

The Commonwealth of Massachusetts
Department of Public Safety
Architectural Access Board

One Ashburton Place, Room 1310
Boston Massachusetts 02108-1618

Phone: 617-727-0660

Fax: 617-727-0665

www.mass.gov/dps

Docket Number

(Office Use Only)

APPLICATION FOR VARIANCE

In accordance with M.G.L., c.22, § 13A, I hereby apply for modification of or substitution for the rules and regulations of the Architectural Access Board as they apply to the building/facility described below on the grounds that literal compliance with the Board's regulations is impracticable in my case.

PLEASE ENCLOSE:

- 1) A filing fee of \$50.00 (Check/Money Order) made payable to the "Commonwealth of Massachusetts" and all supporting documentation (e.g. plans in 11" x 17" format, photographs, etc.). In addition, the complete package (including plans and photographs) must be submitted via one compact disc.
 - 2) If you are a tenant seeking variance(s), a letter from the owner of the building authorizing you to apply on his or her behalf is required.
 - 3) The completed "Service Notice" form provided at the end of this application certifying that a copy of your *complete application* has been received by the Local Building Inspector, Local Disability Commission (if applicable), and Local Independent Living Center for the city/town that the property in question resides in. A list of the local entities can be found by calling the Architectural Access Board Office or the Local City/Town Clerk. For a list of the Local Independent Living Centers you can either call the Architectural Access Board Office or visit the Massachusetts Statewide Independent Living Council website at <http://www.masilc.org/membership/cils>.
1. State the name and address of the owner of the building/facility:
Exchange Hall LLC, Glenn Berger, 2 School Street, Acton, MA 01720
Email: info@exchangehall.com
Telephone: 978-263-8500
 2. State the name and address of the building/facility:
Exchange Hall, 2 School Street, Acton, MA 01720

3. Describe the facility (i.e. number of floors, type of functions, use, etc.):
- Exchange Hall has four floors, two of which are at grade, and tucked into a hill. The site is on a slope of approx. 10 ft from front to back (south to north). The ground floor is office space accessible from the south only. Due to the land contour and the historic details, the first floor is accessible at grade only from the north. The first floor has a grand balcony and deck on the south and west sides that prevent access without changing the historic nature of the building. The first floor is occupied by attorney's offices and other offices. The plans show two handicap accessible bathrooms, egress, and accessible aisles throughout the floor. The north entrance is close to grade and with a small change in grade will be accessible. The third and fourth floors which include the Victorian Room, office space, and The Ballroom are not accessible without an elevator. Except for the impact on the use of The Ballroom and the balcony inside The Ballroom, the LULA seems like an almost viable choice for future accessibility. Because of the current economic climate we are forced to complete the building in stages. The current project is the first floor and ground floor, which will meet all of 521CMR.

At this time I would like to request variances for the rest of the building.

The time variance request is for design development, financing, and construction to meet 521CMR requirements for access to the 2nd and 3rd floors. Two solutions have been investigated that have significant cost and impact including:

4) Option 1:

If a LULA is installed for access from the 1st floor to the 3rd floor there will be a limitation in the vertical travel of less than 27 ft. The LULA will not be able to service the ground floor, the balcony in the 3rd floor ballroom, or the attic. The LULA would eliminate two income producing rooms on the 2nd floor. It would also impact the use of the hall balcony and eliminate the original stair access to the attic. The LULA would eliminate all necessary storage for large items related to the primary use and income of the hall. New storage space would significantly impact the historic appearance and function of the hall. In the event the LULA is required by AAB and approved by the Mass Historical Commission, space for the LULA has been reserved on the 1st floor. The estimated cost of the LULA is approximately \$142,000, which is beyond the current income stream of Exchange Hall.

A quote for the LULA (equipment only) is provided at \$52,000. The additional cost of remodeling the three lobbys, where the LULA could stop, would add an additional \$50,000. We would also need four accessible bathrooms and the associated work for an additional cost of \$40,000. Plans are included which show the space where a LULA could be installed in the future, the space is marked and reserved on the plans. The plan to restore the building to create an active community gathering place is continuing.

Had the parking needs been met, the Site Plan Special Permit (documents included) would have generated the necessary income to cover the cost of accessibility. Because of the economic downturn and our inability to procure additional parking the Site Plan Special Permit had to be abandoned. The Ballroom and Victorian Room is open only when there is available public parking off-site, or for small functions where our limited 10 available on-site spaces can accommodate the needs during the weekday when the commuter lots are full.

8. Is the building historically significant? X yes no. If no, go to number 9.

8a. If yes, check one of the following and indicate date of listing:

- | | |
|---------------|---|
| <u> </u> | National Historic Landmark |
| <u> 1986 </u> | Listed individually on the National Register of Historic Places |
| <u> X </u> | Located in registered historic district |
| <u> X </u> | Listed in the State Register of Historic Places |
| <u> </u> | Eligible for listing |

8b. If you checked any of the above **and** your variance request is based upon the historical significance of the building, you *must* provide a letter of determination from the Massachusetts Historical Commission, 220 Morrissey Boulevard, Boston, MA 02125.

9. For each variance requested, state in detail the reasons why compliance with the Board's regulations is impracticable (use additional sheets if necessary), including but not limited to: the necessary cost of the work required to achieve compliance with the regulations (i.e. written cost estimates); and plans justifying the cost of compliance.

10. Has a building permit been applied for? yes

Has a building permit been issued? yes

10a. If a building permit has been issued, what date was it issued? March 11, 2011

10b. If work has been completed, state the date the building permit was issued for said work:

11. State the estimated cost of construction as stated on the above building permit:

\$75,000.

11a. If a building permit has not been issued, state the anticipated construction cost:

12. Have any other building permits been issued within the past 36 months? yes

12a. If yes, state the dates that permits were issued and the estimated cost of construction for each permit: March 2008 - \$100,000.

13. Has a certificate of occupancy been issued for the facility? Yes, partial 2rd & 3rd floors

If yes, state the date: December, 2009

14. To the best of your knowledge, has a complaint ever been filed on this building relative to accessibility? yes X no

15. State the actual assessed valuation of the **BUILDING ONLY**, as recorded in the **Assessor's Office** of the municipality in which the building is located: \$314,000

Is the assessment at 100%? Yes

If not, what is the town's current assessment ratio?

**ARCHITECTURAL ACCESS BOARD VARIANCE APPLICATION
SERVICE NOTICE**

I, Glenn Berger, as Owner of Exchange Hall, 2, School St., Acton, MA, 01720

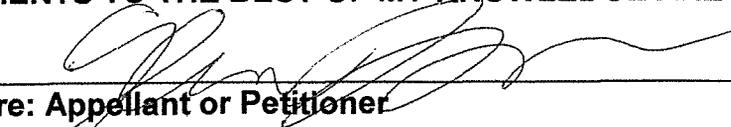
for the Petitioner same submit a variance application filed with the Massachusetts

Architectural Access Board on 5-18-2011

HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT I SERVED OR CAUSED TO BE SERVED, A COPY OF THIS VARIANCE APPLICATION ON THE FOLLOWING PERSON(S) IN THE FOLLOWING MANNER:

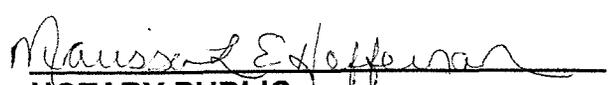
	<u>NAME AND ADDRESS OF PERSON OR AGENCY SERVED</u>	<u>METHOD OF SERVICE</u>	<u>DATE OF SERVICE</u>
1	Local Disability Commission Elizabeth Franklin 68 Windsor Ave., Acton, MA 01720 978263-2579	CERTIFIED MAIL	5/18/11
2	Boston Center for Independent Living Bill Henning, Executive Director 60 Temple Place 5 th floor Boston, MA	CERTIFIED MAIL	5/18/11
3	Frank Ramsbottom 472 Main Street Acton, MA 01720	Hand	5/18/11

AND CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE ABOVE STATEMENTS TO THE BEST OF MY KNOWLEDGE ARE TRUE AND ACCURATE.


Signature: Appellant or Petitioner

On the 18 Day of MAY 20 11
PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED

GLENN BERGER
(Type or Print the Name of the Appellant)


NOTARY PUBLIC

My Commission Expires November 25, 2016
MY COMMISSION EXPIRES

Quote #: 11759 - 02
Date: 10/20/2010
Expiration Date 12/19/2010

Project Name: Exchange Hall
Address: 2 School Street
Acton, MA 01720

*File
Vertical
LIFT*



Quotation/Agreement

Limited Use Limited Application (LULA) Elevator

I. Summary:

This Quotation/Agreement represents our offer to supply and install the equipment and scope of work outlined in the following material and equipment descriptions or the complete scope of work described in section n/a of the project plans and specifications. Compliance with plans, specifications and drawings is agreed, with exceptions, if any, as listed in paragraph IX below.

II. Location In Building:

Building Interior

III. Materials To Be Provided:

One (1) Limited Use Limited Application (LULA) Elevator for barrier free access only, according to the following equipment specifications:

Equipment Specification

Capacity	1400 lb	Pit Depth	35"
Travel	25' Maximum	Machine Room	Adjacent at Lowest Landing Behind Support Wall
Speed	30 FPM Nominal	Keyed Car Controls	Not Included
Stops	3	Keyed Call Stations	Not Included
Top Prop	Not Included	Battery Lowering	Standard
Pit Prop	Not Included	Manual Lowering	Standard
Car Size	42" x 60"	Emergency Telephone	ADA Auto Dial Hands Free Phone Included
Car Type	Same Side Entry	Telephone Box	Stainless Steel
Drive	1:2 Roped Hydraulic	Car Position Indicators	Car Position and Directional Indicators
Landing Entrances	Two-speed Sliding	Hall Position Indicators	Hall Arrival Gongs and Directional Indicators
Special Door Type	N/A	Warranty	1 Year Parts, 1 Year Labor
Car Entrances	Two-speed Sliding	Extended Warranty	Not Included
Car Trim	Stainless Steel Finish	Preventative Maintenance Plan	Quotation available upon request
Cab Finish	TBA		
Cab Grab Rail	Stainless Steel Finish		
Car Lighting	Two Recessed Pot Style Lights		
Car Emergency Lighting	Included		

Please see Addendum A for optional items if included in this quotation/agreement.

IV. Labor To Be Provided:

All labor and incidental materials necessary for the delivery, set-up, installation, adjusting, inspecting, testing and delivery to the owner of the complete lift system at a location in the building prepared by others.

V. Quotation Amount: \$52,835.00

If applicable, state sales tax has been included in the quotation amount.

Quote #: 11759 - 02
Date: 10/20/2010
Expiration Date 12/19/2010



Project Name: Exchange Hall
Address: 2 School Street
Acton, MA 01720

VI. Terms:

For a description of the schedule of values/payments, please see Addendum A.

Materials which are not accepted upon an attempt to deliver will be stored and scheduled for re-delivery at the owner's expense. Invoices are payable upon presentation. Title to all equipment shall remain with Garaventa USA, Inc. until all invoices are paid in full.

Customer agrees to bear all costs of collection of overdue invoiced amounts, including any agent/attorney's fees incident thereto.

Upon acceptance of this quotation/agreement, and unless otherwise specified in contract documents, a cancellation fee will apply if this agreement is canceled by the customer prior to the fabrication of the equipment. The amount of the cancellation fee will be (10) percent of the proposal price (less installation, taxes and freight charges) or actual costs, whichever is greater. Cancellation after the equipment has been fabricated and offered for delivery will be subject to a cancellation fee equal to the full contract value less installation labor.

Quoted price includes installation by qualified and licensed technicians during normal working hours as scheduled with the owner in advance. 'Open Shop' labor rules apply.

VII. Delivery:

In accordance with the project phasing schedule, but not earlier than 7-8 weeks from approval of submittals or shop drawings. Shop drawings may be expected within 2 weeks of acceptance by all parties of this proposal or other form of contract/purchase order. These time estimates are provided for planning purposes only and do not represent a contractual obligation or commitment.

VIII. Comments/Conditions:

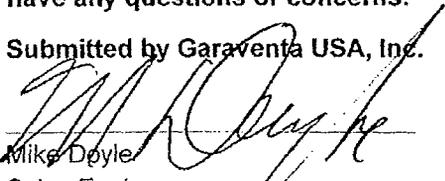
Please see Garaventa USA work required by other forces included in this agreement. All modifications, electrical support and construction required to facilitate the installation of the lift is the responsibility of other forces. Approval for variances are the responsibility of the building owner and authorized representative.

IX. Project Exceptions:

For project exceptions specific to this quotation/agreement, please see Addendum A. Extra care and increased maintenance frequencies are recommended for lifts with entrances opening to the exterior of buildings. Security of these entrances is a concern and must be addressed by the building owners.

Thank you for your interest in the Garaventa line of products and services. Please contact me directly if you have any questions or concerns.

Submitted by Garaventa USA, Inc.


Mike Doyle
Sales Engineer

10/21/10
Date

Exchange Hall
Handicap parking plan
4-11-11

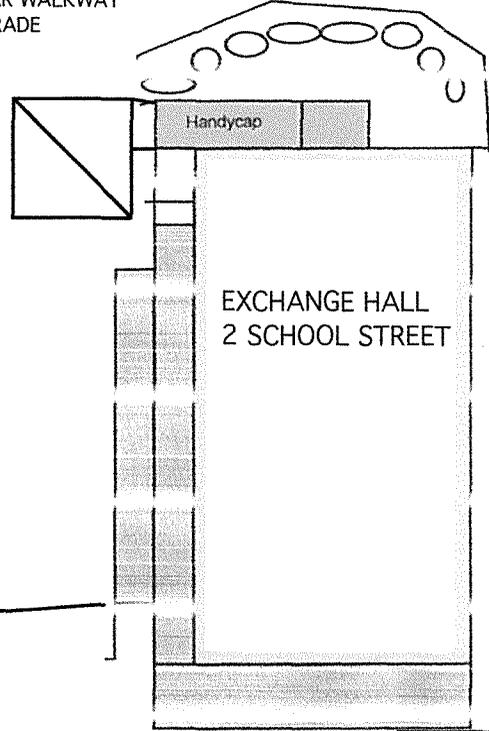
Ft 27

HANDICAP ACCESS
THROUGH REAR WALKWAY
AT GRADE

VAN HANDICAP
PARKING 16'X 16'
HANDICAP PARKING SIGN
FIRST FLOOR ENTRANCE
521 CMR



Tree



VAN HANDICAP
PARKING 16'X 16'
HANDICAP PARKING SIGN
GROUND FLOOR ENTRANCE
AT GRADE

School Street



PRESERVATION RESTRICTION AGREEMENT
between
THE TOWN OF ACTON
and
EXCHANGE HALL, LLC

THIS PRESERVATION RESTRICTION AGREEMENT (this "Restriction") is made as of this ___ day of _____, 2011, by and between EXCHANGE HALL, LLC, a Massachusetts limited liability company, having an address of 2 School Street, Acton, Massachusetts 01720 ("Grantor") and THE TOWN OF ACTON, a municipality of the Commonwealth of Massachusetts acting by and through its Board of Selectmen, having an address of 472 Main Street, Acton, Massachusetts 01720 (the "Town").

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property and the improvements thereon located at 2 School Street in the Town of Acton, Middlesex County, Massachusetts (hereinafter the "Premises") described on Exhibit A attached hereto and incorporated herein, being the same premises conveyed to Grantor in a deed dated November 9, 2010 from Glenn Berger, as Trustee of Bluebird Realty Trust under Declaration of Trust dated August 8, 1994, to Grantor recorded in the Middlesex South Registry of Deeds (the "Registry") in Book 55882, Page 285 (the "Deed").

WHEREAS, the Premises is located in the South Acton Local Historic District and includes a building originally constructed in 1860 that was formerly used as a general store and is commonly known as "Exchange Hall" (the "Building").

WHEREAS, the Premises are currently used by the Grantor as general commercial office space, retail uses and function hall.

WHEREAS, the Premises and the Building are listed in the National Register of Historic Places and the State Register of Historic Places as part of the South Acton Local Historic District and are architecturally, historically and culturally significant properties meriting the protections of a perpetual preservation restriction under M.G.L. c. 184, §§ 31, 32 and 33.

WHEREAS, the Building's preservation values are documented in a series of reports, drawings and photographs (hereinafter, the "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this Preservation Restriction.

WHEREAS, the Baseline Documentation consists of the following:

- A) The legal description of the Premises attached hereto as Exhibit A;
- B) The Deed;
- C) Acton GIS/Assessor's map showing the Premises;
- D) Photographs of the Premises and the Building showing the condition of both the Premises and the Building as of the date hereof (attached hereto as Exhibit B); and
- E) Grantor's Project Application Form dated November 5, 2007 on file with the Town of Acton Planning Board and consisting of fifty six (56) pages, with supplements dated December 10, 2007 (27 pages) and February 12, 2008 (57 pages), and meeting presentation documents dated December 20, 2007 (on CD) and which includes Items (C) and (D) above.

All of the foregoing Baseline Documentation is on file with the Planning Department of the Town. A schedule of certain baseline photographs showing the elevation of the Building is attached hereto as Exhibit C (which includes certain of the photographs contained in Exhibit B), and the inventory form on file with the Massachusetts Historical Commission ("MHC") with respect to the Premises is attached hereto as Exhibit D.

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 M.G.L. c. 184, § 31.

WHEREAS, the Town has appropriated a grant to Grantor under the Community Preservation Act, M.G.L. c. 44B, §§ 1-17, for the restoration of historic elements of the Building.

WHEREAS, as a condition to such grant, Grantor is required to grant to the Town this Restriction.

WHEREAS, as further condition to such grant, Grantor is required to demonstrate to the Town that it has obtained a certificate of approval from the United States National Park Service

that the Improvements (as hereinafter defined) qualify as a historic rehabilitation project eligible for a twenty percent (20%) federal preservation tax credit.

WHEREAS, Grantor has provided to the Town sufficient evidence of such certificate of approval.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Town this Restriction, which shall apply in perpetuity to the Premises subject to the terms hereof.

1. Purpose. It is the purpose of this Restriction to protect the public investment in the restoration of the historically significant Building by ensuring that the exterior architectural, historic, and cultural features of the Building will be retained and maintained forever substantially in their current condition for preservation purposes and to prevent any use or change to the exterior of the Building that will materially impair or interfere with the Building's preservation values, subject to the construction of the Improvements (as hereinafter defined).

2. Grantor's Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Building in at least the same structural condition and state of repair as that existing on the date of this Restriction (subject to the last sentence of this Section) in accordance with applicable local, state and federal laws, rules, bylaws and regulations (collectively, "Legal Requirements"), including without limitation applicable policies, procedures and guidelines of the Acton Historic District Commission, as they may be amended from time to time (the "HDC Guidelines"), and 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 they may be amended from time to time (the "Secretary's Standards"). If the Secretary's Standards or the HDC Guidelines are revoked, then the most recent version of the Secretary's Standards or the HDC Guidelines, as the case may be, shall apply to this Restriction as if such version had not been revoked unless the revoked HDC Guidelines or Secretary's Standards are replaced by successor guidelines or standards, in which event such successor guidelines or standards shall apply. The Town does not assume any obligation for maintaining, repairing or administering the Premises. Once the improvements (the "Improvements") described on Exhibit E attached hereto and contemplated by that certain Grant Agreement between the Town and Grantor have been completed to the satisfaction of the Town (the "Project Completion Date") and pursuant to the requirements of this Restriction, including, without limitation, Section 4 hereof, Grantor agrees at all times to maintain the exterior of the Building in at least the same structural condition and state of repair as that existing on the Project Completion Date and in accordance with all Legal Requirements, which include, without limitation, the HDC Guidelines and the Secretary's Standards.

3. Prohibited Activities. Except as provided in Section 9, demolition, removal or razing of the Building or any portion thereof is expressly forbidden. In addition, the following activities are also expressly forbidden:

- (a) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises, except as reasonably required on a

temporary basis for proper maintenance and repair of the Building and the Premises;

- (b) No camping accommodations, mobile homes or cell towers shall be erected or placed on the Premises. Any other building structures shall be constructed in accordance with all applicable laws, including, without limitation, zoning by-laws and the approval of the Town of Acton Historic District Commission;
- (c) 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; and
- (d) No barrier shall be constructed, erected or allowed to grow on the Premises which would impair the visibility from the street of the Premises or the Building without the prior written approval of Town, to be granted or withheld in its sole and absolute discretion.

4. Conditional Rights Requiring Approval of the Town.

(a) Except as otherwise provided in this Section 4, changes to the exterior (including fenestration and trim) of the Building, including without limitation, any change to the footprint, size, massing, appearance, materials, ridgeline, windows, doors, exterior cladding, foundation, roof, chimneys, or other decorative or structural exterior features of the Building or any elements attached thereto, and any permanent substantial topographic changes to the Premises are expressly forbidden on, over or under the Premises without the prior express written approval of the Town, which may be withheld or conditioned in the Town's sole and absolute discretion.

(b) Notwithstanding anything in Section 4(a) to the contrary, the following changes to the exterior of the Building and the Premises may be made by Grantor without the Town's prior approval:

- (i) alterations listed as "Minor" in the Restriction Guidelines attached hereto as Exhibit F, which are considered part of ordinary maintenance and repair;
- (ii) any changes to the exterior of the Building or the Premises for which Grantor receives a written certificate from the Town of Acton Historic District Commission ("AHDC") authorizing such changes pursuant to the Town's Local Historic District Bylaw (the "Historic Bylaw" as the same may be amended from time to time) (or a binding, nonappealed determination of an arbitrator appointed pursuant to Section 12.1 of the Historic Bylaw authorizing such changes, or, if such arbitration decision is appealed pursuant to MGL c. 40C, § 12A, a final, nonappealable decision of a court of competent jurisdiction authorizing such changes); or

- (iii) any changes to the exterior of the Building or the Premises that are specified as an exclusion under the Historic Bylaw for which AHDC's approval is not required.

Notwithstanding anything in subparagraphs (ii) and (iii) of this Section 4(b) to the contrary, if (A) the AHDC ceases to exist, or (B) the Town repeals the Historic Bylaw or amends the Historic Bylaw so that exterior renovations to properties within an historic district are no longer governed by such Historic Bylaw or (C) all or any portion of the Building or the Premises ceases to be included within an historic district within the Town of Acton so that the AHDC does not have jurisdiction over the Premises, then subparagraphs (ii) and (iii) of this Section 4(b) shall be null and void and without any force and effect, and the terms and provisions of Section 4(a) shall control.

In addition to the foregoing, the erection of any external signs or external advertisements on the Building or the Premises shall be subject to all zoning by-laws now or hereafter existing and approval of the AHDC.

(c) Should Grantor wish to exercise the conditional rights set out or referred to in Section 4(a) above (and for which an exclusion does not exist under Section 4(b) above), Grantor shall submit to the Town, for the Town's approval, five (5) copies of a written request that includes a description of the proposed activity (including without limitation plans, specifications and designs where appropriate) with reasonable specificity and a timetable for the proposed activity sufficient to permit the Town to monitor such activity. Within forty-five (45) days of the Town's receipt of any such request for approval hereunder, the Town shall certify in writing that (i) it approves the plan or request, or (ii) it disapproves the plan or request as submitted, in which case the Town shall provide Grantor with written suggestions for modification or a written explanation for the Town's disapproval.

(d) If the Town, pursuant to the immediately foregoing paragraph (c), issues a certificate of disapproval to Grantor that is not acceptable to Grantor, and if Grantor reasonably believes that, notwithstanding such certificate of disapproval, the exterior change proposed by Grantor is consistent with the historic use and historic appearance of the Premises and the Building (such reasonable belief of Grantor to be based on historic photographs or other historic documents of the Premises or the Building or in the form of a written opinion of a licensed Massachusetts architect with experience in historic preservation matters, copies of which shall be provided to the Town in connection with Grantor's application for approval of such exterior change), then Grantor shall have the right to submit such dispute to binding arbitration. Specifically, Grantor shall request that the Metropolitan Area Planning Council ("MPAC") designate an arbitrator with competence and experience in historic preservation matters to arbitrate the dispute, such arbitrator to be reasonably acceptable to both Grantor and the Town. The arbitrator shall hear Grantor's appeal within thirty (30) days after the Town and Grantor mutually agree on the arbitrator, and such arbitrator shall issue his opinion within forty-five (45) days after conclusion of the hearing, which shall be binding upon the parties. The sole authority of the arbitrator is to determine whether Grantor's proposed exterior change is consistent with the historical use and historical appearance of the Premises and the Building. The parties shall share equally in the costs of the arbitrator. Any fees of any counsel or experts engaged directly by Grantor or the Town, however, shall be borne by the party retaining such counsel or expert.

If MPAC ceases to exist, then any dispute pursuant to this paragraph (d) shall be submitted to the American Arbitration Association, to be arbitrated in accordance with terms and conditions set forth herein.

5. Conditional Rights Requiring Approval of the Massachusetts Historic 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 Grantor and approved in writing by the Town and the State Archeologist of the Massachusetts Historical Commission (M.G.L. c. 9, § 27C and 950 C.M.R. 70.00).

6. Standards for Review. The Town shall apply the Secretary's Standards and the HDC Guidelines whenever exercising any authority, right or privilege created by this Restriction. If the Secretary's Standards or the HDC Guidelines are revoked, then the most recent version of the Secretary's Standards or the HDC Guidelines, as the case may be, shall apply to this Restriction as if such version had not been revoked unless the revoked HDC Guidelines or Secretary's Standards are replaced by successor guidelines or standards, in which event such successor guidelines or standards shall apply.

7. Grantor's Rights Not Requiring Further Approval of Town. Subject at all times to the terms and provisions of Sections 3 and 4 of this Restriction, 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:

- (a) the right to engage in all those activities and uses that are permitted by all applicable laws, codes and regulations and are not otherwise inconsistent with the terms and provisions of this Restriction;
- (b) the right to maintain and repair the Building strictly in accordance with the Secretary's Standards and the HDC Guidelines; and
- (c) the right to make changes of any kind to the interior of the Building that do not affect (i) the structural integrity of the Building, (ii) the characteristics that contribute to the architectural, archeological, or historical integrity of the exterior of the Building and (iii) the Town's use and occupancy of the Function Space (as hereinafter defined).

8. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire or other casualty, Grantor shall promptly notify the Town in writing (but in no event later than seven (7) days after such casualty), 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 or to protect public safety shall be undertaken by Grantor without the Town's prior written approval. Within ninety (90) days of the date of damage or destruction, Grantor at Grantor's expense shall submit to the Town a written report prepared by a qualified restoration architect or an engineer or other qualified construction professional with experience in the restoration of historic buildings, all of whom shall be acceptable to the Town, which report shall include the following:

- (a) an assessment of the nature and extent of the damage to the exterior and interior of the Building;
- (b) a determination of the feasibility of the repair and restoration of the exterior of the Building (or the damaged or destroyed exterior portions thereof); and
- (c) a detailed description of the repair and restoration work necessary to return the exterior of the Building to the condition existing at the date of this Restriction.

9. Review After Casualty Damage or Destruction. If, after reviewing the report required in Section 8, the Town determines that it is economically feasible for Grantor to repair or restore the Building to the condition that it is in on the Project Completion Date (or if the Project Completion Date has not yet occurred, then to the condition that the Building is in as of the date of this Restriction), Grantor shall do so in accordance with the terms of this Restriction. Grantor shall submit to the Town, within ninety (90) days of Grantor's receipt of the Town's determination that the Building should be repaired or restored, for the Town's prior written approval, plans and specifications for the repair or restoration of the Building along with a construction schedule for such repair and restoration work. The Town shall have sixty (60) days to review such plans, specifications and schedule, and the parties shall proceed under Section 4(c) of this Restriction. If the Town determines, in its sole and absolute discretion, by written notice to Grantor, that it is not economically feasible to repair or reconstruct the Building or that the purpose of this Restriction would not be served by such repair or restoration, Grantor may alter, demolish, remove or raze the Building or construct new improvements on the Premises all in accordance with all applicable laws and regulations. In such event, Grantor and the Town may agree to extinguish this Restriction in accordance with applicable laws, and upon such extinguishment, Grantor shall repay the full amount of the grant made by the Town to Grantor under the Community Preservation Act, together with compound interest at the rate of four percent (4%) per annum accruing from the date of this Restriction, subject to a credit for the depreciated value of the Improvements assuming a useful life of forty (40) years from the date of this Restriction and calculated on a straight line basis, as reasonably determined by the Town. Grantor will use its best efforts to maximize the insurance proceeds available for repair or rebuilding of the Building. Notwithstanding anything in this Section 9 to the contrary, if Grantor has maintained the insurance on the Building that it is required to maintain pursuant to Section 10 below, but Grantor's mortgagee refuses to release insurance proceeds to Grantor for such repair or restoration in an amount sufficient to fund at least seventy-five percent (75%) of the estimated cost thereof, then the Town will consider such set of facts in making its determination of economic feasibility as aforesaid; otherwise, the Town shall not consider whether or not Grantor or its mortgage lender is holding sufficient insurance proceeds to repair or restore the Building as a factor in determining whether it is economically feasible to do so, and the Town, at Grantor's expense, may retain an insurance adjuster or similar consultants to assist the Town in making the determination of economic feasibility, as aforesaid.

10. Insurance. Grantor shall keep the Building insured by an insurance company rated "A" or better by A.M. Best 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 fully replace the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Town upon the execution and recording hereof, certificates of such insurance coverage naming the Town as loss payee and additional insured and requiring not less than thirty (30) days prior written notice to the Town before expiration or termination of any such policy. Grantor shall provide to the Town replacement certificates of insurance satisfying the terms and conditions of this Section 10 at least fifteen (15) days prior to the expiration or termination of any such policy or as otherwise required by the Town. Notwithstanding the foregoing, whenever the Premises is encumbered with a mortgage nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee to such insurance proceeds, less any amounts owed to the Town pursuant to Section 9 above in the case of a casualty in which the Building is not repair or restored, which such amounts shall be senior to any such mortgage.

11. Condemnation. If all or any part of the Premises is taken under the power of eminent domain by a public authority or is otherwise acquired by such authority through a purchase in lieu of a taking, Grantor may commence appropriate proceedings at the time of such taking to recover the full value of Grantor's interest in the Premises, subject to such taking and all incidental and direct damages resulting therefrom. The Town may, but shall not be required to, join in any proceedings relating to a taking of all or any part of the Premises, and the Town shall be entitled to receive as part of any takings award or damages the full amount of the grant made by the Town to Grantor under the Community Preservation Act together with interest at the rate of four percent (4%) per annum accruing from the date of this Restriction, subject to a credit for the depreciated value of the Improvements assuming a useful life of forty (40) years from the date of this Restriction.

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

To Grantor:
Exchange Hall, LLC
2 School Street
Acton, MA 01720
Attn: Glenn Berger

To Town:
Town Manager
Town of Acton
472 Main Street
Acton, MA 01720

with a copy to:
Steven R. Graham, Esq.
Graham & Graham, P.C.
6 School Street
Acton, MA 01720

with a copy to:
Stephen D. Anderson, Esq.
Anderson & Kreiger LLP
One Canal Park
Cambridge, MA 02141

Each party may change its address set forth herein by written notice to the other party given pursuant to this section.

13. Use of Premises by the Town. Commencing on the first Tuesday of the first month following the Project Completion Date (the "Initial Meeting Date") and on one Tuesday per month thereafter for fifteen (15) years following the Initial Meeting Date, Grantor shall make available to the Town, and the Town shall have a license to use, the function space at the Building (the "Function Space"), as more particularly described on Exhibit G attached hereto, for functions, meetings, conferences, banquets and other events. The right to use the Function Space under this Section 13 includes, without limitation, the right to use the parking lot at the Premises and access to and use of restrooms, common corridors and lobbies. The Town shall be permitted to use (but shall be under no obligation to do so) the Function Space from 6:00 pm to 12:00 am on the dates allotted for its use hereunder. The Town may request Grantor's approval for additional use of the Function Space, on two (2) additional evenings per calendar year, to be agreed upon by the Town and Grantor. The Town shall not be required to pay any rent or any other fees or charges, including without limitation utilities, on account of its use of the Function Space (including the parking lot and other common areas) pursuant to this Section 13. If requested in writing by Grantor (but not more than one (1) time per calendar year), the Town shall provide to Grantor a certificate of general liability insurance naming Grantor as additional insured with respect to the Town's use of the Building and the Premises as aforesaid with liability coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The Town shall be responsible for the set-up and break-down of any equipment used in the Function Space and shall comply with rules of general applicability adopted, from time to time, for the general use of the Function Space and applied by the Grantor in a nondiscriminatory manner. The Town may use tables and chairs owned by the Grantor and located in the Function Space at no charge.

14. Inspection. The Town shall be permitted at reasonable times and upon reasonable notice to Grantor to enter on and inspect the Premises and the Building to determine whether Grantor is in compliance with the terms of this Restriction.

15. Town's Remedies. The Town may, following prior written notice to Grantor, institute suits to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary or permanent injunction, including without limitation 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 Restriction. 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 or is otherwise liable under this Restriction, Grantor shall reimburse the Town for any costs or expenses incurred in connection with the Town's enforcement of the term of this Restriction, including without limitation all reasonable court costs, and attorney, architectural, engineering and expert witness fees.

16. 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 M.G.L. c. 184, § 31 and as that term is used in M.G.L. c. 184, §§ 26, 31, 32 and 33. Grantor shall fully cooperate with the Town in its efforts to obtain any government approvals necessary for the perpetual enforcement of this Restriction, including but not limited to the approval of the

Commissioner of the MHC as provided under M.G.L. c. 184, § 32. In the event that this Restriction in its current form is not acceptable to MHC for purposes of said approval, Grantor shall cooperate with the Town in making any and all modifications that are necessary to obtain said approval. The term of this Restriction shall be perpetual, subject to the provisions of Section 9. To the extent required by applicable law, the Town is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restriction.

(b) 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 Grantor's successors in title, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, its successors and assigns and inure to the benefit of the Town and its successors and assigns for the term of the Restriction.

17. Title: Authority. Grantor hereby represents, covenants and warrants as follows:

(a) The execution and performance of this Restriction by Grantor (i) will not violate any provision of law, rule or regulation or any order of any court or other agency or governmental body, and (ii) will not violate any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which 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.

(b) Grantor will, at the time of execution and delivery of this Restriction, have good and marketable title to the Premises free and clear of any lien or encumbrance except those matters set forth on Exhibit H attached hereto. 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.

18. Submissions and Notices to the Town. Any submission or notice required under this Agreement to be made to the Town shall be made in writing to the Town Manager as set forth in Section 12. If the Town does not respond to any such submission or notice within the timeframes prescribed above, it shall be deemed not approved.

19. 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 "qualified organization" under Section 170(h) of the Internal Revenue Code, as amended, 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

20. Recording. Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this Restriction in the Registry, and shall transmit evidence of such recording or filing, including the date and instrument number and book and page or registration number of this Restriction, to the Town.

21. Amendment. This Restriction may only be amended by mutual agreement of the parties, in a written instrument recorded in the Registry.

22. Entire Agreement. This Restriction reflects the entire agreement between the parties. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this Restriction.

23. Governing Law. This Restriction shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

24. Invalidity of Particular Provisions. If any term or provision of this Restriction, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Restriction, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Restriction shall be valid and be enforceable to the fullest extent permitted by law.

25. Counterparts. This Restriction may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

[Remainder of page intentionally left blank]

EXECUTED under seal as of the date first written above.

GRANTOR: EXCHANGE HALL, LLC

By: _____
Glenn Berger, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared Glenn Berger, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as manager of Exchange Hall, LLC, a limited liability company.

Notary Public:
My Commission Expires:

TOWN:

TOWN OF ACTON
BOARD OF SELECTMEN

Mike Gowing

Janet K. Adachi

Pamela Harting-Barrat

John Sonner

David Clough

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared Mike Gowing, Member of the Board of Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared Janet K. Adachi, Member of the Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared Pamela Harting-Barrat, Member of the Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared John Sonner, Member of the Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared David Clough, Member of the Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to M.G.L. Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____
Name: Brona Simon
Title: Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

Notary Public:

EXHIBIT A

Legal Description of Premises

Exhibit A

A certain parcel of land, with the buildings thereon, located in Acton, Middlesex County, Massachusetts, and being shown as "Exchange Hall, Wilbur J. Tolman" on a plan of land entitled "Plan of Land in Acton, Mass. Owned by: Estate of Sarah A. Greenough, Scale: 1 inch = 40 feet" dated December 3, 1974, prepared by Acton Survey & Engineering, Inc., 277 Central Street, Acton, Massachusetts, recorded with the Middlesex South District Registry of Deeds as Plan No. 87 of 1975 in Book 12757, Page 204.

Said premises are also as "Exchange Hall, Wilbur J. Tolman" on a plan of land entitled "Plan of Land in Acton, Mass. Owned by: Estate of Sarah A. Greenough, Scale: 1 inch = 40 feet" dated June 2, 1975, prepared by Acton Survey & Engineering, Inc., 277 Central Street, Acton, Massachusetts, recorded with the Middlesex South District Registry of Deeds as Plan No. 712 of 1986 in Book 17052, Page 494.

Said premises are conveyed with the benefit of certain rights of way as shown on said plan and which are more particularly described in deeds recorded with said Registry of Deeds in Book 3514, Page 534 and Book 10203, Page 64.

For title, see Deed from Glenn Berger, Trustee of Bluebird Realty Trust dated November 19, 2010, recorded with said Deeds in Book 55882, Page 286.

EXHIBIT B

Photographs

(see attached)

Exchange Hall Restoration 2010

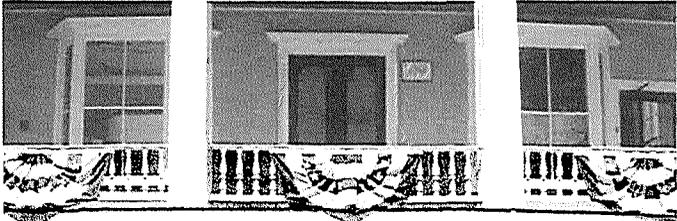
3. Facade (south elevation) detail at 1st floor new balustrade to match original



1. Facade (south elevation)



4. Facade (south elevation) central entry



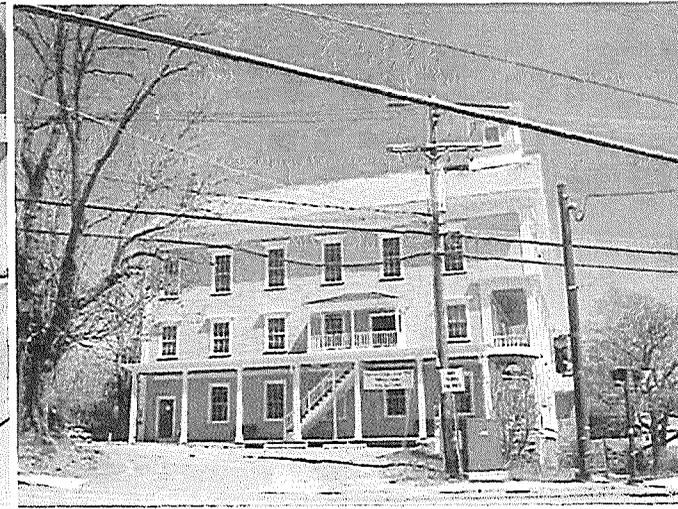
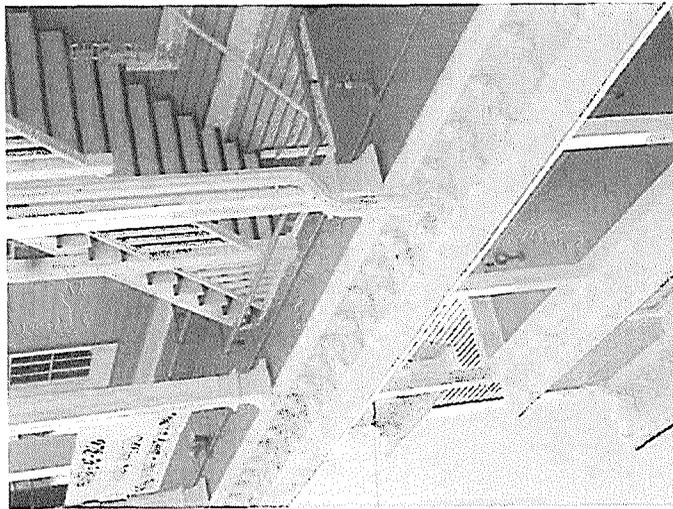
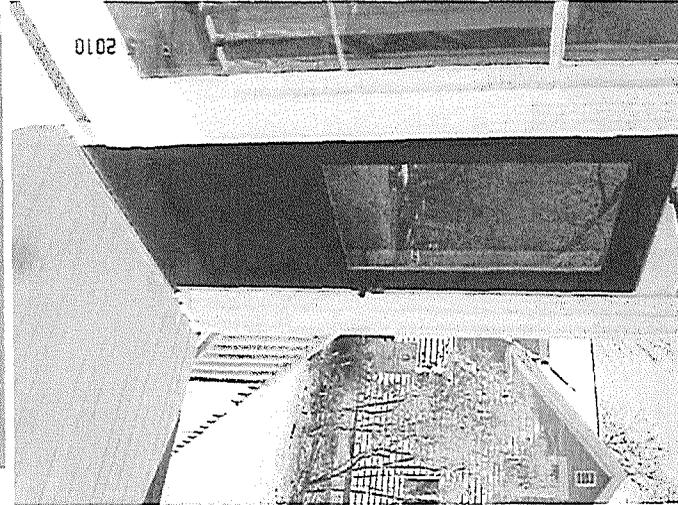
2. Facade (south elevation) lower level replacement doors

Exchange Hall Restoration 2010

7. West elevation detail of added door at the north end



5. Facade (south elevation)-detail of east entry



8 West elevation detail of fire exit

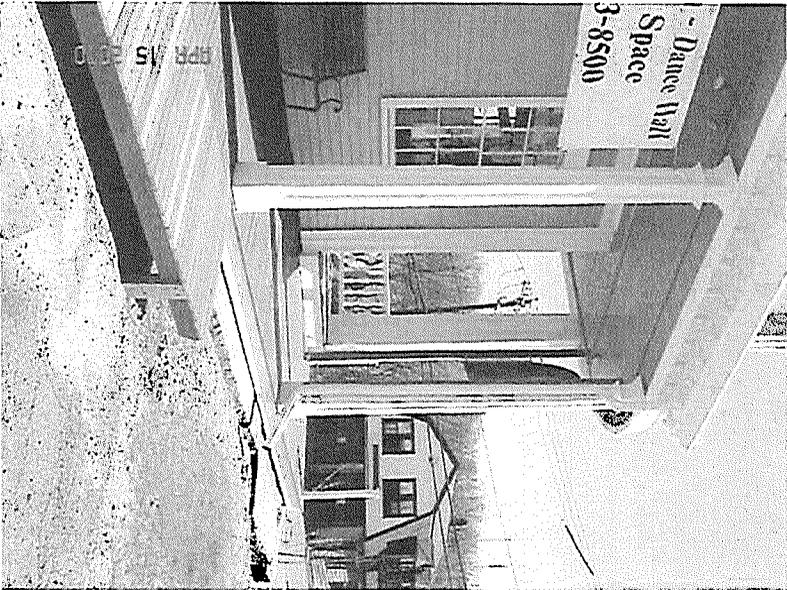
6. West entry

Exchange Hall Restoration 2010

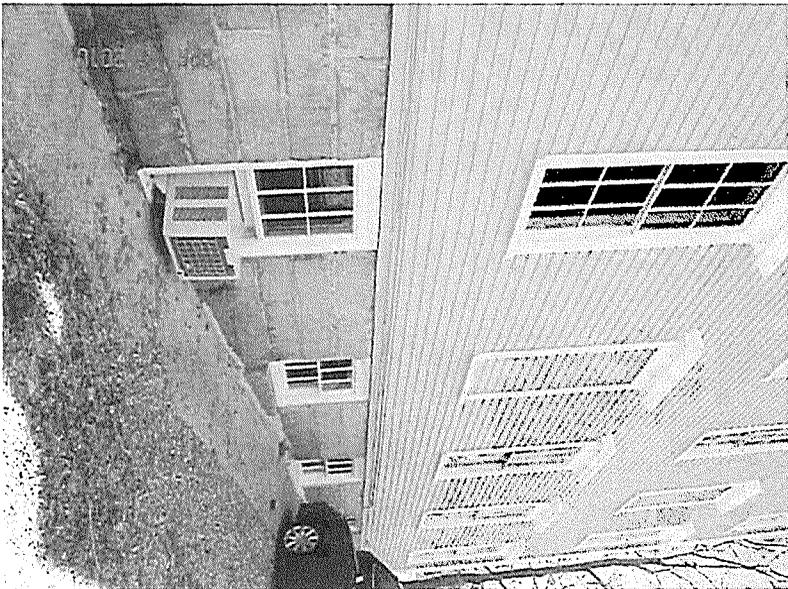
11. East elevation



9. West elevation- detail granite remain from stair



12. East elevation at lower level

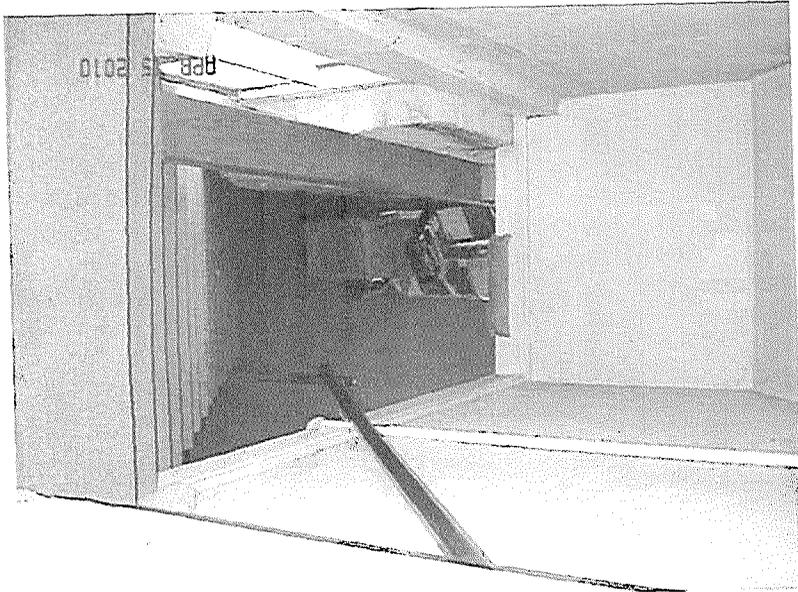


10. West elevation- detail of roof line of soffit

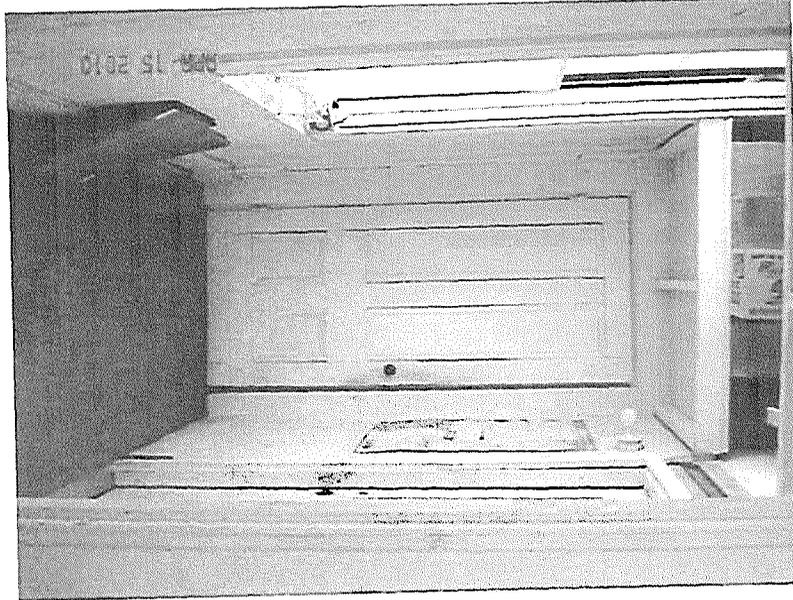


Exchange Hall Restoration 2010

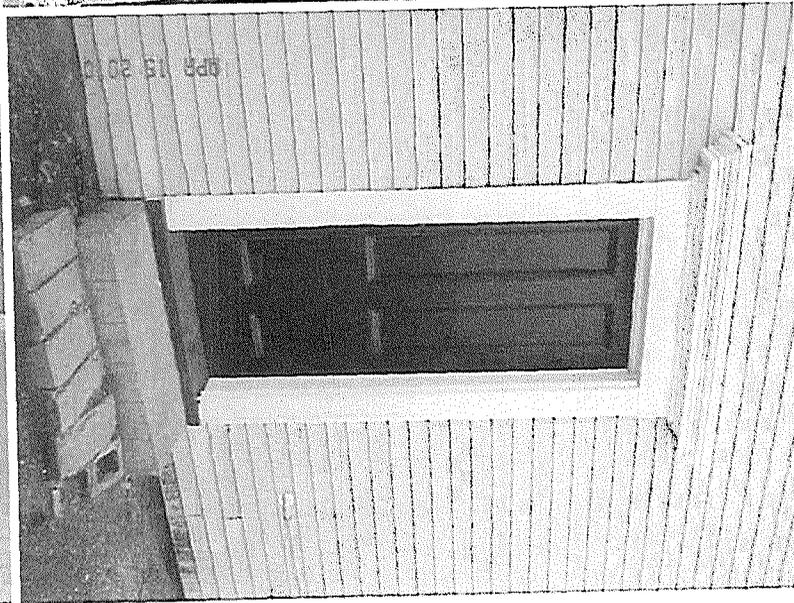
15. View along east wall showing stair between basement and first floor



13. North elevation (rear)



16. First floor- view in stair hall at center of east wall



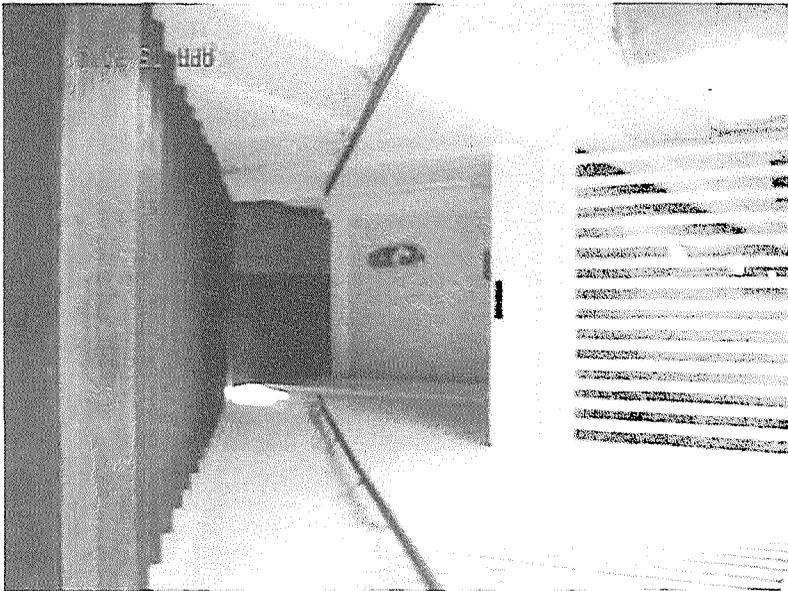
14. Rear (north) elevation -detail of entry at 1st floor

Exchange Hall Restoration 2010

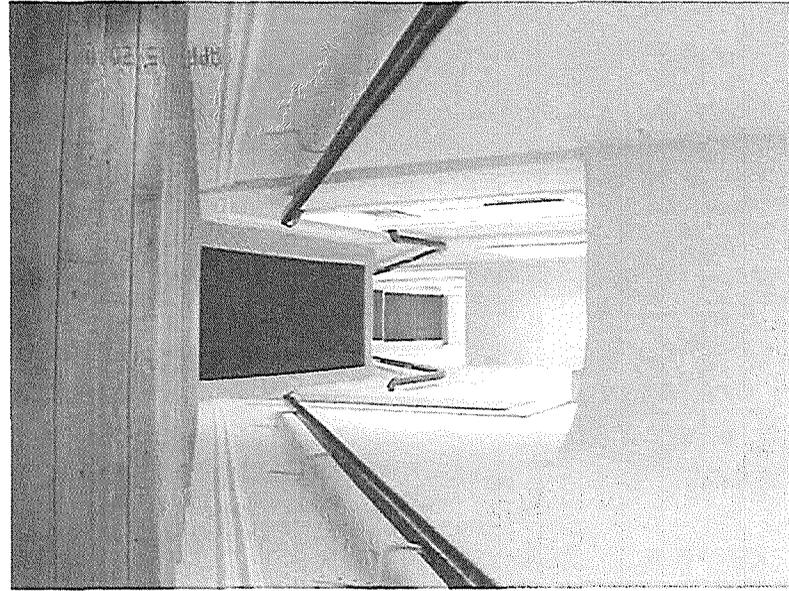
19. View toward 3rd floor in stairhall



17. First floor- view in stairhall at south end of east wall



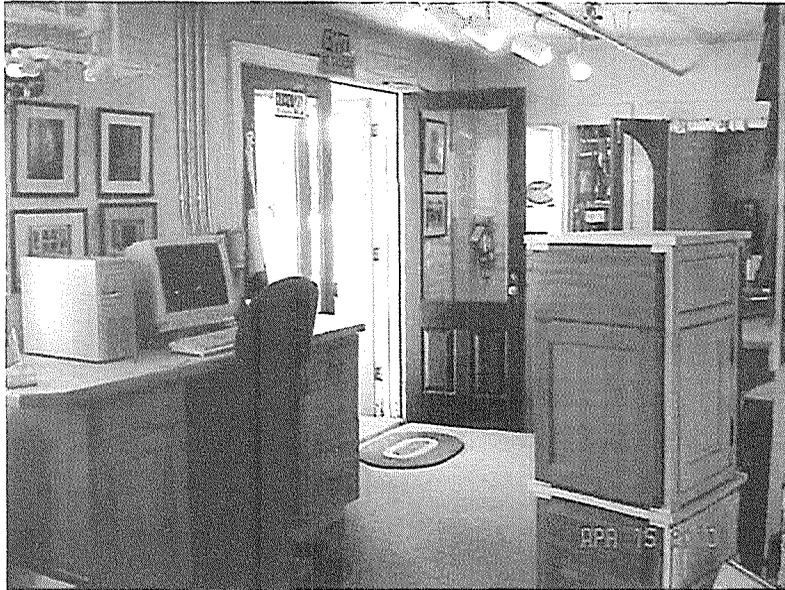
20. View of added egress stair from 3rd floor



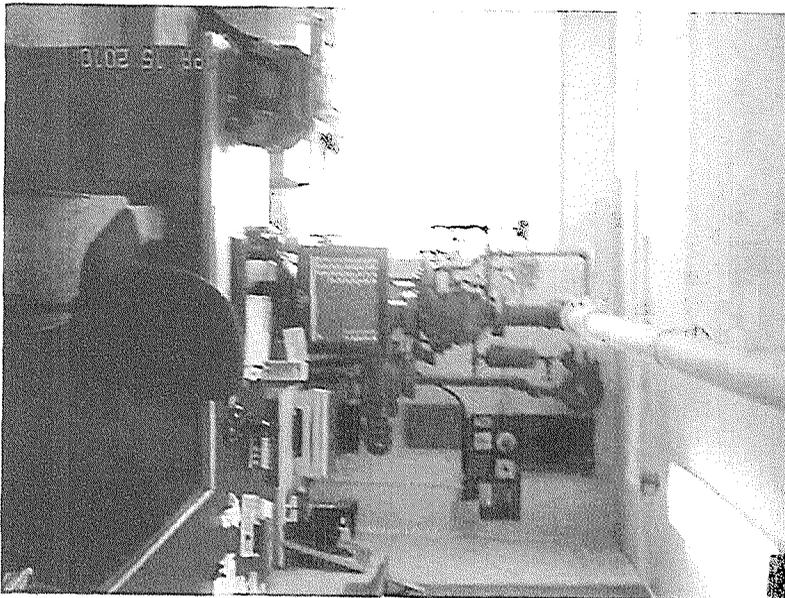
18. View toward 2nd floor landing in stair hall

Exchange Hall Restoration 2010

23. Ground floor- view along south wall showing replacement doors at entry



21. Detail of added egress stair from 3rd floor showing added doors



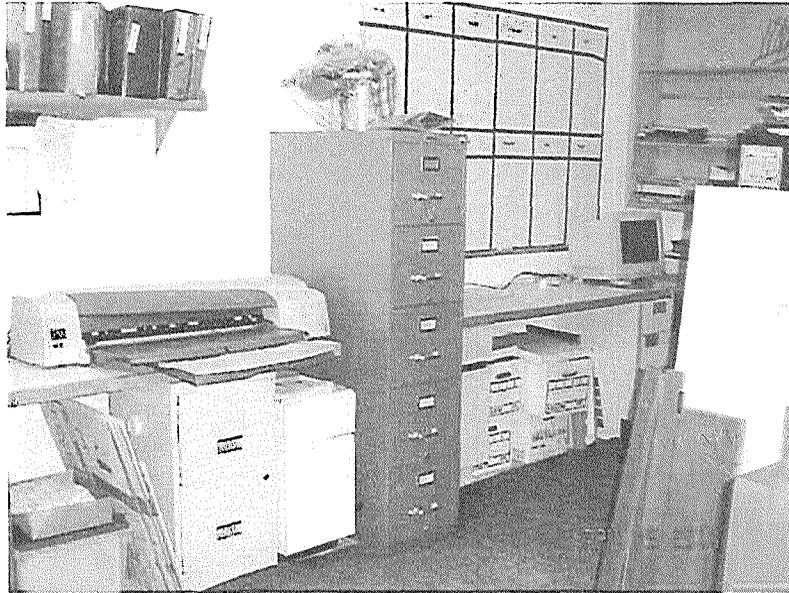
24. Ground floor view toward southwest corner



22. View of stair at east end of balcony

Exchange Hall Restoration 2010

27. Ground floor view near center of west wall



25. Ground floor view northwest showing typical finishes



28. Ground floor view north toward boiler room



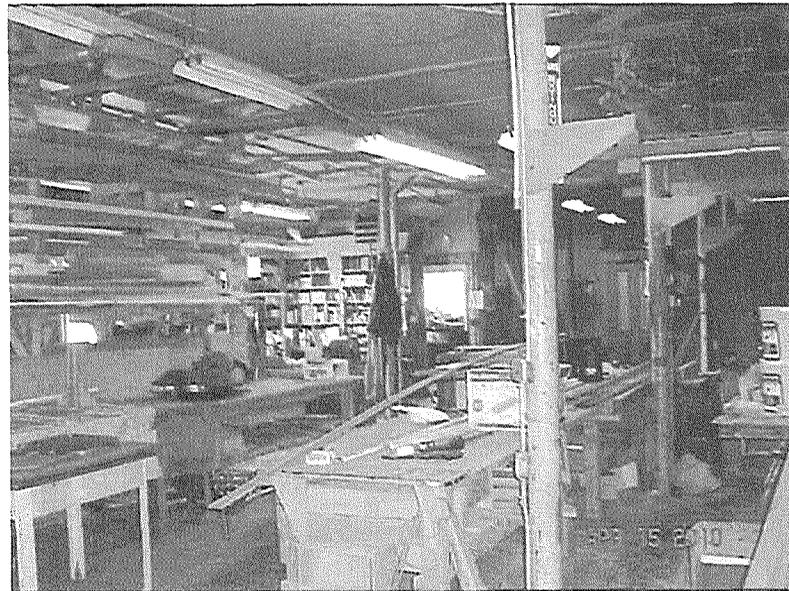
26. Ground floor view towards southeast corner

Exchange Hall Restoration 2010

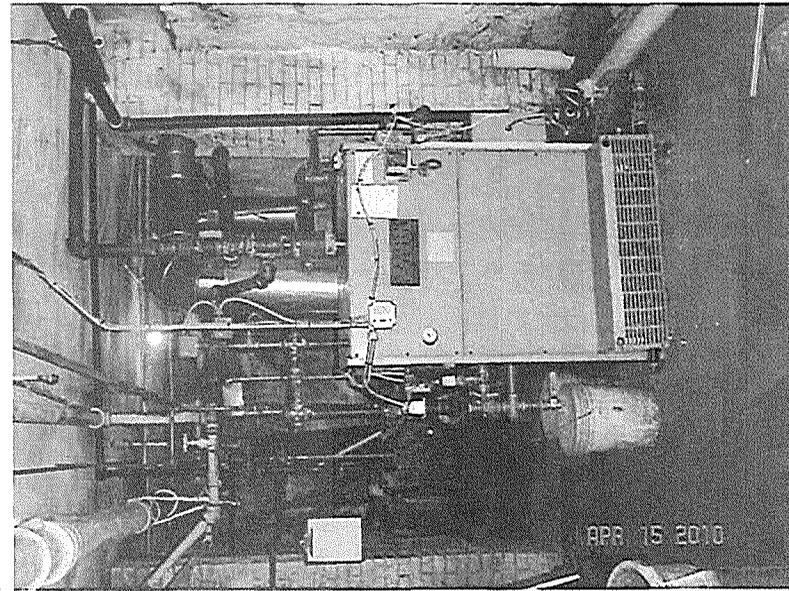
31. First floor view along south wall showing original entry doors



29. Ground floor view west in rear storage area



32. First floor view north along east side of building



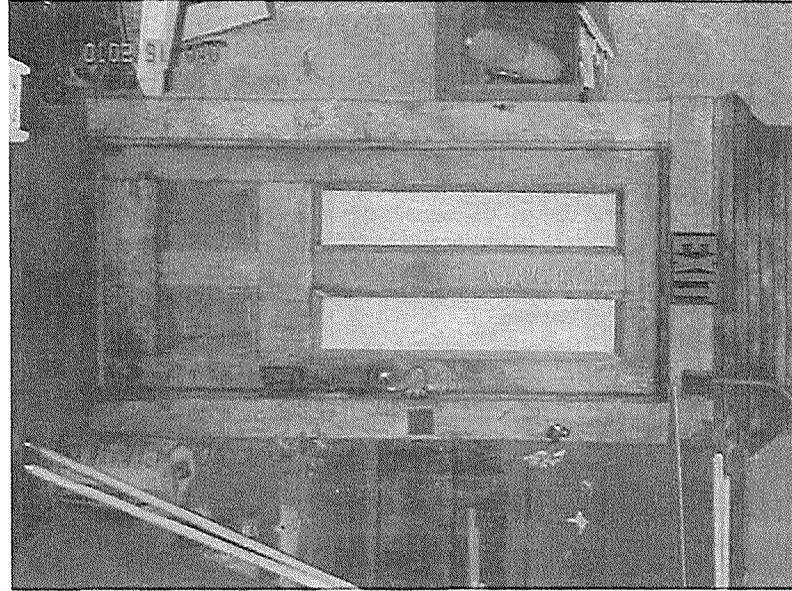
30. Ground floor view west in boiler room

Exchange Hall Restoration 2010

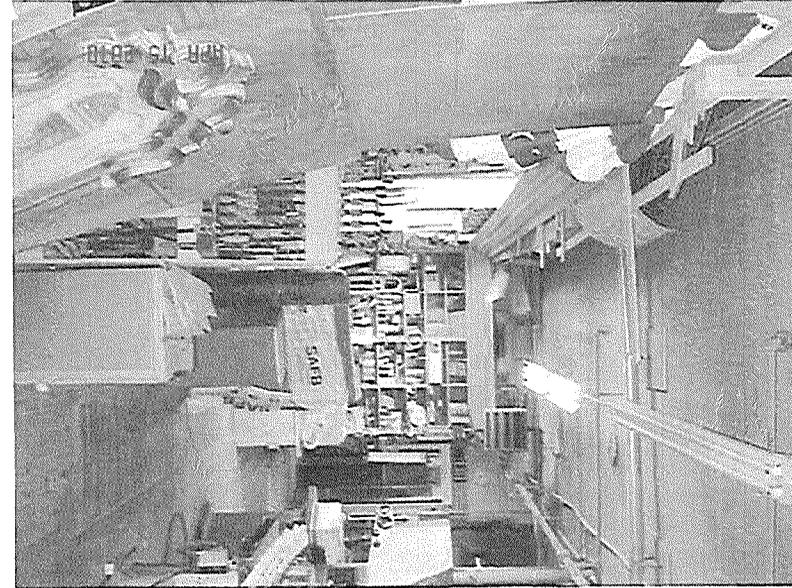
35. First floor view in northwest corner showing remnants of historic cabinetry



33. First floor view of entry at center of rear (north) wall



36. First floor view in office at northwest corner



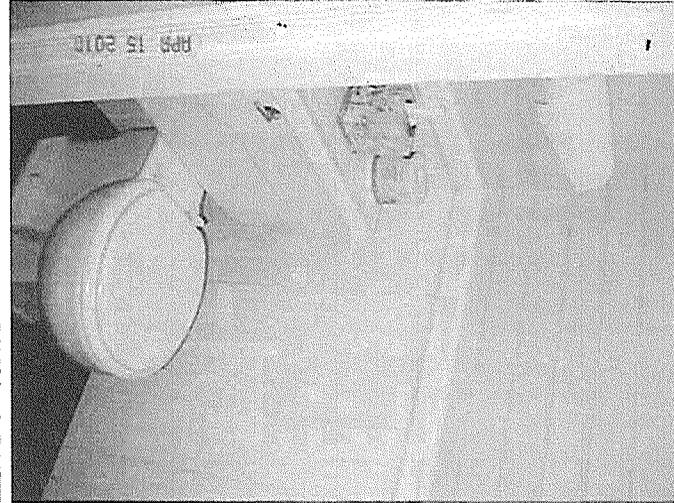
34. First floor view north along west wall

Exchange Hall Restoration 2010

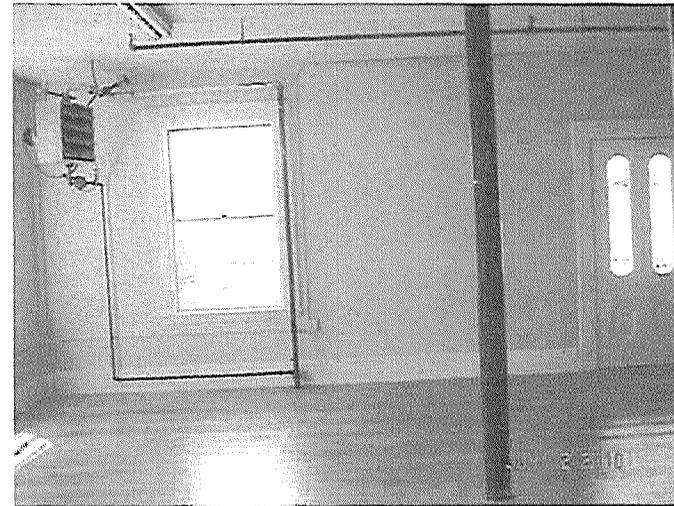
39. Second floor - view in southwest corner showing added egress stair enclosure



37. First floor - view of added bath along east wall



40. Second floor - view along west wall near center of building



38. Second floor - view toward southeast corner

Exchange Hall Restoration 2010

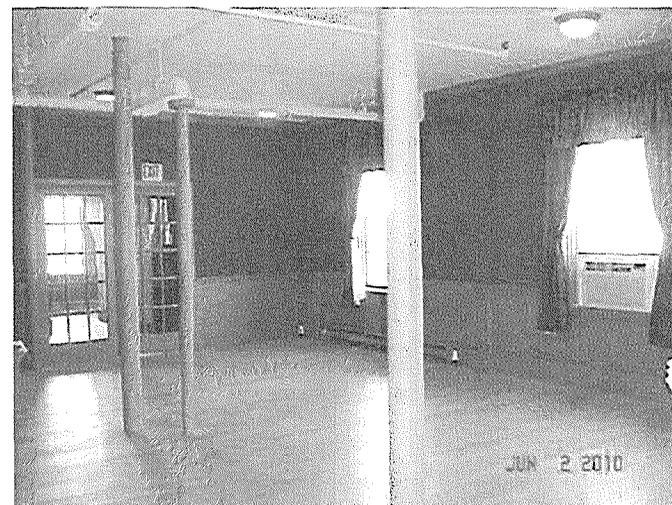
43. Second floor - view toward stairhall



41. Second floor - view at center of the building showing added partitions (removed)



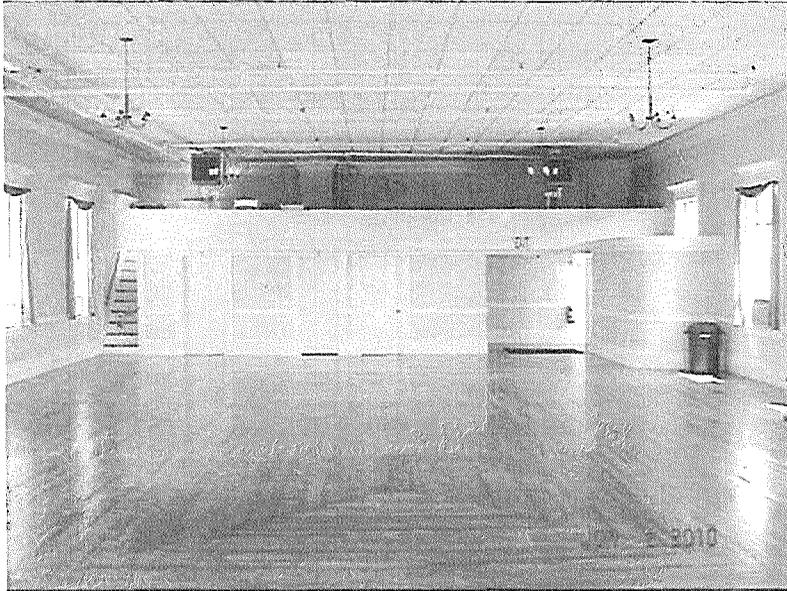
44. Second floor - view toward northwest corner showing added bathroom partitions



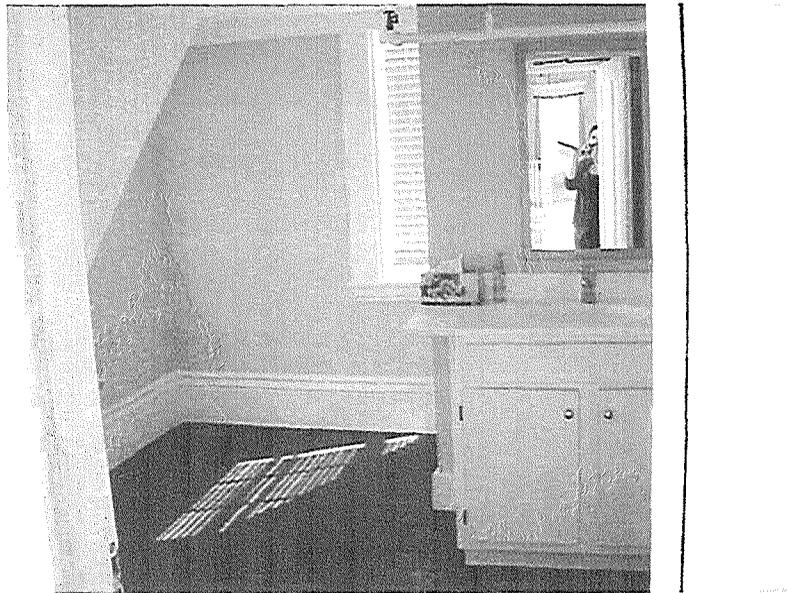
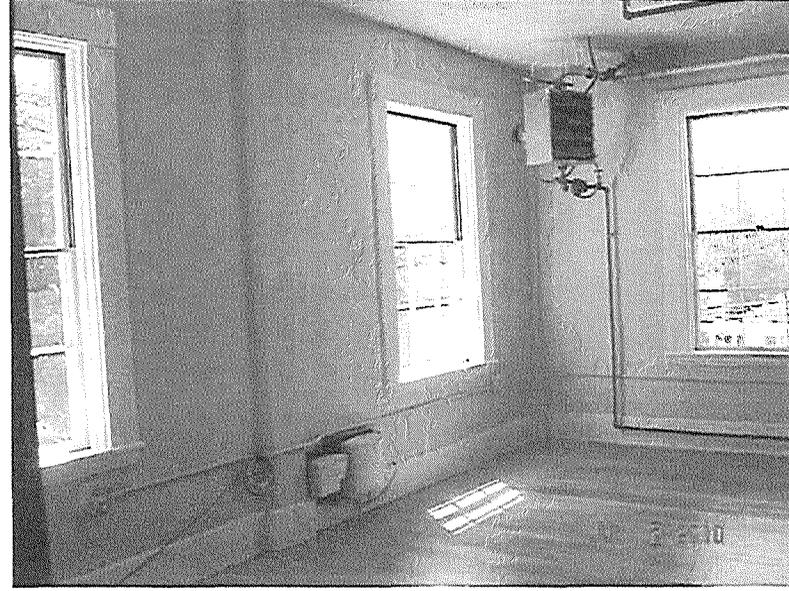
42. Second floor - view along west wall

Exchange Hall Restoration 2010

47. Third floor - view north in function hall showing balcony



45. Second floor - view northeast corner



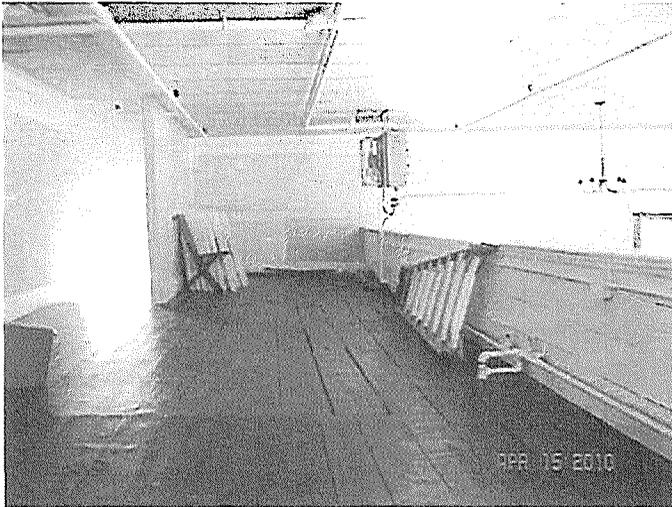
48. Third floor - view in northwest bathroom



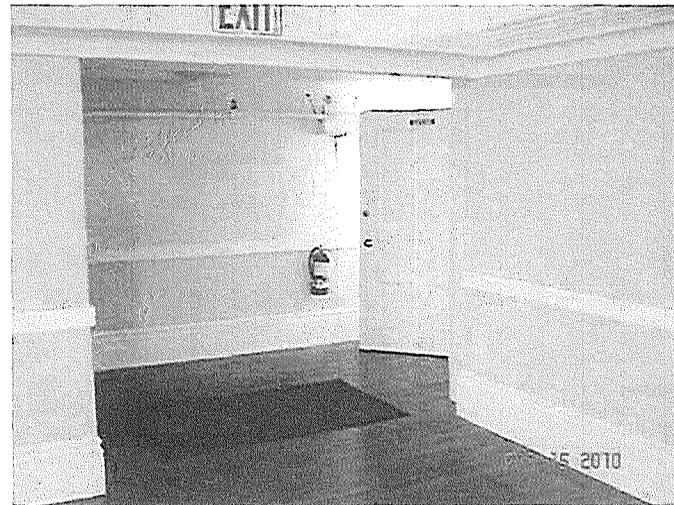
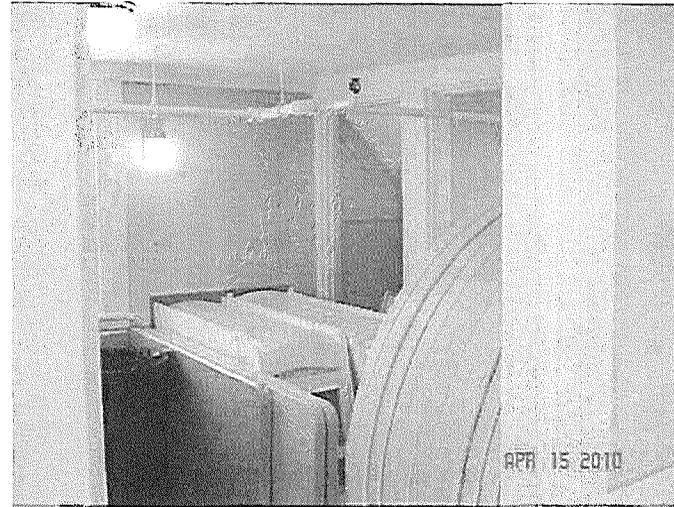
46. Third floor - view south showing function hall

Exchange Hall Restoration 2010

51. View toward east end of balcony



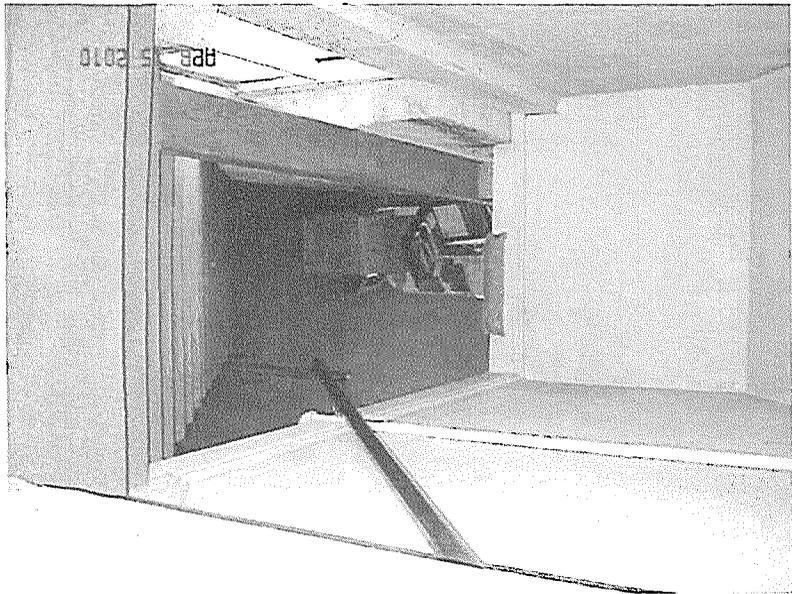
49. Third floor - view in room at center of rear (north) wall



50. Third floor - view toward northeast corner showing added door at head of stairs

Exchange Hall Restoration 2010

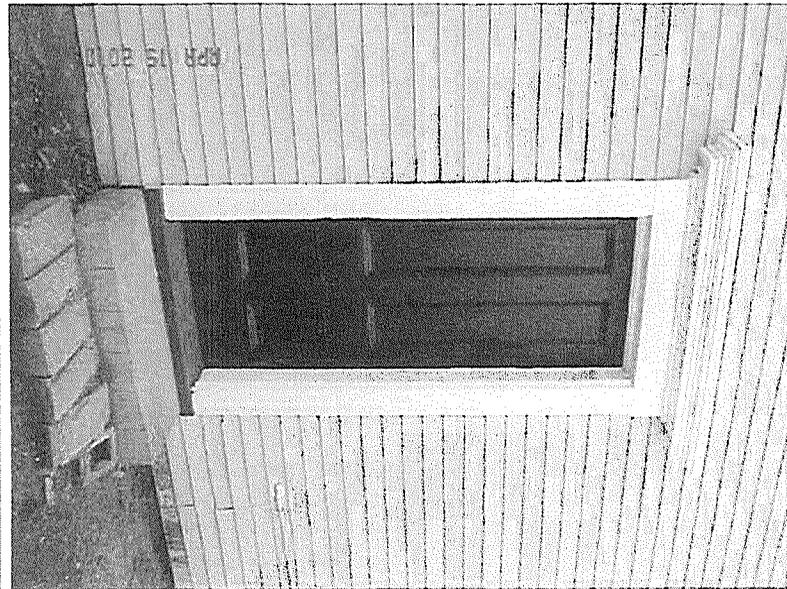
102. Stairhall between basement and 1st floor



A6. North elevation



A9. Door between basement and 1st floor



A7. North entry door

EXHIBIT C

Photographs Showing Baseline Elevation of Building

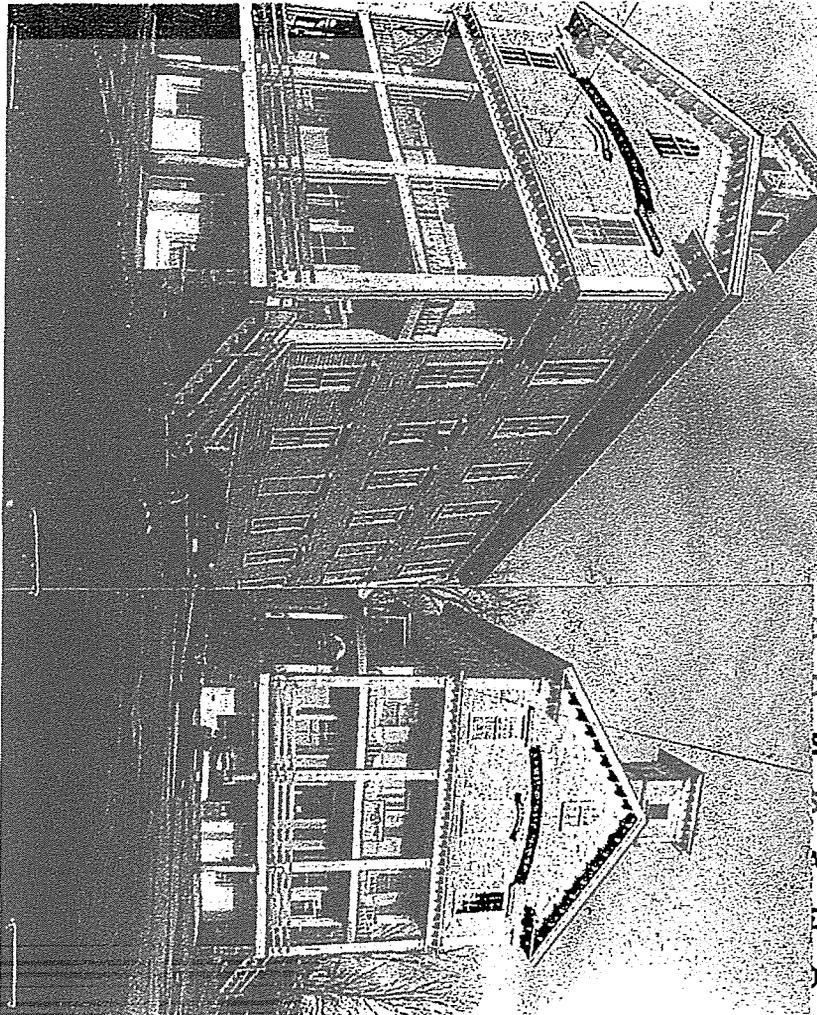
See the following photographs set forth in Exhibit B to this Restriction:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- A.6.

EXHIBIT D

MHC Inventory Form

(see attached)



AREA

FORM NO.

F

494

Town ACTON

Address 4-6 School Street

Historic Name Exchange Hall

Use: Present commercial

Original commercial

DESCRIPTION

Date 1860

Source Phalen/Nylander notes/"Mill Corner"

Style Greek Revival / Bracketed Italianat

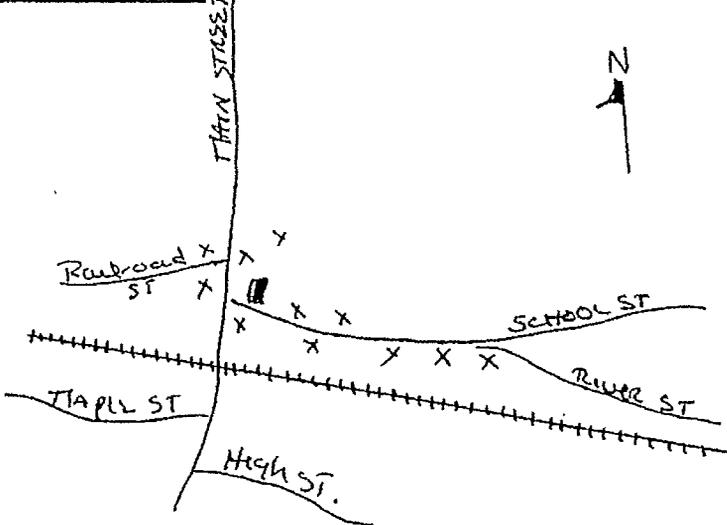
Architect (designer) Elnathan Jones, Jr.

Exterior Wall Fabric wood clapboard

Outbuildings none

Indicate north

Assessor's Map # H-2A-40



Major Alterations (with dates) replaced

balustrade and steps at first story

Condition fair/good

Moved no Date n/a

Acreage less than one acre

Setting At intersection of Main and School

Sts., originally the village center, with

other 19th and some early 20th c. commercia

and residential builings - at r.r. bridge

Recorded by Gretchen G. Schuler

Organization Acton Historical Commission

Date May 1990

UTM REFERENCE _____

USGS QUADRANGLE _____

SCALE _____

NATIONAL REGISTER CRITERIA STATEMENT (if applicable)

Already listed on the National Register.

ARCHITECTURAL SIGNIFICANCE Describe important architectural features and evaluate in terms of other buildings within the community.

SEE CONTINUATION SHEET

HISTORICAL SIGNIFICANCE Explain the role owners played in local or state history and how the building relates to the development of the community.

South Acton, once part of the 1000-acre farm granted to Concord's Major Simon Willard, was sold to Ephraim and Samuel Jones and Jonathan Knight in 1701. The first fulling mill was established and throughout the 18th and 19th century there were active mill privileges on Fort pond Brook at Mill Corner where Main Street (once known as Maynard Road) and High, Maple, and School Streets intersect. South Acton was the first village center, preceding Acton Centre, which became the institutional center. With the advent of the Fitchburg Railroad in 1844 came the major growth of South Acton as an industrial village.

Mill Corner, later known as Exchange Square was the heart of the 18th century mill and commercial village and of the 19th century industrial railroad village. The intersection of the main north-south transportation route and School Street which was the most direct route to Concord from the early 1700s also had the railroad with depot, several mid 19th century commercial structures, and Stow Street which ended at Railroad Street before the overpass railroad bridge was built in 1906.

SEE CONTINUATION SHEET

BIBLIOGRAPHY and/or REFERENCES

Atlas/Birdseye/Map: 1870, 1875, 1886, 1889, 1892.
Acton Historical Society, Jenks Library Files.
Nylander and Forbes, "Mill Corner", 1989.
Nylander, Robert, research notes, 1980s.
Phalen, History of Town of Acton, 1954.

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

Community: ACTON	Form No: F-494
Property Name: 4-6 School Street	

Indicate each item on inventory form which is being continued below.

ARCHITECTURAL DESCRIPTION - 4-6 SCHOOL STREET

Exchange Hall is one of the most important buildings in Acton and is the focal point of South Acton Village. Its size, architectural detail, and historical association make it a pivotal building in understanding the development of the community. Built on a granite block foundation, the commercial block displays a large rectangular plan of 38' by 70' and is 3 1/2 stories with a raised basement level at School Street making it 4 1/2 stories at that elevation. Surmounted on the pitched slate roof on the ridge near the front of the building is a nicely detailed square cupola with hipped roof. The building retains its original wood clapboards. Flush board sheathing is found on the first and second story recessed exterior walls of the south facade and on the four sides of the cupola. The wall of the raised basement is painted brick with rough faced granite side retaining walls that support the monumental columns and pediment overhang. The Italianate architectural detail or ornamentation is the unifying factor tying the parts of the building together. The raking cornice, returns, and eave overhang is supported by single panelled and scrolled brackets each with a drop finial. The same bracketed cornice is found on the hipped roof of the cupola.

The 3-bay, gable front south facade faces School Street and displays 4 1/2 stories including a raised basement, three stories, and the gable pediment 1/2 story. The basement, first, and second story are recessed and have open full width porches. Monumental square columns and pilasters with recessed roundheaded panels and projecting molded caps support the third story and gable pediment overhang. There is a bracketed cornice at the top of the columns and pilasters that wraps to underline the edge of the overhang. The square columns or pier at the second story are linked by a turned balustrade. The first story balustrade has been altered and rebuilt with horizontal rails tacked to the outside of the piers. These alter the vertical line but are similar to the new steps that lead to the first story on the east side. The basement wall which is brick is punctuated by a large central double leaf door and flanking wide 8/8 windows and a sign which says "Woodworks". The entire pediment overhang and the square columns or piers are carried by granite columns with chamfering, lambs tongue stops and granite caps. The end retaining walls of granite block are an extension of the foundation wall and support the porches and pediment overhang. The first story has a center double leaf Italianate entrance door with round headed lights flanked by large projecting square bays with two 1/1 sash on the front and one on each side. The door and bays have molded slightly projecting lintels. A modern fire door has been added at the left side of the main facade. The second story center entrance an Italianate door with paired roundheaded lights. The entrance is flanked by windows with 6/6 sash and molded surrounds. The 3-bay third story has 6/6 sash with molded cornices flanking a blind segmental arched frame with projecting segmental arched lintel/cornice. Over the central section above the third story windows is a segmental arched sign board. In the gable peak is a roundheaded window with 6/6 sash. The two stage square cupola at the gable peak, which has corner pilasters and a bracketed cornice, has one louvered roundheaded opening on each side of the second stage. The east and west sides are both six bays long with large Greek Revival 6/6 windows set in plain frames and slightly projecting molded lintels. On the east side the basement is partially raised and has smaller windows. Also on the east side there are two windows, one first story and one second story window that are filled with clapboards but retain the frame for the symmetry and rhythm of the

Staple to Inventory form at bottom

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

Community: ACTON	Form No: F-494
Property Name: 4-6 School Street	

Indicate each item on inventory form which is being continued below.

fenestration. On the west side there is a 1-story open porch with a curved southern end to meet the main facade porch. A second story hipped roof porch has been added in the approximated middle of the west side. There is no raised basement on this elevation, only the three stories. The north side, which is three bays wide with 6/6 sash in window bays, has the same panelled corner pilasters and bracketed cornice and returns. There are center loading doors at the first and second story and a roundheaded window in the gable peak.

HISTORICAL STATEMENT

The monumental Exchange Hall is the focal point of South Acton commanding a central location and being a pivotal building in understanding the development of the community. Its fine Greek Revival and Italianate architecture reflect the status of the business for which it was built. Constructed in 1860 Exchange Hall has the third building of James Tuttle's businesses. By this time the company was known as James Tuttle and Company and included James (1818-1898) and Varnum (1823-1904) Tuttle, who were brothers and had begun together in 1849 and taken in a third partner their brother-in-law, Elnathan Jones Jr. (1829-1904) of the Jones Tavern family. Jones had married Elizabeth Tuttle in 1851, but prior to that had become the brother-in-law of James Tuttle when the latter married Elnathan Jones sister and took over his father-in-law's store in the Tavern. In 1867 Jonathan Kimball Wood Wetherbee, who also married a Tuttle, became a partner and the large segmental arched sign board reflected the change by reading Tuttlés, Jones, and Wetherbee Company.

James Tuttle had learned about retail business from his father Francis Tuttle (1791-1877) and had worked at the Centre Store for a few years. James and Varnum built their first store in 1843 next to Central Hall near where the railroad would be laid in the next year 1844. In 1850 they built the grocery store on School Street (burned 1866, rebuilt and burned again 1989). In 1852 the same year in which Elnathan Jones, Jr. became a partner having worked for the Tuttlés, Central Hall was constructed and had a tailor's shop for James Tuttle and Company. The construction of this large multi level building led to a greatly expanded business including dry goods, furniture, groceries, and four farms to supply the store.

The Universalist Society, formed in 1858, met in the third floor hall until building at 140 Main Street in 1878. The hall was used for other community events and was constructed with that in mind. Lecturers who came to Exchange Hall included Henry D. Thoreau in the 1860s and Henry Ward Beecher, teacher from South Natick and father-in-law of Harriet Beecher Stow, in the 1870s. All four partners, James and Varnum Tuttle, Elnathan Jones, and Jonathan Wetherbee were civic minded and participated in the shaping of the community.

The Tuttlés, Jones, and Wetherbee Company was dissolved in 1899 following the death of James Tuttle. Jones became owner of the building and continued with the dry goods and business furniture which was taken over by Finney and Holt following Jones death in 1904. In 1933 the business became the South Acton Department Store. It was owned by Elnathan Jones' daughter Carrie Evelyn Kimball and run by her son-in-law, Otis Reed until 1950. During that time the South Acton branch of the Library was housed here.

Staple to Inventory form at bottom

Application to National Register of Historic Places

EXCHANGE HALL

Part I: General Information

1. Property Name

- A. Historic: Exchange Hall
- B. Common: Exchange Hall

2. Property Address

Street: Quimby Square, School Street at Main Street
Community: South Acton
County: Middlesex
Congressional District: Fifth

3. Property Ownership

Name: Wilbur Jones Tolman
Street: 77 Willow St.
State: Acton, Massachusetts 01720
Type: Private

4. Property Use: commercial, entertainment

5. Property Status: occupied, restricted

6. Location of legal description:

Courthouse/registry: Middlesex South District
Street: Cambridge Street
City: Cambridge

7. Property condition: good, unaltered,
original site

8. Property significance:

Period: 1800-1899 1860
1900- through 1950
Areas of significance: architecture, commerce,
community, planning, religion

9. Major Bibliographical References:

Fletcher, James, Acton in History (Philadelphia and Boston: J.W. Lewis and Co., 1890)

Phalen, Harold R. History of Acton (n.p.: 1954)
South Acton in 1840 (n.p., n.d. [c. 1880])

"South Acton in 1840: (n.p.n.d. [c. 1880])

"The Past and Present of a Notable Firm in South Acton" (n.p.:1885)

Iron Work Farm in Acton, Inc. Files: Title and reference notebooks, Vol.1

10. Geographical Data

Acreage: approximately 7729 sq. ft.

Quadrangle name: Maynard

Quadrangle scale: 1 = 25,000

11. Verbal Boundary Description and Justification

See attached plate, H - 2A from Acton Assessors' Atlas

12. Form Prepared by

Robert H. Nylander
for the Acton Historical Commission
Acton, Massachusetts
February 20, 1984
264-4700

Part II: Technical Information - Description

1. Site Characteristics:

A. Exchange Hall stands on gently sloping land near the base of Great (formerly Prospect) Hill. In front of it, near the southeast corner, is a stone watering trough erected in 1896 by the Reform Club.

B. The building is set back an average of 15 ft. from the northern line of School Street and an average of 50 ft. from the east line of the part of Main Street running north from Quimby Square.

C. Exchange Hall faces Quimby Square (formerly called Exchange Square and South Acton square) and until the location of Main Street was altered in 1906, formed the architectural termination of the approach to the Square from the railroad to the south. It is surrounded by a mixture of 18th through 20th century residential and commercial buildings: To the east it is flanked by the house built for Varnum Tuttle, one of the partners of Tuttle, Jones and Wetherbee Co. (12 School Street, 1856); To the north, the Jones cider mill (127 Main St., originally c. 1750, altered to a house c. 1910) and the Abram H. Jones house (129 Main Street, c. 1865); to the west, across Main St., Jones Tavern (128 Main Street, 1732 et seq.) and the bracketed Central Hall, formerly the tailor shop of Tuttle, Jones and Wetherbee (124 Main St., c. 1856); to the south, across School Street, a small memorial park, the former South Acton Fire House, built in 1926 in the old Main St. roadway, and the former grocery store of Tuttle, Jones and Wetherbee (5-7 School St., 1866, on site of an earlier grocery of 1850).

D. Not applicable

2. Exterior Features

A. Plan: The overall plan is rectangular, 38 ft. by 70 ft.

B. Height: The building is 3 1/2 stories and owing to the slope of the land and the basement is expressed as an additional full story on the south.

C. Roof: It has a pitched roof with south and north gable ends. A two-stage, hipped-roof cupola is at the south end. The chimney is at the north end of the west slope, and the east slope has a roof hatch leading from the attic. The roof is covered with slates, presumably original.

D. Wall Fabric: The building has its original exterior covering, principally clapboards, but with flush boarding on the recessed portion of the south front and on the cupola.

E. Foundation: The foundation is original, brick on the south side and elsewhere dressed stone above grade and rubble stone where it does not (or was not intended to) show.

F. Decorative Features: All decorative detail is a rich interpretation of the Bracketted-Italianate mode. The cornices at portico, piazza and roofs are composed of scrolled and panelled brackets, each with a turned drop. Corner pilasters, square piers and columns have recessed, arched-top Italianate panels let into and columns have recessed, arched-top Italianate panels let into the sides. Window surrounds are plain architraves with crown cornices, except beneath the front portico and west piazza, and in the gables and cupola, where, as around the doors, a simple moulded architrave is used. See section G for details.

G. Elevations: South - The front is a three bay composition. The balconied portico effect formed by the recessed plane of the basement, 1st and 2nd stories is crowned by a cornice at 3rd floor level and its four square piers are linked at 1st and 2nd story levels by panelled pilasters and bracketted cornice returns and barges. The wide central basement door is flanked by a large window at each side. At first story level, the main entrance, a two leaf door, has large display bay windows at either side and at the east corner, the entrance to the hall stairs. (Latter door is a recent replacement.) In the second story, the central door is flanked by 6 over 6 light windows. At the centre of the third story, a segmental-headed blank mock window is likewise flanked by 6 over 6 windows, taller than those below, and above it is a round-headed window in the gable. The two-stage cupola surmounting the peak of the gable has a louvered round-headed opening in each side of the second stage, which has corner pilasters and bracketted cornice.

The segment cartouche above the third story windows formerly contained the words EXCHANGE HALL in gilded wooden letters. (Until c. 1867 a rectangular cartouche below the windows contained the original name of the company - JAMES TUTTLE AND CO.; and the otherwise bland frieze between the piers at second story level formerly had gilded letters naming the goods sold within.)

Originally, access to the main entrance was by flights of steps projecting forward from either end of the portico, a straight flight at the east, while that at the west curved to the northwest following the line of the piazza.

East and West - The sides are both six bays of similar disposition, with the third story windows taller than those below, all having 6 over 6 lights, and framed within panelled pilasters and bracketted roof cornice. Extending the length of the west side is a one story piazza whose souther end curves in a quarter circle to join the portico.

North - The back is three bays wide, framed by panelled pilasters and bracketted cornice returns and gable barges. Loading doors are in the centre of first and second stories and a round-headed window in the gable. All windows are 6 over 6.

3. Interior Features

The original interior arrangement consisted of open retail store space in the first and second stories, with small rooms adjoining to the north end, those in the first story for offices and those in the second for sleeping rooms for the night guards. The third story is an open hall, also with small adjoining rooms and stairs to the attic at the north. The principal stairway to the hall is at the east side, commencing at the south front first story and terminating toward the north end of the third story.

The bulk of the interior finish is evidently original. The most notable features occur in the third story hall: The moulded plaster ceiling rosettes (now obscured by a building code-ordered suspended ceiling) and the spring dance floor, the latter installed, apparently, c. 1900, and one of two remaining in New England.

4. Alterations

Flights of internal and external stairs for a fire escape were added in the west side of the building in the 1940's, necessitating changing one second-story window to a double door, and minor alterations to the hall and piazza. The northern-most first story window in the west side was altered to a door in the 1960's.

5. Sub-Surface Features

The location of Exchange Hall was earlier the site of the Jones Cooperage (built c. 1760, removed to the rear of 34 School Street in 1860 and demolished in 1954).

Part II: Technical Information - Significance

1. Criteria

A. Exchange Hall is part of a complex of buildings that illustrates 19th century changes in commerce from small local businesses to larger, departmentalised centres. Architecturally, it possesses integrity of location, setting and materials as well as exceptional qualities of design and workmanship, thus meeting criteria A and C of the National Register of Historic Places.

2. Historical Statement

A. Exchange Hall was built in 1860 at a cost of \$10,000 for James Tuttle and Co. (later Tuttle, Jones, and Wetherbee Co.), which was the direct successor to the Jones Tavern store (established in 1750). In the prosperity following the construction of the Fitchburg Railroad, the partners James and Varnum Tuttle and Elnathan Jones, Jr. greatly expanded the existing business, erecting store buildings to accommodate different branches of it. Their resulting establishment, a forerunner of the department store idea, was, from c. 1850 to c. 1900, the most extensive of its kind in Middlesex County, west of Waltham. Exchange Hall was built to provide a focal point for their group of stores, as well as retail and storage space for their dry goods and clothing, and furniture and home furnishings departments of which Jones was in charge. The third-story hall was intended for the community use of South Acton Universalist Church from 1860 to 1878, and from the beginning into the 20th century it was used for dances, concerts, lectures, campaign meetings, caucuses, conventions, local theatrical productions, travelling shows, etc. It is still occasionally used for dances.

B. The rich and exuberant architectural detail of Exchange Hall reflects the prosperity and optimism of the Railroad Era which was a leading factor behind the success of the company that built it; and in providing a meeting house for South Acton's first religious society and a central community meeting place, it reflects 19th century trends of interest in social improvement.

C. The property relates to the locally prominent members of the firm that built it: James Tuttle (1818-1898) who opened a store in South Acton in 1839 and in 1845 assumed the Jones Tavern business from his father-in-law, Elnathan Jones; his brother, Varnum Tuttle (1823-1904); Elnathan Jones, Jr. (1829-1904) who worked in his father's store until 1845, making fancy goods his specialty, and then for James Tuttle and Co., of which he was made a partner in 1852. Jonathan K. W. Wetherbee, admitted a partner in 1867, was Acton's town treasurer 31 years and postmaster 15 years. Two noted lecturers who used the hall were Henry D. Thoreau in the 1860's and Henry Ward Beecher in the 1870's.

D. As noted, a cooperage occupied the location in the 18th century; it is not known how severely the ground was disturbed in building the present structure.

E. In 1899, when the Tutttles, Jones, and Wetherbee Co. was dissolved and its property divided in severalty, Elnathan Jones, Jr. took title to Exchange Hall, which then descended to his daughter, Mrs. Carrie Evelyn Kimball, who sold it to the Tolman family in the 1950's.

Mr. Jones continued the dry goods and furniture business until his death, after which, until 1933, it was operated by the firm of Finney and Hoyt. From 1933 to 1950, when the business was finally closed, it was carried on under the name of South Acton Department Store by Mrs. Kimball's son-in-law, Otis J. Reed. The South Acton branch of the Acton Memorial Library was located in the building for part of the latter period. It is currently occupied by a number of small businesses.

3. Architectural Statement

A. The building illustrates the use of bracketted and Italianate forms of decorative detail, a popular and significant trend in American architecture of the mid-19th century. In its siting (in terms of the former layout of the Square) it shows an emerging awareness, in a then rural situation, of the use of architecture as an element in community planning.

B. With the exception of the loss of the entrance steps, and the removal of the window blinds, the exterior retains virtually all of its original material. The most significant external alteration was the addition of the fire escape on the west side, which was consciously planned to be as little disruptive as possible.

C. Exchange Hall is the most richly detailed interpretation of the Bracketted-Italianate style in Acton; other local buildings of its type and period are more restrained in their use of the decorative vocabulary of the style (e.g., Acton Town Hall, 1863) use few of its elements or are utilitarian in detail (Tuttles, Jones and Wetherbee Grocery Store, 1866).

D. The bulk of the Tutttles, Jones and Wetherbee's Company's records, which would possibly give craftsmen's names, are currently inaccessible and unsorted. Tradition says that the company's partners planned the building collaboratively and suggests that Elnathan Jones, Jr., the architecturally minded one of them, had the guiding hand in designing it.

Tradition also says that a joiner named Fletcher, from Stow, made the window sashes and frames.

EXHIBIT E

Improvements

The Improvements consist of:

1. Slate roof restoration and/or replacement work, including the cupola roof and copper flashing;
2. Window restoration and/or replacement;
3. Rebuilding the lower porch and deck of the Building;
4. Scaffolding the entire Building;
5. Exterior painting; and
6. Siding restoration and/or replacement work.

EXHIBIT F

Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify Section 4 of the terms of the Restriction, which addresses exterior alterations to 2 School Street, Acton, Massachusetts. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the consent of the Town. Any alterations to the Premises, including without limitation, minor alterations, are subject to the jurisdiction of the Town of Acton Historic District Commission.

In an effort to explain what constitutes a minor alteration, the following list has been developed. This is not a comprehensive list, and it is provided for illustrative purposes only. It is only a sampling of some of the more common alterations which may be contemplated by building owners. In the event of a conflict between these Guidelines and the Restriction, the Restriction shall control.

PAINT

Minor - Hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of individual decayed window parts of the type existing as of the Project Completion Date.

EXTERIOR

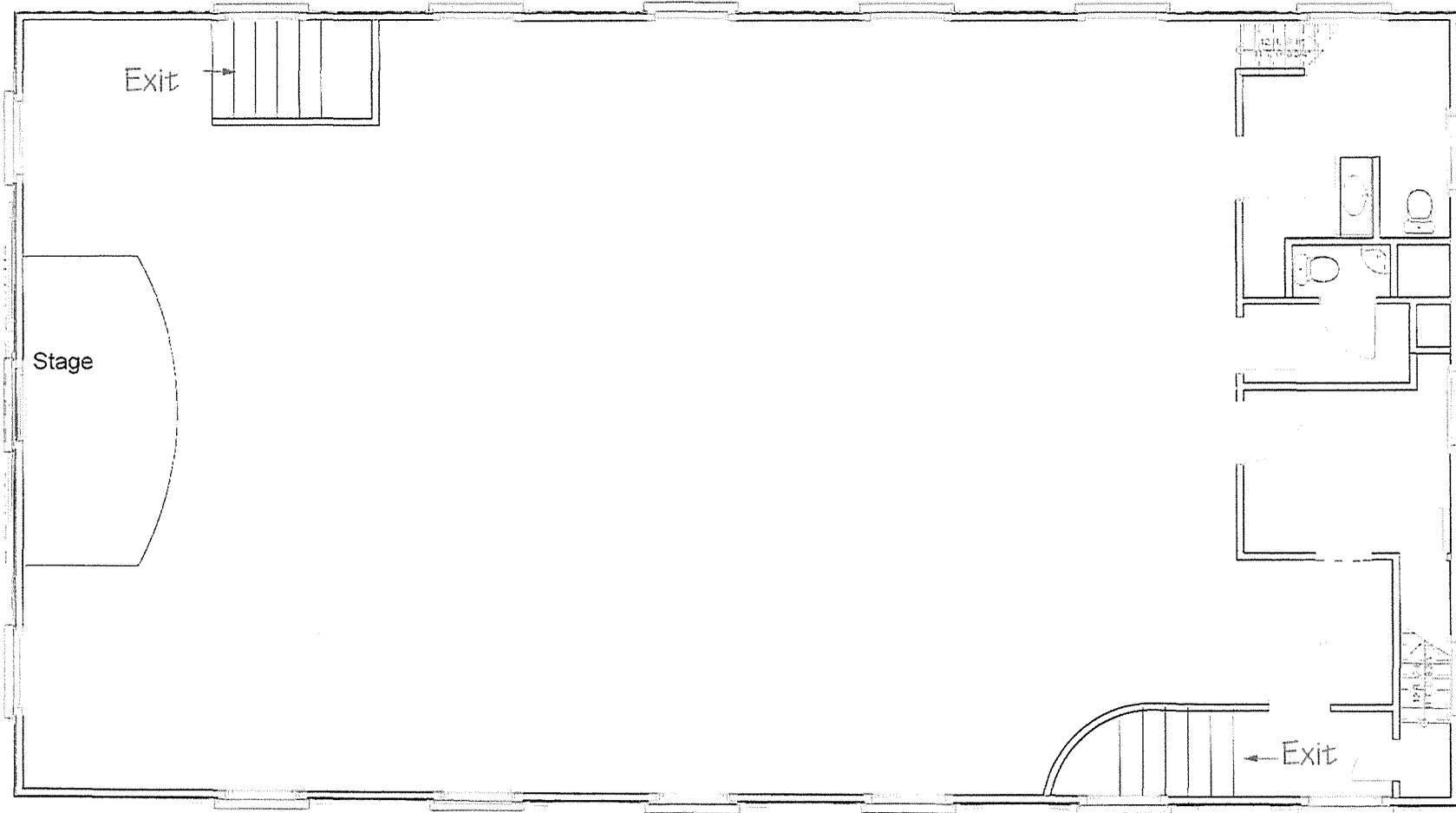
Minor - Spot repair of cladding and roofing including in-kind replacement of clapboards, shingles, etc. of the type existing as of the Project Completion Date

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems and/or replacement of internal portions of the same.

EXHIBIT G

Plan of Function Space



EXCHANGE HALL BALLROOM FLOOR PLAN

EXHIBIT H

Permitted Encumbrances

Grantor represents and warrants that there are no liens or encumbrances encumbering or otherwise affecting the Premises as of the date of this Restriction, except for: 1) a Construction Mortgage from Grantor to Enterprise Bank and Trust Company dated November 19, 2010, recorded with the Middlesex South District Registry of Deeds in Book 55882, Page 288; 2) an Assignment of Rents from Grantor to Enterprise Bank and Trust Company dated November 19, 2010, recorded with said Deeds in Book 55882, Page 302; and 3) an Assignment of Plans, Specifications and Approvals from Grantor to Enterprise Bank and Trust Company dated November 19, 2010, recorded with said Deeds in Book 55882, Page 336, each of which are subordinate to this Restriction pursuant to a Consent and Subordination Agreement dated as of _____, 2011 and recorded simultaneously herewith.



REROOF CUPOLA WITH RUBBER
 REPAIR SOFFIT MOULDINGS AND
 BRACKETS
 REPAIR SIDING
 REPAIR LOUVRES
 RESTORE BELL

REPLACE LOST SLATES WITH MATCHING
 COLOR
 COPPER FLASHING
 ICE AND WATERSHEILD AT SOFFITS
 PROVIDE SNOW GUARD
 RESTORE BRACKETS

RESTORE SIDING WHERE POSSIBLE
 REPLACE WHERE NECESSARY
 RESTORE WINDOW HEAD MOULDING AND FLASHING
 REPAIR FRONT (SOUTH FACING) DOORS
 REPAIR COLUMNS WITH ORIGINAL DETAIL TO REMAIN
 POWERWASH, SCRAPE AND PAINT WITH MATCHING COLOR
 BRICK TO BE PAINTED RED
 REGLAZE EXISTING WINDOW SASH, SEE DETAIL (06-1) FOR
 INSTALLATION
 ADD NEW "EXCHANGE HALL" SIGN
 RESTORE AND INSTALL SHUTTERS ON THE FRONT AND WEST
 SIDE
 RESTORE AND REPLACE AS NECESSARY BALUSTERS AND
 RAIL TO MATCH ORIGINAL
 ADD CABLE (MATERIAL TBD) ABOVE AND BELOW DECK
 RAILING TO MEET MA CODE
 SIGNAGE TO BE DETERMINED



Acton Woodworks

2 School Street
 Acton, MA 01720
 978-263-0222
 978-263-1873
 info@actonwoodworks.com

Revision #7 10-24-06

Project #: 060215

CAD file:

Designer: Glenn Berger

Date: June 6, 2006

Copyright: 2006

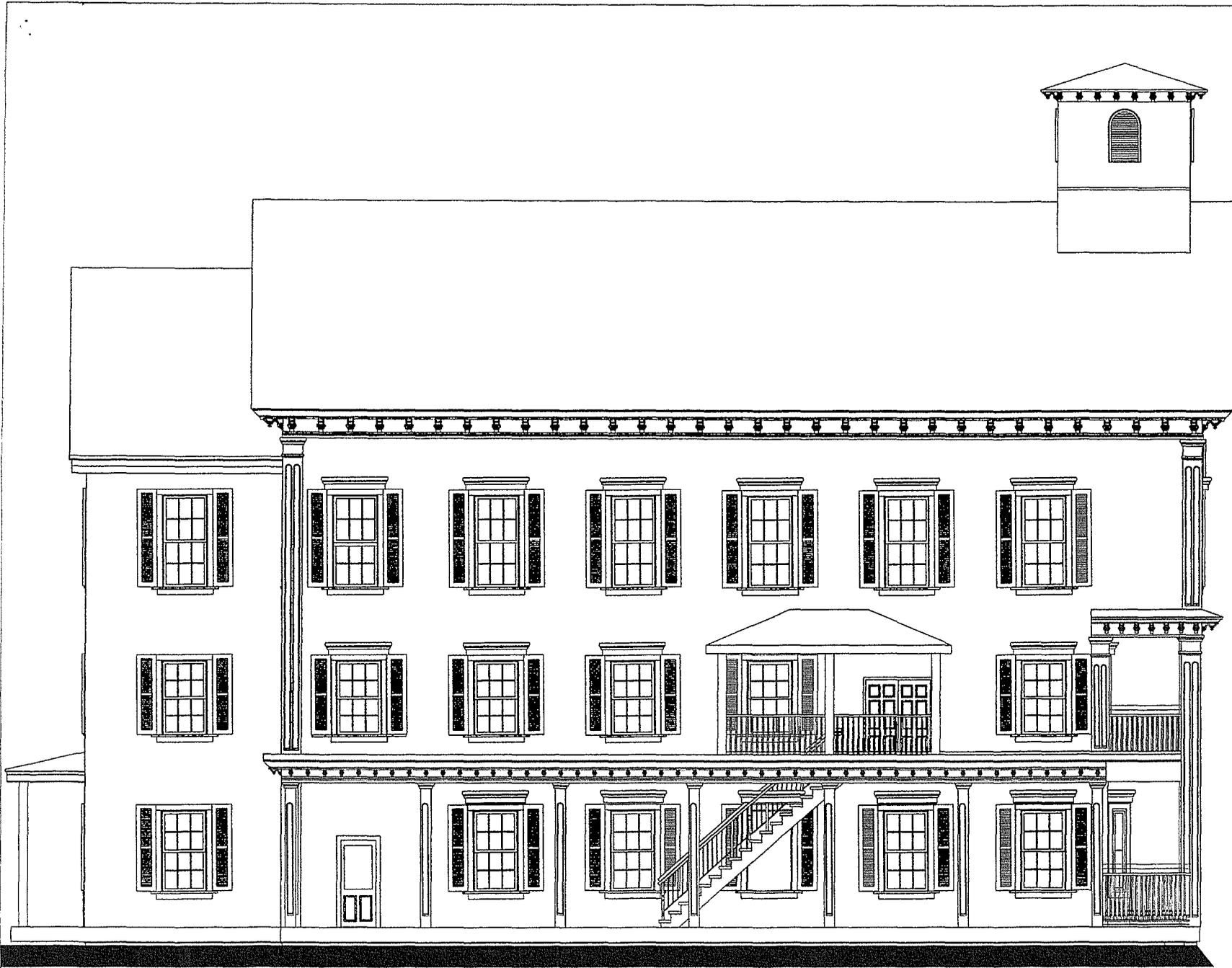
Builder: Acton Woodworks

Title

Bluebird Realty Trust
 2 School Street
 Acton MA, 01720

Exchange Hall Restoration

South Elevation



Acton Woodworks

2 School Street
 Acton, MA 01720
 978-263-0222
 978-263-1873
 info@actonwoodworks.com

Revision #7 10-24-06

Project #: 060215

CAD file:

Designer: Glenn Berger

Date: June 6, 2006

Copyright: 2006

Builder: Acton Woodworks

Title

Bluebird Realty Trust
 2 School Street
 Acton MA, 01720

Exchange Hall Restoration

West Side Elevation



Acton Woodworks

2 School Street
 Acton, MA 01720
 978-263-0222
 978-263-1873
 info@actonwoodworks.com

Revision #7 10-24-06

Project #: 060215

CAD file:

Designer: Glenn Berger

Date: June 6, 2006

Copyright: 2006

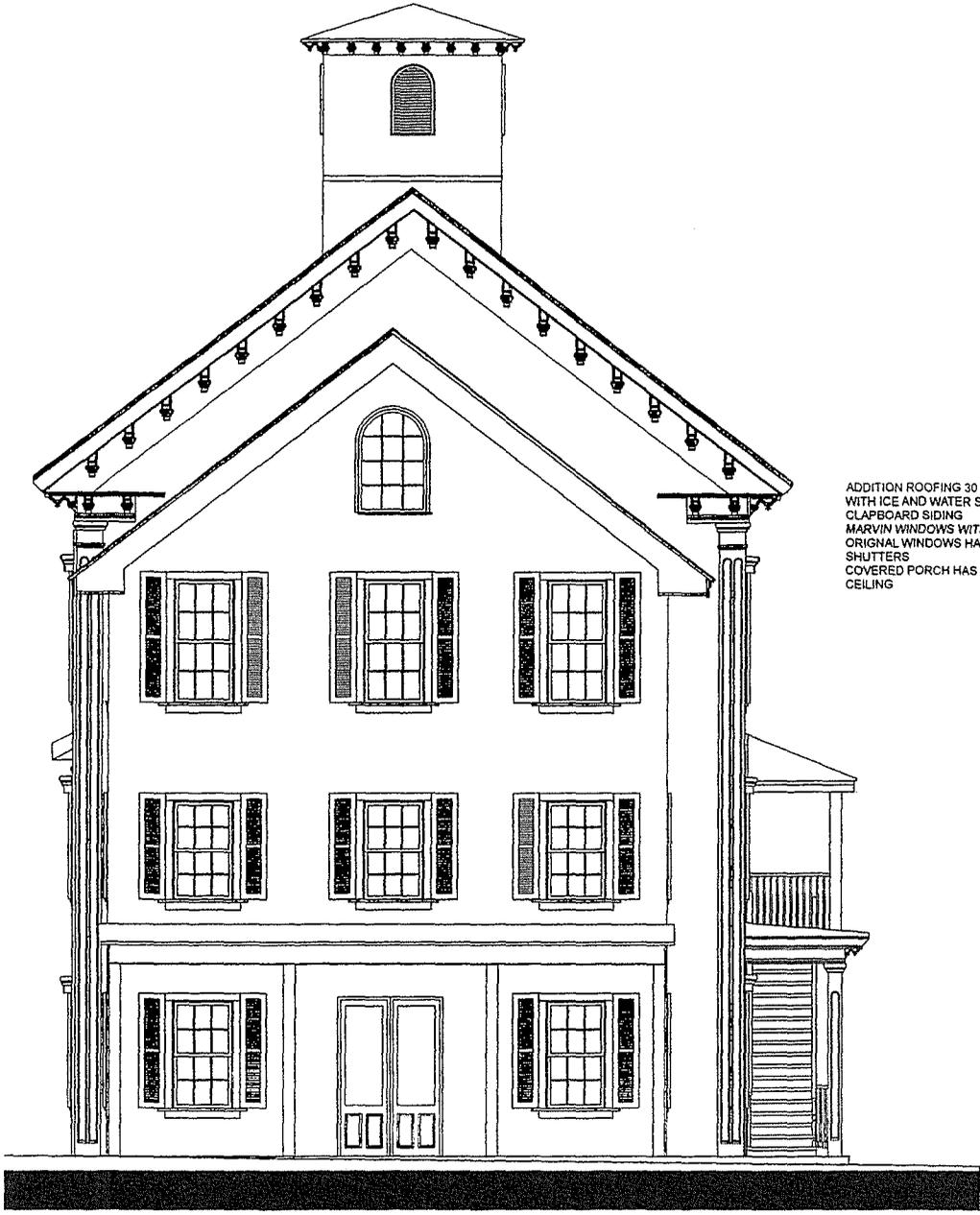
Builder: Acton Woodworks

Title

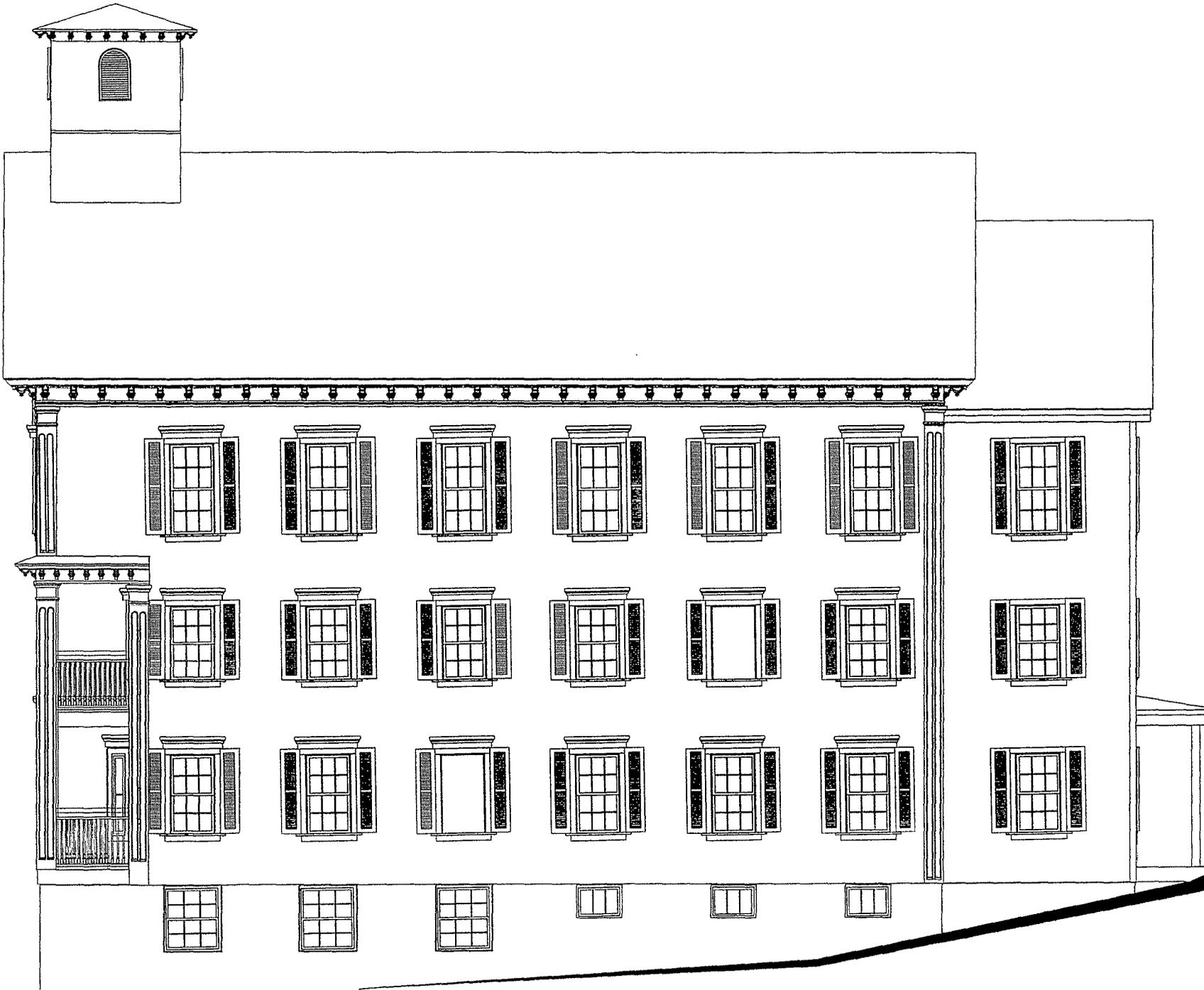
Bluebird Realty Trust
 2 School Street
 Acton MA, 01720

Exchange Hall Restoration

North Elevation



ADDITION ROOFING 30 YR ARCHITECTURAL SHINGLES
 WITH ICE AND WATER SHEILD 3FT AT PERIMENTER
 CLAPBOARD SIDING
 MARVIN WINDOWS WITH 6/6 MUNTINS DETAIL (5/8" MUNTIN-
 ORIGINAL WINDOWS HAVE 9/16" MUNTIN) ADD COMPATABLE
 SHUTTERS
 COVERED PORCH HAS 8" SQUARE COLUMNS & PINE
 CEILING



Acton Woodworks

2 School Street
 Acton, MA 01720
 978-263-0222
 978-263-1873
 info@actonwoodworks.com

Revision #7 10-24-06

Project #: 060215

CAD file:

Designer: Glenn Berger

Date: June 6, 2006

Copyright: 2006

Builder: Acton Woodworks

Title

Bluebird Realty Trust
 2 School Street
 Acton MA, 01720

Exchange Hall Restoration

East Side Elevation



Acton Woodworks

2 School Street
 Acton, MA 01720
 978-263-0222
 978-263-1873
 info@actonwoodworks.com

Revision #7 10-24-06

Project #: 060215

CAD file:

Designer: Glenn Berger

Date: June 6, 2006

Copyright: 2006

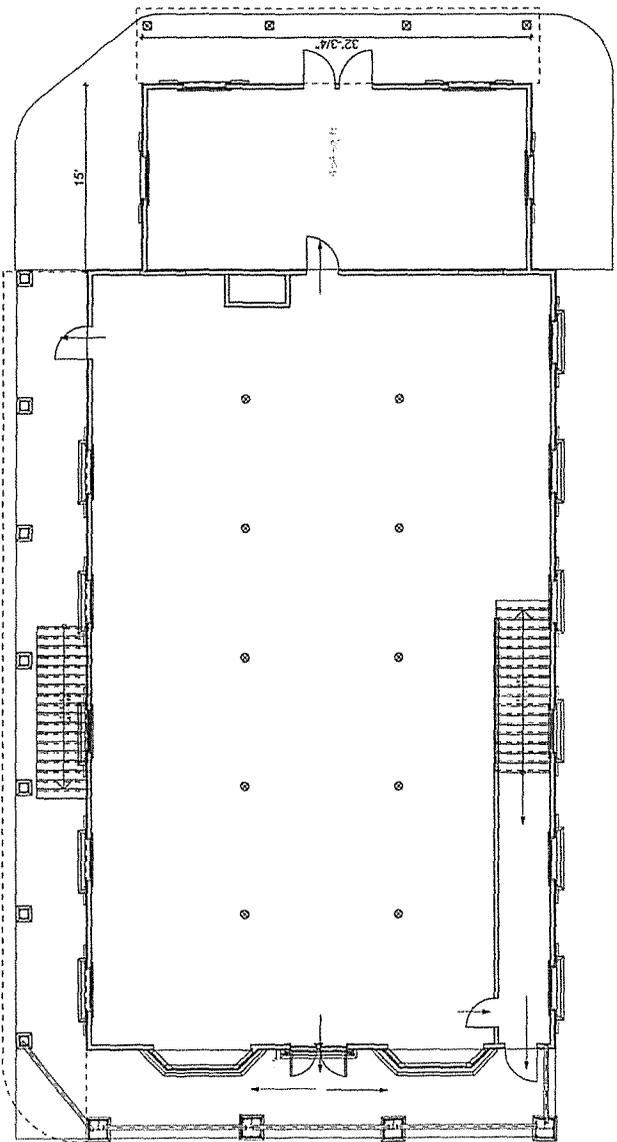
Builder: Acton Woodworks

Title

Bluebird Realty Trust
 2 School Street
 Acton MA, 01720

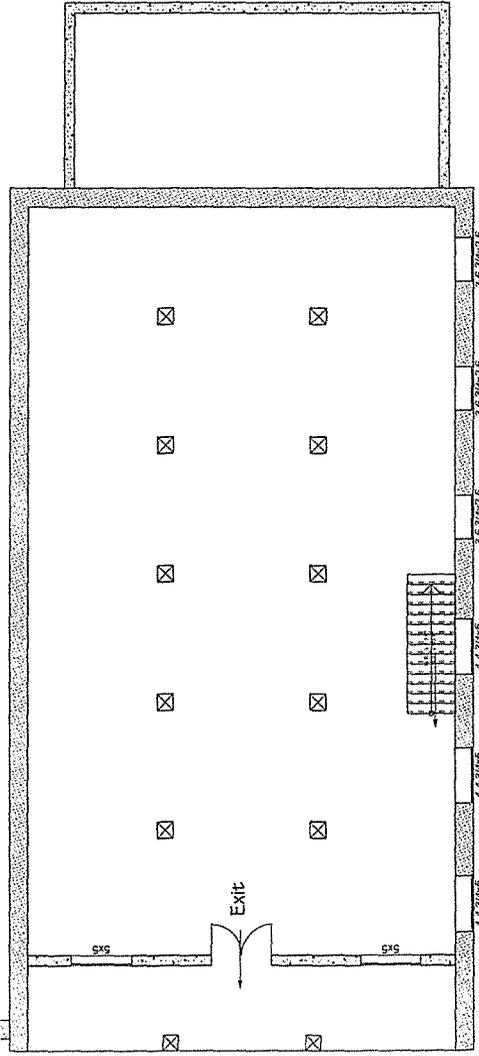
Exchange Hall Restoration

Ground & Main Floor



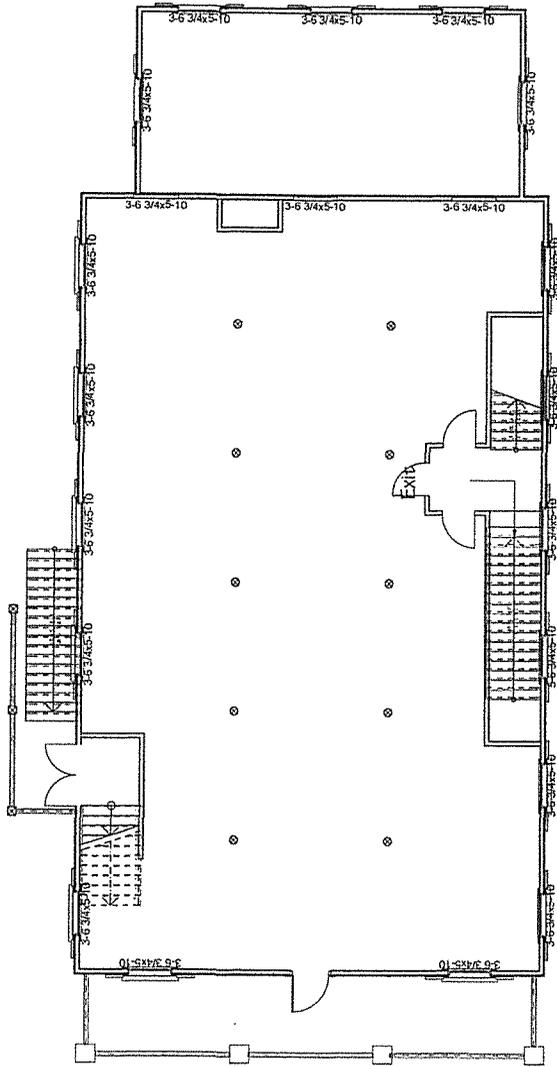
1/8" = 1'-0"

2 Main Floor



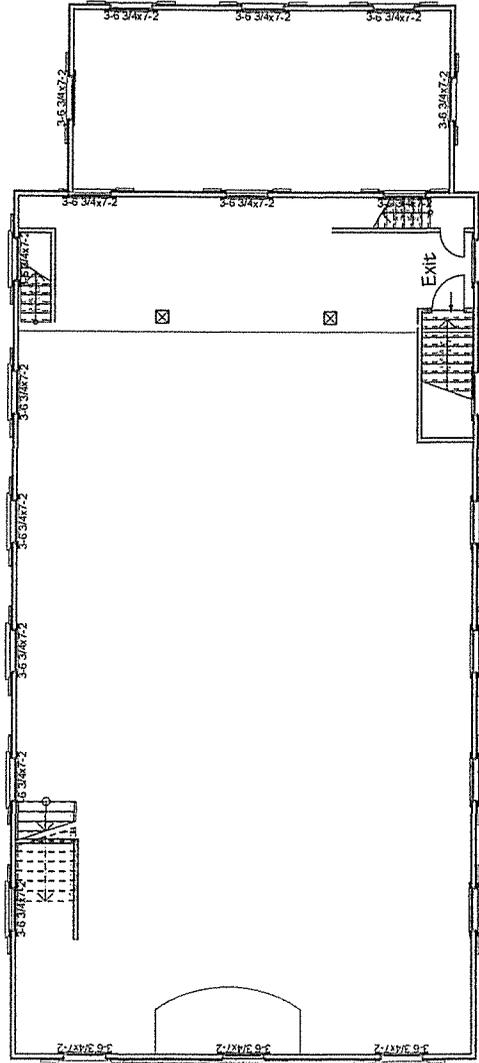
1/8" = 1'-0"

1 Ground Floor



1/8" = 1'-0"

3 Second Floor



1/8" = 1'-0"

4 Third Floor Hall



Acton Woodworks

2 School Street
 Acton, MA 01720
 978-263-0222
 978-263-1873
 info@actonwoodworks.com

Revision #7 10-24-06

Project #: 060215

CAD file:

Designer: Glenn Berger

Date: June 6, 2006

Copyright: 2006

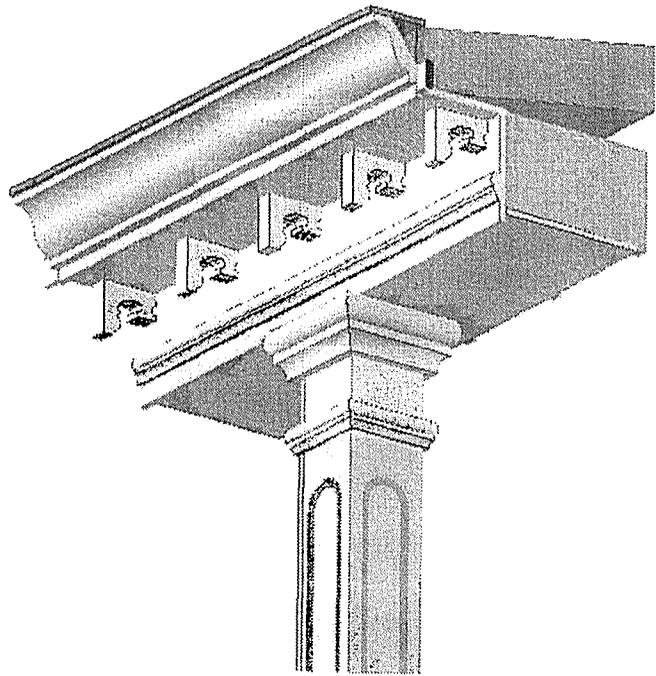
Builder: Acton Woodworks

Title

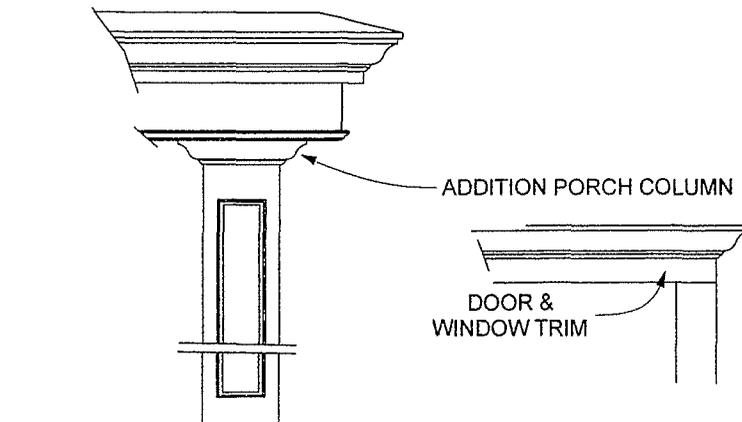
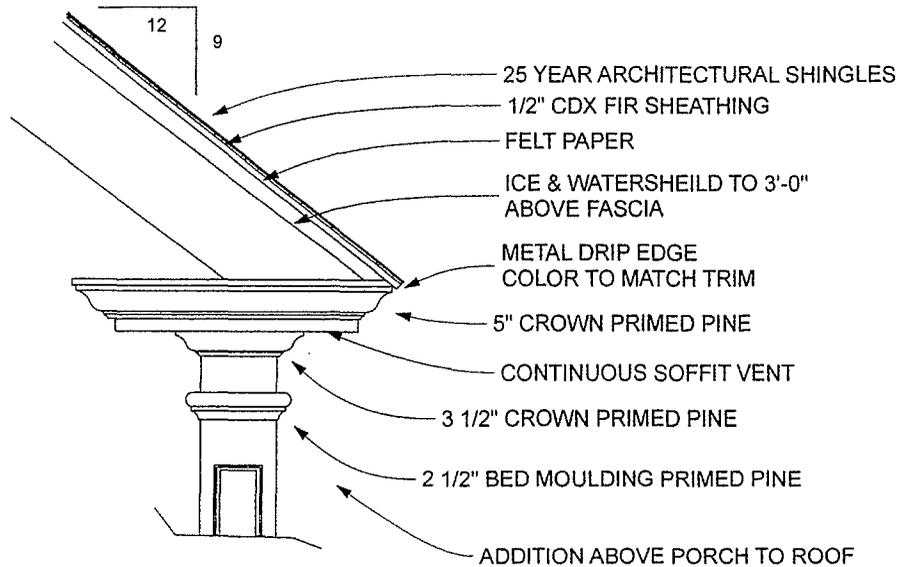
Bluebird Realty Trust
 2 School Street
 Acton MA, 01720

Exchange Hall Restoration

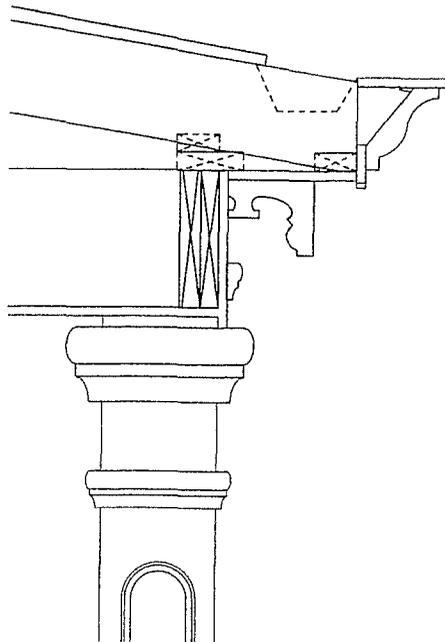
Second & Third Floor



2 Existing Soffit Perspective 1/4" = 1'-0"



1 Addition Soffit Detail 1" = 1'-0"



3 Existing Soffit Detail 1/2" = 1'-0"



Acton Woodworks

2 School Street
Acton, MA 01720
978-263-0222
978-263-1873
info@actonwoodworks.com

Revision #7 10-24-06

Project #: 060215

CAD file:

Designer: Glenn Berger

Date: June 6, 2006

Copyright: 2006

Builder: Acton Woodworks

Title

Bluebird Realty Trust
2 School Street
Acton MA, 01720

Exchange Hall Restoration

Soffit



Acton Woodworks

2 School Street
 Acton, MA 01720
 978-263-0222
 978-263-1873
 info@actonwoodworks.com

Revision #7 10-24-06

Project #: 060215

CAD file:

Designer: Glenn Berger

Date: June 6, 2006

Copyright: 2006

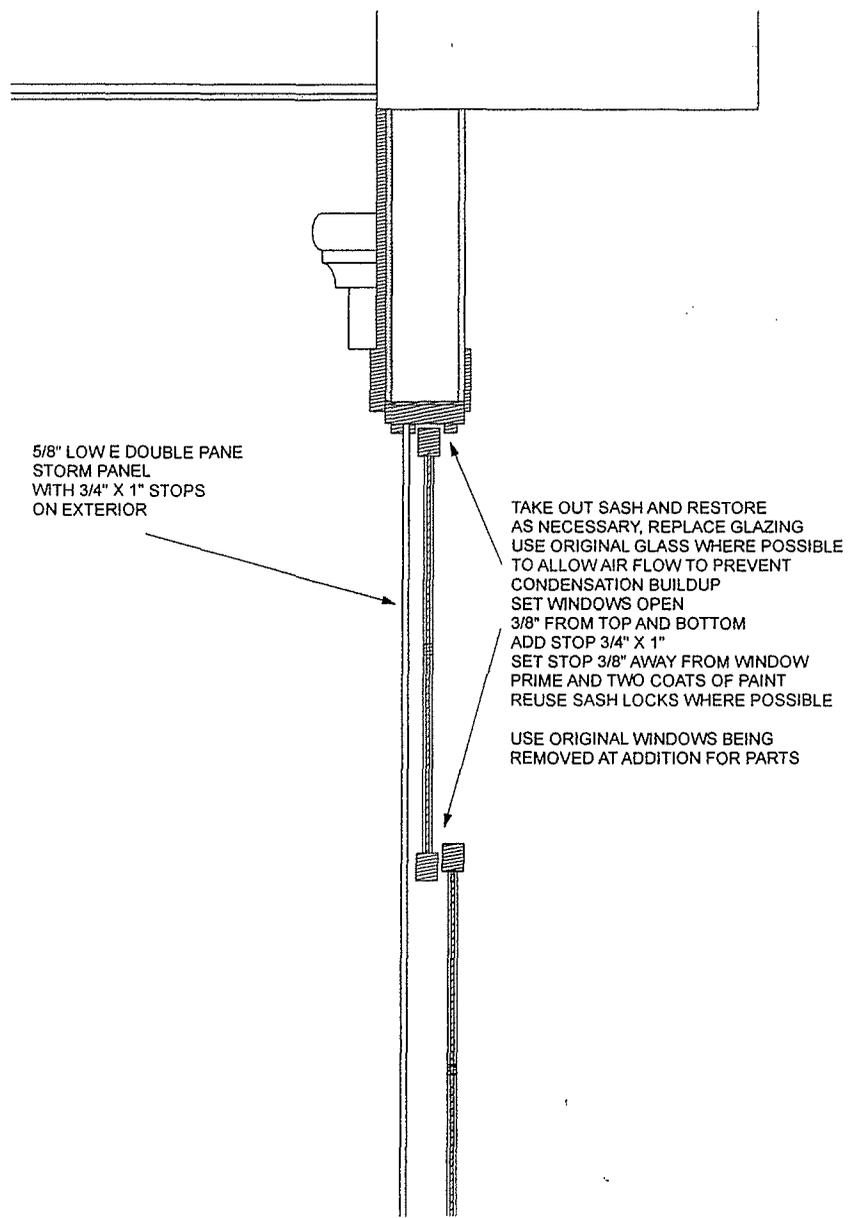
Builder: Acton Woodworks

Title

Bluebird Realty Trust
 2 School Street
 Acton MA, 01720

Exchange Hall Restoration

Window Section Detail



5/8" LOW E DOUBLE PANE
 STORM PANEL
 WITH 3/4" X 1" STOPS
 ON EXTERIOR

TAKE OUT SASH AND RESTORE
 AS NECESSARY, REPLACE GLAZING
 USE ORIGINAL GLASS WHERE POSSIBLE
 TO ALLOW AIR FLOW TO PREVENT
 CONDENSATION BUILDUP
 SET WINDOWS OPEN
 3/8" FROM TOP AND BOTTOM
 ADD STOP 3/4" X 1"
 SET STOP 3/8" AWAY FROM WINDOW
 PRIME AND TWO COATS OF PAINT
 REUSE SASH LOCKS WHERE POSSIBLE

USE ORIGINAL WINDOWS BEING
 REMOVED AT ADDITION FOR PARTS

GENERAL NOTES:
 WHEN PROCEDURE FOR RESTORATION IS NEEDED REFER TO THE
 DOCUMENTS FROM THE NATIONAL REGISTER OF HISTORIC PLACES.
 WHENEVER POSSIBLE USE ORIGINAL AND RESTORE

RESTORE ALL EXTERIOR MOULDING WITH PRIMED PINE TO MATCH ORIGINAL

RESTORE ORIGINAL SOFFIT DETAIL WITH BRACKETS FABRICATE NEW
 BRACKETS TO MATCH AS NEEDED

RESTORE EXTERIOR BALUSTER AND RAILING TO MATCH ORIGINAL

REPLACE BROKEN SLATE WITH MATCHING SLATE AS NEEDED
 CUPOLA AND SIDE PORCH TO BE RUBBER ROOFED

ADDITION TO HAVE ARCHITECTURE SHINGLE IN COMPATABLE COLOR TO
 ORIGINAL

REPLACE SIDING ONLY WHERE NEEDED, SCRAPE SIDING, PRIME AND 2
 COATS OF PAINT MATCHING EXISTING COLORS

EXISTING FRONT BRICK TO BE PAINTED RED

REPAIR SHUTTERS AND MAKE NEW ONES AS NEEDED TO MATCH THE
 ORIGINAL

RESTORE WEATHERVANE AND REINSTALL

DECKING TO BE 1X4 MAHOGANY STAINED ON PT FRAME

RESTORE THE BELL IN THE CUPOLA TO WORK ORDER

FABRICATE AND INSTALL NEW "EXCHANGE HALL" LETTERING

Window Section Detail

1 1/2" = 1'-0"



TOWN OF ACTON
HISTORIC DISTRICT COMMISSION
472 Main Street Acton, MA 01720

January 4, 2007

Glenn Berger
Bluebird Realty Trust
2 School Street
Acton, MA 01720

Dear Glenn:

Enclosed is a copy of Certificate of Appropriateness #0626 for the expansion and restoration of Exchange Hall (2 School St.), alterations and renovations at 129-131 Main St., removal of the former Jones cider mill building at 127 Main St., and site changes including parking areas, retaining walls, stairs, fencing, etc. As you know, after a public hearing the application was approved by the Historic District Commission, with several conditions, on January 2, 2007.

In its decision, the commission found that the proposal, according to the information submitted and the conditions specified, will be compatible with the property and the surrounding South Acton Historic District. Other findings are listed on the Certificate.

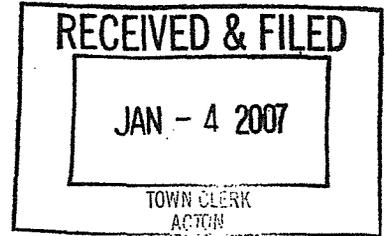
We thank you for your very comprehensive application and wish you good luck with the work. If your plans change in any way, please contact the commission so that those changes can be reviewed. Items such as light fixtures or other minor changes to the work approved can usually be handled as amendments to the original application and certificate. As we have discussed, among those changes would be any alterations to the entries on the Main Street façade of 129-131 Main Street. Also, please note that if approval of the site plan by the Board of Selectmen involves changes to the design on which the Historic District Commission has based this Certificate, those changes must be submitted to the HDC for approval.

Sincerely,

Anne Forbes

Cc: Garry Rhodes, Building Commissioner
Town Manager/BoS

**TOWN OF ACTON
HISTORIC DISTRICT COMMISSION**
472 Main Street, Acton, MA 01720



CERTIFICATE

Pursuant to Chapter 40C of the General Laws of Massachusetts and the Historic Districts Bylaw of the Town of Acton, the Acton Historic District Commission hereby issues a

CERTIFICATE OF APPROPRIATENESS

for the work described below.

Applicant (or owner) Glenn Berger, Bluebird Realty Tr./Main St. Acton Telephone 978-835-9866
Main St. Acton Corp. Glenn.Berger@verizon.net
Address 2 School Street, Acton, MA 01720

Location of work 2 School St; 127, 129-181 Main St. District: Center West
No. Street South X

Description of Proposed work:

Expansion and restoration of Exchange Hall (2 School St.), alterations and renovations at 129-131 Main St., removal of building at 127 School St., and associated site changes including parking areas, retaining wall, stairs, fencing, etc.

Conditions, requirements, recommendations:

SEE ATTACHED

The work outlined above must conform in all particulars to the submittals and conditions approved on January 2, 2007. The applicant may proceed with the proposed work provided all other approvals have been obtained, including a Site Plan Special Permit, as well as a Building Permit or Sign License where required. This Certificate is valid for work commenced within one year of the date of issuance. An extension of the Certificate will be granted at the discretion of the Commission. If a property changes ownership during the time the Certificate is in force, a new owner who wishes to continue the authorized work must apply to have a new Certificate issued in his or her own name.

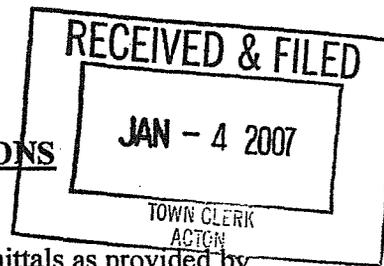
Application received 8/11/2006 Public Hearing 8/21/06
Certificate approved by [Signature] Date 12/4/07
for Historic District Commission

Copies to: Applicant, Building Commissioner, Town Clerk, Town Manager/BoS, HDC File

CERTIFICATE OF APPROPRIATENESS #0626:

2 SCHOOL ST; 127, 129-181 MAIN ST.

CONDITIONS, REQUIREMENTS, and RECOMMENDATIONS
with relevant findings



Commission approval of application #0626 is based on plans, drawings and other submittals as provided by the applicant including photographs, product information and schedules. In the case of submitted material that has been supplemented, revised or otherwise amended, the approval is based on the most recent material. All material submitted by the applicant is listed in an addendum to Certificate #0626, along with the dates of all major submittals.

Site features and general items

CONDITION: If approval of the site plan by the Board of Selectmen involves changes to the design approved by the Historic District Commission under this Certificate, applicant must submit those changes to the HDC for approval as an amendment to the original application and certificate.

CONDITION: Applicant shall allow the Commission to inspect completed work prior to the issuance of Certificates of Occupancy.

CONDITION: A gate will be placed in the fence along School St., in front of and centered on Exchange Hall. Fence will run parallel to the sidewalk; final details to be submitted by the applicant.

RECOMMENDATION: The site should be pedestrian-friendly and accommodate walk-ins as much as possible.

FINDINGS: The "Redi-Rock" engineered material is incompatible with the property and district. However, its installation will be minimally visible because of intervening structures, distance from street, and changes in grade. Two existing granite hitching posts are to be relocated on the property.

Exchange Hall building

FINDINGS: This approval does not include signage or new exterior wall light fixtures. Applicant will submit proposals for such items for approval at a later date. The curved "Exchange Hall" sign on the south façade is to be relettered; the original Tuttle, Jones & Wetherbee lettering below the second-story balustrade will not be restored, but painted over as shown on the elevation drawings.

127 Main St. (former Jones Cider Mill)

FINDING: 127 Main Street is an historic building that contributes to the South Acton Historic District.

FINDING: The building is located toward the rear of the property, and its architectural integrity has been severely compromised by alterations at several periods, especially during the 20th century.

FINDING: Although the building is of historical importance, because removal of 127 Main Street is essential to the revitalization of Exchange Hall as a commercial structure, the Commission finds its removal necessary.

CONDITION: Removal of the building at 127 Main Street is approved only on the condition that rehab. of the buildings at 2 School and 129-131 Main proceeds as approved and the project work is sequenced as outlined by the applicant on 12/4/06 and represented in the 12/18/06 Schedule Worksheet.

CONDITION: The applicant shall publicize the building as available to be moved off-site. Such efforts are to include a printed advertisement or notice to run in *The Beacon* for a period of no less than three months. (Frequency of the notice to be determined in conjunction with the HDC, with the cost of advertising taken into account.) With the commission's assistance, a notice shall also be circulated by email on the state-wide MassHistPres list-serve.)

CONDITION: Demolition of 127 Main Street shall be approved only if efforts to have the building relocated have proved unsuccessful by the time removal is called for in the 12/18/06 Schedule Worksheet submitted to the HDC.

CONDITION: Prior to the removal of the building, the applicant shall allow interior documentation in photos, drawings, etc. to be done by the HDC or its designee.

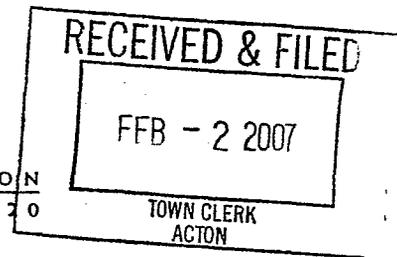
131 Main St. (Abram Jones House)

CONDITION: Applicant shall return with any further details, including entry design/door replacement (as an amendment to original application)

FINDING: Demolition of the rear wing is permitted based on its minimal to non-existent visibility from Main Street, and because of later additions to that section that detract from the building's character.



TOWN OF ACTON
HISTORIC DISTRICT COMMISSION
472 Main Street Acton, MA 01720



**CERTIFICATE of APPROPRIATENESS #0626: 2 SCHOOL ST.; 127,
129-131 MAIN ST.:**

**ADDENDUM: LIST OF SUBMITTALS and EXHIBITS considered by the HDC in
its determination**

1. Submitted by the applicant for the Board's deliberation:

- Application form #0626, received 8/9/06 and stamped 8/11/07
- Attachments, supplemental items and supporting documentation:
 - proposed floor plans of 129-131 Main St., Revision #4, 9/28/06
 - proposed floor plans of Exchange Hall, 2 School St., Revision #7, 10/24/06
 - proposed elevations of Exchange Hall, Revision #7, 10/24/06
 - proposed elevations of 129-131 Main St., Revision #4, 9/28/06
 - drawings of construction details: Revision #6, 9/28/06: window sash, construction details
 - planting and lighting plan, revised 8/21/06
 - proposed landscaping and site design, received 7/5/06
 - National Register of Historic Places application for certified rehab., Part 2
 - Waterman Design Assoc.s: Site Plan Special Permit Application, 8/23/06
 - photographs of existing conditions: 127 Main St., 131 Main St., 2 School St., including existing stone walls
 - letter from Glenn Berger, 9/28/06
 - letter from Glenn Berger re: Redi-Rock, granite, 11/20/06
 - letter from Glenn Berger to Board of Selectmen, 10/30/06
 - email from Glenn Berger dated 10/25/06
 - information sheets: Redi-Rock, Progress Lighting, Streetworks Lighting, Thermintin doors, stainless steel cables; ornamental steel fence
 - Exchange Hall Site Plan, detail from P. 5, revision 11/30/06
 - Schedule worksheet and Gantt chart, 12/18/06

2. Interdepartmental communications to Garry Rhodes, Building Commissioner, from town boards and officials:

- Dean Charter, 9/29/06
- Holly Ben-Joseph, TAC, 9/28/06
- James Deming, District Mgr., Water Supply District of Acton, 9/20/06
- Doug Halley, 9/26/06
- Kristin Alexander, 10/19/06
- Engineering Dept., 10/18/06

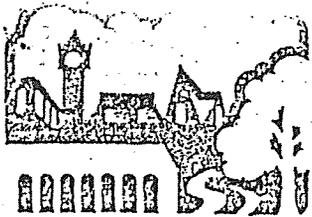
2/2/2007

3. Correspondence received:

- Email from Nicole Davis, 9/18/06

4. Other documents entered into the public record by the Commission at the public hearing:

1. A certified list of abutters.
2. Notice of the public hearing as it appeared in *the Beacon* on February 17, 2000.
3. Notice of the public hearing as posted and mailed to abutters.
4. List of attendees at the Public Hearing
5. MHC Historic Inventory Form B for 127 Main St., MHC #416, 1990
6. MHC Historic Inventory Form B for 129-131 Main St., MHC #414, 1990
7. MHC Historic Inventory Form B for 2 School St., MHC #413
8. Forbes, A. "127 Main Street: Former Jones Cider Mill . . . Summary of Robert Nylander Research," 11/10/06
9. Copy of photograph by Charles O. Hodgman of 129-131 Main Street, with outbuildings. c. 1880s.
10. 11/2/06: A. Forbes email communication to the HDC: Responses to email re. imitation stone in historic districts from a member of the Orleans Historical Commission and the Chair of the Brookline Historical Commission.



MASSACHUSETTS HISTORICAL COMMISSION
APPLICATION FOR INDIVIDUAL
NOMINATIONS TO THE NATIONAL REGISTER
OF HISTORIC PLACES

PART I: GENERAL INFORMATION

1. PROPERTY NAME

A. Historic Exchange Hall

(This is the name which has the longest association with the building at the time of its greatest significance. This will be the official name unless otherwise noted)

B. Common Exchange Hall

(This is the locally known name and in some cases may be the same as the historic name; please specify if you wish this to be the official name)

2. PROPERTY ADDRESS

Street Quimby Square, School Street at Main Street

Community South Acton

County Middlesex

Congressional District Fifth

3. PROPERTY OWNERSHIP

GLENN BERGER TRUSTEE

Name ~~Wilbur Jones Tolman~~ BLUEBIRD REALTY TRUST

(This should appear as legally recorded on an official list such as assessor's records or Registry of Deeds)

Street 77 Willow St.

City/Town Acton, Massachusetts 01720

State Massachusetts

Type: public private other

PROPERTY SIGNIFICANCE continued

Areas of Significance-check and justify below

- | | |
|--|---|
| <input type="checkbox"/> archeology-prehistoric | <input type="checkbox"/> landscape architecture |
| <input type="checkbox"/> archeology-historic | <input type="checkbox"/> law |
| <input type="checkbox"/> agriculture | <input type="checkbox"/> literature |
| <input checked="" type="checkbox"/> architecture | <input type="checkbox"/> military |
| <input type="checkbox"/> art | <input type="checkbox"/> music |
| <input checked="" type="checkbox"/> commerce | <input type="checkbox"/> philosophy |
| <input type="checkbox"/> communications | <input type="checkbox"/> politics/government |
| <input checked="" type="checkbox"/> community planning | <input checked="" type="checkbox"/> religion |
| <input type="checkbox"/> conservation | <input type="checkbox"/> science |
| <input type="checkbox"/> economics | <input type="checkbox"/> sculpture |
| <input type="checkbox"/> education | <input type="checkbox"/> social/humanitarian |
| <input type="checkbox"/> engineering | <input type="checkbox"/> theater |
| <input type="checkbox"/> exploration/settlement | <input type="checkbox"/> transportation |
| <input type="checkbox"/> industry | <input type="checkbox"/> other (specify) |
| <input type="checkbox"/> invention | |

9. MAJOR BIBLIOGRAPHICAL REFERENCES

(This section should list major sources from which information was obtained. Use standard bibliographic style, listing author, full title, publisher, date and location of publication)

Fletcher, James, Acton in History (Philadelphia and Boston: J. W. Lewis and Co., 1890)

Phalen, Harold R., History of Acton (n.p.: 1954)

"South Acton in 1840" (n. p.: n.d. [c. 1880])

"The Past and Present of a Notable Firm in South Acton" (n.p.:1885)

Iron Work Farm in Acton, Inc. Files: Title and reference notebooks, Vol. 1

10. GEOGRAPHICAL DATA

Acreage approximately 7729 sq. ft.
(number of acres included in the nomination)

Quadrangle name Maynard
(name found on the full U.S.G.S. quad sheet)

Quadrangle scale 1 = 25,000
(scale of map: 1:25000 is preferred)

11. VERBAL BOUNDARY DESCRIPTION AND JUSTIFICATION

(This section must be exact since it defines the legal extent of the nominated property. The simplest way of providing this information is to include a copy of an assessor's map which shows the lot which the property occupies. Deed descriptions may also be used. The justification should explain the rationale behind the choice of boundaries)

See attached plate, H - 2A from Acton Assessor's Atlas

12. FORM PREPARED BY

Name/title Robert H. Nylander

Affiliation Acton Historical Commission

Street 144 Great Road

City/Town Acton

State Massachusetts

Date February 20, 1984

Telephone 264-4700

PART II: TECHNICAL INFORMATION.- DESCRIPTION

The description is a verbal record of the appearance of the property (both building and site). This section is intended primarily to describe visible, physical features of the property, but it also should note changes that have occurred over time. Keep your descriptions clear and direct, and remember that the main points should be complemented by the accompanying photographs. Additional information for any category may be included on a continuation sheet.

1. SITE CHARACTERISTICS

A. Describe the important topographical and landscape features associated with the property:

Exchange Hall stands on gently sloping land near the base of Great (formerly Prospect) Hill. In front of it, near the southeast corner, is a stone watering trough erected in 1896 by the Reform Club.

B. Describe the setting of the property: setback, spacing, etc.:

The building is set back an average of 15 ft. from the northern line of School Street and an average of 50 ft. from the east line of the part of Main Street running north from Quimby Square.

C. Describe the character and use of the surrounding land (natural and man made features):

Exchange Hall faces Quimby Square (formerly called Exchange Square and South Acton Square) and, until the location of Main Street was altered in 1906, formed the architectural termination of the approach to the Square from the railroad to the south. It is surrounded by a mixture of 18th through 20th century residential and commercial buildings: to the east it is flanked by the house built for Varnum Tuttle, one of the partners of Tuttle, Jones and Wetherbee Co. (129 School Street, 1856); to the north, the Jones cider mill (127 Main St., originally c. 1750, altered to a house c. 1910) and the Abram H. Jones house (129 Main Street, c. 1865); to the west, across Main St., Jones Tavern (128 Main Street, 1732 et seq.) and the bracketed Central Hall, formerly the tailor shop of Tuttle, Jones and Wetherbee (124 Main St., c. 1856); to the south, across School Street, a small memorial (cont.)

Continuation of Site Characteristics, C.

park, the former South Acton Fire House, built in 1926 in the old Main St. roadway, and the former grocery store of Tuttle, Jones and Wetherbee (5-7 School St., 1866, on site of an earlier grocery of 1850)

F. Decorative Features

Describe and locate important elements such as door and window surrounds, roof trim, porches, pavillions, etc.:

All decorative detail is a rich interpretation of the Bracketted-Italianate mode. The cornices at portico, piazza and roofs are composed of scrolled and panelled brackets, each with a turned drop. Corner pilasters, square piers and columns have recessed, arched-top Italianate panels let into the sides. Window surrounds are plain architraves with crown cornices, except beneath the front portico and west piazza, and in the gables and cupola, where, as around the doors, a simple moulded architrave is used. See section G for details.

G. Elevations

Describe each side of the building (north, south, east, west):

South - The front is a three bay composition. The balconied portico effect formed by the recessed plane of the basement, 1st and 2nd stories is crowned by a cornice at 3rd floor level and its four square piers are linked at 1st and 2nd story levels by turned balustrades. The wall and gable above are defined by panelled pilasters and bracketted cornice returns and barges. The wide central basement door is flanked by a large window at each side. At first story level, the main entrance, a two leaf door, has large display bay windows at either side and at the east corner, the entrance to the hall stairs. (Latter door is a recent replacement.) In the second story, the central door is flanked by 6 over 6 light windows. At the centre of the third story, a segmental-headed blank mock window is likewise flanked by 6 over 6 windows, taller than those below, and above it is a round-headed window in the gable. The two-stage cupola surmounting the peak of the gable has a louvered round-headed opening in each side of the second stage, which has corner pilasters and bracketted cornice.

The segmental cartouche above the third story windows formerly contained the words EXCHANGE HALL in gilded wooden letters. (Until c. 1867 a rectangular cartouche below the windows contained the original name of the company - JAMES TUTTLE AND CO.; (cont.)

Continuation of Section G

and the otherwise blank frieze between the piers at second story level formerly had gilded letters naming the goods sold within.)

Originally, access to the main entrance was by flights of steps projecting forward from either end of the portico, a straight flight at the east, while that at the west curved to the north-west following the line of the piazza.

East and West - The sides are both six bays of similar disposition, with the third story windows taller than those below, all having 6 over 6 lights, and framed within panelled pilasters and bracketed roof cornice. Extending the length of the west side is a one story piazza whose southern end curves in a quarter circle to join the portico.

North - The back is three bays wide, framed by panelled pilasters and bracketed cornice returns and gable barges. Loading doors are in the centre of first and second stories, and a round-headed window in the gable. All windows are 6 over 6.

3. INTERIOR FEATURES

(Describe any notable decorative or structural interior element.
Describe the interior arrangement of spaces; use a sketch if preferred.)

The original interior arrangement consisted of open retail store space in the first and second stories, with small rooms adjoining at the north end, those in the first story for offices and those in the second for sleeping rooms for the night guards. The third story is an open hall, also with small adjoining rooms and stairs to the attic at the north. The principal stairway to the hall is at the east side, commencing at the south front first story and terminating toward the north end of the third story. The bulk of the interior finish is evidently original. The most notable features occur in the third story hall: the moulded plaster ceiling rosettes (now obscured by a building code-ordered suspended ceiling) and the spring dance floor, the latter installed, apparently, c. 1900, and one of two remaining in New England.

4. ALTERATIONS

(Describe alterations and additions which have not yet been mentioned, including the exact or approximate dates)

Flights of internal and external stairs for a fire escape were added in the west side of the building in the 1940's, necessitating changing one second-story window to a double door, and minor alterations to the hall and piazza. The northern-most first story window in the west side was altered to a door in the 1960's.

5. SUB-SURFACE FEATURES

(Describe the potential for any historic or prehistoric archeological remains associated with the structure. Is there information on wells, privies, trash pits existing around the structure? Have any artifacts been found?)

The location of Exchange Hall was earlier the site of the Jones Cooperage (built c. 1760, removed to the rear of 34 School Street in 1860 and demolished in 1954).

PART II: TECHNICAL INFORMATION - SIGNIFICANCE

The statement of significance is an evaluation of the property in relation to the community, state or nation. This section must detail the outstanding qualities which distinguish the property and clearly convey which of the criteria for evaluation of National Register nominations are met. The period(s) of greatest significance should of course be emphasized, but a brief summary of the property's lifetime should also be presented. Historical and cultural associations as well as architectural quality are all part of the statement of significance.

1. CRITERIA

- A. Explain how the property meets at least one of the criteria for evaluation of National Register nominations (refer to the attached list of criteria):

Exchange Hall is part of a complex of buildings that illustrates 19th century changes in commerce from small local businesses to larger, departmentalised centres. Architecturally, it possesses integrity of location, setting and materials as well as exceptional qualities of design and workmanship, thus meeting criteria A and C of the National Register of Historic Places.

2. HISTORICAL STATEMENT

- A. Explain how the property relates to events of local, state or national history:

Exchange Hall was built in 1860 at a cost of \$10,000 for James Tuttle and Co. (later Tuttles, Jones, and Wetherbee Co.), which was the direct successor to the Jones Tavern store (established in 1750). In the prosperity following the construction of the Fitchburg Railroad, the partners James and Varnum Tuttle and Elnathan Jones, Jr., greatly expanded the existing business, erecting store buildings to accommodate different branches of it. Their resulting establishment, a forerunner of the department store idea, was, from c. 1850 to c. 1900, the most extensive of its kind in Middlesex County, west of Waltham. Exchange Hall was built to provide a focal point for their group of stores, as well as retail and storage space for their dry goods and clothing, and furniture and home furnishings departments

(cont.)

Continuation of Section A

of which Jones was in charge. The third-story hall was intended for the community use of South Acton village, serving a number of functions. It was the meeting house for the South Acton Universalist Church from 1860 to 1878, and from the beginning into the 20th century it was used for dances, concerts, lectures, campaign meetings, caucuses, conventions, local theatrical productions, travelling shows, etc. It is still occasionally used for dances.

B. Discuss how the property reflects the lifestyle of its inhabitants and/or the culture which produced it (this may refer to original or subsequent periods):

The rich and exuberant architectural detail of Exchange Hall reflects the prosperity and optimism of the Railroad Era which was a leading factor behind the success of the company that built it; and in providing a meeting house for South Acton's first religious society and a central community meeting place, it reflects 19th century trends of interest in social improvement.

C. Explain how the property relates to important persons; explain how its occupants, particularly artists, may have been influenced by their physical surroundings:

The property relates to the locally prominent members of the firm that built it: James Tuttle (1818-1898) who opened a store in South Acton in 1839 and in 1845 assumed the Jones Tavern business from his father-in-law, Elnathan Jones; his brother, Varnum Tuttle (1823-1904); Elnathan Jones, Jr. (1829-1904) who worked in his father's store until 1845, making fancy goods his specialty, and then for James Tuttle and Co., of which he was made a partner in 1852. Jonathan K. W. Wetherbee, admitted a partner in 1867, was

(cont.)

D. Discuss the likelihood of obtaining information through archeological research:

As noted, a cooperage occupied the location in the 18th century; it is not known how severely the ground was disturbed in building the present structure.

E. Explain areas of historical importance not covered by the above categories:

In 1899, when the Tuttles, Jones, and Wetherbee Co. was dissolved and its property divided in severalty, Elnathan Jones, Jr., took title to Exchange Hall, which then descended to his daughter, Mrs. Carrie Evelyn Kimball, who sold it to the Tolman family in the 1950's.

Mr. Jones continued the dry goods and furniture business until his death, after which, until 1933, it was operated by the firm of Finney and Hoit. From 1933 to 1950, when

(cont.)

Continuation of Section C

Acton's town treasurer 31 years and postmaster 15 years.
Two noted lecturers who used the hall were Henry D. Thoreau
in the 1860's and Henry Ward Beecher in the 1870's.

Continuation of Section E

the business was finally closed, it was carried on under
the name of South Acton Department Store by Mrs. Kimball's
son-in-law, Otis J. Reed. The South Acton branch of the
Acton Memorial Library was located in the building for part
of the latter period. It is currently occupied by a number
of small businesses.

Site Plan Special Permit/Special Permit # 09/15/06-410
Bluebird Realty Trust
2 School Street and 127,129,131 Main Street (Ashton)
Acton Massachusetts 01720

#####

DECISION of the Board of Selectmen (hereinafter the Board) on the petition of Bluebird Realty Trust (hereinafter the Petitioner) for the property located at 2 School Street and 127,129,131 Main Street, Acton, Massachusetts. Said property is shown on Acton Town Atlas Map H2A Parcels 11 and 40.

This Decision is in response to an application submitted to the Board on September 15, 2006 by the Petitioner for a Site Plan Special Permit and Special Permit under Section 10.3 & 10.4 of the Acton Zoning Bylaw (hereinafter the Bylaw) to raze 127 Main Street, a portion of 129 Main Street and add an addition to 2 School Street. The Petitioner is proposing to convert 2 School Street to a restaurant and function hall.

After causing notice of the time and place of the public hearing and of the subject matter thereof to be published, posted and mailed to the Petitioner, abutters and other parties in interest as required by law, the hearing was called to order on November 13, 2006 at 7:15 PM, in the Memorial Library located at 472 Main Street. A site walk was held on December 11 at 9:00 AM. The hearing was continued until January 8 without comment and then continued until February 12, 2007 at 7:10 PM. in the Memorial Library. Board members Walter Foster, Peter Ashton, F. Dore Hunter, Lauren Rosenzweig and Andrew D. Magee were present throughout the hearings. Walter Foster did not attend the site walk.

The record of the proceedings and submissions upon which this permit is based may be referred to in the Office of the Town Clerk, or the Office of the Board.

Exhibit I

A properly executed application for Site Plan Special Permit approval received September 15, 2006; A letter from Michael Fee of Fee, Rosse & Lanz, P.C. dated 11/9/06; Stormwater Management Report Dated July 2006; Groundwater Recharge Analysis dated 12/21/06; Four traffic reports from Conley Associates one dated June 21, 2006 and three dated December 18, 2006; Two page report on Exchange Hall proposed stone dated 9/10/06; Three reports from Waterman Design Associates Inc. dated 8/23/06, 10/30/06 and 1/11/07; A letter to the Garry Rhodes from Bluebird Realty Trust dated 11/29/06; Certificate of Appropriateness #0626 with addendum; Thirteen-sheet set of engineered plans dated June 22, 2006 revised 8/24/06, 10/30/06, and 1/11/07.

Exhibit II

Interdepartmental Communication (IDC) from the Town Manager to the Town Staff requesting comments. The following IDC's were received:

1. Building Commissioner dated November 8 and January 2, 2007
2. Town Planner dated October 19, 2006 revised November 3, 2007 and February 2, 2007
3. Fire Chief dated October 25, 2006
4. Municipal Properties Director dated September 29, 2006
5. Engineering Department dated October 18, 2006 and February 8, 2007
6. Health Department dated September 26, 2006
7. Transportation Advisory Committee dated September 28, 2006, December 1, 2006 and February 8, 2006
8. Historic District Commission dated October 3, 2006, November 10, 2006

Exhibit I is hereinafter referred to as the Plan:

#####

1.0 Findings and Conclusions

Based upon its review of the exhibits and records of the proceedings, the Board found and concluded that:

- 1.1 The site is located in South Acton Village Zoning District and Zone 4 of the Groundwater Protection District and the USE is allowed by Special Permit in the South Acton Village Zoning District and by right in Zone 4.
- 1.2 The site is located in the South Acton Historic District. The demolition of 127 Main Street and a portion of 129 Main Street is subject to the Historic District Commission (HDC) approval. The rebuilding of all buildings is subject to the approval of the HDC. The HDC has issued a Certificate of Appropriateness #0626.
- 1.3 The restoration of Exchange Hall and 131 Main Street is of critical concern to the Board. Exchange Hall is in disrepair through neglect. The Board wants to ensure as this project moves forward the restoration of Exchange Hall is a top priority. The Petitioner provided a "Schedule Worksheet" dated 12/18/06. The Board finds the schedule acceptable except all porch rebuilding on Exchange Hall shall be completed prior to the demolition of 127 Main Street.
- 1.3 The Plan provides for a total of 23 parking spaces on site. Two of the parking spaces are reserved for the residential use located at 129 Main Street. Four of the parking spaces are reserved for the office located at 129 Main Street. When the office is closed the four office parking spaces may be counted for the use of Exchange Hall. Four of the parking spaces are used as drop-off after 5 PM and can only be used to satisfy the Bylaw when no restrictions are in place.
- 1.4 Exchange Hall will be used as both a restaurant and function hall. The parking requirements for a restaurant is one space for each three seats. The Bylaw does not have a parking requirement for function hall but the Board finds it most closely represents an auditorium which is one space for each four seats. In both cases the Bylaw s. 6.9.4.4 provides the minimum number of required parking spaces shall be 70% of the requirements in s. 6.3.1. Therefore, the number of seats allowed is as follows:
 - a.) 18 spaces (office open before 5:00 PM.) x 3 (seats/space rest.) / .7 = 77 seats
 - b.) 22 spaces (office closed before 5:00 PM.) x 3 (seats/space rest.) / .7 = 94 seats
 - c.) 18 spaces (office closed after 5:00 PM.) x 3 (seats/ space rest.) / .7 = 77 seats
 - d.) 18 spaces (office closed) x 4 (seats/space function) / .7 = 103 seats
- 1.5 The Bylaw s. 6.9.4.5 allows for "Collective Use of Parking Facilities". The additional parking spaces must be located in the same zoning district and must be based on a written agreement. If the applicant obtains such written agreement, seating shall be allowed to be increased according to the Bylaw.
- 1.6 The Petitioner, at his expense proposes to construct a fence along School Street and Main Street. The location of the fence in the right of way shall be approved by the Town Engineer. The town reserves the right to have the fence removed at the Petitioner's expense. The Petitioner shall remove or relocate the fence within 30 days of written request by the Board. If the Petitioner fails to remove the fence the town shall have the right to remove the fence. Any damage to the fence shall be the responsibility of the Petitioner.

Site Plan Special Permit/Special Permit # 09/15/06-410
Bluebird Realty Trust
2 School Street and 127,129,131 Main Street (Ashton)
Acton Massachusetts 01720

Page 3 of 5

#####

- 1.7 The site is located in the sewer district. The site has been assessed a total of 4.85 betterment units. The number of betterment units is based on as of right zoning. The proposal is a Special Permit which exceeds the number of betterment units. The Petitioner shall be required to pay the increase in betterment units.
- 1.8 The Plan as herein modified:
- Will protect the neighborhood and the Town against seriously detrimental or offensive USES on the site and against adverse effects on the natural environment.
 - Will provide for convenient and safe vehicular and pedestrian movement and that the locations of driveway openings are convenient and safe in relation to vehicular and pedestrian traffic circulation including emergency vehicles, on or adjoining the site.
 - Will provide an adequate arrangement of parking and loading spaces in relation to the proposed USES of the premises.
 - Will provide adequate methods of disposal of refuse or other wastes resulting from the USES permitted on the site.
 - Is consistent with the Master Plan.
 - Is in harmony with the purpose and intent of this Bylaw.
 - Will not be detrimental or injurious to the neighborhood in which it is to take place.
 - Is appropriate for the site and complies with all applicable requirements of this Bylaw.

Therefore, the Board voted 5-0 to **GRANT** the requested Special Permit and Site Plan Special Permit subject to and with the benefit of the following Plan modifications, conditions and limitations.

2.0 Plan Modifications

Prior to the issuance of a Building Permit or the start of any construction on the site, the Petitioner shall cause the Plan to be revised to show the following additional, corrected or modified information. The Building Commissioner shall not permit any construction activity to begin on the site until and unless he finds that the Plan is revised to include the following additional, corrected or modified information. Except where otherwise provided, all such information shall be subject to the approval of the Building Commissioner. Where approvals are required from persons other than the Building Commissioner, the Petitioner shall be responsible for providing a written copy of such approvals to the Building Commissioner before the Commissioner shall issue any Building Permit or permit any construction on the site. The Petitioner shall submit five copies of the final plans as approved for construction by the Building Commissioner to the Building Commissioner prior to the issuance of a Building Permit.

- 2.1 The location of the fence along School Street and Main Street shall be approved by the Town Engineer.

3 FT (10')

Site Plan Special Permit/Special Permit # 09/15/06-410
Bluebird Realty Trust
2 School Street and 127,129,131 Main Street (Ashton)
Acton Massachusetts 01720

#####

3.0 Conditions

- 3.1 The function hall shall not open until 7:00 PM Monday through Friday.
- 3.2 Prior to the issuance of the Building Permit the final betterment units shall be determined. The payment of the increase in betterments shall be according to the Town Bylaw.
- 3.3 The total impact of the need for off site parking cannot be completely assessed until it is determined how successful the facility is. The Board reserves the right to reopen the hearing to seek improvements to traffic circulation.
- 3.4 Development shall proceed according to "Schedule Worksheet" dated 12/18/06 except all remaining porches on Exchange Hall shall be repaired prior to the demolition of 127 Main Street.
- 3.5 The seating is limited as follows except as may be increased by written agreement as provided in the Bylaw s. 6.9.1.5. Any written agreement shall be provided to the Building Commissioner. Any increase in the number of seats shall be subject to the approval of the Board.
 - a.) 18 spaces (office open before 5:00 PM.) x 3 (seats/space rest.) / .7 = 77 seats
 - b.) 22 spaces (office closed before 5:00 PM.) x 3 (seats/space rest.) / .7 = 94 seats
 - c.) 18 spaces (office closed after 5:00 PM.) x 3 (seats/ space rest.) / .7 = 77 seats
 - d.) 18 spaces (office closed) x 4 (seats/space function) / .7 = 103 seats
- 3.6.1 Prior to occupancy or use of any new building constituting a part of the project, an as-built plan shall be supplied by the engineer of record certifying that the project was built according to the approved documents. The as-built plan shall show all pavement, building and drainage structure locations above and below grade in their true relationship to lot lines, and include appropriate grades and elevations. In addition to the engineer of record, said plan shall be certified by a Mass. Registered Land Surveyor.
- 3.7 In order to mitigate any adverse impact of deliveries and trash pick-up the BOARD finds that it is necessary and appropriate to prohibit deliveries and trash pick-up before 6:30 AM or after 10:00 PM

4.0 Limitations

The Authority granted to the Petitioner by this permit is limited as follows:

- 4.1 This permit applies only to the site, which is the subject of this petition. All construction shall be conducted in accordance with the terms of this permit and shall be limited to the improvements shown on the Plan.
- 4.2 There shall be no further development of this site without written consent of the Board of Selectmen as outlined within the Acton Zoning Bylaw.
- 4.3 This Decision applies only to the requested Special Permit. Other permits or approvals required by the Acton Zoning Bylaw, other governmental boards, agencies or bodies having jurisdiction shall not be assumed or implied by this Decision.

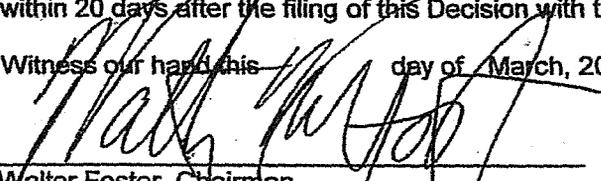
Site Plan Special Permit/Special Permit # 09/15/06-410
Bluebird Realty Trust
2 School Street and 127,129,131 Main Street (Ashton)
Acton Massachusetts 01720

#####

- 4.4 No approval of any indicated signs or advertising devices is implied by this Decision.
- 4.5 The hauling of earth to and from the site shall be restricted to the hours between 9:00 AM and 4:00 PM Monday through Saturday.
- 4.6 The foregoing restrictions are stated for the purpose of emphasizing their importance but are not intended to be all-inclusive or to negate the remainder of the Acton Zoning Bylaw.
- 4.7 This Site Plan Special Permit shall lapse on March 12, 2009 unless work approved by this permit has commenced except for good cause. Any request for extensions shall be made at least thirty (30) days prior to expiration. The Board reserves the right to amend the permit by its own or at the request of the Petitioner with or without a new hearing.

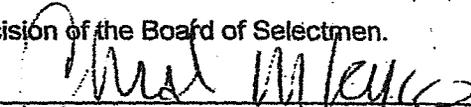
5.0 Appeals

Any person aggrieved by this Decision may appeal pursuant to the General Laws, Chapter 40A, Section 17 within 20 days after the filing of this Decision with the Acton Town Clerk.

Witness our hand this 13 day of March, 2007


Walter Foster, Chairman

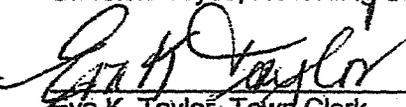
I, Christine Joyce, hereby certify that this is a true copy of the Decision of the Board of Selectmen.



Christine Joyce, Recording Secretary

March 13 2007

Date filed with Town Clerk



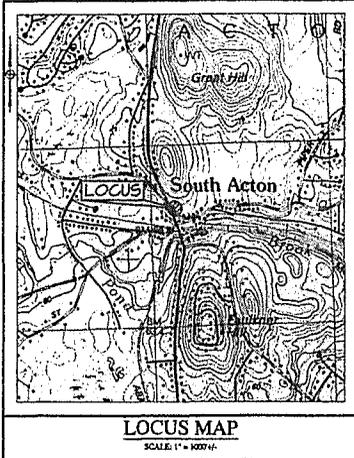
Eva K. Taylor, Town Clerk

TO WHOM IT MAY CONCERN: This is to certify that the 20 day appeal period on the Decision of Bluebird Realty Trust has passed and there have been no appeals made to this office.

Date

Eva K. Taylor, Town Clerk

- cc: Petitioner
Building Commissioner
Planning Board
Engineering
Conservation
Director of Municipal Properties
Board of Health
Town Clerk
Planning Boards - Concord, Littleton, Westford, Maynard, Carlisle, Boxboro, Stow, Sudbury



Site Plan Special Permit

Pursuant to Town of Acton Zoning By-Law, Section 10.4.1.1

FOR

EXCHANGE HALL 2 School Street

IN

Acton, Massachusetts (Middlesex County)

PREPARED BY:



WATERMAN DESIGN
ASSOCIATES, INC.
31 East Main Street
Westborough, MA 01581
508.366.8382
508.366.8383
WATERMANSOCIETY.COM WDA@WDCORP.COM

OWNER:

MAIN STREET ACTON
CORPORATION &
BLUEBIRD REALTY TRUST
2 School Street
Acton, Massachusetts

APPLICANT:

BLUEBIRD
REALTY TRUST
2 School Street
Acton, Massachusetts

DATE: June 22, 2006 (In Progress)
Revised: August 24 2006 (Initial Issue)
Revised: October 30, 2006 (Town Review Comments)
Revised: January 11, 2007 (Town Review Comments)

SHEET LIST:

- | | |
|--------------------------------------|-------------|
| 1. COMPILED EXISTING CONDITIONS PLAN | 8. DETAILS |
| 2. SITE PREPARATION PLAN | 9. DETAILS |
| 3. GRADING AND DRAINAGE PLAN | 10. DETAILS |
| 4. UTILITY PLAN | 11. DETAILS |
| 5. LAYOUT AND MATERIALS PLAN | 12. DETAILS |
| 6. PLANTING AND LIGHTING PLAN | |
| 7. DETAILS | |

SITE PLAN SPECIAL PERMIT
APPROVED
ACTON
BOARD OF SELECTMEN

A MAJORITY OF THE BOARD
DATE: _____

DWG. NO.: 017701.D
FILE NO.: 017700

LAYOUT & MATERIAL NOTES:

- SEE SHEET 1 FOR EXISTING CONDITIONS INFORMATION AND NOTES.
- ALL SETBACK LINES AND DIMENSIONS ARE PARALLEL TO OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
- DIMENSIONS OF PARKING SPACES AND WALKWAYS ARE MEASURED FROM FACE OF CURB.
- EACH HANDICAP PARKING SPACE SHALL BE IDENTIFIED BY A SIGN LOCATED AT THE BACK OF CURB. THE SIGN SHALL CONTAIN THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AS DESCRIBED IN THE AMERICANS WITH DISABILITIES ACT, PUBLIC LAW 101-508, AND DETAILED IN THE FHWA/NOOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS AMENDED.
- ORNAMENTAL FENCE SUBJECT TO APPROVAL BY THE ACTON HISTORICAL DISTRICT COMMISSION.
- STEPS FROM GATHERING AREA TO GAZE AREA TO BE "RED-ROCK" TREADS OR A MATERIAL TO BE DETERMINED BY THE ACTON HISTORICAL DISTRICT COMMISSION AND APPLICANT.
- RETAINING WALL MATERIAL TO BE "RED-ROCK" SEGMENTAL RETAINING WALL SYSTEM SUBJECT TO THE APPROVAL OF THE ACTON HISTORICAL DISTRICT COMMISSION.
- VEHICULAR TRAFFIC FLOW ARROWS AS SHOWN HEREON SHALL BE PAINTED ON THE PAVEMENT.
- VEHICLES ARE PROHIBITED FROM OBSTRUCTING ACCESS TO THE EMERGENCY VEHICLE ACCESS TO NYLANDER WAY.

ZONING SUMMARY TABLE

DISTRICT: SOUTH ACTON VILLAGE (SAV) GROW/WATER PROTECTION DISTRICT: ZONE 4		
LOT AREA	REQUIRED	PROVIDED
1000	1000	1000
2000	2000	2000
3000	3000	3000
4000	4000	4000
5000	5000	5000
6000	6000	6000
7000	7000	7000
8000	8000	8000
9000	9000	9000
10000	10000	10000
11000	11000	11000
12000	12000	12000
13000	13000	13000
14000	14000	14000
15000	15000	15000
16000	16000	16000
17000	17000	17000
18000	18000	18000
19000	19000	19000
20000	20000	20000
21000	21000	21000
22000	22000	22000
23000	23000	23000
24000	24000	24000
25000	25000	25000
26000	26000	26000
27000	27000	27000
28000	28000	28000
29000	29000	29000
30000	30000	30000
31000	31000	31000
32000	32000	32000
33000	33000	33000
34000	34000	34000
35000	35000	35000
36000	36000	36000
37000	37000	37000
38000	38000	38000
39000	39000	39000
40000	40000	40000
41000	41000	41000
42000	42000	42000
43000	43000	43000
44000	44000	44000
45000	45000	45000
46000	46000	46000
47000	47000	47000
48000	48000	48000
49000	49000	49000
50000	50000	50000
51000	51000	51000
52000	52000	52000
53000	53000	53000
54000	54000	54000
55000	55000	55000
56000	56000	56000
57000	57000	57000
58000	58000	58000
59000	59000	59000
60000	60000	60000
61000	61000	61000
62000	62000	62000
63000	63000	63000
64000	64000	64000
65000	65000	65000
66000	66000	66000
67000	67000	67000
68000	68000	68000
69000	69000	69000
70000	70000	70000
71000	71000	71000
72000	72000	72000
73000	73000	73000
74000	74000	74000
75000	75000	75000
76000	76000	76000
77000	77000	77000
78000	78000	78000
79000	79000	79000
80000	80000	80000
81000	81000	81000
82000	82000	82000
83000	83000	83000
84000	84000	84000
85000	85000	85000
86000	86000	86000
87000	87000	87000
88000	88000	88000
89000	89000	89000
90000	90000	90000
91000	91000	91000
92000	92000	92000
93000	93000	93000
94000	94000	94000
95000	95000	95000
96000	96000	96000
97000	97000	97000
98000	98000	98000
99000	99000	99000
100000	100000	100000

PARKING SUMMARY TABLE

USE	REQUIRED (SEE SECTION 2.1)	REQUIRED (SAV, TOWN)	PROVIDED
RESTAURANT	5 SEATS PER SPACE (15 SEATS) = 50 SPACES	41 SPACES	41 SPACES
OFFICE	ONE SPACE PER 250 SQ. FT. (250 SQ. FT.) = 3 SPACES	4 SPACES	4 SPACES
RESIDENTIAL	1.75 SPACES PER RESIDENCE (8 RESIDENCES) = 14 SPACES	3 SPACES	3 SPACES
AUDITORIUM	4 OCCUPANTS PER SPACE (225 OCCUPANTS) = 56 SPACES	40 SPACES	40 SPACES
		TOTAL	81 SPACES
		ON-SITE = 25 SPACES (PRIOR TO 5:00 PM WEEKDAYS)	
		SCHOOL STREET LOT = 25 SPACES (AFTER 5:00 PM WEEKDAYS)	
		COMPUTER RAIL LOT = 20 SPACES	
		TOTAL = 140 SPACES (PRIOR TO 5:00 PM WEEKDAYS)	
		144 SPACES (AFTER 5:00 PM WEEKDAYS)	

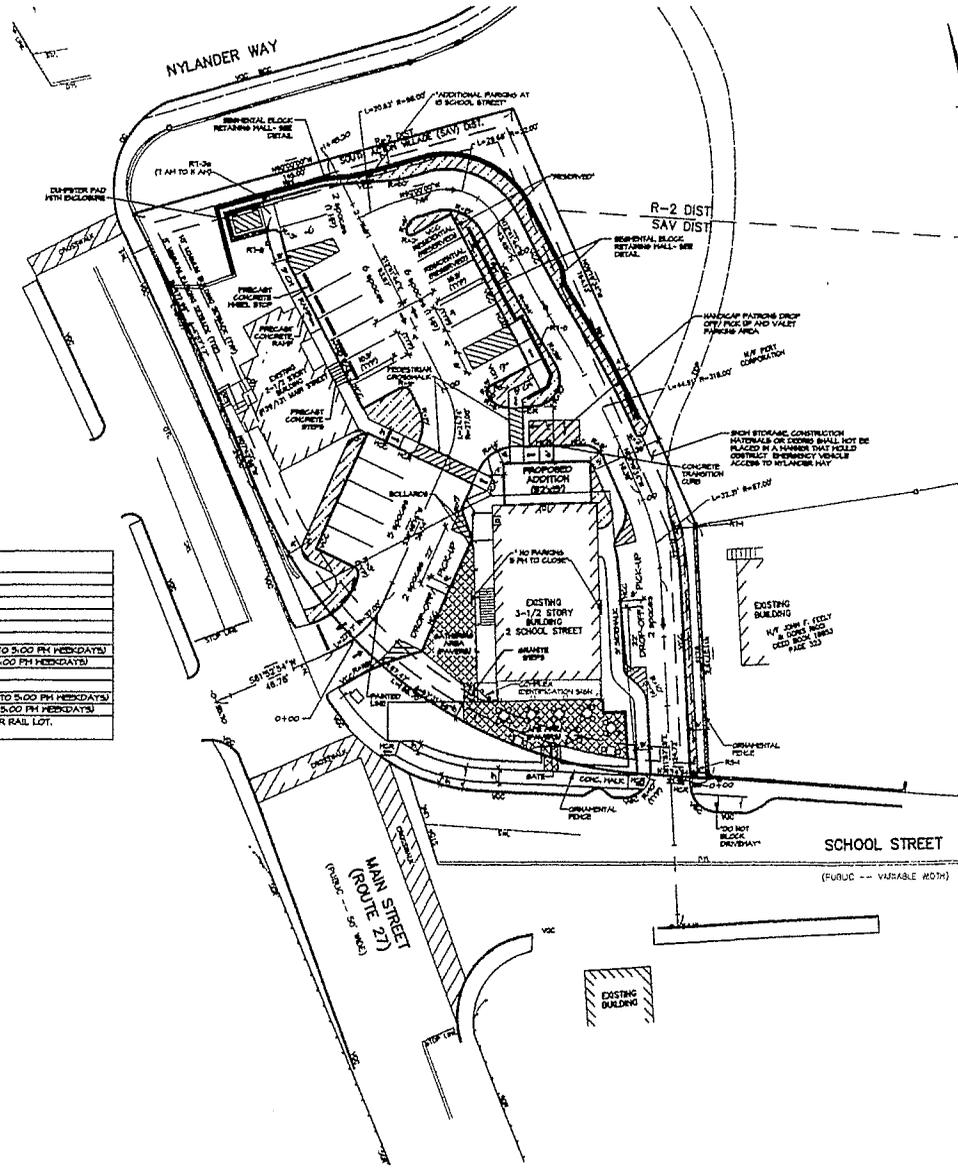
KEY

SNOW STORAGE AREAS

SIGN SUMMARY TABLE

SIGN CODE	SIGN SIZE	USE / MESSAGE / MESSAGE
RT-1	12" x 18"	LEFT TURN ONLY
RT-2	12" x 18"	RIGHT TURN ONLY
RT-3	12" x 18"	NO TURN
RT-4	12" x 18"	NO PARKING ANYTIME
RT-5	12" x 18"	NO PARKING 6:00 AM TO 4:00 PM (UNLESS OTHERWISE NOTED)
RT-6	12" x 18"	NO PARKING 12" x 18"
RT-7	12" x 18"	NO PARKING 12" x 18"
RT-8	12" x 18"	NO PARKING 12" x 18"
RT-9	12" x 18"	NO PARKING 12" x 18"
RT-10	12" x 18"	NO PARKING 12" x 18"
RT-11	12" x 18"	NO PARKING 12" x 18"
RT-12	12" x 18"	NO PARKING 12" x 18"
RT-13	12" x 18"	NO PARKING 12" x 18"
RT-14	12" x 18"	NO PARKING 12" x 18"
RT-15	12" x 18"	NO PARKING 12" x 18"
RT-16	12" x 18"	NO PARKING 12" x 18"
RT-17	12" x 18"	NO PARKING 12" x 18"
RT-18	12" x 18"	NO PARKING 12" x 18"
RT-19	12" x 18"	NO PARKING 12" x 18"
RT-20	12" x 18"	NO PARKING 12" x 18"
RT-21	12" x 18"	NO PARKING 12" x 18"
RT-22	12" x 18"	NO PARKING 12" x 18"
RT-23	12" x 18"	NO PARKING 12" x 18"
RT-24	12" x 18"	NO PARKING 12" x 18"
RT-25	12" x 18"	NO PARKING 12" x 18"
RT-26	12" x 18"	NO PARKING 12" x 18"
RT-27	12" x 18"	NO PARKING 12" x 18"
RT-28	12" x 18"	NO PARKING 12" x 18"
RT-29	12" x 18"	NO PARKING 12" x 18"
RT-30	12" x 18"	NO PARKING 12" x 18"
RT-31	12" x 18"	NO PARKING 12" x 18"
RT-32	12" x 18"	NO PARKING 12" x 18"
RT-33	12" x 18"	NO PARKING 12" x 18"
RT-34	12" x 18"	NO PARKING 12" x 18"
RT-35	12" x 18"	NO PARKING 12" x 18"
RT-36	12" x 18"	NO PARKING 12" x 18"
RT-37	12" x 18"	NO PARKING 12" x 18"
RT-38	12" x 18"	NO PARKING 12" x 18"
RT-39	12" x 18"	NO PARKING 12" x 18"
RT-40	12" x 18"	NO PARKING 12" x 18"
RT-41	12" x 18"	NO PARKING 12" x 18"
RT-42	12" x 18"	NO PARKING 12" x 18"
RT-43	12" x 18"	NO PARKING 12" x 18"
RT-44	12" x 18"	NO PARKING 12" x 18"
RT-45	12" x 18"	NO PARKING 12" x 18"
RT-46	12" x 18"	NO PARKING 12" x 18"
RT-47	12" x 18"	NO PARKING 12" x 18"
RT-48	12" x 18"	NO PARKING 12" x 18"
RT-49	12" x 18"	NO PARKING 12" x 18"
RT-50	12" x 18"	NO PARKING 12" x 18"

• MOUNT RT-201 BELOW RT-20 ON SIGN POST WITH PANELS FACING SAME DIRECTION.
 • MOUNT RT-201 BELOW RT-1 ON SIGN POST WITH PANELS FACING SAME DIRECTION.



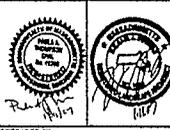
SITE PLAN SPECIAL PERMIT
 APPROVED
 ACTON
 BOARD OF SELECTMEN

A MAJORITY OF THE BOARD

DATE: _____

THIS DOCUMENT, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF WATERMAN DESIGN ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND AREA COVERED BY THIS PROJECT. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WATERMAN DESIGN ASSOCIATES, INC.

REV.	DATE	DESCRIPTION	BY
D	01/11/01	TOWN REVIEW COMMENTS	
C	10/26/00	TOWN REVIEW COMMENTS	
B	09/27/00	UTILITY REVIEW	
A	08/11/00	SOIL EXPLORATION (PROPOSED)	



PREPARED BY:

WATERMAN DESIGN ASSOCIATES, INC.
 31 East Main Street
 Westborough, MA 01581
 508.366.1133
 508.366.4304 (fax)
 www.watermaddesign.com watermaddesign.com

OWNER:

MAIN STREET ACTON CORPORATION & BLUEBIRD REALTY TRUST
 2 School Street
 Acton, MA

APPLICANT:

BLUEBIRD REALTY TRUST
 2 School Street
 Acton, MA

TITLE:

**LAYOUT & MATERIALS PLAN
 EXCHANGE HALL**
 Acton, MA
 (Middlesex County)

SITE PLAN SPECIAL PERMIT

DATE:	01/08	SCALE:	1" = 20'
JOB NO.:	01781	DRAWN BY:	
FILE NO.:	01782	CHECKED BY:	
DRAWING NO.:	01782D	DATE:	

