

PRESERVATION RESTRICTION AGREEMENT

between

THE TOWN OF ACTON

and

THE WEST ACTON BAPTIST CHURCH

THIS PRESERVATION RESTRICTION AGREEMENT (this "Restriction") is made as of this ____ day of _____2016, by and between THE WEST ACTON BAPTIST CHURCH (WABC), having an address of 592 Massachusetts Avenue, Acton, MA 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 592 Massachusetts Avenue, Acton, MA 01720 in the Town of Acton, Middlesex County, Massachusetts and identified on the Town of Acton Tax Assessor's map as parcel #F2A-101 (hereinafter the "Premises") described on Exhibit A attached hereto and incorporated herein, being the same premises conveyed to Grantor in a deed dated December 20, 1955, from Donald Feltus, Eugene Hall, Harry Holt, Benjamin Smith and Edward Bailey, as Deacons of the West Acton Baptist Church, to Grantor recorded in the Middlesex South Registry of Deeds (the "Registry") in Book 8636, Page 492 (the "Deed").

WHEREAS, the Premises is located in the West Acton Local Historic District and includes a three story building originally constructed in 1854 that has been in continuous use as a church since 1854, and also as the Acton Cooperative School (an independent pre-school) since 1956, as well as public school classrooms, a town youth center, a town senior center, and a community meeting and performance center (the "Building").

WHEREAS, the Premises are currently used by the Grantor as a church building hosting two congregations (WABC and Igreja Baptista Renovada de Acton), the Acton Cooperative School (an independent pre-school), and a community meeting and performance center.

WHEREAS, the Premises and the Building 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 (attached hereto as Exhibit B);
- C) Acton GIS/Assessor's map showing the Premises (attached hereto as Exhibit C);
- 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 D); and
- E) Grantor's Project Application Form dated November 26, 2012 on file with the Town of Acton Planning Board and consisting of a Community Preservation Committee grant application, narrative, and attachments (attached hereto as Exhibit E).
- F) The inventory form on file with the Massachusetts Historical Commission ("MHC") with respect to the Premises is attached hereto as Exhibit F.

All of the foregoing Baseline Documentation is on file with the Planning Department of the Town.

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.

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 in accordance with the terms hereof.

1. Purpose. It is the purpose of this Restriction to protect there public investment in the restoration and preservation of the historically significant Building by ensuring that the exterior architectural, historic, and cultural features of the Building as well as the bas relief pressed steel ceiling of the main sanctuary (the "Main Sanctuary Ceiling") 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 or the Main Sanctuary Ceiling 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 or the Main Sanctuary Ceiling 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 G 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 and the Main Sanctuary Ceiling 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;
- (c) No above ground utility transmission lines, except those reasonably customary and necessary for the 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 and placement of additional buildings on the Premises, and any changes to the Main Sanctuary Ceiling, 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, changes and alterations listed as "Minor" in the Restriction Guidelines attached hereto as Exhibit H which are considered part of ordinary maintenance and repair to the exterior of the Building and the Premises may be made by Grantor without the Town's approval.

(c) In addition to the foregoing, any work and improvements on the Building or the Premises, including the erection of any external signs or external advertisements, shall be subject to the Massachusetts Building Code, all zoning by-laws now or hereafter existing **and** approval of the Town of Acton Historic District Commission.

(d) 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 sixty (60) 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.

5. Conditional Rights Requiring Approval of the Massachusetts Historical Commission. The conduct of archeological activities, including without limitation survey, excavation and artifact retrieval, may occur on the Premises 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 and (ii) the characteristics that contribute to the architectural, archeological, or historical integrity of the exterior of the Building and (iii) the Main Sanctuary Ceiling.

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 thirty (30) 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 and an engineer 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 and the Main Sanctuary Ceiling (or the damaged or destroyed portions thereof); and
- (b) a detailed description of the repair and restoration work necessary to return the exterior of the Building and the Main Sanctuary Ceiling 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, in its sole discretion, 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 thirty (30) 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(b) of this Restriction. If the Town determines, in its sole 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 interest at the rate of seven percent (7%) 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. 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, 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.

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 except for a standard deductible. 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. From time to time during the Term of this Restriction, the Town may request from Grantor, and Grantor shall promptly provide, a certificate of insurance evidencing its compliance with this Section 10. 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 seven percent (7%) 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:
The West Acton Baptist Church
592 Massachusetts Avenue
Acton, MA 01720

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

with a copy to:
Pastor, West Acton Baptist Church and
Moderator, West Acton Baptist Church
592 Massachusetts Avenue
Acton, MA 01720

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

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

13. Town of Acton Historical Commission. The Town may consult with the Town of Acton Historical Commission on any discretionary right or approval held by the Town under this Restriction.

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 terms 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 of the Massachusetts Historical Commission (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 matter set forth on Exhibit I attached hereto. Grantor represents and warrants that it

has obtained the consent of all existing mortgages 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 charitable corporation or trust that is a charitable corporation or trust qualified under M.G.L. Chapter 184, §32, whose purposes include preservation of buildings or sites of historical significance”, provided that any such conveyance, assignment or transfer requires that the purpose for which the Restriction was granted will continue to be carried out. The Town’s rights under this Section 19, include, without limitation, the right, pursuant to M.G.L. c. 40, §8D, to delegate to the Acton Historical Commission the authority to administer this Restriction on behalf of the Town, which delegation may be revoked by the Town at any time in its discretion.

20. Recording. Grantor shall do and perform at its own cost all acts necessary for the prompt recording or filing 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, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Town under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Premises and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private increment to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Registry of Deeds. Nothing in this paragraph shall require Grantor or Town to agree to any amendment or to consult or negotiate regarding any amendment.

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: WEST ACTON BAPTIST CHURCH

BY: _____

Name: Nancy Hoover

Title: Moderator

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

ON THIS ____ DAY OF _____, 2016, before me, the undersigned notary public, personally appeared Nancy Hoover, provided 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 this stated purpose as Moderator of the West Acton Baptist Church.

Notary Public

My Commission Expires:

APPROVAL AND ACCEPTANCE BY TOWN OF ACTON BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Acton, Commonwealth of Massachusetts, hereby certify that at a meeting duly held on _____, _____, 2016, said Board voted to approve and accept the foregoing Preservation Restriction.

TOWN: TOWN OF ACTON
By its Board of Selectmen

Katie Green, Chair

Peter J. Berry, Clerk

Janet K. Adachi, Member

Frances J. Osman, Member

Chingsung Chang, Member

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, ____, before me, the undersigned notary public, personally appeared Katie Green, Chair 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/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, ____, before me, the undersigned notary public, personally appeared Peter J. Berry, Clerk 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/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared Janet 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 he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared Frances J. Osman, 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/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared Chingsung Chang, 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/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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 _____, 20____, 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

The land in that part of said Acton known as West Acton, with the buildings thereon, bounded as follows: Easterly by Central Street; Northerly by Massachusetts Avenue; Westerly by land of one Stevenson; and Southerly by land formerly of Tasker and now of Flora Beach.

For our title see deed from Asa Wilbur to James M. Brown, et al., Deacons of the Baptist Church in Acton dated September 5, 1846, recorded with Middlesex South District Deeds, Book 493, Page 128.

Also the land in the westerly part of said Acton, with the buildings thereon, bounded and described as follows: Beginning at the stake and stones at the Southwesterly corner of the premises on the old road leading from West Acton to Stow, and at land now or formerly of George Hager; thence running Northerly by said Hager land about forty-six (46) feet to a stone bound; thence Northerly by said Hager land about seventy-four (74) feet to the County road; thence S. 71 degrees 17 minutes E. one hundred forty-six and $\frac{3}{4}$ (146 $\frac{3}{4}$) feet on said County road to the junction of said County and Stow Roads; thence S. 65 degrees 46 minutes W. on said Stow road one hundred and forty-nine and $\frac{1}{4}$ (149 $\frac{1}{4}$) feet to the point of beginning. Containing about eighty-five hundred (8500) feet of land, more or less.

Being the same premises conveyed by Delette H. Hall to Enock Hall et al., Deacons of the Baptist Church in West Acton, dated November 13, 1881, recorded with said Deeds, Book 1590, 596.

Source: Middlesex South Registry of Deeds, Book 8636, Page 492, recorded December, 20, 1955.

EXHIBIT B

1955 Deed citing Deeds of 1846 and 1881

Deed of Ownership of the West Acton Baptist Church properties
By the West Acton Baptist Church, Inc.

Bk 8636 Pa 492

We, Donald O, Feltus, Eugene L. Hall, Harry S. Holt, H. Benjamin Smith (also known as H. B. Smith, and Edward Bailey, as Deacons of the West Acton Baptist Church,
Dec 20 –55 AM

Of Acton, Middlesex County, Massachusetts for consideration paid grant to The West Acton Baptist Church, a corporation established under the laws of the Commonwealth of Massachusetts and having a principal place of business in said Acton,

With warranty commentate

The land in that part of said Acton known as West Acton, with the buildings thereon, bounded as follows: (Description and encumbrances if any) Easterly by Central Street; Northerly by Massachusetts Avenue; Westerly by land of one Stevenson; and Southerly by land formerly of Tasker and now of Flora Beach.

For our title see deed from Asa Wilbur to James E. Brown, et al. Deacons of the Baptist Church in Acton dated September 5, 1846, recorded with Middlesex South District Deeds, Book 493, Page 128.

Also the land in the westerly part of said Acton, with the buildings thereon, bounded and described as follows: Beginning at the stake and stones at the Southwesterly corner of the premises of the old road leading from West Acton to Stow, and at land now or formerly of George Hager; thence running Northerly by said Hager land about forty-six (46) feet to a stone bound; thence Northerly by said Hager land about seventy-four (74) feet to the County road; thence S. 71° 17' E one hundred forty-six and $\frac{3}{4}$ (148 $\frac{3}{4}$) feet on said County road to the junction or said County and Stow Roads; thence S. 65° 46' W. on said Stow road one hundred and forty-nine and $\frac{1}{4}$ (149- $\frac{1}{4}$) feet to the point of beginning. Containing about eight-five hundred *8500) feet of land, more or less.

Having the same premises conveyed by Delette H. Hall to Enock Hall et al. Deacons of the Baptist Church in West Acton, dated November 13, 1881, recorded with said Deeds, Book 1590, 396.

EXHIBIT B

Deed

1955 Deed citing Deeds of 1846 and 1881

Hx 8636 Pg 492

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We, ^LDonald Feltus, ^LEugene Hall, ^SHarry Holt, ^SH. Benjamin Smith, ^Sand Edward Bailey, as Deacons of the West Acton Baptist Church,

also known as B. Smith,

DEC 20 11 AM 08:24 COSRE***0.0

of Acton, Middlesex County, Massachusetts

do hereby covenant for consideration paid, grant to The West Acton Baptist Church, a corporation established under the laws of the Commonwealth of Massachusetts and having a principal place of business in said Acton,

XXXX

with warranty covenants

the land in that part of said Acton known as West Acton, with the buildings

thereon, bounded as follows: ^(Description and encumbrances, if any) Easterly by Central Street; Northerly by Massachusetts Avenue; Westerly by land of one Stevenson; and Southerly by land formerly of Tasker and now of Flora Beach.

For our title see deed from Asa Wilbur to James M. Brown et al., Deacons of the Baptist Church in Acton dated September 5, 1846, recorded with Middlesex South District Deeds, Book 423, Page 128.

Also the land in the westerly part of said Acton, with the buildings thereon, bounded and described as follows: Beginning at a stake and stone at the Southwesterly corner of the premises on the old road leading from West Acton to Stow, and at land now or formerly of George Hager; thence running Northerly by said Hager land about forty-six (46) feet to a stone bound; thence Northerly by said Hager land about seventy-four (74) feet to the County road; thence S. 71° 17' E. one hundred forty-six and 3/4 (146 3/4) feet on said County road to the junction of said County and Stow Roads; thence S. 65° 46' W. on said Stow road one hundred and forty-nine and 1/4 (149 1/4) feet to the point of beginning. Containing about eighty-five hundred (8500) feet of land, more or less.

Being the same premises conveyed by Delette H. Hall to Amos Hall et al., Deacons of the Baptist Church in West Acton, dated November 12, 1881, recorded with said Deeds, Book 1590, Page 396.

transcribed per request of MHC

Deed(2nd of 3 pages)

Deed (2nd of 3 pages)

Bk 8636 Pg 494

At a meeting of the parish of the West Acton Baptist Church, duly called, it was

Voted:

That the Deacons, Donald O. Feltus (list names), Eugene L. Hall, Harry F. Holt, H. Benjamin Smith, Edward R. Bailey be authorized to sign, execute, and deliver a deed to all real estate now standing in their name to The West Acton Baptist Church, a Corporation.

The above motion was carried.

Minetta D. Lee, Clerk of the Parish

Then personally appeared the above named Minetta D. Lee and made oath that the above is a true copy taken from the records of a meeting of the Parish held December 14, 1955.

Harlow E. Tuttle, Notary Public
My Copy Expires March 2, 1956.

At a meeting of the parish of the West Acton Baptist Church, duly called, it was

Voted:

That the Deacons, ^{O.} Donald ^{Fellus} (list names) ^{E.} Eugene Hall Harry Holt
H. Benjamin Smith ^{R.} Edward Bailey be authorized to sign, execute, and deliver a deed to all real estate now standing in their names to the West Acton Baptist Church, a Corporation.

The above motion was carried.

Minetta D. Lee

Clerk of the Parish.

Then personally appeared the above named Minetta D. Lee and made oath that the above is a true copy taken from the records of a meeting of the Parish held Dec 14, 1955.

Harlow E. Tuttle

Notary Public.



My Comm. Expires March 2, 1956.

EXHIBIT C

GIS/Assessor's Map

Town of Acton, Massachusetts
Geographic Information System

INCORPORATED 1785
ACTON

PROPERTY VIEWER | INTERACTIVE MAP | STREET PHOTOS | Map Size | Print | E-mail | New Search

Scale 1" = 62 ft

61.6 ft

86 587

MASSACHUSETTS AVENUE

100 101 592

CENTRAL STREET

578 271-272

116 274

272

Property ID **F2A-101**
Location **592 MASS AV**

Owner Address **596-598 MASS AVE**
Owner City **ACTON**
Parcel Size (Acres) **0.30**
Style **Churches**
Building Value **\$1,143,400.00**
Land Value **\$244,500.00**
Total Value **\$1,387,900.00**
Zoning **WAV**
Land Use Code **9060**
Last Sale Date **4/26/1956**
Last Sale Price **\$0.00**
Deed Book
Deed Page

EXHIBIT D

Photographs of Buildings

	Section, Orientation, and Location	Window #	Page
1	1854 church building, north end, front entrance on Massachusetts Avenue, 3 windows.		1
2	Stained glass windows, north end	1-3	1
3	1854 church building, west side, with 1898 addition (center), and 1955 education wing (right), 5 windows.		2
4	1854 church building, west side, 4 stained glass windows.	4-7	2
5	1854 church building, west side, 1 first floor window.	8	2
5	1898 addition, west side, kitchen & bathrooms extension, 6 windows		3
6	1898 addition, 2 first floor windows, north side.	9 & 10	3
7	1898 addition, 2 first floor windows, west side.	11 & 12	3
8	1898 addition, west side, 1 second level window.	13	3
9	1898 addition, west side, 1 top level window.	14	3
10	1955 education wing, southwest corner, 7 windows.		4
11	1955 education wing, west side, second level, 1 window.	15	4
12	1955 education wing, southwest corner, 2 top level windows.	16 & 17	4
13	1955 education wing, southwest corner, 2 second level windows.	18 & 19	4
14	1955 education wing, southwest corner, 2 ground level windows.	20 & 21	4
15	1955 education wing, south end, 24 windows		5
16	1955 education wing, south end, 8 top floor windows.	22-29	5
17	1955 education wing, south end, 8 middle floor windows.	30-37	5
18	1955 education wing, south end, 8 ground floor windows.	38-45	5
19	1955 education wing, east side, 15 windows.		6
20	1955 education wing, east side, 5 top floor windows.	46-50	6
21	1955 education wing, east side, 5 middle floor windows.	51-55	6
22	1955 education wing, east side, 5 ground floor windows.	56-60	6
23	1955 education wing, north side, Central Street entrance, 4 windows.	61-64	7
24	1854 church building, east side, 7 windows.		8
25	WAC 1854 church building, east side, 4 stained glass windows	65-68	8
26	1854 church building, east side, 3 first floor windows	69-71	8



Church building, north end, front entrance on Massachusetts Avenue, windows 1,2 & 3



1



2



3



1854 church building (left), west side, with 1898 addition (center), and 1955 education wing (right).



4

5

6

7



8



1898 addition, west side, kitchen & bathrooms extension, 5 windows (9 & 10, 11 & 12; 13 (2nd level) and 14 (top)).



9 & 10



11



12



13



14



15

1955 education wing, southwest corner, windows 15-21 (left, then top to bottom)



15



16 & 17 (top)



18 & 19 (middle)



20 & 21 (bottom)



WABC education wing, south end: top floor windows 22-29, middle floor windows 30-73. ground floor 38-45.



22



23, 24, 25



26, 27, 28



29



30



31, 32, 33



34, 35, 36



37



38



39, 40, 41



42, 43, 44



45



1955 education wing, east side: top floor windows 46-50, middle floor 51-55, ground floor 56-60.



46

47

48

49

50



51

52

53

54

55



56

57

58

59

60 (obscured)

60 (obscured)



1955 education wing, north side, Central Street entrance.



61 (top)



62 (landing)



63 (middle)



64 (ground, obscured)



1854 church building, east side, 7 windows.



65



66



67



68



69



70



71

EXHIBIT E

Grantor's Project Application Form

PROJECT APPLICATION FORM – 2013

Applicant: West Acton Baptist Church **Submission**
Date: November 26, 2012

Applicant's Address, Phone Number and Email **Purpose: (Please select all that apply)**
592 Massachusetts Avenue Open Space
Acton, MA 01720 Community Housing
978-263-5902 Historic Preservation
wabcadmin@verizon.net Nancy Dodge, Administrative Assistant Recreation

Town Committee (if applicable): Community Preservation Committee

Project Name: Belfry Restoration

Project Location/Address: 592 Massachusetts Avenue, Acton, MA 01720

Amount Requested: \$ 20,625

Project Summary: In the space below, provide a brief summary of the project.

The West Acton Baptist Church, built in 1854, is a historic landmark in the community, with a long history of availability and service to the Town of Acton. The exterior of the building features beautiful period detail and stained glass windows topped by a belfry and gold dome which replaced the original steeple. Our belfry stands as a beacon at one end of the West Acton Village, and is such a meaningful part of the village that a neighbor wrote a poem about it (attached). The bell itself, cast in Boston in 1854 by a former apprentice of Paul Revere, is of significant historical value.

However, the wood of the belfry's interior structure is so damaged by water that, according to Edward Mullen of Bluefin Building and Design, LLC, it must be restored and the rotted wood replaced as soon as possible. Until that is done, he advised, the bell should not be rung. The floor supporting the bell is soft to step on and also appears to have dropped, and the underside of the floor shows water damage. A bucket is under it to catch the leak for now. Delay in restoring the belfry also risks further damage to the tin ceiling of the sanctuary, a ceiling unique not only in West Acton but among all the churches in Acton.

Consistent with the Town of Acton's Community Preservation Plan, we seek funds of approximately

\$ 20,625, including 25% contingencies, to help us restore the interior of the church belfry, 10% of which we will provide. To date we have obtained one itemized estimate from Bluefin Building and Design, LLC, for this work. In early 2013, closer to the date of actual construction, we will

seek three detailed bids from contractors who are qualified and experienced in historical restoration work.

We will also contact the Historical District Commission for their advice and consent in the very near future, in case it might be needed. We will seek their support for this project.

Estimated Date for Commencement of Project: May 1, 2013

Estimated Date for Completion of Project: October 1, 2013

Narrative

Background

The golden domed belfry of the West Acton Baptist Church signifies one's entrance into the western edge of West Acton Village, and is essential to its appearance as a New England Village with a rich centuries old history. Townspeople have long appreciated, and perhaps take for granted, the beautiful white West Acton Baptist Church with its lovely gold dome. (The gold dome is younger than the rest of the church, added after 1934 to replace the original steeple.) At least one shopkeeper so loved looking at the church, that he wrote a poem about it (attached). Most of us, even current church members, did not realize how historic the bell itself is.

The bell was cast by Henry N. Hooper the same year the West Acton Baptist Church was built, in 1854 (see attached). It is made of bronze and has an excellent tone and sound that resounds throughout the village of West Acton when it is rung. We propose that the Town of Acton join in preserving and restoring the belfry that houses this extraordinary church bell so that we all can enjoy once again its lovely tones.

Project Description, and Benefits to the Town of Acton and its Citizens

The WABC belfry has multiple layers. (see photographs). The very top is a dome that is covered in gold leaf, applied again most recently through the generosity of a donor over 20 years ago. Just below the gold dome is the housing for the 1854 bell. This second layer of the belfry is open to the elements through 4 screened windows. Openness to the elements is essential or else the tolling of the bell would be seriously muffled.

The bell is rung in the old fashioned way by pulling on a rope that extends through the multiple layers of the belfry, into the balcony area at the back of the sanctuary, the part of the church over the entrance onto Massachusetts Avenue.

Water entering the belfry area falls eventually onto the belfry flooring which was designed to direct the water flow off the floor to holes on all 4 sides and thus outside the belfry. The belfry flooring itself was supposed to be waterproof but has failed – allowing water to penetrate into the

interior below. The flooring directly under the bell assembly as well as the entire exterior of the belfry, especially its joints with the roof, must be impervious to water to prevent leaking into the church interior, in particular risking damage to the tin ceiling and plaster walls that are now also in serious need of restoration.

Over the years the flooring under the bell assembly has been periodically, almost annually, caulked and otherwise treated in attempts to keep it “waterproof.” But the original materials have simply worn out over the past decades, and usual maintenance methods have proved inadequate to prevent seepage of some water. Over time parts of the flooring have rotted and sunken (see photographs), as revealed in a recent examination of the larger church restoration needs. The underside of this belfry structure can be seen to be water-stained in places, and there is a slow drip into a bucket below. There may be some insect damage to a part of the structure as well, which can only be determined by more careful examination in the process of restoration.

Due to the compromised nature of the structure, we were advised not to ring the bell until restoration is accomplished, as this could result in a calamity.

Thus a basic restoration is necessary to save this extraordinary historic belfry.

Timeline and Scope of Project

Ed Mullen of Bluefin LLC has suggested a procedure to replace the flooring supporting the bell and its assembly. First, raise the bell with block and tackle. Next, remove all damaged and rotten wood. Third, install new wood with a waterproof surface and proper drainage. Modern materials will be chosen than will serve the function of being impervious to the rain and other water sources that by the nature of the open air structure, will be continually entering this part of the belfry. Then install a new base for the bell, and finally reinstall the bell. If the exterior appearance of the belfry is affected in any way, the Acton Historical District Commission will be contacted.

WABC Plans for Funding Restoration Work

West Acton Baptist Church understands it will be our responsibility to:

- 1) pay for 10% of total project costs, and
- 2) raise funds for the initial outlays for restoration work, since the Town of Acton Community Preservation Grants are paid as reimbursements for payments already made, according to the terms of the grant.

For the initial funding of the belfry restoration work, we have confirmed with Middlesex Bank that the bank is willing to grant us a line of credit with the Town Meeting approval of a CPC grant as the primary collateral. Our plan to raise WABC's 10% of the estimated \$20,625 includes special fund-raising drives to appeal to both our membership and townspeople interested in historic preservation.

Given the unique character of a 1854 bell and church, and the bell's direct connection to Paul Revere, we think interested individuals could be found, especially if the Town of Acton lends its support through the CPC grant.

As a non-profit, all lay volunteer organization, West Acton Baptist Church operates on a limited budget that does not allow for undertaking significant restoration and rehabilitation work, in spite of the fact that aging buildings bring ever-increasing costs. West Acton Baptist Church is prepared to cover 10% of the estimated cost of this project by reserving available funds, fund-raising events, and congregational contributions.

Urgency and Priority

Restoration of the Belfry is the most urgent and therefore of highest priority. However, the Master Plan is essential before further restoration work can be done. The sooner the additional phases of the overall West Acton Baptist Church restoration project are completed, the sooner the building will be suitable and available for expanded uses by the larger community.

Attachments

Bluefin Itemized Estimate for Belfry Restoration (1 page)

Table: History of WABC Availability and Service to the Town of Acton, with Possible Future Community Uses (2 pages)

Poem: "The Church with the Golden Dome," by Edmund Delaney Roach (1989) (1 page)

Blueprint Showing Side View of West Acton Baptist Church (1 page)

Map: West Acton Baptist Church in the center of the West Acton Historic District (1 page)

Photos & information: The bell, its supporting floor, and the underside of the supporting floor. (3 pgs)

Deed: West Acton Baptist Church properties owned by West Acton Baptist Church, Inc. (3 pgs)

Map: Part of Tax Assessor's Map of West Acton, centered on the WABC (1 page)

ATTACHMENTS



537 Massachusetts Avenue
Acton MA 01720

Appendix A

Estimate

Date	Estimate #
11/14/2012	781

Name / Address
West Acton Baptist Church

			Project
Description	Qty	Rate	Total
Restoration work for West Acton Baptist Church		0.00	0.00
Remove Bell, raise with block and tackle		3,500.00	3,500.00
Remove existing roof		1,500.00	1,500.00
Remove all damaged, and rotten wood		1,200.00	1,200.00
New wood installed		1,500.00	1,500.00
EPDM roof installed		3,500.00	3,500.00
PVC trim used to replace all trim		1,200.00	1,200.00
New base installed for bell		1,000.00	1,000.00
Reinstall bell		500.00	500.00
Dumpster rental		650.00	650.00
Manlift rental		1,500.00	1,500.00
Police detail		450.00	450.00
Total			\$16,500.00

Phone #
978-375-1143

Fax #

History of WABC Availability and Service to Acton with Possible Future Community Uses

The West Acton Baptist Church is a historic landmark in the community, with a long history of availability and service to the Town of Acton. After restoration, we seek to expand the community uses of our handicapped-accessible church building.

(key: S = Sanctuary, F = Fellowship Hall, E = Education Wing, L = Library)

Locations & Dates	Historical Community Uses	Possible Future Community Uses
S October 2011	Photography slide show on the theme of “Darkness to Light,” by amateur photographer Rev. Jeffrey Long Middleton.	Painting and photography shows, hanging or in other visual media.
S March 2010	Community-wide talent show with 14 acts by people aged 5-86. (The choir and pulpit areas, with moveable furniture, are designed to be adapted for different uses.)	Talent shows, gymnastic and dance exhibits...
S March 2004 March 11, 2005 & Sept 23, 2004 Feb 21, 2004 Mar 9, 2002 October 1991	Musical performances (recent years only): <ul style="list-style-type: none"> • Billy & Guy – vocal & instrumental • Phil Argiris & Wendy Nottenham (instrumental group) • Firehouse Band • Covenant Players • Organ Recital – Charles King • Katherine Geller, soloist 	Dances, auditions and rehearsals for musical concerts, paid performances open to the public.
S On-going	Ecumenical Services <ul style="list-style-type: none"> • Interfaith Thanksgiving service • Christmas Eve Candles and Carols • Maundy Thursday (The Last Supper) • Good Friday community services • Community Holiday Sing • Annual State-Wide Ecumenical Choir rehearsal (3rd Saturday in October) 	All are annual events that will continue. Cherished by many West Acton area residents. Led by many local pastors
S, F 1990’s-Present	Community interest group meetings and open forum regarding overrides, and other such meetings, have continued here through the years. The Acton Forum met here several times in the past few years.	Community meetings as needed; political and educational lectures, debates, and forums (<i>a la</i> Ralph Waldo Emerson) are possible expanded uses for both the sanctuary and the fellowship hall, depending on audience size.
S, F 2005 - present	A Brazilian congregation shares our worship space on Wednesdays and Sundays and uses our fellowship hall for dinners and special events.	Igreja Batista Renovada de Acton expects to remain and continue both its own worship and shared services and functions with WABC.
E 1957 (a historical note; no restoration proposed)	A significant population increase occurred in Acton. The existing school system was unable to house all students. The church opened its newly-built education wing to provide class-room space for the growing student population and a Community Cooperative School.	Fifty-five years later, the educational wing is still home to the Acton Cooperative School – the building is alive on weekday mornings with the sound and songs of preschoolers. The school has significantly invested in its space and expects to remain for the foreseeable future.
F 1970’s – 1990’s	WABC hosted a Boy Scout troop with leadership provided by church members.	Scouts would again be welcome, should they need the space.

<p>F 1980 - 1994</p>	<p>Fellowship hall was the site for Senior Citizens' lunches and programs for several years before construction of the senior center.</p>	<p>A senior day care program might be possible, adjacent to the preschool, to their mutual benefit in stimulation and story-telling.</p>
<p>F 1964 – 1970</p>	<p>During the pastorate of the Rev. David Hirano, a coffee house for teenagers was opened at the church during evening hours. It proved so popular a “place to go” for young people that it led to the establishment of a youth center which later became incorporated and relocated at a facility of its own. With seminarians from Andover Newton leading the senior and junior high youth and under the guidance of Rev. Hirano the social and spiritual nurture of teenagers was addressed.</p> <p>The Acton Jaycees honored Rev. Hirano in January 1968, with the presentation of the Distinguished Service Award. Rev. Hirano was the chairman of B.A.C.K Inc., a group that sponsored the newly established teen center.</p>	<p>With perhaps a more flexible and adjustable lighting and sound system, another coffee house might even attract the grown-up generation of those same youth—along with their children and grandchildren. Not to compete with the fine musical offerings of the Acton Jazz Café, this coffee house might host poetry and author readings, murder mystery meals, comedy shows, and similar entertainments.</p>
<p>L 1988-2003</p>	<p>A Single Parents group formed and met for 15 years – until their children grew up.</p>	<p>We will continue to identify a community need and provide a service or function to meet it.</p>
<p>F Several decades</p>	<p>Six AA groups (veterans, women, & open) currently meet on Saturdays and evenings, not only in the Fellowship Hall but also in the Library (off the Fellowship Hall) and in a non-Coop School space in the Educational Wing. A women’s group provides child care in that same space, so mothers of young children can focus for that time on their own recovery. Overaters Anonymous, and Al-Anon and Alateen have also met in our building in the past.</p>	<p>The AA groups have always been welcome and will continue to be; other self-help support groups would also be welcome if they should need space to meet.</p>
<p>F March 14th & 22nd 2011 Oct 18, 2011 Nov 16, 2010 Dec 13, 2010 April 14, 2009 March 2, 2008 June 14, 2007 AM & PM</p>	<p>Specialist Presentations Slowing Down in a Hurried World Rev. Cheryl Harris Healthy Relations: Tools for Resolving Conflict Michael Landers Five Ways We Grieve – Susan Burger Male Grieving – Support follow-up Whole Health Fair – Many Local Businesses Bullying – w/ Network for Women’s Lives Healthy Eating & Living for a Healthy Brain - Dr. Nancy Emerson Lombardo</p>	<p>Several of these presenters are still available and their offerings could be repeated or followed up with sequels. More are possible, in response to perceived or identified community needs.</p>
<p>F, L 11/9/06 & 8/30/07 9/2010- 5/2011 Nov 18, 2006 2007 - 2010 Mid-1980’s Feb-June 2009</p>	<p>Other Occasional Uses: Lifeline Screening Violin Lessons – Suzuki Music School Community Craft Fair – Annette Lockery ESL every Monday Emerson Hospital Auxiliary – Made puppets for pediatric unit every 3rd Thursday Fox Moms Exercise Group</p>	<p>Flexibility is characteristic of the building’s uses.</p>
<p>Various Rooms (recent years only) Feb-Mar 2008 Oct-Nov 2008 March 2009 Oct-Nov 2009</p>	<p>6-week Workshops (Nancy Hoover, Rev. Jeffrey Long Middleton, Bob Williams, Nancy Emerson Lombardo) Reconciliation The Non-Financial Aspects of Retirement Parenting, Transitions & Stress Living with Afflictions</p>	<p>Participants were consistently about 50% community members and 50% church members. The workshop leaders are currently shepherding the church through a transition period, but later, as we identify more community needs, we would like to resume offering similar workshops.</p>

<p>L Nov 2009 - present</p>	<p>The Sharing and Caring community group, an outgrowth of the 'Living with Afflictions' series, has sponsored guest speakers which several community members have attended.</p>	<p>Sharing and Caring, part of WABC's mission to church and community members alike, will continue meeting monthly and inviting occasional guest speakers.</p>
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The Church with The Golden Dome¹

Original poem by Edmund Delaney Roche (1989)

Across from my shop stands a lovely old church,
The church with the golden dome.
Like a beacon it stands through the day in the sun,
To welcome the wayward back home.

Charisma to me is a small country town
With a white clapboard church on the Green.
A bell in the steeple, and quiet within,
As I open the doors and go in.

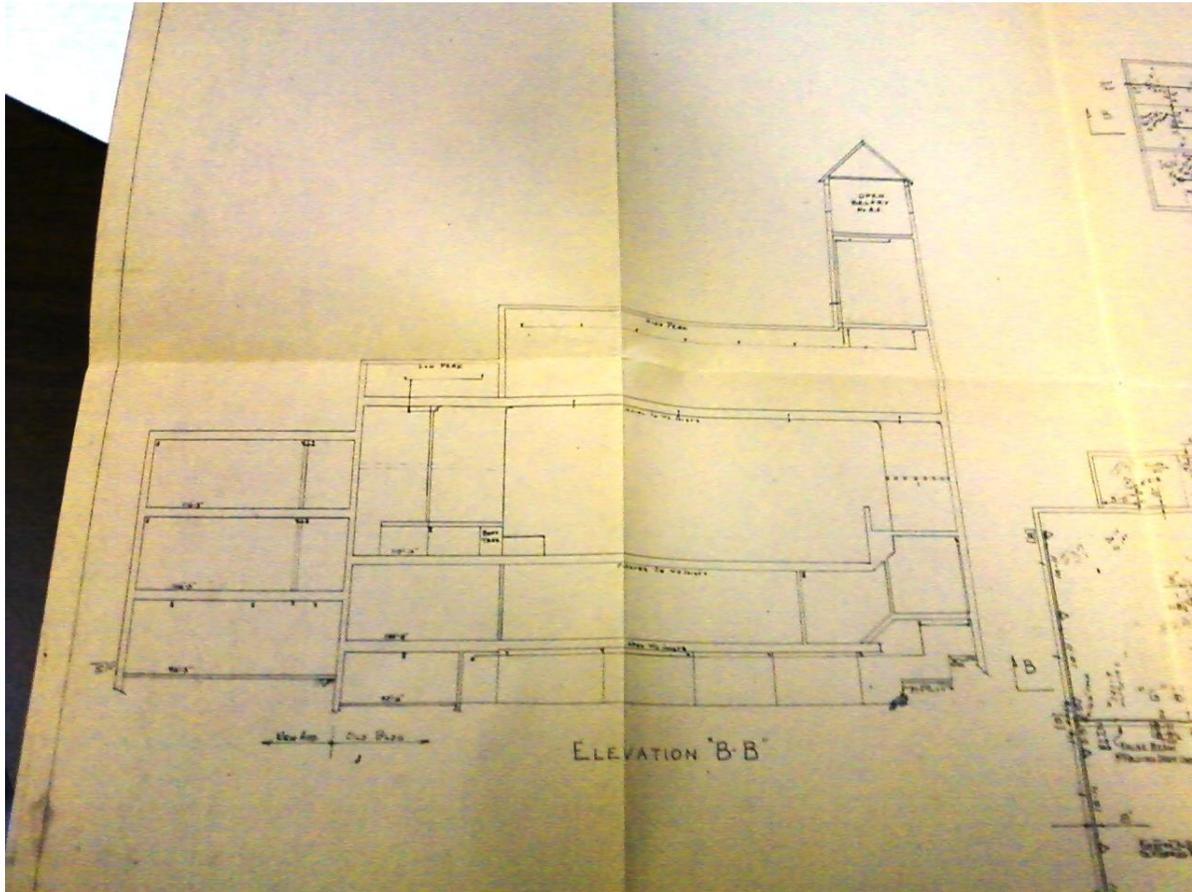
I sit in a pew thinking thoughts of the past,
The sermons on Sunday at dawn,
Of the glory of Christ rising up from the dead,
Giving hope on that first Easter morn.

Yes, hope there will be for you and for me
If we yearn not for riches on earth.
Rather bask in the peace and the love of our God,
As did Christ on the day of his birth.

These thoughts come to mind as I look 'cross the road,
At the church with the golden dome.
Like a beacon it stands through the day in the sun,
To welcome the wayward back home.

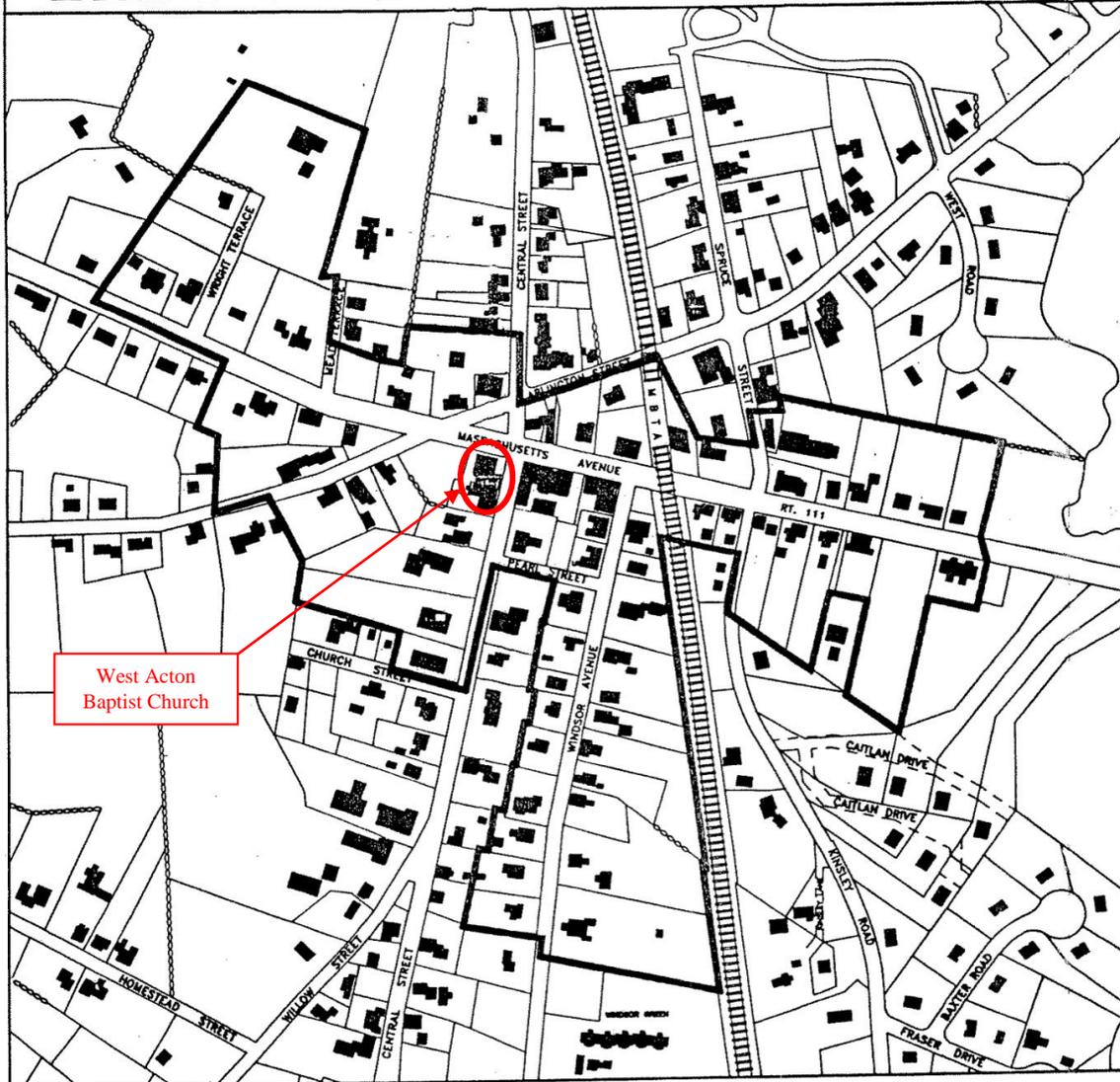
¹ Set to music by Katherine Gellar (2012) Music dedicated to Robert Peabody on the occasion of his retirement from the West Acton Baptist Church Choir

Blueprint Showing Side view of West Acton Baptist Church



Belfry at right
Original building at right center
1898 addition at left center
1956 education wing addition at the left end

West Acton Historic District



Local Historic District
Map of the
Town of Acton,
Sheet 3 - 1990
Adopted: Nov. 28, 1990
Effective:

 Buildings

 Stone Walls

 Streets

 Private Ways

 Lot Lines

 West Acton
Local
Historic
District
Boundary



Scale
1" = 350'

Town of Acton
Planning Department
1992

About the Bell in the Belfry of the West Acton Baptist Church



The man who cast the bell in the West Acton Baptist Church's bell tower is Henry Hooper (1799-1865), a notable historic figure described in Wikipedia as "a preeminent 19th century American manufacturer and merchant of decorative lighting, Civil War artillery, and bells and chimes." He cast the first life-size bronze statue in the United States. He had been an apprentice to, and thus was trained by, Paul Revere, in Revere's foundry. Hooper later purchased Revere's foundry to establish the Henry N. Hooper & Co. where he produced lamps and lighting fixtures, bells, and by 1862, artillery for the Union Army. Hooper was well known for his highly prized bells and chimes dating from 1838. His many clients included the City of San Francisco Fire Department, many churches in New England and elsewhere, and Town Halls. The Monhegan ME lighthouse bell is the subject of the Jamie Wyeth painting, "Bronze Age" and Winslow Homer sketched the Hooper foundry yard for Harper's Weekly in 1860. West Acton Baptist Church's 1854 bell predates bells cast for other larger churches in Boston, Cambridge, Providence and elsewhere.

Multiple Layers of WABC Belfry

The bell is held in place by a bell wheel assembly made of metal (the bell wheel and fittings were replaced circa 1934), which in turn rests on a flooring (see photographs, close up of bell

assembly resting on floor). This floor also serves as the “roof” over the next layer of the bell tower, which is the space immediately over the balcony end of the sanctuary, at the north end of the building over the main entrance from Massachusetts Avenue. This is the smaller section of the tin ceiling which is so central to the sanctuary’s historic uniqueness, where water damage shows from an earlier roof leak, already repaired.



This bell was cast by...



...Henry N. Hooper ...



...in 1854.

BELL SUPPORTING FLOOR



Floor is open to the outside.



The beam supporting the bell...



...rests on a failing floor.

BELFRY STRUCTURE



Underside of the floor beneath the bell, with a ladder and trap door to the bell.



Water damage to the underside.

Deed of Ownership of the West Acton Baptist Church properties
by the West Acton Baptist Church, Inc.

(1st of 3 pages)

HX 8636 Ps 492

We, ⁵Donald Feltus, ⁶Lucas Hall, ⁵Harry Holt, ⁵H. Benjamin Smith,
and Edward Bailey, as Deacons of the West Acton Baptist Church,

DEC 20 55 AM 08:43 COGRE***0.0.

of Acton, Middlesex County, Massachusetts

do hereby ~~convey~~ for consideration paid, grant to The West Acton Baptist Church, a corporation established under the laws of the Commonwealth of Massachusetts and having a principal place of business in said Acton,

XXXX

with warranty covenants

the land in that part of said Acton known as West Acton, with the buildings

thereon, bounded as follows: ^(Description and circumstances, if any) Easterly by Central Street; Northerly by Massachusetts Avenue; Westerly by land of one Stevenson; and Southerly by land formerly of Tasker and now of Flora Beach.

For our title see deed from Asa Wilbur to James M. Brown et al., Deacons of the Baptist Church in Acton dated September 5, 1846, recorded with Middlesex South District Deeds, Book 493, Page 128.

Also the land in the westerly part of said Acton, with the buildings thereon, bounded and described as follows: Beginning at a stake and stone at the Southwesterly corner of the premises on the old road leading from West Acton to Stow, and at land now or formerly of George Hager; thence running Northerly by said Hager land about forty-six (46) feet to a stone bound; thence Northerly by said Hager land about seventy-four (74) feet to the County road; thence S. 71° 17' E. one hundred forty-six and 3/4 (146 3/4) feet on said County road to the junction of said County and Stow Roads; thence S. 85° 46' W. on said Stow road one hundred and forty-nine and 1/4 (149 1/4) feet to the point of beginning. Containing about eighty-five hundred (8500) feet of land, more or less.

Being the same premises conveyed by Deletta H. Hall to Snock Hall et al., Deacons of the Baptist Church in West Acton, dated November 12, 1881, recorded with said Deeds, Book 1590, Page 396.

Hk 8636 Pg 484

At a meeting of the parish of the West Acton Baptist Church, duly called, it was

Voted:

That the Deacons, ^{O.} Donald ^{F.} Felius (list names) Eugene Hall Harry Holt H. Benjamin Smith Edward Bailey be authorized to sign, execute, and deliver a deed to all real estate now standing in their names to the West Acton Baptist Church, a Corporation.

The above motion was carried.

Minetta D. Lee

Clerk of the Parish.

Then personally appeared the above named *Minetta D. Lee* and made oath that the above is a true copy taken from the records of a meeting of the Parish held Dec 14, 1955.

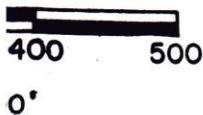
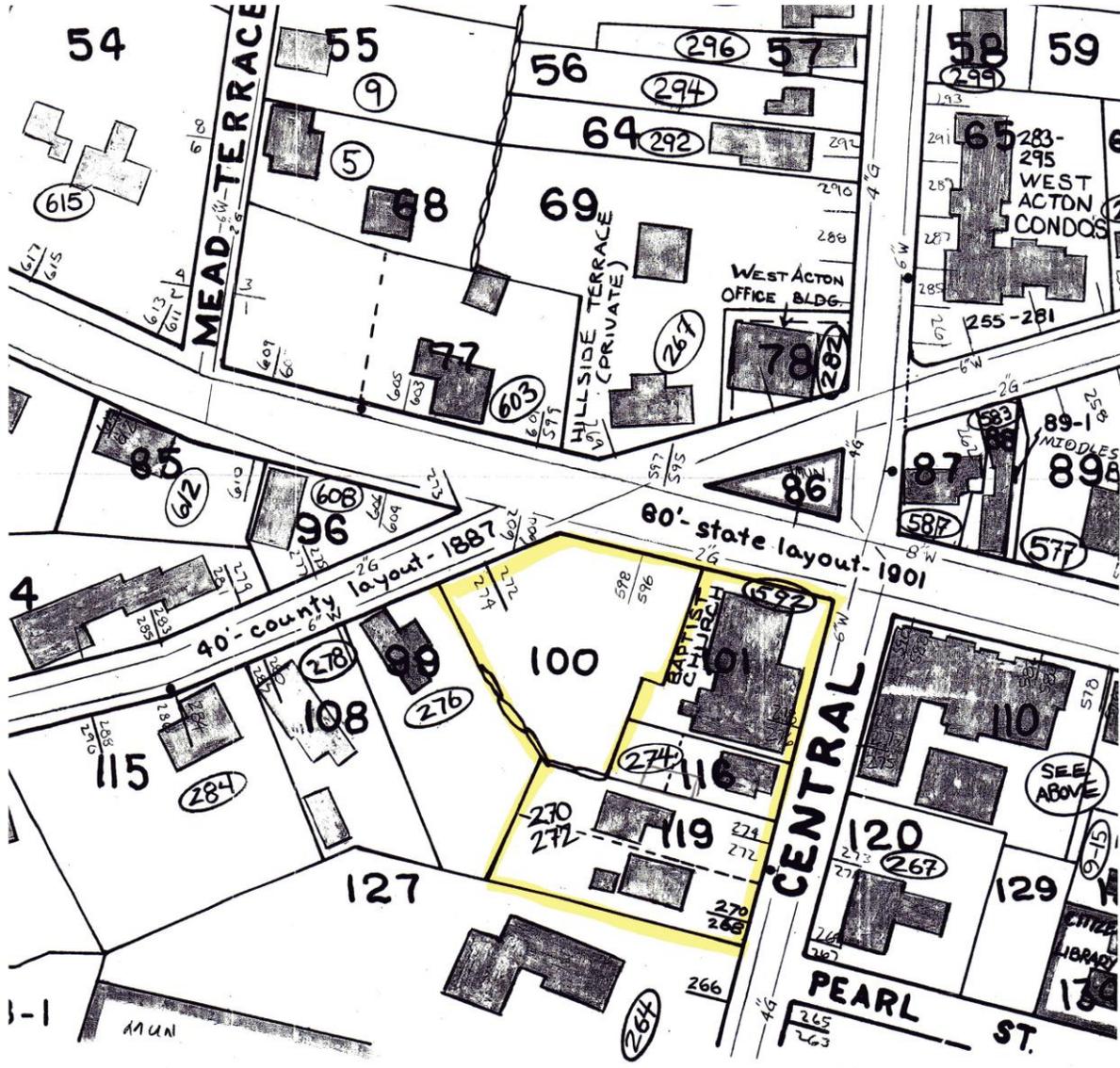
Harlow E. Tuttle

Notary Public.

My Com. Expires March 2, 1956.



Section of Town of Acton Tax Assessor's Map



E-1	E
F-1	F-2A
	F-2B

PHOTO: AERO SERVICE

PROJECT APPLICATION FORM – 2013

Applicant: West Acton Baptist Church

Submission Date: November 26, 2012

Applicant's Address, Phone Number and Email

592 Massachusetts Avenue

Acton, MA 01720

978-263-5902

wabcadmin@verizon.net Nancy Dodge, Administrative Assistant

Purpose: (Please select all that apply)

Open Space

Community Housing

Historic Preservation

Recreation

Town Committee (if applicable): Community Preservation Committee

Project Name: Master Plan for Church Building Restoration

Project Location/Address: 592 Massachusetts Avenue, Acton, MA 01720

Amount Requested: \$ 25,000

Project Summary: In the space below, provide a brief summary of the project.

The West Acton Baptist Church, built in 1854, is a historic landmark in the community, with a long history of availability and service to the Town of Acton. The exterior of the building features beautiful period detail and stained glass windows topped by a belfry and gold dome which replaced the original steeple. Our bell tower stands as a beacon at one end of the West Acton Village, and is such a meaningful part of the village that a neighbor wrote a poem about it (attached). The bell itself, cast in Boston in 1854 by a former apprentice of Paul Revere, is of significant historical value.

We seek to restore the beauty of this historic structure and to update the interior. We hope that this work will also allow us to expand the community uses of our handicapped-accessible church building for such functions as musical rehearsals and performances; meetings, lectures and discussion forums; art, photography, and talent shows; even perhaps a senior day care program in the ground floor fellowship hall. Community boards and committees have met here in the past and would be welcome in the future.

One of the significant historic elements of the interior is the sanctuary's unusually decorative tin ceiling, unique not only in West Acton but among all the churches in Acton. The sanctuary also features beautiful period woodwork, wooden pews, and stained glass windows. The tin ceiling and the entire interior of the sanctuary are in disrepair and in need of restoration work. This has to be done with an expertise that will preserve both the beauty and the excellent acoustics. In addition, the building has many other restoration and rehabilitation issues which need to be analyzed so solutions can be proposed.

Consistent with the Town of Acton's Community Preservation Plan, we seek funds to help us pay the architectural firm of OMR to develop a master plan for analyzing the options for restoring and rehabilitating the interior of the church building (not including the education wing). The estimated cost for the Master Plan is \$25,000 (which includes a contingency fund of \$5,000).

The restoration process itself ought to begin in 2014. Subsequent phases could extend over the next 5 years or more, and may entail sequential applications for CPC funds.

Estimated Date for Commencement of Project: May 1, 2013

Estimated Date for Completion of Project: October 15, 2013

NARRATIVE

Project Description

The West Acton Baptist Church is a blend of a historical 19th Century community meetinghouse with a vision of serving as a 21st Century community activities center for the Village of West Acton. There are some spaces in the building that are used at capacity, while others are empty much of the time. We seek to use what this facility as efficiently as possible—then determine how best to upgrade our building to improve its community appeal. The goal is to create a Master Plan that will showcase both the history of the West Acton Baptist Church and its innovative spirit.

Developing this Master Plan will involve performing a full code analysis to understand the issues involved in renovation for changing uses; analyzing what is and is not working in the current uses of the building; discussing the impacts of any potential restorations and rehabilitations in terms of structure, building systems, and sustainability, including long term operating costs; and considering budget and phasing stages to determine the feasibility of various options.

Background

In 1844 the railroad came through West Acton resulting in considerable community growth. Responding to this growth a group of lay people and a graduate from Newton Theological School formed a church in 1846. In 1847 a property was purchased and a church building erected. In 1853 the structured was destroyed by fire. The congregation determined to rebuild and in 1854 the current church was dedicated. Placed in the belfry of the church is the current bell cast in Boston in 1854 by a former apprentice of Paul Revere. In 1898 a renovation and redecoration was completed adding 18' to the church, relocating the organ and renewing the stained glass windows and pews. In 1934 the steeple was deemed unsafe and removed. In its place a gold dome was added to complete the belfry, and the bell wheel and fittings replaced. The gold dome is a reference point and landmark for the Historic District of West Acton Village as one crests the hill heading east on Route 111 or enters the village from the east.

Benefits to the Town of Acton and its Citizens

The West Acton Baptist Church has a long history of availability and service to the community of West Acton Village. The attached table titled "History of WABC Availability and Service to the Town of Acton, with Possible Future Community Uses" documents just the past 55 years of this pattern.

The historic character of the Village of West Acton has been anchored on its western extremity by our church since 1854. Through the years the church has met various community needs and added greatly to the cultural, educational, and moral development of the town's citizenry. By helping maintain the church's appearance and enhancing its ability to expand its community offerings, the town helps to both preserve the church's long tradition of meeting the town's needs while helping to maintain this element of the church's program life.

Over the years the church has sought to enrich the town and has a history of engagement with the pressing issues facing the citizens of any given day. Recently the church has offered workshops

on retirement, brain health and bullying to name a few. In addition, the church has served as the venue for musical recitals and a talent show. All these events were open to the public and deliberately non-sectarian. This grant will help the church continue that tradition and expand its community service by helping preserve this valued treasure.

Timeline and Scope of Project

- May 1, 2013 Resume weekly meetings with OMR Architects to discuss values, goals and possibilities for restoration needs, keeping in mind our hopes for expanding the community's uses of the building in the future, as the architects begin to develop a Master Plan.
- Accompany OMR and consulted experts on walk-through's as they analyze building needs.
- June 2, 2013 Lunch and presentation by OMR to show the congregation how OMR and the Properties Team are approaching the long-term restoration project, followed by a forum to answer questions, solicit congregational input, and receive their feedback.
- June 12, 2013 At the regularly scheduled meeting of the Church Council, consisting of representatives of all the boards and committees, provide an update on this project's emerging restoration needs and potential costs.
- June – August Continue weekly meetings with OMR, reviewing our goals, providing them with our feedback on the actions and options they might propose, and advising against any that are inconsistent with our mission or not feasible.
- August 15, 2013 Publish a report in the September WABC Newsletter on emerging OMR Master Plan options and the Properties Team's initial evaluations of each.
- September 10, 2013 Present to Church Council the Properties Team's final recommendations and its costs, along with the rationale for rejecting some options and choosing another.
- September 15, 2013 Lunch, slide show, and OMR presentation of all phases of the restoration project, to update the congregation on the Properties Team's final recommendations in the Master Plan's proposals, to answer questions, and to receive congregational feedback, especially on the proposed Phase I of the Master Plan..
- September 29, 2013 Special called business meeting of the congregation to vote on the Properties Team's recommendation for Phase I, and to authorize both our application for CPC funding and our 10% financial contribution to the project for 2014.
- October 8, 2013 Present at the Church Council meeting the Properties Team's budget and CPC funding proposal for 2014's Phase I of the restoration process.

October 15, 2013 Apply for 2014 funding from the Acton Community Preservation Committee, and request time on their agenda for our slide show presentation of an overview at a scheduled CPC meeting before the application deadline.

WABC Plans for Funding Master Plan and Future Restoration Work

West Acton Baptist Church understands it will be our responsibility to 1) pay for 10% of total project costs and 2) raise funds for initial outlays for restoration work, since Town of Acton Community Preservation Grants are paid as reimbursement for payments already made (following terms of the grant).

For the initial funding of Master Plan for Church Building Restoration work, we have confirmed with Middlesex Bank that the bank is willing to grant us a loan with the Town Meeting approved CPC grant as the primary collateral. Our plan to raise WABC's 10% of the estimated \$25,000 includes special fund-raising drives to appeal both to our membership and to townspeople and others interested in historic preservation or supporting improved community activity and entertainment space. Given the uniqueness of the sanctuary tin ceiling and the unusually superb acoustics, especially outstanding for musical performances, we are hopeful of interesting non-church donors if the Town of Acton supports our request for CPC funding.

As a non-profit, all lay volunteer organization, West Acton Baptist Church operates on a limited budget which does not allow for significant restoration and rehabilitation work, in spite of the fact that aging buildings bring ever-increasing costs.

West Acton Baptist Church is prepared to cover 10% of the estimated cost of this initial Master Plan project up to \$2500 by reserving available funds, fund-raising events, and congregational contributions.

Urgency and Priority

Although the Restoration of the Belfry is the most urgent and therefore of highest priority, the Master Plan is essential before further restoration work can be done. The sooner the later phases of the overall West Acton Baptist Church restoration project are completed, the sooner the building will be suitable and available for expanded uses by the larger community.

Attachments

Table: History of WABC Availability and Service to the Town of Acton, with Possible Future Community Uses (2 pages)

Poem: “The Church with the Golden Dome,” by Edmund Delaney Roach (1989) (1 page)

Blueprint Showing Side View of West Acton Baptist Church (1 page)

Map: West Acton Baptist Church in the center of the West Acton Historic District (1 page)

Deed of Ownership of the West Acton Baptist Church properties by the West Acton Baptist Church, Inc. (3 pages)

Map: A Portion of the Tax Assessor’s Map of West Action, centered on the West Acton Baptist Church (1 page)

Proposal for Master Planning Services by OMR Architects (76 pages, with photographs)

History of WABC Availability and Service to Acton with Possible Future Community Uses

The West Acton Baptist Church is a historic landmark in the community, with a long history of availability and service to the Town of Acton. After restoration, we seek to expand the community uses of our handicapped-accessible church building.

(key: S = Sanctuary, F = Fellowship Hall, E = Education Wing, L = Library)

Locations & Dates	Historical Community Uses	Possible Future Community Uses
S October 2011	Photography slide show on the theme of “Darkness to Light,” by amateur photographer Rev. Jeffrey Long Middleton.	Painting and photography shows, hanging or in other visual media.
S March 2010	Community-wide talent show with 14 acts by people aged 5-86. (The choir and pulpit areas, with moveable furniture, are designed to be adapted for different uses.)	Talent shows, gymnastic and dance exhibits...
S March 2004 March 11, 2005 & Sept 23, 2004 Feb 21, 2004 Mar 9, 2002 October 1991	Musical performances (recent years only): <ul style="list-style-type: none"> • Billy & Guy – vocal & instrumental • Phil Argiris & Wendy Nottenham (instrumental group) • Firehouse Band • Covenant Players • Organ Recital – Charles King • Katherine Geller, soloist 	Dances, auditions and rehearsals for musical concerts, paid performances open to the public.
S On-going	Ecumenical Services <ul style="list-style-type: none"> • Interfaith Thanksgiving service • Christmas Eve Candles and Carols • Maundy Thursday (The Last Supper) • Good Friday community services • Community Holiday Sing • Annual State-Wide Ecumenical Choir rehearsal (3rd Saturday in October) 	All are annual events that will continue. Cherished by many West Acton area residents. Led by many local pastors
S, F 1990’s-Present	Community interest group meetings and open forum regarding overrides, and other such meetings, have continued here through the years. The Acton Forum met here several times in the past few years.	Community meetings as needed; political and educational lectures, debates, and forums (<i>a la</i> Ralph Waldo Emerson) are possible expanded uses for both the sanctuary and the fellowship hall, depending on audience size.
S, F 2005 - present	A Brazilian congregation shares our worship space on Wednesdays and Sundays and uses our fellowship hall for dinners and special events.	Igreja Batista Renovada de Acton expects to remain and continue both its own worship and shared services and functions with WABC.
E 1957 (a historical note; no restoration proposed)	A significant population increase occurred in Acton. The existing school system was unable to house all students. The church opened its newly-built education wing to provide class-room space for the growing student population and a Community Cooperative School.	Fifty-five years later, the educational wing is still home to the Acton Cooperative School – the building is alive on weekday mornings with the sound and songs of preschoolers. The school has significantly invested in its space and expects to remain for the foreseeable future.
F 1970’s – 1990’s	WABC hosted a Boy Scout troop with leadership provided by church members.	Scouts would again be welcome, should they need the space.

<p>F 1980 - 1994</p>	<p>Fellowship hall was the site for Senior Citizens' lunches and programs for several years before construction of the senior center.</p>	<p>A senior day care program might be possible, adjacent to the preschool, to their mutual benefit in stimulation and story-telling.</p>
<p>F 1964 – 1970</p>	<p>During the pastorate of the Rev. David Hirano, a coffee house for teenagers was opened at the church during evening hours. It proved so popular a “place to go” for young people that it led to the establishment of a youth center which later became incorporated and relocated at a facility of its own. With seminarians from Andover Newton leading the senior and junior high youth and under the guidance of Rev. Hirano the social and spiritual nurture of teenagers was addressed.</p> <p>The Acton Jaycees honored Rev. Hirano in January 1968, with the presentation of the Distinguished Service Award. Rev. Hirano was the chairman of B.A.C.K Inc., a group that sponsored the newly established teen center.</p>	<p>With perhaps a more flexible and adjustable lighting and sound system, another coffee house might even attract the grown-up generation of those same youth—along with their children and grandchildren. Not to compete with the fine musical offerings of the Acton Jazz Café, this coffee house might host poetry and author readings, murder mystery meals, comedy shows, and similar entertainments.</p>
<p>L 1988-2003</p>	<p>A Single Parents group formed and met for 15 years – until their children grew up.</p>	<p>We will continue to identify a community need and provide a service or function to meet it.</p>
<p>F Several decades</p>	<p>Six AA groups (veterans, women, & open) currently meet on Saturdays and evenings, not only in the Fellowship Hall but also in the Library (off the Fellowship Hall) and in a non-Coop School space in the Educational Wing. A women’s group provides child care in that same space, so mothers of young children can focus for that time on their own recovery. Overaters Anonymous, and Al-Anon and Alateen have also met in our building in the past.</p>	<p>The AA groups have always been welcome and will continue to be; other self-help support groups would also be welcome if they should need space to meet.</p>
<p>F March 14th & 22nd 2011 Oct 18, 2011 Nov 16, 2010 Dec 13, 2010 April 14, 2009 March 2, 2008 June 14, 2007 AM & PM</p>	<p>Specialist Presentations Slowing Down in a Hurried World Rev. Cheryl Harris Healthy Relations: Tools for Resolving Conflict Michael Landers Five Ways We Grieve – Susan Burger Male Grieving – Support follow-up Whole Health Fair – Many Local Businesses Bullying – w/ Network for Women’s Lives Healthy Eating & Living for a Healthy Brain - Dr. Nancy Emerson Lombardo</p>	<p>Several of these presenters are still available and their offerings could be repeated or followed up with sequels. More are possible, in response to perceived or identified community needs.</p>
<p>F, L 11/9/06 & 8/30/07 9/2010- 5/2011 Nov 18, 2006 2007 - 2010 Mid-1980’s Feb-June 2009</p>	<p>Other Occasional Uses: Lifeline Screening Violin Lessons – Suzuki Music School Community Craft Fair – Annette Lockery ESL every Monday Emerson Hospital Auxiliary – Made puppets for pediatric unit every 3rd Thursday Fox Moms Exercise Group</p>	<p>Flexibility is characteristic of the building’s uses.</p>
<p>Various Rooms (recent years only) Feb-Mar 2008 Oct-Nov 2008 March 2009 Oct-Nov 2009</p>	<p>6-week Workshops (Nancy Hoover, Rev. Jeffrey Long Middleton, Bob Williams, Nancy Emerson Lombardo) Reconciliation The Non-Financial Aspects of Retirement Parenting, Transitions & Stress Living with Afflictions</p>	<p>Participants were consistently about 50% community members and 50% church members. The workshop leaders are currently shepherding the church through a transition period, but later, as we identify more community needs, we would like to resume offering similar workshops.</p>

<p>L Nov 2009 - present</p>	<p>The Sharing and Caring community group, an outgrowth of the 'Living with Afflictions' series, has sponsored guest speakers which several community members have attended.</p>	<p>Sharing and Caring, part of WABC's mission to church and community members alike, will continue meeting monthly and inviting occasional guest speakers.</p>
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The Church with The Golden Dome²

Original poem by Edmund Delaney Roche (1989)

Across from my shop stands a lovely old church,
The church with the golden dome.
Like a beacon it stands through the day in the sun,
To welcome the wayward back home.

Charisma to me is a small country town
With a white clapboard church on the Green.
A bell in the steeple, and quiet within,
As I open the doors and go in.

I sit in a pew thinking thoughts of the past,
The sermons on Sunday at dawn,
Of the glory of Christ rising up from the dead,
Giving hope on that first Easter morn.

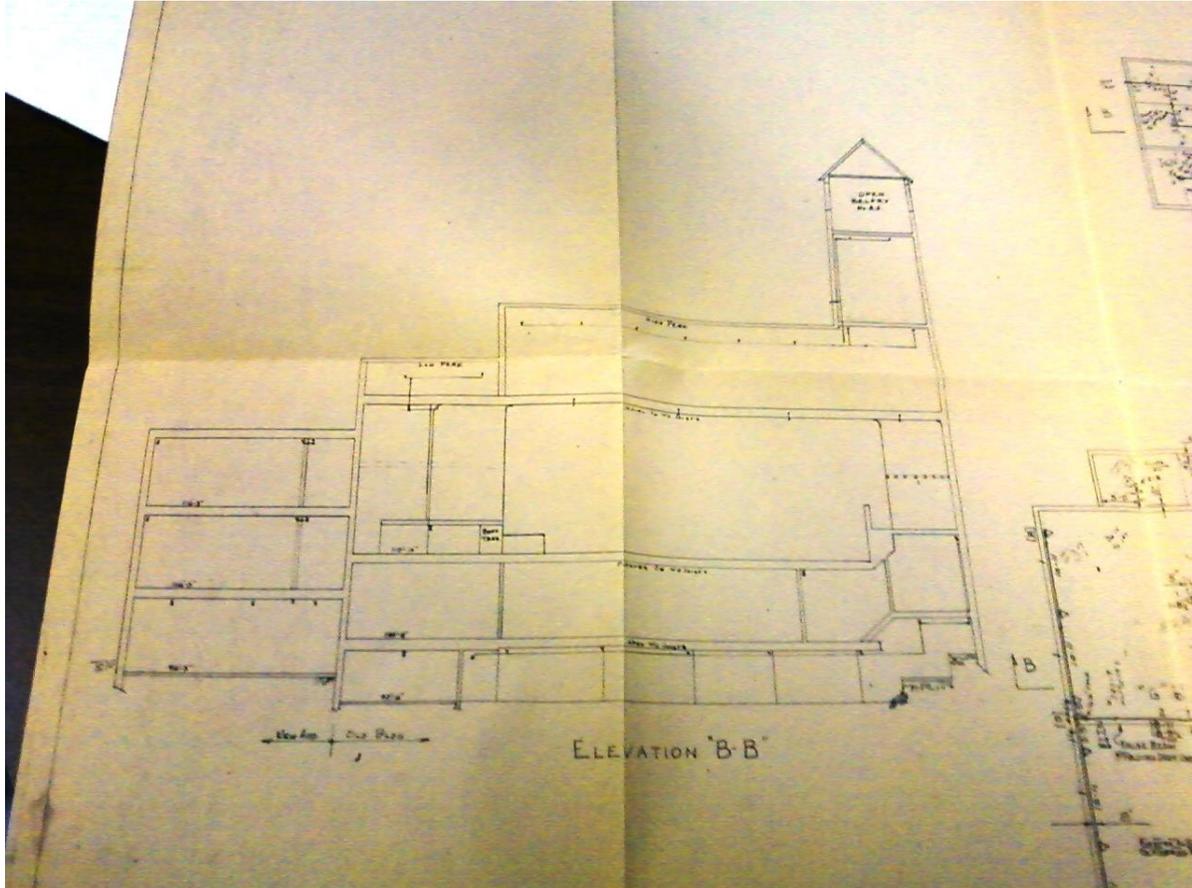
Yes, hope there will be for you and for me
If we yearn not for riches on earth.
Rather bask in the peace and the love of our God,
As did Christ on the day of his birth.

These thoughts come to mind as I look 'cross the road,
At the church with the golden dome.
Like a beacon it stands through the day in the sun,
To welcome the wayward back home.

² Set to music by Katherine Gellar (2012) Music dedicated to Robert Peabody on the occasion of his retirement from the West Acton Baptist Church Choir

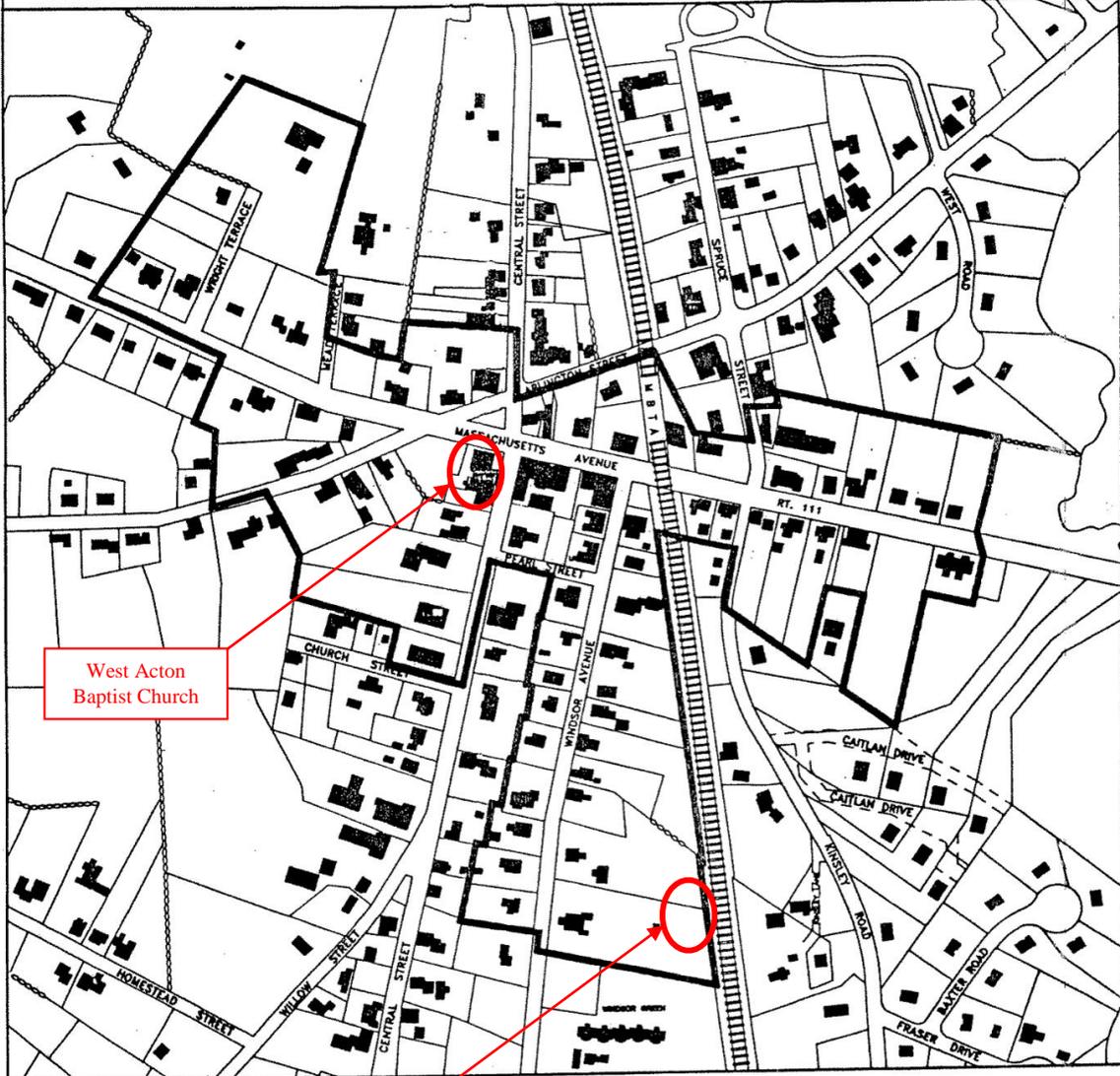
ATTACHMENTS

Blueprint Showing Side view of West Acton Baptist Church



Belfry at right
Original building at right center
1898 addition at left center
1956 education wing addition at the left end

West Acton Historic District



Local Historic Map of the Town of Acton, Sheet 3 - 1990
 Adopted: Nov. 28, 1990
 Effective:

West Acton Baptist Church

- Buildings
- Stone Walls
- Streets
- Private Ways
- Lot Lines
- West Acton Local Historic District Boundary

Scale 1" = 350'

Town of Acton Planning Department 1992

Deed of Ownership of the West Acton Baptist Church properties
by the West Acton Baptist Church, Inc.

(1st of 3 pages)

HX 8636 Ps 492

We, ⁵Donald Feltus, ⁶Lucas Hall, ⁵Harry Holt, ⁵H. Benjamin Smith,
and Edward Bailey, as Deacons of the West Acton Baptist Church,

DEC 20 55 AM 08:43 COGRE***0.0.

of Acton, Middlesex County, Massachusetts

do hereby ~~convey~~ for consideration paid, grant to The West Acton Baptist Church, a corporation established under the laws of the Commonwealth of Massachusetts and having a principal place of business in said Acton,

XXXX

with warranty covenants

the land in that part of said Acton known as West Acton, with the buildings

thereon, bounded as follows: ^(Description and surroundings, if any) Easterly by Central Street; Northerly by Massachusetts Avenue; Westerly by land of one Stevenson; and Southerly by land formerly of Tasker and now of Flora Beach.

For our title see deed from Asa Wilbur to James M. Brown et al., Deacons of the Baptist Church in Acton dated September 5, 1846, recorded with Middlesex South District Deeds, Book 493, Page 128.

Also the land in the westerly part of said Acton, with the buildings thereon, bounded and described as follows: Beginning at a stake and stone at the Southwesterly corner of the premises on the old road leading from West Acton to Stow, and at land now or formerly of George Hager; thence running Northerly by said Hager land about forty-six (46) feet to a stone bound; thence Northerly by said Hager land about seventy-four (74) feet to the County road; thence S. 71° 17' E. one hundred forty-six and 3/4 (146 3/4) feet on said County road to the junction of said County and Stow Roads; thence S. 85° 46' W. on said Stow road one hundred and forty-nine and 1/4 (149 1/4) feet to the point of beginning. Containing about eighty-five hundred (8500) feet of land, more or less.

Being the same premises conveyed by Deletta H. Hall to Snock Hall et al., Deacons of the Baptist Church in West Acton, dated November 12, 1881, recorded with said Deeds, Book 1590, Page 396.

Hk8636 Pg 484

At a meeting of the parish of the West Acton Baptist Church, duly called, it was

Voted:

That the Deacons, ^{O.} Donald ^{F.} Felius (list names) Eugene Hall Harry Holt H. Benjamin Smith Edward Bailey be authorized to sign, execute, and deliver a deed to all real estate now standing in their names to the West Acton Baptist Church, a Corporation.

The above motion was carried.

Minetta D. Lee

Clerk of the Parish.

Then personally appeared the above named *Minetta D. Lee* and made oath that the above is a true copy taken from the records of a meeting of the Parish held Dec 14, 1955.

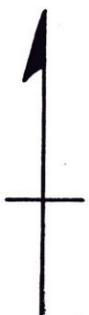
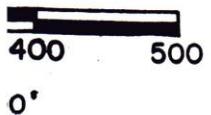
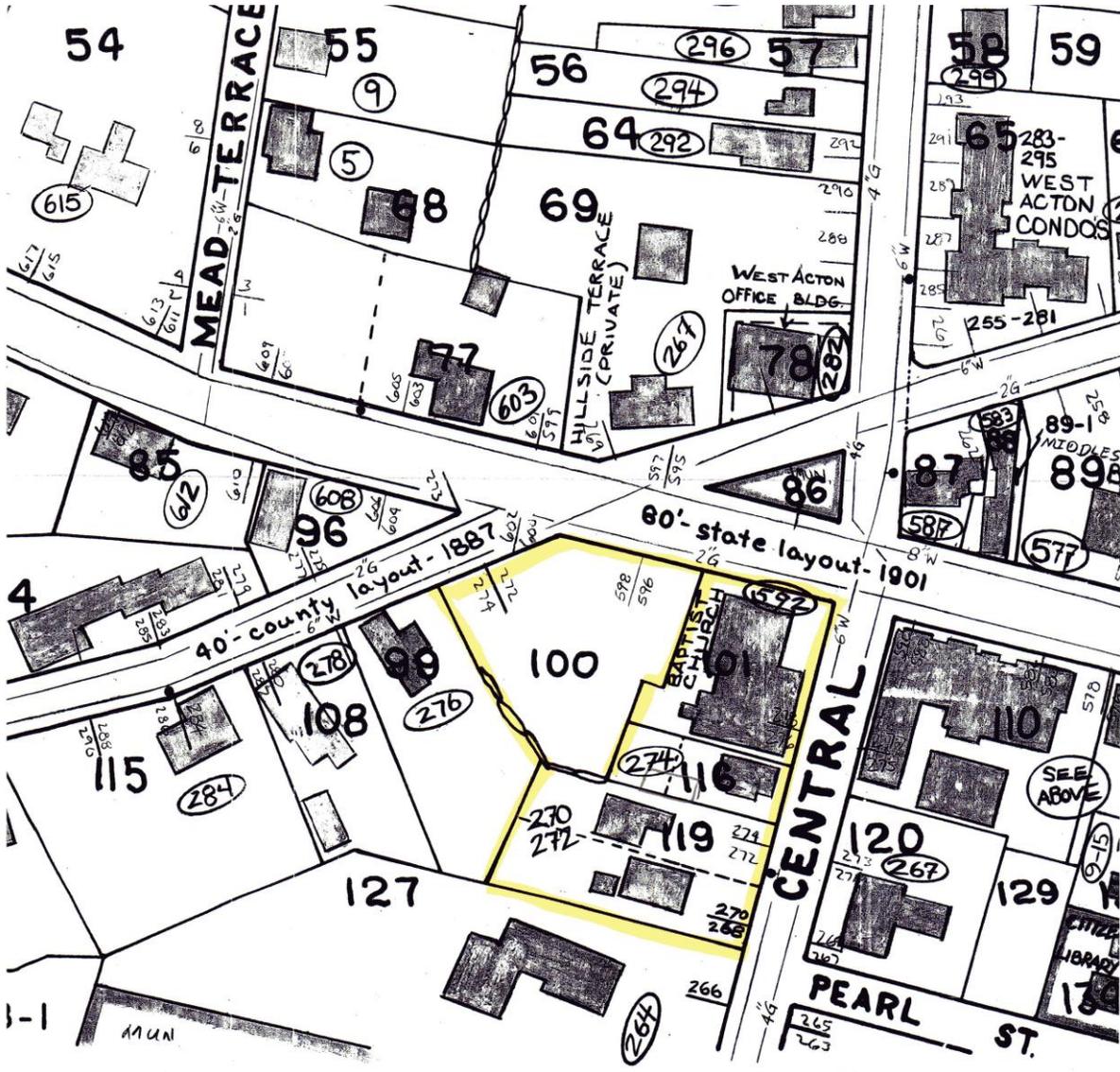
Harlow E. Tuttle

Notary Public.

My Com. Expires March 2, 1956.



Section of Town of Acton Tax Assessor's Map



E-1	E
F-1	F-2A
	F-2B

PHOTO: AEROSERVIC

Proposal for Master Planning Services by OMR Architects
(76 pages, with photographs)

PROJECT APPLICATION FORM – 2014

Applicant: West Acton Baptist Church **Submission Date:** November 12, 2013

Applicant's Address: _____ **Purpose: (Please select all that apply)**

592 Massachusetts Avenue	<input type="radio"/>	Open Space
Acton, MA 01720	<input type="radio"/>	Community Housing
Phone Number: 978-263-5902		Historic Preservation
E-mail: <u>wabcadmin@verizon.net</u>	<input type="radio"/>	Recreation

Town Committee (if applicable): Community Preservation Committee

Project Name: Rehabilitation of "Tin" Upper Level Ceiling

Project Location/Address: 592 Massachusetts Avenue, Acton, MA 01720

Amount Requested: \$42,961

Project Summary: In the space below, provide a brief summary of the project.

One of the key character defining elements in West Acton Baptist's historic sanctuary is the pressed metal ceiling. It is unique in West Acton Village and unique among all the churches in the Town of Acton. It is also one of the key factors in the incredible acoustics of this space, which is 1900 square feet in area and seats 200.

The bas-relief metal ceiling is currently rusting, resulting in peeling paint and a loss of the historic fabric. We feel it is critical to halt this process, remove all rust, and then clean and repaint the ceiling to ensure the longevity of this beautiful feature of the building.

Repairing and restoring the ceiling in this 1900 square foot space will require the specialized work of a contractor qualified and experienced in historical restoration work in general, and of a bas-relief metal surface in particular. In addition, the contractor will need to knowledgeable about materials that enhance rather than deaden sound resonance, in order to preserve this room's excellent acoustics. Fortunately, our Music Director and soprano soloist, Kathi Geller, has considerable knowledge of these matters, and access to more, that will be very helpful for this project.

Estimated Date for Commencement of Project: May 2014 Estimated Date for

Completion of Project: August 2015

Narrative

Background

The West Acton Baptist Church (WABC), built in 1854, is a landmark in the community, with a long history of availability and service to the Town of Acton (see Attachment 5). The exterior of the building features beautiful period detail and stained glass windows, topped by a belfry and a dome which replaced the original steeple in 1934. This gold dome stands as a beacon marking the western end of the Village of West Acton. The bell itself, cast in Boston in 1854 by a former apprentice of Paul Revere, is of significant historical value.

WABC is a blend of a historical 19th Century community meetinghouse with a vision of serving as a 21st Century community activities center for Acton. There are some spaces in the building that are used at capacity, while others are empty much of the time, especially the upper level.

We seek to rehabilitate the interior beauty and preserve the historic character and unique acoustics of the upper level space. We hope this will allow us to expand the community uses of this concert-hall-like level of our handicapped-accessible church building, making it available and desirable for such functions as musical rehearsals and performances; meetings, lectures and discussion forums; art, photography, and multi-media exhibits; talent shows, and dramatic presentations.

One of the significant historic elements of the interior is this space's unusually decorative and unique metal ceiling. We had believed this was a tin ceiling, and that's what we've called it, but our historical records revealed something else. An internal booklet summarizing our history states,

In 1898 the church underwent extensive repairs, renovation and redecoration totaling \$4801 (\$21 more than the cost of the original building). This included the addition of 18 feet to the original building, moving of the organ from the rear to the front of the church, installation of a baptistry, renewal of stained glass windows, pews, pulpit chairs, lamps, carpet and "the whole redecorated and frescoed."

Further research into our records of that year revealed that the ceiling is not tin at all, nor is it plaster. What was installed in 1898 is, instead, a pressed steel ceiling with a variety of bas-relief patterns. The color scheme of the paint highlights the details of the bas-relief designs.

Today, not only is the paint on that beautiful ceiling peeling; there are areas of rust where water damage has corroded the metal. Restoration has to be done with an expertise in historical restoration that will repair and repaint the metal, while preserving both the beauty and the excellent acoustics of this 200-seat upper assembly area, so that it can continue to serve equally well for worship services and for secular performances.

Project Description, and Benefits to the Town of Acton and its Citizens

The surface of the ceiling will have to be freed of all peeling and loose paint and cleaned, and the rusted areas repaired, before it can be repainted. An early estimate (before we knew the ceiling is pressed steel, not tin) describes the work as follows:

Scrape & Paint Water Damaged Tin Ceiling:

Protect all surfaces not scheduled for new paint of any paint drops or spatters such as pews, light fixtures, floors, windows, etc.

Scrape all loose/peeling paint on entire ceiling.

Prepare & clean all surfaces such as tin ceiling, hanging light fixtures, ceiling speakers, sprinkler pipes, fans etc.

Apply spot prime to all bare tin/ rusty ceiling surfaces.

Apply full primer coat to entire tin ceiling and sprinkler pipes.

Apply full finish coat to entire tin ceiling and sprinkler pipes to match existing.
Benefits to the Town of Acton and its Citizens

We would like to increase the community uses of the building, especially the upper level, which will be available as a 200-seat concert hall with excellent acoustics. Restoring the ceiling will make this room far more attractive and inviting to community members, which in turn will make it possible for us share this beauty with our West Acton neighbors and beyond by opening our building to more activities and performances of interest and service to the entire Acton community.

Timeline and Scope of Project

The work would begin as soon as the chosen contractor's schedule can fit us in after a grant award letter for this project has been issued (probably after late April 2014). It will be completed, hopefully, before the school and church programs resume in September 2014, but at least by the end of the 2015 summer.

WABC Plans for Funding Restoration Work

As a non-profit, all lay volunteer organization, West Acton Baptist Church operates on a limited budget which does not allow for significant restoration and rehabilitation work. Nevertheless, the West Acton Baptist Church is prepared to cover 10% of the estimated cost of this ceiling project. In fact WABC already has about \$3,800 from congregational contributions set aside and specifically designated for ceiling rehabilitation.

Urgency and Priority

The metal fabric of the ceiling is currently rusting. At present it is still possible to halt this deterioration and rehabilitate the ceiling by cleaning and treating the affected areas. However, if the problem is not addressed it could result in loss of the historic material which would be very difficult and expensive to replace or repair

Its current appearance is an unattractive deterrent to the much-desired expansion in community uses of the building's upper level. For the church membership, restoring the ceiling is a top priority among all those recommended in the WABC 2013 Master Plan prepared by OMR Architects, Inc. of West Acton, which they developed after extensive interviews, research, and analysis of the building's needs.

The fact that the ceiling is actually not tin, but pressed steel, explains why it seems to be rusting due to water damage. Now that the source of the water has been eliminated by the restoration of the belfry, thanks to a CPC grant this year (2013), the sooner that corrosion is stopped and repaired, the less the damage there will be.

Attachments

1. Map: Part of Tax Assessor's Map of West Acton, centered on the WABC (1 page)
2. Map: West Acton Baptist Church in the center of the West Acton Historic District (1 page)
3. Deed: Properties owned by West Acton Baptist Church, Inc. (3 pages)
4. Blueprint Showing Side View of West Acton Baptist Church (1 page)
5. Table: History of WABC Availability and Service to the Town of Acton, with proposed community uses for the future (2 pages)
6. Photos & information (5 pages)
7. Contractors' Estimates: Because the one estimate we have received to date is from a firm not listed with the Preservation Massachusetts' 2013 Directory, it is not included here. We have cited OMR's estimated costs, and are currently contacting qualified professionals to invite proposals.

Attachment 6: WABC Sanctuary Ceiling Photos (__ pages)



1. West Acton Baptist Church Sanctuary



2. WABC Sanctuary Ceiling showing multiple bas-relief patterns and peeling paint
Attachment 6 (cont.)

EXHIBIT F
MHC Inventory Form

FORM B - BUILDING

31111 - LHD ACT. 224

AREA Cm FORM NO. 224

MASSACHUSETTS HISTORICAL COMMISSION
80 BOYLSTON STREET
BOSTON, MA 02116



Location: Acton
Address: 592 Massachusetts Avenue
Historic Name: West Acton Baptist Church
Present: religious
Original: religious

DESCRIPTION
Date: 1854
Place: Phalen
Style: Italianate

Architect Builders: Francis Dwight/W. Firms
Exterior Wall Fabric synthetic siding
Outbuildings n/a
Major Alterations (with dates) see reverse
Condition Fair
Moved no Date _____
Acreage less than one acre
Setting at the intersection of Central and Massachusetts Avenue in the center of West Acton village.
Recorded by B. Nylander/Schuler and Johnson
Organization Acton Historical Commission
Date June 1988/ March 1990

Sketch Map: Draw map showing property's location in relation to nearest cross streets and/or geographical features. Indicate all buildings between inventoried property and nearest intersection(s). F-ZA-101
Indicate north



UTM REFERENCE _____
USGS QUADRANGLE _____
SCALE _____

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

ACT-224

Community: ACTON	Form No: C-224
Property Name: 592 Mass. Avenue	

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

592 MASSACHUSETTS AVENUE/ARCHITECTURAL DESCRIPTION

The 1854 West Acton Baptist Church is a good example of the Italianate style applied to an ecclesiastical building. Although the church was remodeled and enlarged in 1898 and during the 1950s, and is now clad in synthetic siding, the building retains an appreciable degree of architectural integrity. The 1854 church is the middle section of the structure which now includes a large two-story addition (attached to the south and east facades), and a small one story addition and exterior elevator on the west facade.

Designed in the classical tradition of 18th and 19th century American churches, i.e. a rectangular block, with a pitched roof and frontal square tower, the form is embellished here with Italianate details. These include the raking cornice and returns, the stilted segmental windows and molded window hoods on the main facade, the round headed tower window, and pedimented door hood supported by richly carved brackets. Each side of the square tower base is ornamented with molded round headed flushboard panels decorated with applied rondelles. The original tall spire was replaced in 1938 with the Colonial Revival style belfry. Four narrow rectangular stained glass windows line the east and west facades.

West Acton's churches include this Italianate style building, the Gothic Revival Congregational Church built in 1868 (see #252 Central Street), and the English Parish style St. Elizabeth of Hungary built in 1913 (see 543 Mass. Ave).

Staple to Inventory form at bottom

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

ACT-224

Community: ACTON	Form No: C-224
Property Name: 592 Mass. Avenue	

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

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Staple to Inventory form at bottom

EXHIBIT G

Improvements

The Improvements contemplated in this Restriction are the repair and restoration of the belfry of the church building owned by the West Acton Baptist Church and located at 592 Massachusetts Avenue, Acton, Massachusetts.

EXHIBIT H

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph four of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the TOWN is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require TOWN review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the TOWN, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the TOWN and their impact on the historic integrity of the Premises assessed.

It is the responsibility of the property owner to notify the TOWN in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the TOWN to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. TOWN will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

EXHIBIT I

Permitted Encumbrances

There are no encumbrances on the building

SCHEIER KATIN & EPSTEIN, P.C.

ATTORNEYS AT LAW

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ATTORNEY'S CERTIFICATE OF TITLE

Property: Central Street and Massachusetts Avenue, West Acton, Massachusetts

Owner: The West Acton Baptist Church by Deed dated December 20, 1955 and recorded with the Middlesex South Registry of Deeds at Book 8636, Page 492

Scheier Katin & Epstein, PC hereby certifies to The Town of Acton that upon the recording said deed and up to this date these owners hold good and sufficient record title to the property free from all encumbrances and subject to the following matters which are specifically excluded from this certification of title:

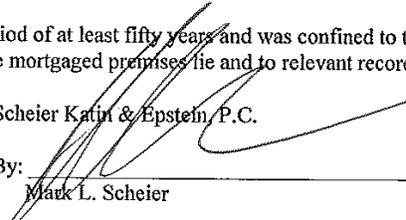
1. Building and zoning laws for Acton and other governmental statutes and regulations which have not been examined;
2. All applicable health, environmental and hazardous waste rules, regulations, laws and ordinances of the municipality, state and federal jurisdiction in which the premises is located;
3. Such taxes, assessments or municipal charges that may be due and payable;
4. Persons in possession;
5. Any lien or claim, any other tax liability, or any matter of bankruptcy or insolvency that may not appear in the indices of Registry of Deeds in which the said premises are located;
6. Any set of facts or errors in description not apparent on the record that would be shown by any accurate on-site survey or which a physical inspection of the premises may disclose;
7. Matters not of record;
8. Forgeries; errors and omissions in the records and indices of the Registry of Deeds and relevant Registries of Probate;
9. Lack of sufficient capacity or competency of grantors;
10. The following recorded easements and restrictions:

A. Establishment of the West Acton Local Historic District dated November 28, 1990 and record in Book 22141, Page 354 with said Deeds.

Our examination of title covers a period of at least fifty years and was confined to the records of the Registry District or the Registry of Deeds in which the mortgaged premises lie and to relevant records of Registries of Probate.

Date: October 24, 2013

Scheier Katin & Epstein, P.C.

By: 
Mark L. Scheier