzammuto@concordma.gov)>

Sent: Monday, April 14, 2025 at 07:53:54 AM EDT

Subject: Re: Procedure for drafting Charges and the CAC Charge including Article 23 of Town Meeting 2018

I forgot to add my address:

62 Prescott Road

Concord, MA

Thank you,

Tanya B. Gailus

On Monday, April 14, 2025 at 07:43:50 AM EDT, tbarveyan <[tbarveyan@yahoo.com](mailto:tbarveyan@yahoo.com)> wrote:

Dear Members of the Select Board,

There are two matters that I want to write about:

1) How Committee Charges have been prepared or revised over the last two years.

2) An important aspect of climate change mitigation that needs to be included in the CAC Charge- if not during your meeting today, soon- namely natural preservation, and the related adoption of Article 23 of Town Meeting 2018.

1) The Select Board traditionally discussed Committee Charges to be prepared or changed in a preliminary meeting, before assigning a Board member to come to the following meeting with a draft. That draft was then discussed again, within the framework of what was said before. Often it was revised one more time before a vote. This allowed for full Select Board input from the beginning (which is how it should be, IMO) and also for ample time for public input.

During the recent two years, presumably as an effort for efficiency started by the previous Chair, one Select Board member is preparing a draft and bringing it for a vote immediately. Usually if it is an existing Committee's Charge revision, the Chair(s) is are consulted. This

really shortchanges input from full Select Board and public input. Plus, it is not existing members or Chairs of committees that should decide the Charge. Rather, it is the Select Board (in most cases) that decides the Charge and \*then\* the members are assigned accordingly.

I hope that from now on the more inclusive and prudent older approach is adopted. In a sense, that is more efficient, too, because it might lessen the need for future re-writes.

2) The Climate Action Committee Charge needs to include not only the findings and resolutions of Article 51 of Town Meeting 2017, but also those of Article 23 of Town Meeting 2018:

<https://concordma.gov/DocumentCenter/View/13451/2018-Warrant-as-printed-in-the-FCR?bidId=#page=21>

<<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fconcordma.gov%2FDocumentCenter%2FView%2F13451%2F2018-Warrant-as-printed-in-the-FCR%3FbidId%3D%23page%3D21&data=05%7C02%7Cafountain%40concordma.gov%7C4ff6de4367a04249009508dd7b878a2f%7Cd5259e2c19154f4588b612488019ce3b%7C0%7C0%7C638802544266489778%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=vno767i3b%2FKrepRkwtGBYnY3kPj6j%2F%2BnOnXE3Ex13S0%3D&reserved=0>>

This Article states:

"...take action to maintain and regenerate our natural environment in order to protect our community and mitigate and build resilience to climate disruption"

This Article was passed by a "Greater than Majority Vote"

<https://concordma.gov/2042/2018-Town-Meeting-Handouts-and-Presentat>

<<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fconcordma.gov%2F2042%2F2018-Town-Meeting-Handouts-and-Presentat&data=05%7C02%7Cafountain%40concordma.gov%7C4ff6de4367a04249009508dd7b878a2f%7Cd5259e2c19154f4588b612488019ce3b%7C0%7C0%7C638802544266512886%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=289TQ7db2DLPBWJllpifSngliWq8XeOfBbZWfe%2BISNA%3D&reserved=0>>

Article 23 has been often ignored and deserves more respect. Old and newer wisdom is aware of the importance of the protection and enhancement of natural resources in making our environment a healthier, cleaner, and happier one for us all.

Here is one recent article about forests and climate change:

Conserving Massachusetts' Family Forests

<<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.umass.edu>

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.umass.edu%2Fagriculture-food-environment%2Fnews-events%2Fhighlights%2Fconserving-massachusetts-family-forests&data=05%7C02%7Cafountain%40concordma.gov%7C4ff6de4367a04249009508dd7b878a2f%7Cd5259e2c19154f4588b612488019ce3b%7C0%7C0%7C638802544266526478%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=eZrwrQtPFqn4mrmH0XU2XvPfpQzPNB%2BU7yKhr%2BUkgCM%3D&reserved=0>

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.umass.edu%2Fagriculture-food-environment%2Fnews-events%2Fhighlights%2Fconserving-massachusetts-family-forests&data=05%7C02%7Cafountain%40concordma.gov%7C4ff6de4367a04249009508dd7b878a2f%7Cd5259e2c19154f4588b612488019ce3b%7C0%7C0%7C638802544266539515%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=x%2FrqENdwxgAZJTWODYSu9ZVdaZ8IDeeyBLMwZ04Kfuc%3D&reserved=0>

## Conserving Massachusetts' Family Forests

Like Robert Frost's character in "Stopping by the Woods on a Snowy Evening," Paul Catanzaro, extension associate...

I hope that in the near future, and especially with loss of a full time Sustainability Director, the Charge of the CAC will be revised to strengthen this provision- and not only by consulting existing membership, which is appointed based on the earlier Charge.

Thank you for your consideration,

Tanya B. Gailus

p.s. Newly elected Select Board member Paul Boehm is CC'd on this letter with their campaign email, which I believe is not a "private" email, therefore hopefully need not prevent this letter from being posted. I do not believe Mr. Boehm has a governmental email yet.