

PRESERVATION RESTRICTION AGREEMENT

between

**MARK E. WOJCICKI & BRADLEY M. KUTCHER
TRUSTEES OF
ELITE BUILDERS REALTY TRUST**

and the

CITY OF AMESBURY, MASSACHUSETTS

BY AND THROUGH THE AMESBURY HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____, 2026 by and between Mark E. Wojcicki and Bradley M. Kutcher, Trustees of Elite Builders Realty Trust under a declaration of trust dated December 18, 2013 as evidenced by Trustees' Certificate pursuant to M.G.L. Chapter 184, Section 35 recorded in the Essex South District Registry of Deeds in Book 33025, Page 228, with an usual place of business at 138 Elm Street, Salisbury, MA 01952 ("**Grantor**"), and the CITY OF AMESBURY ("**Grantee**"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the AMESBURY HISTORICAL COMMISSION, located at 1 Market Street, Amesbury, Massachusetts, 01913 ("**Commission**"),

WHEREAS, the Grantor is the owner of certain real property located at 9 School Street, Amesbury, Massachusetts, hereinafter referred to as "**the Property**" and containing about 8,310 sq ft of land, more or less, as more particularly described in Grantor's deed recorded in the Essex South District Registry of Deeds in Book _____, Page ____ and in Exhibit A, incorporated herein by reference and attached hereto, said Property improved by the so called "Ordway Building" which has been used by the City of Amesbury for various municipal purposes, hereinafter referred to as "**the Building**", described as follows:

Architectural Description

Originally constructed in 1865, the former school building at 9 School Street is a two-story Italianate-style building which has seen many alterations over the years. The building is set on a brick foundation and is sheathed for the most part in vinyl siding that was installed in 1981. Surviving character defining elements of the Italianate style include the low pitch roof with projecting bracketed eaves, the flush board siding on the façade, the pedimented window lintels on the first floor façade windows and the double arched window centered on the second floor of the façade. Originally this window was fronted by an additional Italianate style feature in the form of a large balcony set on ornate brackets. Prior to 1935 this balcony was removed and the pair of windows with pedimented lintels was added below, where previously there had been no windows. All of the historic window openings now contain modern 6/6 replacement sash.

When completed in 1865, the building had a rectangular plan. In 1884 the two-story addition centered on the north elevation was constructed. The addition continues the projecting bracketed cornice of the original building and is also covered in vinyl siding above a brick foundation. On the east wall of this addition wooden steps lead up to a modern door topped by four-light transom. The entrance is sheltered by a simple shed roof set on plain wooden posts.

At the northwest corner of the building closest to the street, a modern two-story addition was constructed in 1981 to house a staircase and new entrance. A flight of concrete steps with metal pipe railings leads up from the street to double metal doors. The façade of the addition is sheathed in vertical wooden boards and is punctuated by several sliding windows with a fixed window above the entrance. To the north of this there is a slightly lower curved, windowless wall sheathed in vertical siding.

The long south side elevation is five bays wide. One of the second story openings was converted to a doorway for egress and is fronted by a metal fire escape. The rear (east) elevation is three bays wide with 6/6 windows except for the pair of narrow windows centered on the second floor. A gable-roofed vestibule bulkhead provides access to the basement.

A small gable shed sheathed in novelty siding is located to the southeast of the building.

Historical Narrative

On June 15, 1863 the Mills school district held a meeting and appropriated \$3,500 to purchase a lot and build a new school house. The construction of the building in the Amesbury Mills School District was completed in May 1865. The Villager offered the following description:

It is situated near the old school building on School Street, is two stories high, and is an honor to the district, and a credit to the committee who have had the matter in charge. The first floor is divided into two rooms for the accommodation of the Primary and Intermediate schools, and in the construction and finish are every way suited to the purpose for which they are used. The second story is devoted to the accommodation of the High school and is a very fine, large, airy room, capable of accommodating 100 scholars. Connected with the High School room are two recitation rooms, and everything is arranged with an eye to the convenience of the teacher and the welfare of the scholars...the total cost of the house...when fully complete is estimated at about \$7,000.

In the early 1880s the decision was made to construct a new high school elsewhere in town on the "Academy lot". With the removal of the high school from School Street, various alterations were made to the building to accommodate the lower grades. An addition was constructed near the center of the north elevation to be used for an entry and cloak rooms, one dressing room for each school room. The stairs and partition walls inside were taken down and the building was divided into two rooms on each floor, making the rooms across the east and west of the building, with a central partition. The rooms were lit on three sides, well ventilated, commodious, well supplied with black boards and each room seated fifty pupils. Water was also introduced to the building for the first time. The cost of the renovations was approximately \$2,000.

In 1901 the Amesbury School Board voted to rename three local schools to honor local personages. The school on Friend Street was renamed the Davis School in honor of James H. Davis. The Hawthorne Primary School was renamed the Dorr School in honor of Rev. Benjamin Dorr and the Amesbury Mills School was renamed the Ordway School in honor of Dr. Nehemiah Ordway (1712-1779). Dr. Ordway was a graduate of Harvard College and practiced medicine in Amesbury. From 1745 to 1750 Josiah Bartlett was his student. In 1775 he assisted Capt. Timothy Barnard to form and equip his company of Minute Men. His house stood on the lot later owned by the Catholic Church. The Ordway family also owned the land where the school was later built.

In 1905 various alterations were made to the Ordway School. The building was raised three feet and a basement was constructed with a cement floor and toilets for both boys and girls. A new furnace was installed. On the north elevation, a small elevated main entrance vestibule was constructed, capped by a hip roof with doors on both the east and west sides. Inside the stairway leading to the upper floors was reconstructed.

By 1930 there were various calls to close the Ordway School which then accommodated 128 students in five grades. In 1934 the Ordway School yard was drained by twelve men funded by the Emergency Relief Administration (E.R.A.) that provided federal assistance during the Depression years.

At some point (prior to 1935) the second story balcony on the front façade was removed. The Ordway School ceased being used for educational purposes in June 1960. It served a variety of uses in the years that followed including a supply and repair depot for the school department maintenance department, Community Action Council, and food bank.

In 1981 the building was renovated and an addition for a new entrance and stairwell was constructed according to designs by Jonathan Woodman Architects of Newburyport. In November 1981 a ribbon cutting was held to celebrate the two year renovation of the building for a Senior Center, funded by a \$325,000 HUD grant. More recently it was used by the Fire Station and Emergency Center. It is no longer occupied due to several issues including active roof leaks and has been condemned by the Building Department.

WHEREAS, the City of Amesbury Planning Board (the “Planning Board”) did, by Decision dated _____, and recorded with the Essex South District Registry of Deed in Book _____, Page _____, a copy of which is attached hereto and incorporated herein as Exhibit G, approve a Special Permit pursuant to Section XI.J2 of the Zoning Ordinance of the City of Amesbury to allow the Grantor to restore and rehabilitate the 9 School Street Building and to reconstruct, in-kind, the 5 School Street Building (the Planning Board Decision”); and

WHEREAS, pursuant to the Planning Board Decision, the Grantor was required to enter into this Preservation Agreement; and

WHEREAS, the cultural, historical and architectural significance of the Buildings emanates from its construction, circa 1863, and its unique design in the City of Amesbury; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “preservation values”) and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, “Baseline Documentation”) incorporated herein by reference and attached hereto as Exhibits A, B,C and D, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibits A, B, C and D) shall consist of the following:

1. Exhibit A – Legal Property Description;
2. Exhibit B – Site Plan;

3. Exhibit C – Amesbury Assessors’ Parcel Map with Building Footprint; and
4. Exhibit D – Massachusetts Historical Commission Inventory Form B (NWB.273) (1980) amended and updated by Lisa Mausolf;

WHEREAS, Exhibit F consisting of architectural plans of those portions of the Building where the Grantor has proposed changes to the Building and has been granted approval for to make those changes; and

WHEREAS, the Building at 9 School Street is in need of preservation and restoration; and

WHEREAS, the preservation and/or reconstruction of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 (“Act”); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Amesbury and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8 (d), authorized and directed by the Grantee to manage the Property and Building burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and the exterior of the Building to be administered, managed and enforced by the Commission.

1. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in its current condition or in a reconstructed condition as approved by the Commission for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building’s preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants to the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit E and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.

3. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in a good structural condition. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission 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 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

4. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantee;
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly, other than landscaping elements less than 36 inches in height, not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit E), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
 - (i) are permitted by governmental statute or regulation;
 - (ii) do not substantially impair the preservation values of the Building and Property;
 - (iii) are not inconsistent with the Purpose of this Restriction; and
 - (iv) are listed in the Grantor's Proposed and Granted Changes and more particularly described in Exhibit F.
- b. subject to the provisions of Paragraph 4, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 5;

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time provided nothing herein shall be construed to permit the Grantor to undertake any of the activities prohibited hereunder.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building, to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that the Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is/are impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building and/or construct new improvements on the Property, Grantor and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. The Arbiter shall have experience in historic preservation matters.

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

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage

occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: Elite Builders Realty Trust
138 Elm Street
Salisbury, MA 01952

Grantee: City of Amesbury
c/o Amesbury Historical Commission
City Hall
1 Market Street
Amesbury, MA 01913

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

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

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building or the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Owners prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes include the 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. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Amesbury, and the Amesbury Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Essex South District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued use of the Property for the Purpose of this

Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building(s) resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the City of Amesbury and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this

Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement 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 Essex South District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Amesbury and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

29. Subordination of Prior Liens: Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Restriction other than the following: Mortgage granted by Grantor to the _____ recorded with Essex South District Registry of Deeds in Book _____, Page _____. The _____ has subordinated its mortgage to this Restriction with the Assent attached hereto and recorded herewith. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Restriction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor sets its hand and seal this ____ day of _____, 2025.
By:

GRANTOR:

Elite Builders Realty Trust

by _____
Mark E. Wojcicki, Trustee

by _____
Bradley M. Kutcher, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared Mark E. Wojcicki & Bradley M. Kutcher, Trustees as aforesaid, proved to me through satisfactory evidence of identification, which were (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principals), to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

ACCEPTANCE BY THE AMESBURY HISTORICAL COMMISSION

_____, duly authorized
Chair, Amesbury Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex ,ss.

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Amesbury Historical Commission.

Notary Public
My Commission Expires:

ACCEPTANCE AND APPROVAL BY THE CITY OF AMESBURY

I, the undersigned City Clerk of the City of Amesbury, Massachusetts, hereby certify that at a meeting duly held on _____, 2026, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF AMESBURY

By its Clerk

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Amesbury.

Notary Public
My Commission Expires:

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Amesbury

CITY OF AMESBURY

Kassandra Gove, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared, Kassandra Gove, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Amesbury.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____

Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared, _____, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description

EXHIBIT B PLAN

5-SchoolStreet_SitePlan.dwg
C:\P\1\head

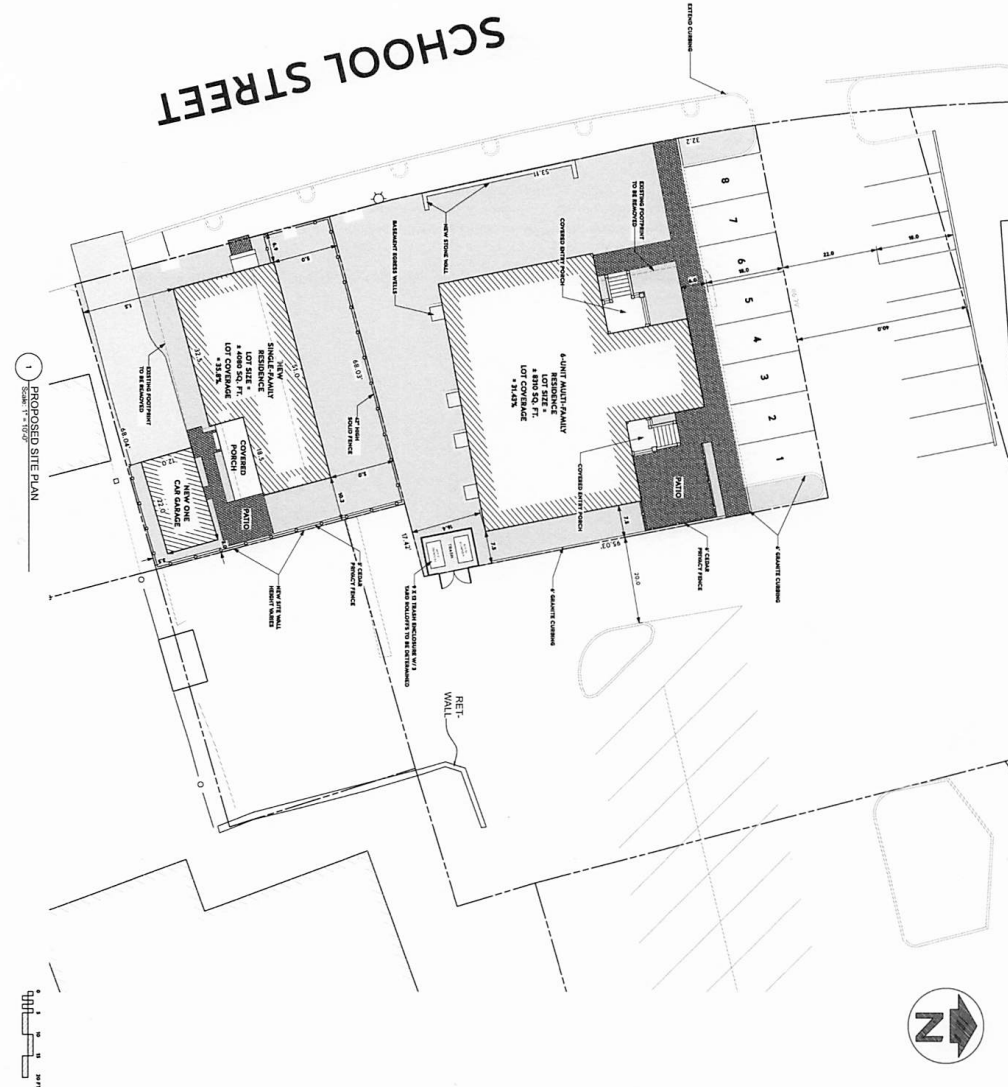


EXHIBIT C

ASSESSOR'S MAP

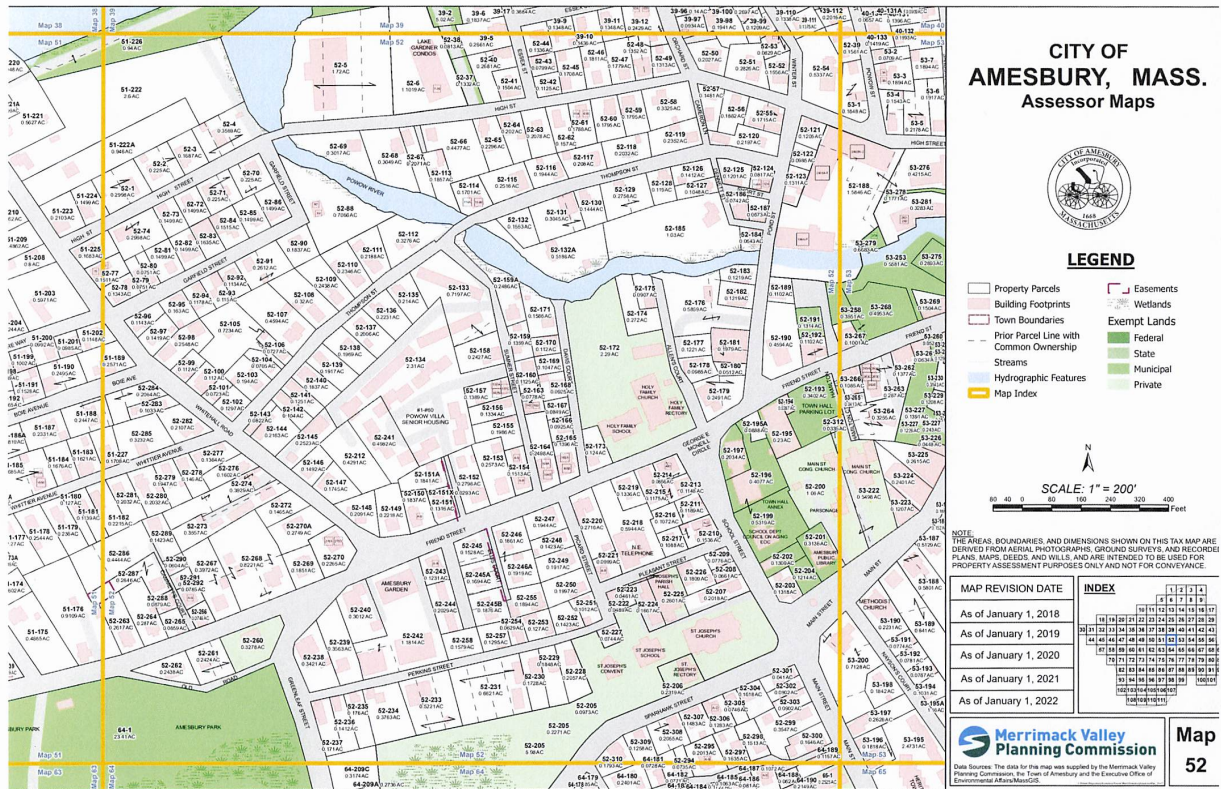


EXHIBIT D

BASELINE DOCUMENTATION

BASELINE PHOTOGRAPHS – JULY 2025

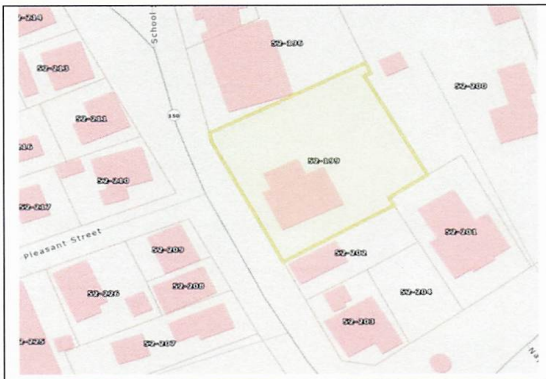
FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Photograph



Locus Map (north at top)



Recorded by: Lisa Mausolf
Organization: Preservation Consultant
Date (month / year): September 2025

Assessor's Number USGS Quad Area(s) Form Number

52-199 Newburyport West A AME.26

Town/City: Amesbury

Place: (neighborhood or village):
Central Business District

Address: 9 School Street

Historic Name: Amesbury Mills/Ordway School

Uses: Present: vacant

Original: school

Date of Construction: 1865

Source: *The Villager*, May 18, 1865

Style/Form: Italianate (altered)

Architect/Builder: original unknown
Woodman Architects (1981)

Exterior Material:

Foundation: brick

Wall/Trim: wood, vinyl/wood, vinyl

Roof: asphalt shingle

Outbuildings/Secondary Structures:
shed

Major Alterations (with dates):
1884 - two-story addition on north
Date? - removal of balcony on facade
1981- front entrance and staircase addition, siding

Condition: fair (due to siding and alt.)

Moved: no ☒ yes **Date:**

Acreage: 0.184 acre

Setting: town building complex near central business district

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

A

AME.26

Recommended for listing in the National Register of Historic Places.

If checked, you must attach a completed National Register Criteria Statement form.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

Originally constructed in 1865, the former school building at 9 School Street is a two-story Italianate-style building which has seen many alterations over the years. The building is set on a brick foundation and is sheathed for the most part in vinyl siding that was installed in 1981. Surviving character defining elements of the Italianate style include the low pitch roof with projecting bracketed eaves, the flushboard siding on the façade, the pedimented window lintels on the first floor façade windows and the double arched window centered on the second floor of the façade. Originally this window was fronted by an additional Italianate style feature in the form of a large balcony set on ornate brackets. Prior to 1935 this balcony was removed and the pair of windows with pedimented lintels was added below, where previously there had been no windows. All of the historic window openings now contain modern 6/6 replacement sash.

When completed in 1865, the building had a rectangular plan. In 1884 the two-story addition centered on the north elevation was constructed. The addition continues the projecting bracketed cornice of the original building and is also covered in vinyl siding above a brick foundation. On the east wall of this addition wooden steps lead up to a modern door topped by four-light transom. The entrance is sheltered by a simple shed roof set on plain wooden posts.

At the northwest corner of the building closest to the street, a modern two-story addition was constructed in 1981 to house a staircase and new entrance. A flight of concrete steps with metal pipe railings leads up from the street to double metal doors. The façade of the addition is sheathed in vertical wooden boards and is punctuated by several sliding windows with a fixed window above the entrance. To the north of this there is a slightly lower curved, windowless wall sheathed in vertical siding.

The long south side elevation is five bays wide. One of the second story openings was converted to a doorway for egress and is fronted by a metal fire escape. The rear (east) elevation is three bays wide with 6/6 windows except for the pair of narrow windows centered on the second floor. A gable-roofed vestibule bulkhead provides access to the basement.

A small gable shed sheathed in novelty siding is located to the southeast of the building.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

On June 15, 1863 the Mills school district held a meeting and appropriated \$3,500 to purchase a lot and build a new school house.¹ The construction of the building in the Amesbury Mills School District was completed in May 1865.² *The Villager* offered the following description:

It is situated near the old school building on School street, is two stories high, and is an honor to the district, and a credit to the committee who have had the matter in charge. The first floor is divided into two rooms for the accommodation of the Primary and Intermediate schools, and in the construction and finish are every way suited to the purpose for which they are used. The second story is devoted to the accommodation of the High school and is a very fine, large, airy room, capable of accommodating 100 scholars. Connected with the High school room are two recitation rooms, and everything is arranged with an eye to the convenience of the teacher and the welfare of the scholars...the total cost of the house...when fully complete is estimated at about \$7,000.

¹ Merrill, *History of Amesbury*, 1880, p. 379.

² *The Villager*, May 18, 1865.

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

A	AME.26
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In the early 1880s the decision was made to construct a new high school elsewhere in town on the "Academy lot". With the removal of the high school from School Street, various alterations were made to the building to accommodate the lower grades. An addition was constructed near the center of the north elevation to be used for an entry and cloak rooms, one dressing room for each school room. The stairs and partition walls inside were taken down and the building was divided into two rooms on each floor, making the rooms across the east and west of the building, with a central partition. The rooms were lit on three sides, well ventilated, commodious, well supplied with black boards and each room seated fifty pupils. Water was also introduced to the building for the first time. The cost of the renovations was approximately \$2,000.³

In 1901 the Amesbury School Board voted to rename three local schools to honor local personages. The school on Friend Street was renamed the Davis School in honor of James H. Davis. The Hawthorne Primary School was renamed the Dorr School in honor of Rev. Benjamin Dorr and the Amesbury Mills School was renamed the Ordway School in honor of Dr. Nehemiah Ordway (1712-1779).⁴ Dr. Ordway was a graduate of Harvard College and practiced medicine in Amesbury. From 1745 to 1750 Josiah Bartlett was his student. In 1775 he assisted Capt. Timothy Barnard to form and equip his company of Minute Men. His house stood on the lot later owned by the Catholic Church. The Ordway family also owned the land where the school was later built.

In 1905 various alterations were made to the Ordway School. The building was raised three feet and a basement was constructed with a cement floor and toilets for both boys and girls. A new furnace was installed. On the north elevation, a small elevated main entrance vestibule was constructed, capped by a hip roof with doors on both the east and west sides. Inside the stairway leading to the upper floors was reconstructed.⁵

By 1930 there were various calls to close the Ordway School which then accommodated 128 students in five grades. In 1934 the Ordway School yard was drained by twelve men funded by the Emergency Relief Administration (E.R.A.) that provided federal assistance during the Depression years.

At some point (prior to 1935) the second story balcony on the front façade was removed.⁶ The Ordway School ceased being used for educational purposes in June 1960. It served a variety of uses in the years that followed including a supply and repair depot for the school department maintenance department, Community Action Council, and food bank.

In 1981 the building was renovated and an addition for a new entrance and stairwell was constructed according to designs by Jonathan Woodman Architects of Newburyport. In November 1981 a ribbon cutting was held to celebrate the two year renovation of the building for a Senior Center, funded by a \$325,000 HUD grant. More recently it was used by the Fire Station and Emergency Center. It is no longer occupied due to several issues including active roof leaks and has been condemned by the Building Department.

BIBLIOGRAPHY and/or REFERENCES

Amesbury Daily News, various dates.
Amesbury Public Library.
Ancestry.com (U.S. Census, directories, etc.)
Massachusetts Historical Commission. Inventory form for 9 School Street, 1981.
Merrill, Joseph. *History of Amesbury*. Haverhill: Press of F.P. Stiles, 1880.
Essex County Registry of Deeds, Beverly, MA.
Newburyport Daily News, various dates.
Sanborn Insurance Maps, Amesbury, 1889, 1894, 1899, 1904, 1909, 1918, 1930, 1945.
Town of Amesbury, Annual Reports.
Villager, The, various dates.

³ Town of Amesbury Annual Reports 1883 and 1884.

⁴ *Amesbury Daily News*, May 16 & 17, 1901.

⁵ Amesbury Town Report, 1905, p. 7.

⁶ *Newburyport Daily News*, Feb. 16, 1935.

Continuation sheet 2

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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North elevation



North elevation – 1884 addition at center and 1981 addition at right

Continuation sheet 3

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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AME.26



Looking southwest at 1884 addition



Looking SW at rear (east) and north sides

Continuation sheet 4

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Rear elevation



South and east (rear) elevations

Continuation sheet 5

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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West (façade) and south elevations



Shed at southeast corner

Continuation sheet 6

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

A AME.26

THE VILLAGER.

THURSDAY, MAY 18th., 1865.

NEW SCHOOL HOUSE. A new and beautiful school house has recently been completed for the accommodation of the scholars in the Amesbury Mills School District. It is situated near the old school building on School street, is two stories high, and is an honor to the district, and a credit to the committee who have had the matter in charge. The first floor is divided into two rooms for the accommodation of the Primary and Intermediate schools, and in the construction and finish are every way suited to the purpose for which they are used. The second story is devoted to the accommodation of the High school and is a very fine, large, airy room, capable of accommodating 100 scholars. Connected with the High school room are two recitation rooms, and everything is arranged with an eye to the convenience of the teacher and the welfare of the scholars. The grounds about the building have been properly graded, drained, and fenced, and the total cost of the house,—which is of wood, with a cellar under the whole building,—when fully complete is estimated at about \$7000.

Continuation sheet 7

INVENTORY FORM B CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

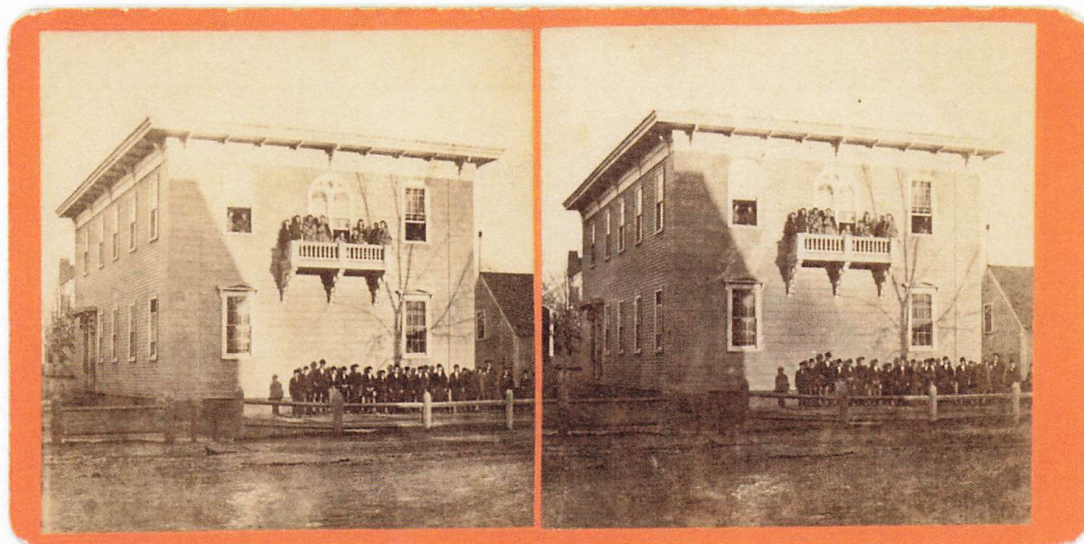
AMESBURY

9 SCHOOL ST.

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Undated stereoscope of High School, between 1865 and 1883

"View Ordway Public School," *Digital Amesbury*, accessed September 25, 2025, <https://amesburylocalhistory.omeka.net/items/show/116>.

Continuation sheet 8

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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AME.26

NEWBURYPORT DAILY NEWS, SATURDAY, FEBRUARY 16, 1935

INT

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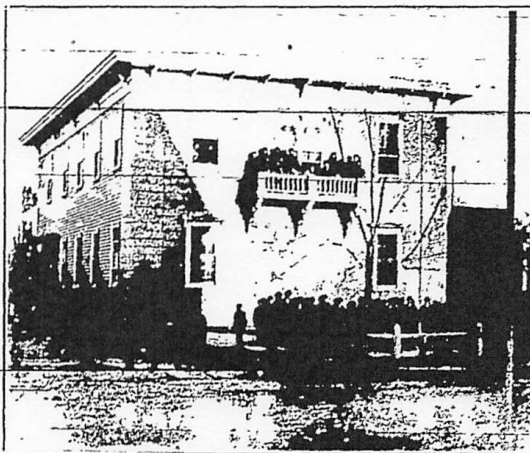
ams
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23	0	6

NOT SO LONG AGO IN AMESBURY

Reproductions of Old Photographs—No. 6



AMESBURY HIGH SCHOOL, 1875.

Amesbury Feb 16 Believe it or not boys and girls but the building shown above served as Amesbury's High school in 1875 and more than that, it is still in use as the present Ordway grade school on School street—but you will have to look rather closely to recognize the resemblance. The balcony on which students recess time was lately removed per order of the school committee members of which claimed it to be unsafe and no doubt it was.

The School street building served as Amesbury's High school while in similar institution serving Salisbury was the present Whittier school on Prospect street later a grade school then a manual arts adjunct to the High school and now returned to its former status as a grade building. The late Frank Savage called the dean of Amesbury schools, was principal there for years.

"Old-timers" who attended the School street building can remember a man named Miller who was teaching there about 1872 and who was popular remaining for a number of years. George Rowell of Ridgmont recalls being his pupil and also remembers a Mr Bliss who followed him and who remained only one year, as he did not appear to get along so well with the pupils. Frank McIntosh taught successfully at the school for a number of years. Clarence S. Morse present

school attendance officer, and agent of the department of public health, was a pupil under him.

The building was altered on several occasions. Originally, we are told, the upper floor comprised a single classroom over which the principal had supervision. The lower floor was divided into two classrooms, each presumably with its own teacher. One entered at the left door and ascended the stairs to the second floor, which was provided with a commodious cloak-room and an apartment used for conferences and storage. The building has since been altered, with removal of the balcony, construction of additional entrances, and subdivision into a number of classrooms.

After being graduated from Dartmouth in 1892 Forrest Brown, who has been principal of the High school here for 40 years, and identified with education in Amesbury for 43 years, began his teaching career in this building. Miss Nellie F. Sargent, a town historian, was principal there for years and taught the eighth grade.

One Fourth of July in the 90's, the building caught fire, perhaps the result of a lighted squib being tossed not too accidentally into an upper-story window. However, no extensive damage was caused and the boys had to resume their schooling the following September just the same. The fence which appears in the photograph, has long since vanished.

Match and

Amesbury were rolled evening, w gaining a Amesbury and Bunny outs, with fo three-roll'd two Merrimac four points tenure plus three point 1339 to 13 Morse rolled three-string Soko, De joyed a pl Three-Man points from Joubert wh of 460 for t 143.

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Continuation sheet 9

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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AME.26



North side of building showing entrance in 1883 addition
Source: Amesbury Public Library

Continuation sheet 10

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

A

AME.26



ORDWAY SCHOOL Grade VII About 1914
Picture taken by Charles A. Palmer
Picture given by Kathleen O'Brien who
the teacher at that time.

Ca. 1914 photo of entrance on north end of building after 1905 alterations
Source: Amesbury Public Library

Continuation sheet 11

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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1955 photo
Source: Amesbury Public Library

Continuation sheet 12

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

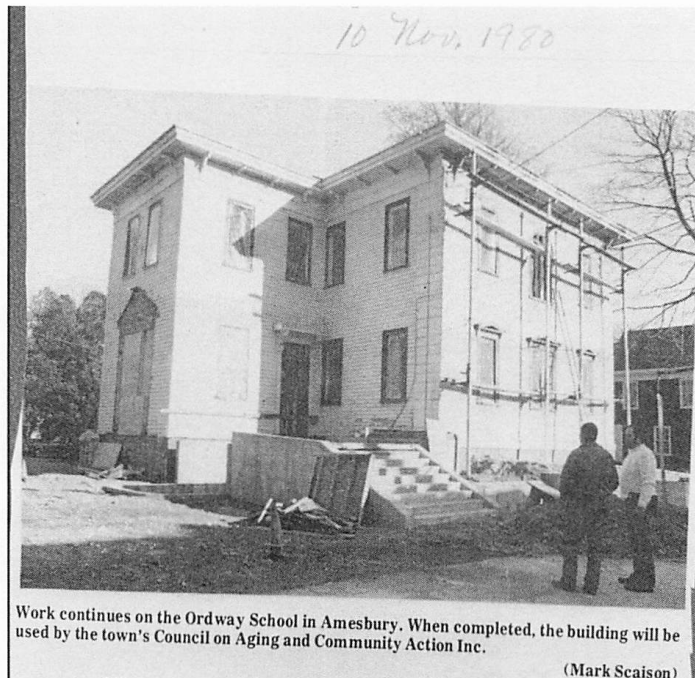
9 SCHOOL ST.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

A

AME.26



Renovation in progress, 1980
Source: Unidentified news clipping, Nov. 10, 1980

Continuation sheet 13

EXHIBIT E

RESTRICTION GUIDELINES ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT

The purpose of the Restriction Guidelines is to clarify paragraph 5 of the terms of the Preservation Restriction, which deals with alterations to the Premises, including the Buildings. Under this paragraph, permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, 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 building owners.

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.

PAINT

Minor – Exterior 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 ornamental, decorative or significant woodwork.

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, existing and original corner trim, roof edge trim, the new replicated window trim, entry roof pediments and the original restored front and side doors; 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.

Changes classified as major alterations are not necessarily unacceptable. In fact, approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Building assessed.

It is the responsibility of the property owner to notify the Commission 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 Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions that are in the best interests of the Premises.

EXHIBIT F

Grantor's Proposed and Granted Changes – Final Restoration Plan

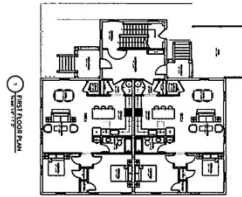
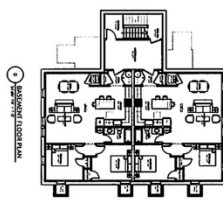
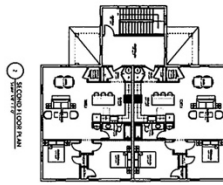


VIEW FROM NORTHWEST

11-12-25

REDEVELOPMENT OF THE:
ORDWAY SCHOOL/BALEY HOUSE
5 & 9 SCHOOL STREET AMESBURY, MA 01913

11



NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMIT
2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
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8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT

RESTORATION/REHABILITATION
TO:
THE ORDWAY SCHOOL
9 SCHOOL STREET AMESBURY, MA 01913

SCOTT BROWN
ARCHITECTS
100 N. MAIN ST., 3RD FL.
AMESBURY, MA 01913
(978) 253-1100
WWW.SCOTTBROWNARCHITECTS.COM

NO. 1
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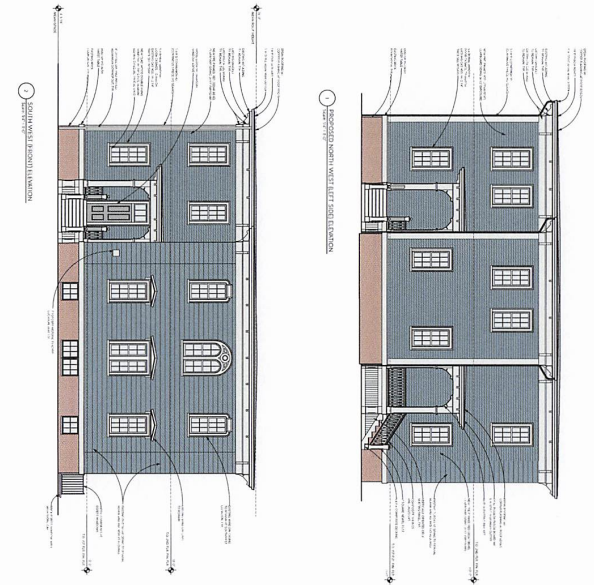
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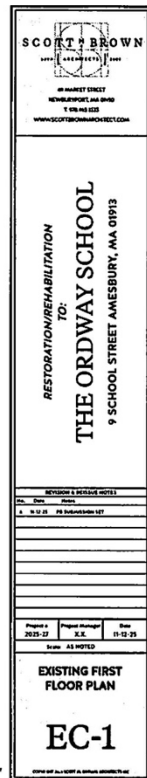
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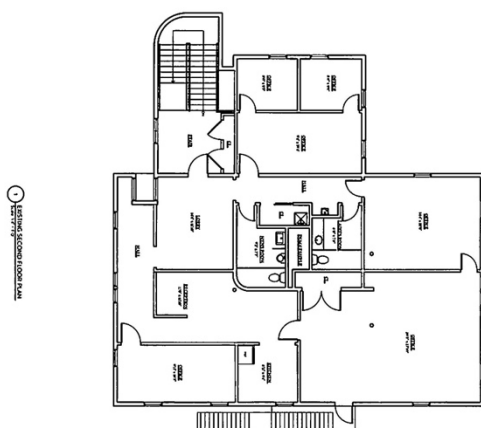


SCOTT BROWN ARCHITECTS 100 NORTH STREET AMESBURY, MA 01913 TEL: 978-253-1111 FAX: 978-253-1112 WWW.SBARCHITECTS.COM		RESTORATION/REHABILITATION TO: THE ORDWAY SCHOOL 9 SCHOOL STREET AMESBURY, MA 01913		PROJECT NO. 1001 DATE: 01/20/2018 DRAWN BY: J. BROWN CHECKED BY: J. BROWN SCALE: AS SHOWN
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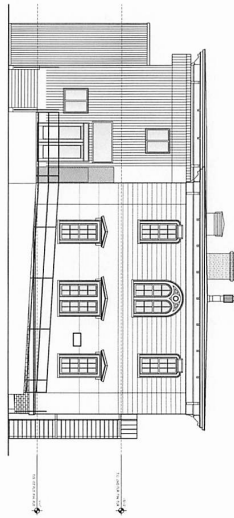
©2004 JEFF JAY SMITH AND MICHAEL ARONOFFSON



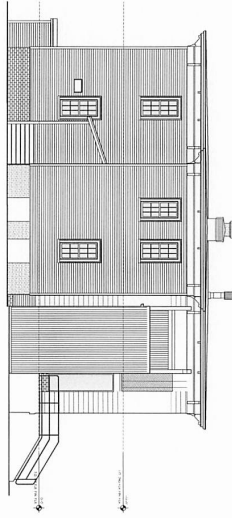
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Sheet 02 of 04

EXISTING SOUTH WEST ELEVATION



EXISTING NORTH WEST ELEVATION



SCOTT BROWN	
ARCHITECTS	
100 NORTH STREET, SUITE 200	
AMESBURY, MA 01913	
PHONE: (978) 835-1111	
FAX: (978) 835-1112	
WWW.SCOTTBROWN.COM	
RESTORATION/REHABILITATION	
TO:	
THE ORDWAY SCHOOL	
9 SCHOOL STREET AMESBURY, MA 01913	
DATE: 01/15/2014	
BY: J. BROWN	
CHECKED: J. BROWN	
APPROVED: J. BROWN	
SCALE: AS SHOWN	
SHEET: EC-3	
EXISTING ELEVATIONS	

EXHIBIT G

AMESBURY PLANNING BOARD SPECIAL PERMIT DECISION

ASSENT BY MORTGAGEE

_____ is the holder of a Mortgage from _____ said mortgage being dated _____, and recorded with the Essex South District Registry of Deeds at Book _____, Page _____. The Premises affected by this instrument is _____, Amesbury, Essex County, Massachusetts. Said Mortgagee by this instrument assents to the Preservation Restrictions from its Mortgagor, _____, to the City of Amesbury as set forth in an Agreement dated _____, 2025, and recorded herewith, and agrees that upon the Mortgagee's exercise of its right to foreclosure on the mortgaged Premises it shall assume the burdens of the Preservation Restrictions accepted by the Mortgagor.

Signed as a sealed instrument this _____ day of _____, 2025

By: [Signatory Name]
[Signatory Title]

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared, _____, proved to me through satisfactory evidence of identification being _____ to be the person whose name is signed on the preceding document and acknowledged to me she/he signed it voluntarily for its state purpose and had authority to sign in such capacity.

Notary Public
My Commission Expires:

Y:\SHARED\SHARED\PAUL GAGLIARDI\REAL ESTATE
DEVELOPMENT\WOJCICKI-KUTCHER-DEVELOPMENT OF
ORDWAY BUILDING\HISTORIC PRESERVATION DRAFT 01-19-
26.DOC