

**TOWN OF CONCORD
SELECT BOARD
AGENDA – May 8, 2017**

7PM – Select Board Room – Town House

1.	Call to Order in Select Board Room																																																												
2.	<p>Consent Agenda:</p> <ul style="list-style-type: none"> • Town Accountant's Warrants • Gift Acceptance <p>Concord-Carlisle Community Chest \$6750 to the Youth Coordinator Gift Account Concord-Carlisle Community Chest \$8451 to the Community Services Coordinator Gift Account Concord-Carlisle Community Chest \$8500 to the Council on Aging Gift Accounts</p> <ul style="list-style-type: none"> • One Day Special Licenses <table border="0"> <tr> <td>Appalachian Bike Club</td> <td>6/10/17</td> <td>6PM-8PM</td> <td>11 Wheeler Road (Wine & Malt)</td> </tr> <tr> <td>Concord Academy</td> <td>6/9/17</td> <td>6PM-10PM</td> <td>166 Main Street (Wine & Malt)</td> </tr> <tr> <td>Concord Academy</td> <td>6/10/17</td> <td>6PM-10PM</td> <td>166 Main Street (Wine & Malt)</td> </tr> <tr> <td>Concord Orchestra</td> <td>5/19/17</td> <td>7PM-11PM</td> <td>51 Walden Street (Wine & Malt)</td> </tr> <tr> <td>Concord Orchestra</td> <td>5/20/17</td> <td>7PM-11PM</td> <td>51 Walden Street (Wine & Malt)</td> </tr> <tr> <td>Concord Orchestra</td> <td>5/21/17</td> <td>1PM-5PM</td> <td>51 Walden Street (Wine & Malt)</td> </tr> <tr> <td>Development Strategy Consultants</td> <td>6/16/17</td> <td>6PM-11PM</td> <td>40 Stow Street (All Alcohol)</td> </tr> <tr> <td>Kevin Carey</td> <td>5/27/17</td> <td>4PM-8PM</td> <td>11 Wheeler Road (Wine & Malt)</td> </tr> <tr> <td>McKinley Wilmot Family</td> <td>6/2/17</td> <td>1PM-8PM</td> <td>269 Monument Street (Wine & Malt)</td> </tr> <tr> <td>Verrill Farm</td> <td>5/14/17</td> <td>10AM-2PM</td> <td>11 Wheeler Road (Wine & Malt)</td> </tr> <tr> <td>Verrill Farm</td> <td>7/26/17</td> <td>6PM-8PM</td> <td>11 Wheeler Road (Wine & Malt)</td> </tr> <tr> <td>Verrill Farm</td> <td>8/23/17</td> <td>6PM-8PM</td> <td>11 Wheeler Road (Wine & Malt)</td> </tr> <tr> <td>Verrill Farm</td> <td>9/24/17</td> <td>4PM-7PM</td> <td>11 Wheeler Road (Wine & Malt)</td> </tr> <tr> <td>Verrill Farm</td> <td>10/20/17</td> <td>6PM-8PM</td> <td>11 Wheeler Road (Wine & Malt)</td> </tr> </table> <ul style="list-style-type: none"> • Sunday Entertainment Licenses <table border="0"> <tr> <td>Concord Orchestra</td> <td>5/21/17</td> <td>1PM-5PM</td> <td>51 Walden Street (Concert)</td> </tr> </table> <ul style="list-style-type: none"> • Tour Guide License Renewals 	Appalachian Bike Club	6/10/17	6PM-8PM	11 Wheeler Road (Wine & Malt)	Concord Academy	6/9/17	6PM-10PM	166 Main Street (Wine & Malt)	Concord Academy	6/10/17	6PM-10PM	166 Main Street (Wine & Malt)	Concord Orchestra	5/19/17	7PM-11PM	51 Walden Street (Wine & Malt)	Concord Orchestra	5/20/17	7PM-11PM	51 Walden Street (Wine & Malt)	Concord Orchestra	5/21/17	1PM-5PM	51 Walden Street (Wine & Malt)	Development Strategy Consultants	6/16/17	6PM-11PM	40 Stow Street (All Alcohol)	Kevin Carey	5/27/17	4PM-8PM	11 Wheeler Road (Wine & Malt)	McKinley Wilmot Family	6/2/17	1PM-8PM	269 Monument Street (Wine & Malt)	Verrill Farm	5/14/17	10AM-2PM	11 Wheeler Road (Wine & Malt)	Verrill Farm	7/26/17	6PM-8PM	11 Wheeler Road (Wine & Malt)	Verrill Farm	8/23/17	6PM-8PM	11 Wheeler Road (Wine & Malt)	Verrill Farm	9/24/17	4PM-7PM	11 Wheeler Road (Wine & Malt)	Verrill Farm	10/20/17	6PM-8PM	11 Wheeler Road (Wine & Malt)	Concord Orchestra	5/21/17	1PM-5PM	51 Walden Street (Concert)
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3.	Elect new Select Board Chairperson and Clerk																																																												
4.	Town Manager's Report																																																												
5.	Tour Guide Licensing – Jayne Gordon																																																												
6.	Amend Seating Plan for Outdoor Seating – Main Street Market, 42 Main Street																																																												
7.	7:10PM Public Hearing – Change of Manager: Marriott Residence Inn, 320 Baker Avenue																																																												
8.	7:15PM Public Hearing – Change of Beneficial Interest/New Stockholder: Crosby's Market, 211 Sudbury Road																																																												
9.	7:20PM Public Hearing – Transfer of All Alcoholic Beverages License: Bondir Concord LLC d/b/a Bondir Concord to Fiorellamore, LLC, d/b/a Fiorella's Concord at 24 Walden Street																																																												
10.	Confirm Town Manager Appointment of New Town Clerk																																																												
11.	Discuss Draft Concord Hazard Mitigation Plan – Fire Chief Mark Cotreau																																																												
12.	Request from Thoreau Farm Trust regarding a replica of Thoreau's cabin																																																												
13.	Draft Inter-municipal Agreement for the BFRT Phase 2B																																																												
14.	Town Meeting Recap – Carmin Reiss, Town Moderator																																																												
15.	Town Meeting Follow Up																																																												
16.	265 Ball's Hill Road and 221 Ball's Hill Road (portion) – Deed conveyance from Select Board to the Natural Resources Commission; 221 Ball's Hill Road (portion) – Deed conveyance from Select Board to the Public Works Commission																																																												
17.	Public Comments																																																												
18.	Committee Liaison Reports																																																												
19.	Miscellaneous/Correspondence																																																												
20.	Committee Nominations: Richard Gauthier of 35 Hubbard Street to the Hugh Cargill Trust Committee for a term to expire May 31, 2020																																																												
21.	Appoint Finance Director Kerry Lafleur to the Minuteman Nashoba Health Group Board of Directors																																																												
22.	Adjournment																																																												

PENDING

Monday	May 22	7PM	Select Board Meeting	Town House
Monday	May 29	All Day	Memorial Day	Town Offices Closed
Monday	June 5	7PM	Select Board Meeting	Town House
Monday	June 19	7PM	Select Board Meeting	Town House

Gift Acceptance Log – May 8, 2017

Gift Received From:	Date of Meeting:	For Gift Account:	Total Amount:
Concord-Carlisle Community Chest	May 8, 2017	Youth Coordinator Gift Account	\$6750
Concord-Carlisle Community Chest	May 8, 2017	Community Services Coordinator Gift Account	\$8451
Concord-Carlisle Community Chest	May 8, 2017	Council on Aging Gift Accounts: Volunteer Coordinator \$1450 Outreach Worker \$4215.25 Social Services Coordinator \$500 Benefit Costs \$334.75	\$8500

Weekly One Day License Log – May 8, 2017

Applicant Name & Number	Phone Number	Date	Location	Type of Alcohol	
17-81 Development Strategy Consultants	617-733-6633	June 16	40 Stow Street Umbrella Gallery	All Alcohol	Event Coordinator: Wendy Jacobs Bartenders: Brian Boruta, Lara Finn, Michael Lacey Under 21: Yes First License in Concord: No
17-82 Concord Academy	978-402-2217	June 9	166 Main Street	Wine & Malt	Event Coordinator: Hilary Rouse Bartenders: Karen Oliver, Chiara Phillips, Nicole Phillips, Cory Gilbert, Jonathan Gentile Under 21: No First License in Concord: No
17-83 Concord Academy	978-402-2217	June 10	166 Main Street	Wine & Malt	Event Coordinator: Hilary Rouse Bartenders: Karen Oliver, Chiara Phillips, Nicole Phillips, Cory Gilbert, Jonathan Gentile Under 21: No First License in Concord: No
17-84 McKinley Wilmot Family	978-369-7390	June 2	269 Monument Street	Wine & Malt	Event Coordinator: Kathryn McKinley Bartenders: Andrew Wilmot Under 21: Yes First License in Concord: Yes
17-85 Concord Orchestra Inc.	978-369-4967	May 19	51 Walden Street	Wine & Malt	Event Coordinator: Jane Bailey Bartenders: David Bearg Under 21: Yes First License in Concord: No
17-86 Concord Orchestra Inc.	978-369-4967	May 20	51 Walden Street	Wine & Malt	Event Coordinator: Jane Bailey Bartenders: David Bearg Under 21: Yes First License in Concord: No
17-87 Concord Orchestra Inc.	978-369-4967	May 21	51 Walden Street	Wine & Malt	Event Coordinator: Jane Bailey Bartenders: David Bearg Under 21: Yes First License in Concord: No
17-88 Verrill Farm	978-369-4494	May 14	11 Wheeler Road	Wine & Malt	Event Coordinator: Jen Verrill Bartenders: Leo Lafarge Under 21: Yes First license in Concord: No

Weekly One Day License Log – May 8, 2017

17-89 Verrill Farm	978-369-4494	July 26	11 Wheeler Road	Wine & Malt	Event Coordinator: Jen Verrill Bartenders: Leo Lafarge Under 21: No First license in Concord: No
17-90 Verrill Farm	978-369-4494	August 23	11 Wheeler Road	Wine & Malt	Event Coordinator: Jen Verrill Bartenders: Leo Lafarge Under 21: No First license in Concord: No
17-91 Verrill Farm	978-369-4494	September 24	11 Wheeler Road	Wine & Malt	Event Coordinator: Jen Verrill Bartenders: Leo Lafarge Under 21: No First license in Concord: No
17-92 Verrill Farm	978-369-4494	October 20	11 Wheeler Road	Wine & Malt	Event Coordinator: Jen Verrill Bartenders: Leo Lafarge Under 21: No First license in Concord: No
17-93 Kevin Carey	781-354-6506	May 27	11 Wheeler Road	Wine & Malt	Event Coordinator: Kevin Carey Bartenders: Leo Lafarge Under 21: No First license in Concord: Yes
17-94 Appalachian Bike Club	857-206-6962	June 10	11 Wheeler Road	Wine & Malt	Event Coordinator: Jack Donohue Bartenders: Leo Lafarge Under 21: No First license in Concord: No

Sunday Entertainment Log – May 8, 2017

Applicant Name	Phone Number	Date of Event	Location of Event	Type of Entertainment
Concord Orchestra	978-369-4967	May 21, 2017	51 Walden Street	Orchestra Pops Concert

2017-2018 Guide License Renewals

May 8, 2017

Aden, Scott	Ribeiro, Elizabeth
Andrews, Joseph	Riordan, Dan P.
Bracco, Anna Marie	Rohan, Martha
Brady, Margaret A.	Rudd, Lois J.
Braschler, JulieAnna	Russell, Abigail M.
Brock, Donna L.	Sacco, Frances A.
Cardullo, William A.	Sandberg, Sonja
Chiha, Stephanie	Sebor, Charles S.
Clark, Judith	Siskind, David
Curran, Victor	Skolnik, Ira
Dewart, Timothy	Smith, Corinne H.
Dorothy, Sharlene	Taverna, Francesca
Economou, Elizabeth A.	Tobey, Cheryl
Ewen, Barbara	Trufant, Christine E
Feeley, John J.	Walker, Arthur M.
Flaherty, Paul	Whelton, Louise M.
Foley, Marie M.	Wilson, Elizabeth H.
Fousek, Bernice	
Galinat, Alice	
Gerrity, Robert M.	
Gwinner, Suzanne	
Hagerstrom, James	
Hamel, Gail C.	
Harrington, Anne (Penny) M.	
Hawks, Shelley Drake	
Healey, Peter	
Helfman, Howard	
Hilton, Robert C.	
Hunt, Susan	
Ingram, Jennifer	
Karr, Enid	
Kingman, Karolyn	
Kingman, Julie	
Kuziemski, Nancy	
Lang, Ann	
LaRosee, Susan	
Levine, Mark	
Lipinsky, Lynne	
Marchi, Linda A.	
Martin, Cameron	
McCormick White, Rev. Janet	
McCoubrey, Virginia	
McGrath, Jim	
McGrath, Michael	
McKinney, Donald	
Orzechowski, Alida V.	
Pagliuca, Joan	
Parry, David	
Petrone, Ann	
Pettingell, C. Winslow	
Quintal, Jr., George A.	

2017-2018 Guide License – New
May 8, 2017

Beudet, Bonnie
Belton, Shelley
Hubbard-Nelson, Andrea
King, David
Kluft, Jacqueline
Lemire, Chynna
Li, Bilian
Martin, Elisabeth Ann
Olson, Barbara
Sawyer, Sylvia
Seymour, Pete
Sherblom, James
Simpson, John

**TOWN OF CONCORD
COMMON VICTUALLER'S LICENSE APPLICATION**

New License Application Fee: \$50.00

The undersigned hereby applies for a Common Victualler License in accordance with the provisions of the State relating thereto:

Name of Applicant: Dave Anderson
print

Name of Business: mainstreets cafe
print

Business d/b/a: _____

Address: 42 main st.

Applicant Signature: 

Business Phone: 978 369-9948 **Home/Cell Phone:** 978 771 4933

In accordance with the rules and regulations made under authority of said statute

Fee Paid: \$ N/A **Date:** _____

APPROVAL: Prior to design, construction or renovation to any establishment requiring a Common Victuallers license, the applicant must receive approval from each of the departments listed below. Only then will consideration of the license be put on the Select Board's agenda.

Building Commissioner:  Approved: Disapproved:

Number of Approved Seats: 16

Remarks: Seasonal Seating

~~**Public Health Director:** _____ Approved: Disapproved:~~

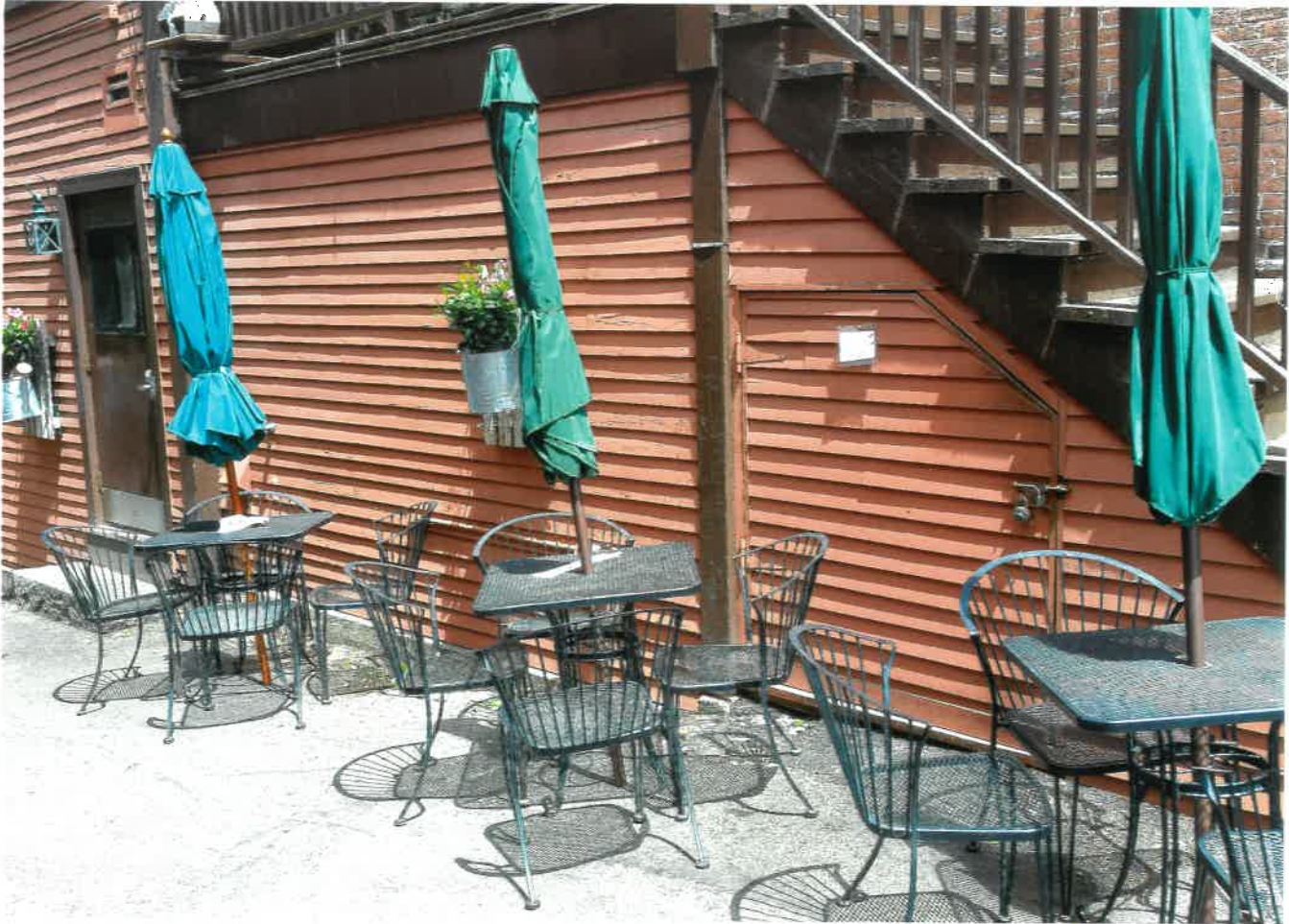
~~**Remarks:** _____~~

~~**CPW – Water & Sewer Superintendent:** _____ Approved: Disapproved:~~

~~**Remarks:** _____~~







Andrew Mara

Subject: FW: Request from Thoreau Farm Trust regarding a replica of Thoreau's cabin

From: margaretc@thoreaufarm.org [<mailto:margaretc@thoreaufarm.org>]
Sent: Friday, April 07, 2017 3:31 PM
To: Chris Whelan
Subject: Request from Thoreau Farm Trust regarding a replica of Thoreau's cabin

Dear Mr. Whelan,

Thoreau Farm Trust, the steward of Thoreau Farm, the birthplace of Henry David Thoreau, has been presented with a unique opportunity and would like to take advantage of it during the bicentennial year of Henry's birth. Thoreau Farm has been offered a replica of the cabin Henry David Thoreau built (on Walden Pond) to be housed on our property at 341 Virginia Road for a two-to-three year period. The Trustees were told by the builder that the cabin will be almost identical in size and appearance to the models found at Walden Pond State Reservation and the Concord Museum.

Thoreau Farm Trust is aware that restrictions in the September 2, 2008 Preservation Restrictions Agreement, page 3, include the following:

2.2 Grantor's Covenants Prohibited Activities.

(c.) no other buildings or structures, including satellite receiving dishes, camping accommodations or mobile homes, shall be erected or placed on the Premises hereafter except for a barn, not to exceed 40 feet by 60 feet in size and 35 feet in height ...

We are seeking appropriate permission from the town of Concord for a replica of Thoreau's cabin be situated on Thoreau Farm in time to celebrate the 200th birth year of Henry David Thoreau on July 12, 2017. Thoreau Farm Trust wants to consult promptly with the Town to see which, if any, of these provisions might be needed to be overcome.

On page 4 of the Preservation Restrictions Agreement, section 3.1, Conditional Rights Requiring Approval by Town, paragraph e, states:

materially change the use of the Premises. The Town may consider any request for a material change in the use of the Premises in light of existing planning and zoning regulations, and in order to approve such change the Town must determine that the proposed use (i) does not impair the significant conservation and preservation values of the Premises; and (ii) does not conflict with the purpose of this Restriction as set forth in paragraph 1.

This change — a replica of the cabin Thoreau built and lived in on Walden Pond that would serve as an educational exhibit — does not impair the significant conservation and preservation values of the premises and does not conflict with the mission and the purpose of the restriction. The exception we are seeking is consistent with our mission to

educate the public about Henry David Thoreau, especially during the celebration of the bicentennial year of his birth, and to preserve the house where Thoreau was born.

Thank you for your time and consideration in this matter.

Sincerely,

Margaret Carroll-Bergman
executive director
Thoreau Farm
341 Virginia Road
Concord, MA 01742

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AMENDED AND RESTATED GRANT OF EASEMENTS AND RESTRICTIONS

WHEREAS, the Town of Concord (the "Town"), acting by and through its Board of Selectmen and its Natural Resources Commission (the "Natural Resources Commission"), acquired two parcels of land situated on the northerly side of Virginia Road in Concord, Middlesex County, Massachusetts; and

WHEREAS, one of the parcels, conveyed to the Town by Ruth D. Breen, M. Geraldine Breen and Dorothy A. Breen (the "Breens") by deed dated May 23, 1997 and recorded with the Middlesex South Registry of Deeds at Book 27321, Page 347, was shown as Lot 1, containing 2.53 acres, on a plan entitled "Land in Concord, Mass. surveyed for the Town of Concord, Scale: 1" = 40', dated May, 1997 by David E. Ross Associates, Inc." and recorded with said Deeds as Plan No. 510 of 1997 (the "Plan"); and

WHEREAS, the second parcel, conveyed to the Town, acting by and through its Natural Resources Commission, by the Breens, by deed dated May 23, 1997 and recorded with said Deeds at Book 27321, Page 350, was not clearly identified on the Plan but shown generally as "Remaining Land formerly of Michael J. Breen (the "Remaining Land"); and

WHEREAS, by Grant of Easements and Restrictions dated May 23, 1997 (the "Grant"), the Town granted to the Massachusetts Port Authority, a body politic and corporate organized and existing in accordance with Chapter 465 of the Acts of 1956 of the Commonwealth of Massachusetts, as amended, having a principal place of business at Ten Park Plaza, Boston, Massachusetts (the "Authority") certain easements, restrictions and covenants over both of the parcels of land acquired by the Town from the Breens; and

WHEREAS, the Town agreed to have a new plan prepared which plan would clearly delineate the boundary lines of the so-called "Remaining Land" and to take by eminent domain all the land shown on the new plan and to execute an Amended and Restated Grant of Easements and Restrictions with the Authority; and

WHEREAS, the new plan entitled "Land in Concord, Mass. Surveyed for Town of Concord (Formerly of James J. Breen, Jr.)" Scale: 1" = 50' dated June, 1997 by David E. Ross Associates, Inc. (the "New Plan") and the Order of Taking are recorded herewith, and

WHEREAS, the "Remaining Land" is shown on the New Plan as Lot 2 containing 17.77 acres; Lot 1 is also shown on the New Plan. The two parcels of land are hereinafter collectively referred to as the "Premises" and are more particularly described in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, the Town and its Natural Resources Commission hereby amend and restate the Grant by granting to the Authority, its successors and assigns the following easements, restrictions and covenants:

MARGINAL NOTE REQUESTED
BOOK 27321 PAGE 357

08/06/97 PLAN NUMBER: 0000818
SEE PLAN IN RECORD BOOK PAGE 27554 - 237
14.00
534
MSD 08/06/97 01:57:21

1. Lot 2 shall be used only for conservation, agricultural, passive outdoor recreational uses, and outdoor educational uses, including construction of barns, silos or other buildings or structures incidental to such use, pursuant to M.G.L. Chapter 40, Sec. 8c and M.G.L. Chapter 132A, Sec. 11 and Amended Article 97 of the Constitution of the Commonwealth of Massachusetts. Lot 1 shall be used solely for the above-described conservation, agricultural, passive outdoor recreation and outdoor educational uses and for development of an educational center, which shall include provisions for a caretaker's residence; there shall be no other residential development on the Premises. The Town shall give the Authority notice of all buildings and structures to be constructed on the Premises and all such buildings and structures shall be no higher than thirty five (35) feet.

2. The Town hereby grants to the Authority its successors and assigns a perpetual easement and right of way for the unobstructed passage of all aircraft by whomever owned or operated in the airspace above said Premises and the continuing right to prevent the erection or maintenance of, or to remove, from the Premises any building, tower or other structure, with prior written notification to the Town of Concord which, in the reasonable judgment of the Authority or the FAA, may interfere, electrically or otherwise, with the free and safe passage of aircraft in the airspace hereinabove reserved or which may interfere with the operation, maintenance or proper performance of any air navigation aid; provided that nothing herein contained shall give the Authority the right to remove the buildings and structures currently located on Lot 1, the educational center to be located on Lot 1, or the silos and barns to be constructed on Lot 2 if they comply with the thirty-five (35) foot height limitation and other limitations referenced in Paragraph 1 above.

3. The Authority, its successors and assigns shall have continuing rights of ingress and egress to and from the Premises described herein for the purpose of determining compliance with the above-referenced easements and restrictions.

4. The Town acknowledges that noise, vibrations, and emission of fumes, arising in the course of the normal operation of an airfield, are necessary corollaries to the existence of the Hanscom Field on the adjacent Premises and may have an impact on the Premises, and the Town hereby waives and releases the Authority from any and all claims related to or arising from said matters, as they affect the Premises, unless caused solely by the negligence or willful misconduct of the Authority or its agents.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the maximum period of time allowed by law. In the event that it is deemed necessary by the Authority, or its successors, as the beneficiary of the easements, restrictions and covenants contained herein to periodically extend or re-extend such easements, restrictions and covenants, then the Town shall execute any notices or other documents necessary to extend or re-extend the easements, covenants and restrictions contained herein.

In consideration of the foregoing covenants, restrictions and easements running with the land, the Authority has previously tendered to the Town the sum of Two Hundred Thousand Dollars (\$200,000.00) toward the purchase of the Premises and hereby assents to the terms of this Amended and Restated Grant of Easements and Restrictions.

Executed under seal as of the dates appearing below.

MASSACHUSETTS PORT AUTHORITY

TOWN OF CONCORD

August 5
July, 1997

July 22, 1997

By: Michael A. Grieco
Title: ASSISTANT SECRETARY-TREASURER

By: James B. Terry, Jr.
Chairman, Board of Selectmen

By: [Signature]
Chairman, Natural Resources
Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

August
July 5, 1997

Then personally appeared the above named Michael A. Grieco Asst. Sec. Treasurer of the Massachusetts Port Authority and acknowledged the foregoing instrument to be his/her free act and deed, before me

Marguerite Imperiato
Notary Public
My Commission Expires: 12-21-2001

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

July 29, 1997

Then personally appeared the above named James B. Terry, Chairman of the Board of Selectmen of the Town of Concord and acknowledged the foregoing instrument to be his/her free act and deed, before me

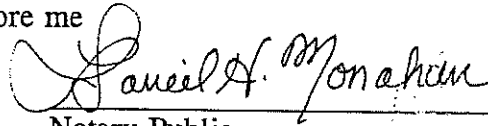
Kristina R. McInerney
Notary Public
My Commission Expires: March 20, 2003

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

July 22, 1997

Then personally appeared the above named John R. Bolter, Chairman of the Natural Resources Commission of the Town of Concord and acknowledged the foregoing instrument to be his/her free act and deed, before me



Notary Public

My Commission Expires:

May 31, 2002

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PRESERVATION RESTRICTION AGREEMENT

between

THE TOWN OF CONCORD

and

THE THOREAU FARM TRUST, INC.



Bk: 51643 Pg: 1 Doc: REST
Page: 1 of 81 09/02/2008 01:19 PM

THIS PRESERVATION RESTRICTION is made this 30th day of June, 2008, by and between **THE THOREAU FARM TRUST, INC.**, a nonprofit Massachusetts corporation maintaining its place of business at P.O. Box 454, Concord, Massachusetts 01742 ("Grantor") and **THE TOWN OF CONCORD**, a municipality of the Commonwealth of Massachusetts acting by and through its Board of Selectmen (the "Town").

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of a certain parcel of real property located at 341 Virginia Road in the Town of Concord, Middlesex County, Massachusetts (hereinafter referred to as the "Premises"), and described in Exhibit A attached hereto and incorporated herein, as well as on a deed dated November 21, 2007 (book 50376, volume 333, page 209232) from the Town to the Grantor recorded with the Middlesex South District Registry of Deeds on the date hereof (the "Deed"), said Premises including one building known both as the Wheeler/Minot Farmhouse and the Henry David Thoreau Birth House (hereinafter the "Building");

WHEREAS, the Building and Premises were listed on the National Register of Historic Places on March 19, 2004;

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

WHEREAS, the Town has provided the Grantor with a grant of monies under the Community Preservation Act, G.L. c. 44B, §§ 1-17 for the restoration /rehabilitation of the Building;

WHEREAS, the Building's preservation values are documented in reports, drawings and photography (the "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Premises as of the date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following documents attached hereto as Exhibit B:

- *National Register of Historic Places, Nomination Form* for Wheeler/Minot Farmhouse prepared by Anne McCarthy Forbes, 2004;
- *Grantor's Application for CPA Funding* submitted to the Town on September 29, 2006.

WHEREAS, the Baseline Documentation shall consist of the following document as incorporated by reference and on file with Grantor and Grantee;

- *Historic Structure Report and Master Plan / Henry David Thoreau Birth House* prepared for Grantor by Lawrence A. Sorli and William B. Finch, August 2006 (the "Master Plan").

WHEREAS, Grantor desires to grant to the Town, and the Town desires to accept, a preservation restriction on the Premises;

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Town this preservation restriction (hereinafter "the Restriction"), which shall apply in perpetuity to the Premises.

1. Purpose: It is the purpose of this Restriction to protect the public investment in the restoration /rehabilitation of the historically, architecturally and culturally significant Building by ensuring that the exterior and interior architectural, historic, and cultural features of the Building will be retained and maintained forever substantially in their restored and rehabilitated condition for preservation purposes, and to prevent any use or change to the interior and exterior of the Building that will significantly impair or interfere with the Building's preservation values.

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times to maintain the Building in sound structural condition and good state of repair in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

The Town does not assume any obligation for maintaining, repairing or administering the Premises. Grantor's obligation to maintain shall also require that the landscaping at the Premises be maintained in good appearance and of a character that is consistent with a rural agricultural setting.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Premises, except as otherwise conditioned in this paragraph:

(a) the Building shall not be moved, demolished, removed or razed except as provided in paragraphs 7 and 8;

(b) nothing shall be erected or allowed to grow on the Premises which would impair the visibility from street level of the Building;

(c) no other buildings or structures, including satellite receiving dishes, camping accommodations or mobile homes, shall be erected or placed on the Premises hereafter except for a barn, not to exceed 40 feet by 60 feet in size and 35 feet in height (unless a historic barn is erected or used on the site, in which case the Town Manager shall be entitled to waive the size limitations), and temporary structures required for the maintenance or rehabilitation of the Premises;

(d) the dumping of ashes, trash, rubbish or any other unsightly or offensive materials is prohibited on the Premises;

(e) the Premises shall not be divided or subdivided in law or in fact and shall not be devised or conveyed except as a unit;

(f) no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Premises, subject to utility easements already recorded;

(g) subject to the maintenance covenants of paragraph 2.1 hereof, the following features shall be preserved in accordance with a building treatment philosophy developed with the help of the Massachusetts Historical Commission ("MHC") and following the guidelines of the Secretary's Standards:

1. The stone foundation;
2. The second-floor window opening on the west side of the house;
3. The 18th-century woodwork, finishes, and plaster ceiling in the central entrance lobby;
4. The 18-century flooring, baseboards, historic beam, post casings, and two doors in the east chamber, Thoreau's birth room;
5. All 18th-century flooring, woodwork, casings, trim, paneling, and doors in other interior rooms;
6. Selected 19th and 20th-century elements (including plaster in attic stairway) that will be interpreted as later renovations, where definitive 18th-century elements are missing.

The MHC has recommended that no restoration of the exterior should be made that contains architectural elements that were not in place in 1878, the year the house was moved to its present location. Based on the Secretary's Standards and the *Historic Structure Report and Master Plan/Henry David Thoreau Birth House* prepared for Grantor by Lawrence A. Sorli and William B. Finch, August 2006, the elements listed above have been identified as elements of the existing structure that must be preserved and restored. In addition to these, other 18th-century elements may be identified for preservation during the restoration/rehabilitation process and shall be identified and documented in a report that shall be submitted by Grantor to the Town of Concord Planning Department.

2.3 Grantor's Covenant's: Completion of Rehabilitation and Restoration. Grantor agrees that it shall complete the initial rehabilitation and restoration of the Building according to the plans identified as "Proposed Treatment" in the Master Plan, as such plans are modified and amended from time to time, within three (3) years after the date hereof. The foregoing time period may be extended due to delays caused by force majeure and other circumstances beyond Grantor's reasonable control. In the event any requirements imposed by any governmental authority change the scope of the initial rehabilitation and restoration obligation, the foregoing time period shall be extended for as long as is reasonably required to complete such work.

3.1 Conditional Rights Requiring Approval by Town. Grantor shall not undertake any of the following actions without prior express written approval of the Town, which approval may be withheld or conditioned in the sole discretion of the Town:

(a) increase or decrease the height of, make additions to, change the exterior construction materials of, or move, improve, alter, reconstruct or change the facades (including fenestration and trim), roofs, foundations and chimneys of the restored and rehabilitated Building. Notwithstanding the foregoing, alterations listed as "Minor" in the Restriction Guidelines attached hereto as Exhibit C are considered part of ordinary maintenance and repair, and may be made to the Building and Premises without the Town's approval.

(b) change the floor plan of the Building;

(c) erect any external signs or external advertisements except: (i) a sign stating solely the address of the Premises and (ii) a temporary sign to advertise the sale or rental of the Premises;

(d) make permanent topographical changes, such as excavation for the construction of roads and recreational facilities; or

(e) materially change the use of the Premises. The Town may consider any request for a material change in the use of the Premises in light of existing planning and zoning regulations, and in order to approve such change the Town must determine that the proposed use (i) does not impair the significant conservation and preservation values of

the Premises; and (ii) does not conflict with the purpose of this Restriction as set forth in paragraph 1.

3.2 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in paragraph 3.1, Grantor shall submit to Town, for Town's approval, five copies of information (including plans, specifications and designs where appropriate,) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Town a timetable for the proposed activity sufficient to permit Town to monitor such activity. Within sixty (60) days of Town's actual receipt of any plan or written request for approval hereunder, Town shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted in which case Town shall provide Grantors with written suggestions for modification or a written explanation for Town's disapproval. Any failure by Town to act within 60 days of actual receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Town of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted; provided, however, that Grantor shall also comply with any other Town regulatory or permitting process that may apply.

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

4. Standards for Review. Town shall apply the Secretary's Standards whenever (a) exercising any authority created by the Restriction to inspect the interior and exterior of the Building (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

5. Public Access. Grantor shall make the Premises and the interior of the Building accessible to the public (who otherwise have no legal ownership or use rights with respect to the Premises) on a minimum of 12 days per year. At other times deemed reasonable by the Grantor, persons affiliated with educational organizations, professional architectural associations and historical societies shall be admitted to study the Premises and Building.

6. Grantor's Rights Not Requiring Further Approval by Town. Subject to the provision of paragraphs 2.1, 2.2 and 3.1, this Restriction does not prohibit, and does not require the Town's approval of, the following rights, uses, and activities of or by Grantor on, over, or under the Premises, without limitation:

- (a) the right to engage in all those activities and uses that:
 - (i) are permitted by governmental statute, bylaw or regulation; and

- (ii) are not inconsistent with the purpose of this Restriction;
- (b) subject to the provisions of paragraph 2.1, the right to maintain and repair the Building in accordance with the Secretary's Standards;
- (c) subject to the provisions protecting interior features of paragraph 2.2(g) and the provisions of paragraph 3.1(b), the right to make changes to the interior of the Building that do not compromise the structural integrity of the Building and do not affect the characteristics that contribute to the architectural, archeological, or historical integrity of the Building's interior;
- (d) the right to continue all manner of existing residential use and enjoyment of the Premises, including but not limited to the maintenance, repair and restoration of existing fences; the right to maintain existing driveways, roads and paths with the use of same or similar surface materials; the right to maintain existing utility lines, gardening and Building walkways, steps and garden fences; the right to cut, remove and clear grass and other vegetation and to perform routine maintenance, landscaping, horticultural activities and upkeep, consistent with the purpose of this Restriction as set forth paragraph 1; and
- (e) the right to conduct at or on the Premises educational and non-profit activities that are not inconsistent with the protection of the conservation and preservation values of the Premises.

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

- (a) an assessment of the nature and extent of the damage to the Building;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the exterior of the Building; and
- (c) a report of such restoration and/or reconstruction work necessary to return the Building to the condition existing at the date hereof, or if improvements have

been made to the condition existing at the time of completion of said improvements.

8. Review after Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Town agree that the purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Town shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Town agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may with prior written consent of Town, alter, demolish, remove or raze the Building and/or construct new improvements on the Premises, and Grantor and the Town may agree to extinguish this Agreement in accordance with the requirements of the Act for extinguishment and with the laws of the Commonwealth of Massachusetts and paragraph 22 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Town are unable to agree that the purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration.

9. Insurance. Grantor shall keep the Building insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Town, within ten (10) business days of Town's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Premises is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Town and its agents, directors, employees and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees) arising out

of or in connection with injury to or death of any person related to the use of the Premises; physical damage to the Premises; the release in, on or about the Premises of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous or toxic substance, except for those substances that are present on the Premises at the time of Grantor's acquisition thereof; or other injury or other damage occurring on or about the Premises, unless such injury or damage is caused by the Town or any agent, trustee, employee or contractor thereof. In the event that Grantor is required to indemnify the Town pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Premises; provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

11. Written Notice. Any notice which either Grantor or Town may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, registered or certified mail with return receipt requested, or hand delivery:

To Grantor:

Thoreau Farm Trust
Post Office Box 454
Concord, MA 01742

To Town:

Town Manager
Town of Concord
Town House
22 Monument Square
P.O. Box 535
Concord, MA 01742

With a copy to:

William Lahey, Esq.
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141

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

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

13. Inspection. Town shall be permitted at reasonable times to inspect the Premises to determine whether the Grantor is in compliance with the terms of this Restriction. Grantor covenants to cooperate in good faith in determining dates and times for such inspections.

14. Town's Remedies. Town may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary and or permanent injunction, including prohibitory and/or mandatory injunctive relief and to require the restoration of the exterior of the Building to the condition and appearance required under this Preservation Restriction Agreement. The Town shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder. In the event any civil action is commenced and Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse the Town for any costs or expenses incurred in connection with the Town's enforcement of the terms of this Restriction, including all reasonable court costs, and attorney's, architectural, engineering and expert witness fees.

15. Runs with the Land.

(a) This Restriction and all of the covenants, agreements and restrictions contained herein shall be deemed to be a preservation restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32 and 33. The Grantor shall use its best efforts to obtain any government approvals necessary for the perpetual enforcement of this Restriction, including but not limited to the approval of the Massachusetts Historic Commission ("MHC") as provided under G.L. c. 184, § 32. In the event that the Restriction in its current form is not acceptable to the MHC for purposes of said approval, the Grantor and the Town shall cooperate and use good faith efforts to make any and all technical (non-substantive) or mutually acceptable modifications that are necessary to obtain said approval. This Restriction shall also be deemed an "other restriction held by any governmental body" as that term is used under G.L. c. 184, § 26 and a restriction gifted for public purposes under G.L. c. 184, § 23 notwithstanding MHC approval or disapproval of this Restriction. The term of this Restriction shall be perpetual, subject to the provisions of paragraphs 8 and 22.

(b) The Grantor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Restriction and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Premises for the term of this Restriction, and are binding upon the Grantor's successors in title, (ii) are not merely personal covenants of the Grantor, and (iii) shall bind the Grantor, its successors and assigns and inure to the benefit of the Town and its successors and assigns for the term of the Restriction.

16. Title; Authority. The Grantor hereby represents, covenants and warrants as follows:

- (a) The Grantor (i) is a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Restriction.

- (b) The execution and performance of this Restriction by the Grantor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Grantor is a party or by which it or the Premises is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Grantor will, at the time of execution and delivery of this Restriction, have good and marketable title to the premises constituting the Project free and clear of any monetary lien or encumbrance. The Grantor represents and warrants that it has obtained the consent of all existing mortgagees of the Premises to the execution and recording of this Restriction and to the terms and conditions hereof, and the subordination of all existing mortgages to this Restriction, and that all such consents and subordinations are attached hereto and made a part hereof.

17. Assignment. The Town may, at its discretion without prior notice to Grantor, convey, assign or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national organization that is a charitable corporation or trust qualified to hold preservation restrictions under the Act, whose purposes, inter alia, are to promote preservation or conservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out.

18. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction in the land records of Middlesex County, Massachusetts. Grantor and the Town intend that the restrictions arising under this Restriction shall take effect on the day and year this instrument is recorded in the land records at Middlesex South Registry of Deeds, Cambridge, Massachusetts. In the interest of time, the Town and Grantor will diligently seek MHC approval of this Restriction after the initial recording of this document, and Grantor shall do and perform at its own cost all acts necessary for the recording of the version of this Restriction, with amendments as provided above, that may be so approved. Grantor hereby warrants and represents to the Town that, except as disclosed in the Deed, as of the date of the recording hereof, there shall be no liens or other encumbrances on the Premises that shall have priority over this document; Grantor shall reaffirm this warranty and representation upon the recording of any subsequent version of this Restriction as provided above.

19. Interpretation. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its purpose and the transfer of rights and the restrictions on use herein contained.

20. Severability. In case any section, paragraph or part of this Restriction shall be for any reason declared invalid by any court, every other section, paragraph and part shall continue in full force and effect.

21. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Town may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction, the validity of this Restriction under the Act or the status of the Town under any applicable law. Any such amendment shall be consistent with the protection values of the Building and the purpose of this Restriction; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, cultural and historic values protected by this Restriction. Nothing in this paragraph shall require Grantor or Town to agree to any amendment or negotiate regarding any amendment.

22. Extinguishment.

(a) Grantor and the Town acknowledge that as of the date of this Agreement each party is vested with real property interests in the Premises and that each such interest represents a percentage interest of the full fair market value of the Premises. Said percentage interests are equal to the ratio of the value of the Restriction on the date of this grant to the value of the Premises, without deduction for the value of this Restriction, on the date hereof, which Grantor and the Town agree shall equal: (i) 77.8%, representing the percentage value of the Grantor's real property interests in the Premises (the "Grantor's Share"); and (ii) 22.2%, representing the percentage value of the Town's real property interests in the Premises (the "Town's Share"). For purposes of this Section, the foregoing percentage values shall remain constant.

(b) Grantor and the Town hereby acknowledge that there are certain circumstances that may warrant extinguishment of the Restriction ("Extinguishment"), including, without limitation, partial or total destruction of the Building resulting from casualty. Such an extinguishment must be the result of a judicial proceeding and shall entitle the Town to a share of any Net Proceeds (as hereinafter defined) resulting from the extinguishment. "Net Proceeds" shall mean (i) net insurance proceeds resulting from a total or partial casualty loss to the Building that results in Extinguishment; and (ii) net proceeds from the first subsequent sale, exchange or involuntary conversion by Grantor of all or any portion of the Premises following Extinguishment. Upon the realization of any Net Proceeds following an Extinguishment, the Town shall be entitled to the Town's Share of the Net Proceeds, and the Grantor shall be entitled to the Grantor's Share of the Net Proceeds.

(c) If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and the Town shall cooperate and join in appropriate proceedings at the time of such taking to recover the full value of their respective interests in the Premises that are subject to the taking and all incidental and direct damages resulting from the taking, including legal action if necessary. All expenses reasonably incurred by the parties in connection with such taking shall be paid out of the

recovered proceeds. Grantor and the Town shall be respectively entitled to compensation from the balance of the recovered proceeds for the value of their respective property interests subject to the taking, as determined by the taking authority or by a court of competent jurisdiction. If no such determination is made, the Grantor and the Town shall share in the net recovered proceeds in accordance with the allocation set forth in subparagraph (a) above, provided that the Town shall only be entitled to share in the proceeds if the taking results in a full or partial extinguishment or taking of the Restriction. Notwithstanding the foregoing, however, if the Premises are encumbered by a mortgage or deed of trust at the time of such condemnation, Grantor and the Town shall be entitled to recover for the value of their respective interests in any proceeds; provided, however, that if any sums are required to be paid for the satisfaction of a mortgage or deed of trust secured by the Premises, Grantor's share shall be decreased by the amount of such sum, and if Grantor's share is insufficient to cover the full sum, the Town's share shall be decreased by the remaining amount of such sum.

23. Authority. Grantor hereby warrants and represents to the Town that the individual who is signing this Restriction on behalf of the Grantor has been duly authorized to execute this document and to grant the restrictions set forth herein.

24. Compliance with Law. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor shall promptly notify the Town of such conflict and shall co-operate with the Town and applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

25. Notice from Government Authorities. Grantor shall deliver to the Town copies of any notice or violation or lien relating to the Premises received by Grantor from any government authority other than the Town within ten (10) days of receipt by Grantor. Upon request by the Town, Grantor shall promptly furnish the Town with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

26. Notice of Proposed Sale. Grantor shall promptly notify the Town in writing of any proposed sale of the Premises and provide the opportunity for the Town to explain the terms of this Restriction to potential new owners prior to a sale closing.

27. Liens. Any lien on the Premises created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by the Town.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, on the date shown above, Grantor has caused this Restriction to be executed, sealed and delivered; and the Town has caused this instrument to be accepted, sealed and executed.

Grantor: THE THOREAU FARM TRUST, INC.

Lucille Stott
Lucille Stott, President

Joseph Wheeler
Joseph Wheeler, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 10th day of July, 2008, before me, the undersigned notary public, personally appeared Lucille Stott, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, 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 purposes.

Notary Public

Jean Elizabeth Ollivier-Labrousse

My Commission Expires: June 7, 2013

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 10th day of July, 2008, before me, the undersigned notary public, personally appeared Joseph Wheeler, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

Notary Public

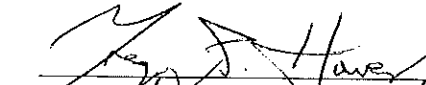
Jean Elizabeth Ollivier-Labrousse

My Commission Expires: June 7, 2013

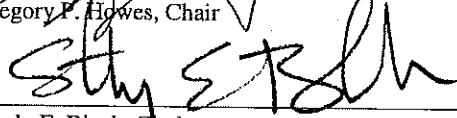
Grantee: CONCORD BOARD OF SELECTMEN

The foregoing Preservation Restriction is hereby approved and accepted by the Board of Selectmen of the Town of Concord this 30 day of June, 2008.

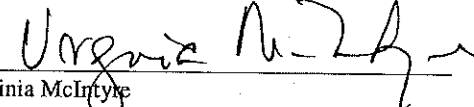
CONCORD BOARD OF SELECTMEN



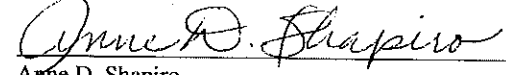
Gregory P. Howes, Chair




Stanly E. Black, Clerk



Virginia McIntyre



Anne D. Shapiro



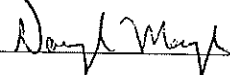
Jeffrey S. Wieand

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this 30 day of June, 2008, before me, the undersigned notary public, personally appeared Gregory P. Howes, 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 he signed it voluntarily for its stated purposes.

Notary Public



My Commission Expires **DOUGLAS MEACHER**
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
April 16, 2015



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 30 day of June, 2008, before me, the undersigned notary public, personally appeared Stanly E. Black, 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 he signed it voluntarily for its stated purposes.

Notary Public

Douglas Meagher

My Commission Expires



DOUGLAS MEAGHER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
April 16, 2015

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 30 day of June, 2008, before me, the undersigned notary public, personally appeared Virginia McIntyre, 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 purposes.

Notary Public

Douglas Meagher

My Commission Expires



DOUGLAS MEAGHER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
April 16, 2015

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 30 day of June, 2008, before me, the undersigned notary public, personally appeared Anne D. Shapiro, 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 purposes.

Notary Public

Douglas Meagher

My Commission Expires



DOUGLAS MEAGHER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
April 16, 2015

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 30 day of June, 2008, before me, the undersigned notary public, personally appeared Jeffrey S. Wieand, 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 he signed it voluntarily for its stated purposes.

Notary Public

Douglas Meagher

My Commission Expires



DOUGLAS MEAGHER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
April 16, 2015

MASSACHUSETTS HISTORICAL COMMISSION

Brona Simon
Brona Simon, Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 28th day of July, 2008, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was a personally known, 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 purposes.

Notary Public

Nancy Maida

My Commission Expires: January 19, 2012

Exhibit A

PROPERTY DESCRIPTION

That certain parcel of land situated on the northeasterly side of Virginia Road, Concord, Middlesex County, Massachusetts shown as Lot 1-A on a plan entitled "Land in Concord, Mass., Prepared for The Thoreau Farm Trust," dated June, 2006, prepared by David E. Ross Associates, Inc., recorded with Middlesex South Registry of Deeds as Plan No. ___ of 2007, bounded and described according to said plan as follows:

BEGINNING at a point on the northeasterly side of Virginia Road at the southwesterly corner of said Lot 1-A;

THENCE N16°-15'-00"E by Lot 2 on said plan, a distance of 190.00 feet to a point;

THENCE S71°-33'-14"E by Parcel A on said plan, a distance of 38.22 feet to a point;

THENCE N12°-41'-25"E by said Parcel A, a distance of 212.63 feet to a point;

THENCE S75°-28'-27"E by said Lot 2, a distance of 216.26 feet to a point;

THENCE S08°-10'-00"W by said Lot 2, a distance of 418.00 feet to a point on the northeasterly side of Virginia Road;

THENCE N72°-29'-30"W by the northeasterly side of Virginia Road, a distance of 300.00 feet to the point of beginning.

Containing 2.37 acres according to said plan.

Exhibit B

BASELINE DOCUMENTATION

ATTACHED:

- *National Register of Historic Places, Nomination Form* for Wheeler/Minot Farmhouse prepared by Anne McCarthy Forbes, 2004;
- Grantor's *Application for CPA Funding* submitted to the Town on September 29, 2006.

ON FILE WITH GRANTOR AND GRANTEE:

- *Historic Structure Report and Master Plan / Henry David Thoreau Birth House* prepared for Grantor by Lawrence A. Sorli and William B. Finch, August 2006 (the "Master Plan"); and

United States Department of the Interior
National Park Service

National Register of Historic Places
Registration Form

10/29/02

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "X" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Wheeler/Minot Farmhouse
other names/site number Henry D. Thoreau Birthplace

2. Location

street & number 341 Virginia Road N/A not for publication
city or town Concord N/A vicinity
state Massachusetts code MA county Middlesex code 017 zip code 01742

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property meets does not meet the National Register Criteria. I recommend that this property be considered significant nationally statewide locally. (See continuation sheet for additional comments.)
Signature of certifying official/Title _____ Date _____
State or Federal agency and bureau _____

In my opinion, the property meets does not meet the National Register criteria. (See continuation sheet for additional Comments.)
Signature of certifying official/Title _____ Date _____
State or Federal agency and bureau _____

4. National Park Service Certification

I hereby certify that this property is:
 entered in the National Register
 See continuation sheet.
 determined eligible for the National Register
 See continuation sheet.
 determined not eligible for the National Register
 removed from the National Register
 other (explain): _____
Signature of the Keeper _____ Date of Action _____

INTER-MUNICIPAL AGREEMENT

for advancement of

Bruce Freeman Rail Trail (Phase 2B)

By and Between the:

TOWN OF CONCORD

and TOWN OF ACTON

THIS AGREEMENT, made and entered into this ___ day of _____, 2017, and executed in duplicate (each executed copy constituting an original) by and among the Town of Concord (hereinafter referred to as “CONCORD”), a Massachusetts municipal corporation with a principal place of business at the Town House, 22 Monument Square, Concord, MA 01742 and the Town of Acton, (hereinafter referred to as “ACTON”), a municipal corporation with a principal place of business at 472 Main Street, Acton, MA 01720; each of the TOWNS acting by and through its Select Board/Board of Selectmen or its duly authorized contracting agent, with no personal liability to the aforementioned public officials (both Towns collectively referred to as “TOWNS”).

RECITALS

WHEREAS, Chapter 40, Section 4A of the General Laws, as amended, allows the Chief Executive Officer of towns to enter into agreements with one or more other towns to perform jointly activities or undertakings which any one of them is authorized by law to perform; and

WHEREAS, said Chapter 40, Section 4A, as amended, sets forth requirements for and parameters of such “inter-municipal agreements”; and

WHEREAS, the TOWNS are endeavoring collectively to create a multi-modal bike and pedestrian trail substantially along a former Railroad Right of Way (ROW), owned by the Commonwealth of Massachusetts and under the purview of the Massachusetts Department of Transportation (MassDOT) Executive Office of Transportation, known locally as the Bruce Freeman Rail Trail (Phase 2B), traversing through both municipalities (the “Project”); and

WHEREAS, when Phase 2B is completed, this Rail to Trail project will connect Phase 2A in Acton to Phase 2C in Concord, beginning at the intersection of Wetherbee Street and Great Road in Acton and continuing across Route 2 to Commonwealth Avenue in Concord. The total approximate project length is 5500 feet or 1.04 Miles. The project includes replacing bridge C-19-037 (rail trail over Nashoba Brook), a new bridge C-19-039 (rail trail over Route 2) and new culvert C-19-040 (Route 2 over wildlife crossing); and

WHEREAS, both TOWNS in this Agreement (hereinafter referred to as “Agreement”) have each authorized participation in the Agreement; and

WHEREAS, MassDOT has funded, contracted for and completed the 25% design of Phase 2B of the Bruce Freeman Rail Trail, it is not the purpose of this Agreement that the lead community is authorized to make interpretations or decisions relative to the design and construction of the rail trail project in the other TOWNS without the input of the TOWN’S Representatives; and

WHEREAS, the TOWNS, in concert with MassDOT, have allocated local funding or applied for Local, State and/or Federal funding to permit the acquisition of the ROW or easements, advancement of design to 100%, and construction of the trail; and

WHEREAS, the TOWNS agree that they will designate CONCORD to be the first lead TOWN to streamline the administration of the project;

NOW, THEREFORE, the TOWNS in consideration of the above, and the mutual benefits to be derived by the parties hereto, pursuant to the authority contained in M.G.L. Chapter 40, Section 4A, as amended, do hereby mutually agree as follows:

ARTICLE 1- ORGANIZATION

1.1 DESIGNATION OF LEAD COMMUNITY AND TOWN REPRESENTATIVES

The TOWNS shall each designate one “Representative” to be the liaison between the Project and each TOWN and to handle the general day-to-day affairs of the Project.

CONCORD shall be designated the first “lead community” for each and every grant application to be submitted and contract to be entered into by the TOWNS, pursuant to this Agreement. The “lead community” shall act as contracting authority for contracts. Contract related correspondence and documents should be directed to the lead community contact address below. It is not inconsistent with this Agreement, however, that a different TOWN may be designated to serve as “lead community” for future Project related contracts, if determined to be in the best interest of the TOWNS. All future grant applications for the Project shall designate a “lead community” at time of execution of a new application, if other than CONCORD, for the particular contract which shall result from said grant or other funding; and any agreements made by and between the TOWNS, during the process of the funding submission, shall be clearly detailed as to scope and budget and appended to this AGREEMENT as future EXHIBITS.

As long as CONCORD remains the lead community under this Agreement, all official reports, correspondence, invoices and other communications are to be directed to and/or through the CONCORD Representative here indicated:

Marcia Rasmussen, Director of Planning & Land Management
Town of Concord Department of Planning & Land Management
141 Keyes Road
Concord, MA 01742
Telephone: (978) 318-3290, Facsimile: (978) 318-3291

Email: mrasmussen@concordma.gov

1.2 ACCESS TO RECORDS:

The lead community, shall keep a written, permanent record of its official proceedings, and shall at all times keep full and accurate financial records which shall be open at appropriate times to inspection by the TOWNS and by auditors so designated by the Commonwealth.

1.3 CONTRACTS:

In accordance with Chapter 7, Section 22B of the General Laws, the lead community may enter into and/or cause to be entered into contracts for professional and other services as is necessary to further advance the purpose of the Project provided that, for any contract requiring a municipal appropriation, final approval must first be obtained from the participating TOWNS, and further provided that the 25% design plans for the Project have been accepted by the members of the Select Board/Selectmen of the affected TOWNS. As of the effective date of this Agreement, the TOWNS and the Massachusetts Department of Transportation have submitted grant applications, 25% design plans, and other proposals.

1.4 TIME LINE:

A project “time line” will be created by the lead community and may be amended from time to time, as needed. The “time line” is intended to serve as a guide to the individual TOWNS for planning of any local approvals (e.g., Historic Resources, Natural Resources and Wetlands Resources) that may be required to advance the Project. Project completion date is scheduled for June 30, 2018 for federal fiscal year 2018 for construction funding.

ARTICLE 2- FINANCIAL ARRANGMENTS

2.1 APPORTIONMENT OF COSTS

Individual TOWNS shall, at their sole discretion, determine their level of participation, if any, in future Project grants or other funding. All future grant applications and other projects requiring financial contributions by participating TOWNS, made and duly authorized by the respective TOWN, shall be honored throughout the completion of that phase of the project. It is also agreed that the individual community costs, incurred outside of the scope of this Agreement, specific to the needs of any one particular TOWN, will be borne solely by that TOWN.

The TOWNS agree that an amendment to this agreement or a new agreement shall be prepared in the event that not all of the anticipated funding is available for the design and construction of the rail trail project.

2.2 CHANGE ORDERS:

Based on the nature of the work to be undertaken and the unknowns of the ROW acquisition, design, and development process, the TOWNS acknowledge that it is conceivable that less work and/or work beyond the envisioned scopes of work identified in the 25% design plan may have to be undertaken in deviation of initially established budget project outlines. No change order associated with any contract made hereunder will be effective without the written approval of both Representatives from each of the TOWNS. The Representatives of the TOWNS shall be responsible to evaluate any proposed changes and make recommendations to the respective TOWNS for final

approval and agree on ways to proceed. Any change proposed or agreed to by the TOWN Representative which shall require an alteration to a TOWN'S financial contribution shall also require written approval, prior to the execution of said change, by the duly authorized contracting authority of the affected TOWN. Change orders pertaining to non-substantive matters that will not impact financial obligations may be approved by the Representatives of the TOWNS in their discretion, with the understanding that the individual TOWN Representatives may need to seek advance approval for their actions.

2.3 ADMINISTRATIVE COSTS:

It is agreed that the individual community costs, such as administration and legal expenses, incurred outside of the scope of this Agreement, specific to the needs of any one particular TOWN, will be borne solely by that TOWN.

ARTICLE 3 – INVOICING

All contracted Project invoices will be submitted to and paid by the lead community, which will then submit requests for reimbursement to the State, Federal Government, other grant funding entity, or to the TOWNS for reimbursement from funds that have been specifically allocated by them for advancing the Project. Upon written request, any TOWN may request that the lead community provide a copy of Project invoices to said TOWN, prior to the lead community making payment. The lead community shall comply with any such request. Reimbursement payments by any TOWN to the lead community shall be made within thirty (30) days of receipt of such reimbursement request.

ARTICLE 4 – TERM / PURPOSE / INTENT

The parties intend that the TOWNS entering into this Agreement are the sole and exclusive beneficiaries of the Agreement, subject to the terms and limits of this Agreement and of applicable state and federal law. This Agreement shall not take effect until it has been executed by duly authorized signatories of both participating TOWNS.

4.1 TERM

The term of this Agreement shall be for a period of five (5) years from the last signatory's date hereof, unless sooner terminated or extended, as herein provided.

Any TOWN may withdraw upon sixty (60) days written notice to the remaining TOWNS and through no fault of the terminating party pursuant to Chapter 40, Section 4A of the General Laws, as amended. To the extent applicable, the remaining TOWNS shall be reimbursed for all services and expenses rendered as of the date of withdrawal. Any TOWN withdrawing from this Agreement shall remain liable for all unmet material obligations incurred up to the date of withdrawal.

4.2 AMENDMENT:

No officer, official, agent, or employee of any of the participating TOWNS shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind any of the participating TOWNS by making any promise or representation not contained herein, except by a written amendment duly authorized by both TOWNS. Said amendment shall be executed in the same manner as this Agreement is executed.

4.3 ASSIGNMENT:

This Agreement shall not be assigned or transferred by any participating TOWN without the express written consent of the other TOWNS given with the same formalities as are required for the execution of this Agreement.

4.4 REPORTS AND RECORDS:

Annually, during the first week of September, the lead community shall cause to have prepared an accurate and comprehensive Project progress report and financial statement of transactions that have occurred, including, but not limited to, grant funds authorized, services performed and costs incurred, through the previous fiscal year ending with the immediate past June 30th, which shall be issued to all TOWNS. Each TOWN Representative shall notify the other TOWN Representatives in writing of the changed names and titles of its official or officials responsible for the implementation of the terms of this Agreement.

4.5 REMEDIES:

In addition to the remedies, power and authority which each TOWN has at law or under its by-laws, the following remedies apply:

If any participating TOWN fails to fulfill any material obligation or condition of this Agreement, the other TOWN shall have the right to suspend the participation of the offending TOWN by giving sixty (60) days notice, in writing, of their intent to do so. Upon receipt of such notice, the TOWN shall have the right to prevent suspension by curing the default within thirty (30) days or by undertaking the cure within such time and diligently and continuously pursuing such cure to completion or within any additional time which may be granted, in writing, to the defaulting TOWN.

All TOWNS reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein. The TOWNS shall also consider the use of alternative dispute resolution to address performance issues under this Agreement.

If any administrative board, commission or division of the state or federal government or any court materially impairs, alters, restricts or limits, directly or indirectly any TOWN's rights, powers or authority to perform under this Agreement, and such governmental action was not the result of any omission or action by that TOWN, it may suspend its participation in this Agreement by giving sixty (60) days written notice to the other TOWN. The notice of suspension shall be given within five (5) business days after the TOWN receives written notice of the action of decision of such agency, board, commission, division or court. It is the intent of this notice provision to give the other TOWN as much advance notice as possible.

4.6 EMPLOYEES:

Employees, servants, or agents of any of the TOWNS shall not be deemed to be agents, servants or employees of any other TOWN for any purpose including but not limited to, either Workers' Compensation or unemployment insurance purposes.

4.7 FINANCING ARRANGMENTS:

The lead community will provide ACTON with any information available to the lead community, as such is necessary to enable said ACTON to take any other action required to advance the Project.

4.8 SEVERABILITY

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that, for public purposes, the remaining provisions hereof shall continue in full force and effect.

4.9 ENTIRE AGREEMENT

The terms, together with all the attachments referenced herein, constitute the entire agreement between the TOWNS and shall supersede all previous communications, representations, or agreements, either oral or written, between the TOWNS with respect to the subject matter.

4.10 MAXIMUM FINANCIAL LIABILITY

The maximum extent of each TOWN'S financial liability in connection with any and all contracts, grants, agreements, and/or services, as entered into by the TOWNS pursuant to this Agreement, shall not exceed the amount validly appropriated by, or available to, each said TOWN for said purpose.

4.11 LIABILITY

Pursuant to MGL c. 40, s. 4A, each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258.

By entering into this Agreement, none of the parties have waived any governmental immunity or limitation of damages that may be extended to them by

operation of law.

4.12 INDEMNIFICATION

Each TOWN shall be responsible for the portion of the Project within its borders. In the event that any claims, demands, suits and/or causes of action arise with respect to a portion of the Project, the TOWN in which said portion is located shall be liable and shall indemnify, defend and hold the other TOWN harmless from and against any and all such claims, demands, suits and/or causes of action, including reasonable attorney's fees.

SIGNATORIES:

The responsibilities taken on initially by CONCORD, or any other subsequent "lead community" so designated under this Agreement, are voluntary and for the common goals of the Project advancement and in no way does this Agreement relieve ACTON from its individual and joint legal obligations under Massachusetts General Laws or other laws or regulations as may be applicable.

IN WITNESS WHEREOF, the TOWNS have caused their proper representative on the day and year first above written to execute this Agreement:

TOWN MEETING UPDATE

Concord's 2017 Annual Town Meeting began on Monday, April 24th and continued on Tuesday, April 25th, Wednesday, April 26th and Thursday April 27th when Town Meeting completed business and dissolved. The results are listed below, along with the attendance count for each session. The results of the Special Town Meeting also held on Tuesday, April 25th are included in this update.

ANNUAL TOWN MEETING			
ARTICLE	DATE	SUBJECT	RESULT
1	4/24/17	Choose Town Officers	<u>Passed</u> by Declared Unanimous Vote
2	4/24/17	Hear Reports & Consent Calendar	<u>Passed</u> by Declared Unanimous Vote
3	4/24/17	Meeting Procedure (Rule of the Meeting governing requirements on motions and amendments made under articles concerned with expenditures)	<u>Passed</u> Under Article 2 Consent Calendar
4	4/24/17	Ratify Personnel Board's Classification Actions	<u>Passed</u> Under Article 2 Consent Calendar
5	4/24/17	Personnel Board- Classification & Compensation Plan for Regular-Status Positions	<u>Passed</u> Under Article 2 Consent Calendar
6	4/24/17	Personnel Bylaw Amendments	<u>Passed</u> Under Article 2 Consent Calendar
7	4/24/17	Town Budget- Appropriation of \$40,943,520 for FY18	<u>Passed</u> by Declared Unanimous Vote
8	4/24/17	Municipal Building Renovations	<u>Passed</u> Under Article 2 Consent Calendar
9	4/24/17	Public Safety Communications Equipment	<u>Passed</u> Under Article 2 Consent Calendar
10	4/24/17	Fire Engine #8 Replacement	<u>Passed</u> Under Article 2 Consent Calendar
11	4/24/17	Ambulance #1 Replacement	<u>Passed</u> Under Article 2 Consent Calendar
12	4/24/17	Bylaw Regarding Leasing of Town Land by Select Board and Town Manager	<u>Passed</u> by Declared Near Overwhelming Majority Vote
13	4/24/17	Public School Budget- Appropriation of \$36,810,111 for FY18	<u>Passed</u> by Declared Near Unanimous Vote
14	4/24/17	FY2017 Concord Public Schools Supplemental Appropriation	<u>No Motion</u> Made
15	4/24/17	Concord Public Schools Renovations- Appropriation of \$850,000 from Borrowing	<u>Passed</u> by Declared 2/3 Vote
16	4/24/17	Concord-Carlisle Regional High School Budget- Appropriation of \$21,599,072 as Concord's apportioned share of the FY18 budget	<u>Passed</u> by Declared Near Unanimous Vote
17	4/24/17	Concord-Carlisle Regional School District- Landfill Flexible Cap Remediation \$1,200,000 Debt Exclusion	<u>Passed</u> by Declared Majority Vote
18	4/24/17	Minuteman Regional Technical High School District Budget- Appropriation of \$599,179	<u>Passed</u> by Declared Near Unanimous Vote

19	4/25/17	Free Cash Use- \$1,000,000 transferred from free cash to reduce the tax levy	Passed by Declared Near Unanimous Vote
ARTICLE	DATE	SUBJECT	RESULT
20	4/25/17	BY PETITION Resolution- Reducing the Influence of Money in Politics	Passed by Declared Majority Vote
21	4/26/17	Establish Revolving Fund- Rental Income from Marshall and Barrett's Mill Farms	Passed by Declared Unanimous Vote
22	4/24/17	PEG Access and Cable-Related Fund	Passed Under Article 2 Consent Calendar
23	4/26/17	Authorize Acquisition of 55 Church Street	Passed by Declared Majority Vote
24	4/26/17	Funding for Telecommunications Services	Passed by Declared Unanimous Vote
25	4/26/17	Funding for Technology Improvements	No Motion
26	4/26/17	Smart Grid Improvements	Passed by Declared 2/3 Majority Vote
27	4/24/17	Comprehensive Municipal Facility Needs Study	Passed Under Article 2 Consent Calendar
28	4/26/17	BY PETITION Guideline for Preservation of Public Access to Open Space	No Motion
29	4/26/17	Community Preservation Committee Appropriation Recommendations- Appropriation of \$1,326,340 from Community Preservation Fund	Passed by Declared Unanimous Vote
30	4/26/17	Appropriation Recommendation for Junction Village Affordable Assisted Living Development	Passed by Counted Majority Vote
31	4/24/17	Bruce Freeman Rail Trail- Grant of Easement to MBTA	Passed Under Article 2 Consent Calendar
32	4/24/17	Accept Easements- Brookside Square Development	Passed Under Article 2 Consent Calendar
33	4/24/17	Grant of Easement to W.R. Grace	Passed Under Article 2 Consent Calendar
34	4/27/17	Grant of Easement over 26A Balls Hill Road	No Motion
35	4/24/17	Zoning Bylaw Amendment- Site Plan Review for Religious Uses, Educational Uses, and Child Care Facilities	Passed Under Article 2 Consent Calendar
36	4/27/17	Zoning Bylaw Amendment- Professional Office	Passed by Declared 2/3 Majority Vote
37	4/24/17	Zoning Bylaw Amendment- Nonconforming Single and Two Family Residential Structures	Passed Under Article 2 Consent Calendar
38	4/24/17	Zoning Bylaw Amendment- Residential Uses	Passed Under Article 2 Consent Calendar
39	4/27/17	Zoning Bylaw Amendment- Marijuana Establishment Temporary Moratorium	Passed by Declared 2/3 Majority Vote
40	4/27/17	General Bylaw- Tree Preservation Bylaw	Passed by Declared Majority Vote
41	4/27/17	Tree Preservation Revolving Fund	Passed by Declared Majority Vote

42	4/27/17	BY PETITION Alternative PRD Preliminary Site Development and Use Proposal for Lot 4A and Parcel A Forest Ridge Road	<u>Passed</u> by Declared 2/3 Majority Vote
ARTICLE	DATE	SUBJECT	RESULT
43	4/27/17	BY PETITION Release of Residential Restriction Applicable to Lot 4A and Parcel A Forest Ridge Road	<u>Passed</u> by Declared 2/3 Majority Vote
44	4/24/17	Regional Housing Services Revolving Fund Expenditures- not to exceed \$235,000 for FY18	<u>Passed</u> Under Article 2 Consent Calendar
45	4/24/17	Road Repair Revolving Fund Expenditures- not to exceed \$120,000	<u>Passed</u> Under Article 2 Consent Calendar
46	4/27/17	Cemetery Roads and Infrastructure Improvements	<u>Passed</u> by Declared Majority Vote
47	4/27/17	2017 Roads and Parking Lots Program	<u>Passed</u> by Declared Unanimous Vote
48	4/27/17	Senior Means-Tested Property Tax Exemption	<u>Passed</u> by Declared Majority Vote
49	4/27/17	BY PETITION Request for Home Rule Legislation Allowing Concord to Adopt Fees to Finance Affordable Housing	<u>Passed</u> as amended by Declared Majority Vote
50	4/27/17	BY PETITION Request to Fund Limited Testing of Honey Bee Hives for Neonicotinoid Levels	<u>No Motion</u>
51	4/25/17	Concord's Energy Goals	<u>Passed</u> by Declared Near Unanimous Vote
52	4/27/17	Unpaid Bills	<u>No Motion</u>
53	4/24/17	Light Plant Expenditures & Payment in Lieu of Taxes	<u>Passed</u> Under Article 2 Consent Calendar
54	4/24/17	Solid Waste Disposal Fund Expenditures	<u>Passed</u> Under Article 2 Consent Calendar
55	4/24/17	Sewer System Expenditures	<u>Passed</u> Under Article 2 Consent Calendar
56	4/24/17	Sewer Improvement Fund Expenditures	<u>Passed</u> Under Article 2 Consent Calendar
57	4/27/17	Water System Expenditures	<u>Passed</u> by Declared Unanimous Vote
58	4/27/17	Beede Swim & Fitness Center Enterprise Fund Expenditures	<u>Passed</u> by Declared Unanimous Vote
SPECIAL TOWN MEETING			
STM-1	4/25/17	BY PETITION Urge the Select Board to Adopt Formal Policies Making Concord a "Welcoming Community"	<u>Passed</u> by Declared Majority Vote
STM-2	4/25/17	Adopt MGL Ch. 40, Section 8J, Creating a Commission on Disability	<u>Passed</u> by Declared Near Unanimous Vote
STM-3	4/25/17	Transfer 1,500,000 from Available Funds to Fund Technology Improvements	<u>Passed</u> by Declared Near Unanimous Vote

Attendance: There were approximately 423 voters in attendance at the first session on Monday, April 24th; 921 at the second session on Tuesday, April 25th; 374 at the third session on Wednesday, April 26th; and 241 at the fourth session on Thursday, April 27th.

Property Addresses: Portion of 221 Balls Hill Road, Concord, Massachusetts

RECORD AND RETURN TO:
Alexandra A. Mitropoulos, Esquire
Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, Massachusetts 02109

~ Recording Information Area ~

QUITCLAIM DEED

The **TOWN OF CONCORD**, a Massachusetts municipal corporation having a mailing address of Town House, 22 Monument Square, Concord, Massachusetts 01742, *acting by and through its Select Board*,

for consideration paid and in full consideration of One Dollar (\$1.00), and pursuant to that certain Town Meeting vote passed on December 8, 2016, recorded at the Middlesex South Registry of Deeds in Book 68603, Page 416,

hereby grants to the **TOWN OF CONCORD**, a municipal corporation having a mailing address of Town House, 22 Monument Square, Concord, Massachusetts 01742, *acting by and through its Natural Resources Commission, acting as the Town of Concord's Conservation Commission*,

WITH QUITCLAIM COVENANTS,

a certain parcel of land, together with any improvements thereon, situated in said Concord, Middlesex County, Massachusetts, being shown as Lot A-2 and Parcel A2.1 on a certain plan having two sheets entitled, "Plan of Land in Concord, Massachusetts," Prepared for Concord Land Conservation Trust by Stamski and McNary, Inc., dated October 17, 2016 (the "Plan") and recorded with the Middlesex South District Registry of Deeds on December 6, 2016 as Plan No. 1128 of 2016.

Said Lot A-2 contains 2.7943 acres, more or less, and said Parcel A2.1 contains 19.2732 acres, more or less, all according to said Plan.

The premises are conveyed subject to and with the benefit of rights, rights of way, easements, restrictions, reservations, takings and agreements of record, if any, insofar as the same are now in force and applicable.

No Massachusetts documentary stamps are affixed hereto as the consideration is such that none are required by law.

Being a portion of the premises conveyed to the Town of Concord by Quitclaim Deed of Charlene B. Engelhard, dated December 12, 2016 and recorded with the Middlesex County Southern District Registry of Deeds in Book 68603, Page 416.

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Property Addresses: Portion of 221 Balls Hill Road, Concord, Massachusetts

RECORD AND RETURN TO:
Alexandra A. Mitropoulos, Esquire
Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, Massachusetts 02109

~ Recording Information Area ~

QUITCLAIM DEED

The **TOWN OF CONCORD**, a Massachusetts municipal corporation having a mailing address of Town House, 22 Monument Square, Concord, Massachusetts 01742, *acting by and through its Select Board*,

for consideration paid and in full consideration of One Dollar (\$1.00), and pursuant to that certain Town Meeting vote passed on December 8, 2016, recorded at the Middlesex South Registry of Deeds in Book 68603, Page 416,

hereby grants to the **TOWN OF CONCORD**, a municipal corporation having a mailing address of Town House, 22 Monument Square, Concord, Massachusetts 01742, *acting by and through its Public Works Commission*,

WITH QUITCLAIM COVENANTS,

a certain parcel of land, together with any improvements thereon, situated in said Concord, Middlesex County, Massachusetts, being shown as Parcel A2.2 on a certain plan having two sheets entitled, "Plan of Land in Concord, Massachusetts," Prepared for Concord Land Conservation Trust by Stamski and McNary, Inc., dated October 17, 2016 (the "Plan") and recorded with the Middlesex South District Registry of Deeds on December 6, 2016 as Plan No. 1128 of 2016.

Said Parcel A2.2 contains 11.0283 acres, more or less, all according to said Plan.

The premises are conveyed subject to and with the benefit of rights, rights of way, easements, restrictions, reservations, takings and agreements of record, if any, insofar as the same are now in force and applicable.

No Massachusetts documentary stamps are affixed hereto as the consideration is such that none are required by law.

Being a portion of the premises conveyed to the Town of Concord by Quitclaim Deed of Charlene B. Engelhard, dated December 12, 2016 and recorded with the Middlesex County Southern District Registry of Deeds in Book 68603, Page 416.

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entered 3/29/17

LAST NAME: GAUTHIER	FIRST NAME: RICHARD	PRECINCT #:	TOWN OF CONCORD COMMITTEE INTEREST		
STREET ADDRESS: 35 HUBBARD ST			INDICATE COMMITTEE PREFERENCE		
E-MAIL ADDRESS: gauthier8@gmail.com			1. H. Cargill Freund		
PHONE - HOME: 978 369-1520 OFFICE:			2.		
FAX #:			3.		
CELL#: 978 494-2224			DATE APP'T	COMMITTEE	TERM EXPIRED
PLACE OF EMPLOYMENT: Retired from Billette					
DIGITAL					
PROFESSION/TITLE: MARKETING EXECUTIVE					
CONSULTANT EXECUTIVE COACH					
RELEVANT EXPERIENCE, EDUCATION:					
English Teacher, MA English					
MARKETING, Speech Writer					
RELEVANT DEGREES, PROFESSIONAL CERTIFICATES:					
MA English, ABD English					
CERTIFIED EXECUTIVE COACH					