

G. BRUCE RUMPH
ATTORNEY AT LAW
74 NORTH STREET
PITTSFIELD, MASSACHUSETTS 01201

(413) 499-1024

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442-1594

Rev. Robert R. Kyte
The Congregational Church of Lenox
a/k/a "The Church on the Hill"
Main Street
Lenox, MA 01240

August 10, 1987

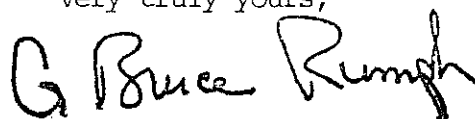
Re: Preservation Restriction Agreement

Dear Rev. Kyte:

Enclosed please find the recorded Preservation Restriction Agreement between the Commonwealth of Massachusetts by and through the Massachusetts Historical Commission and The United Church of Christ.

I would like to take this opportunity to thank you for allowing me to represent you in this matter. If I can be of further assistance in the future, please do not hesitate to contact me.

Very truly yours,



G. Bruce Rumph

/ms

Enclosure

310897

PRESERVATION RESTRICTION AGREEMENT
 between the COMMONWEALTH OF MASSACHUSETTS

by and through the MASSACHUSETTS HISTORICAL COMMISSION and

The United Church of Christ

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at 80 Boylston Street, Boston, Massachusetts, hereinafter referred to as the Commission, and the Church on the Hill located at Main Street, Lenox, MA 01240, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon as described in a deed dated 7/6/07, from The Congregational Society of Lenox to The Congregational Church of Lenox, recorded with the Berkshire Middle District Registry of Deeds at Book 337, Page 232, which is known as "The Church on The Hill" and which is located at Main Street, Lenox, Massachusetts, hereinafter referred to as the Premises; and

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following Preservation Restrictions which shall apply in perpetuity to the Premises.

These Preservation Restrictions are set forth so as to ensure the preservation of the architectural, archaeological and historical integrity of the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed on the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966.

Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National Register of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: the Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing, or administering the Premises.

2. Inspection: The Grantor agrees that the Commission shall have the right to enter the Premises upon reasonable notice for the purpose of inspecting the Premises to determine whether the Grantor is in compliance with the terms of this Preservation Restriction.

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including interiors, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, what constitutes alterations of a minor nature and ordinary maintenance and repair is set forth in Exhibit A which is attached to and made part of this Preservation Restriction.

4. Assignment: The Commission may assign this Preservation Restriction to another government body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties.

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

7. Other Provisions:

(a). The Premises may not be subdivided without the prior written approval of the Commission.

The burden of these preservation restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and be binding upon future owners of an interest therein.

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

WITNESS the execution hereof an an instrument under seal this 25th day of February, 1987.

Rev. Robert R. Kiper

COMMONWEALTH OF MASSACHUSETTS

Berkshire County, ss.

February 25th, 1987

Then personally appeared before me the above-named Rev. Robert R. Kiper, and acknowledged the foregoing to be the free act and deed of Rev. Robert R. Kiper, before me.

G. Bruce Smith

Notary Public
My Commission Expires: 4/11/91

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned executive director of the Massachusetts Historical Commission, empowered to act for the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction has been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Valerie A. Talmage
Valerie A. Talmage
Executive Director
Massachusetts Historical
Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

September 9, 1986

The personally appeared the above named Valerie Talmage and acknowledged the foregoing approval to be the free act and deed of the Massachusetts Historical Commission, before me

Notary Public

My Commission Expires: 11/3/89

Alan M. Fitzgerald

G. BRUCE RUMPH

ATTORNEY AT LAW

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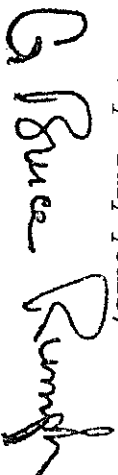
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