

PRESERVATION RESTRICTION AGREEMENT

**80 Haverhill Road, LLC and
City of Amesbury,
Acting by and through its Historical Commission**

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____, [2024], by and between **80 Haverhill Road, LLC ("Grantor")**, having an address of 80 Haverhill Road, Amesbury, Massachusetts 01913, and the **City of Amesbury**, a municipality of the Commonwealth of Massachusetts, acting by and through its Historical Commission pursuant to G.L. c. 40, § 8D ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located at 80 Haverhill Road in the City of Amesbury, Essex County, Massachusetts, being the parcel identified as Assessors Map 85-59, and described more particularly in a deed recorded with the Essex South Registry of Deeds in Book 41666, Page 459 (the "Property"), said Property including a multi-family structure (the "Building"), which Property and which Building are described more particularly in Exhibit A, attached hereto and incorporated herein and this Restriction shall not apply to any other building to be built upon the Property as approved under that certain Special Permit issued on [DATE] and recorded in the Essex South Registry of Deeds Book [____] Page [____];

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the City of Amesbury and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the "Act");

WHEREAS, the Amesbury Historical Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the City;

WHEREAS, Grantee has designated the Amesbury Historical Commission to administer, manage, and enforce preservation agreements;

WHEREAS, the Building and site has Architectural and Historical Significance. It consists of a 2 ½ story, side-gable main block; a cross-gables, two-story ell with a clipped bay stepped back on the right side of the main block, two small, telescoping, ells extending off the back left corner of the main block, and a partially-enclosed porch with shed roof extending across the left side elevation of the main block. According to Assessor Records it was constructed on or around 1885, according to the Property's original Form B, 1800, and according to the Property's updated Form B, between 1877-1884.

WHEREAS, the Building's Preservation Values (defined below) are documented in Exhibits A, B, C and D (hereinafter, collectively "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the date of this Preservation Restriction Agreement;

WHEREAS, the Baseline Documentation includes the following:

1. Legal Description of the Property (Exhibit A)
2. Architectural Description of the Property and Form B (Exhibit B)
3. Photographs (Exhibit C)
4. Architect's Drawings of the Building (Exhibit D)

WHEREAS, Grantor is going to undertake work to renovate and rehabilitate the Building;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values ("Preservation Values") and significance of the Property, and have the common purpose of preserving the aforesaid Preservation Values and significance of the Property and the Building;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in the preservation and maintenance of the Building and its architectural, historic and cultural features for the benefit of the people of the City of Amesbury, the County of Essex, the Commonwealth of Massachusetts, and the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in gross on the Property and the Building pursuant to the Act.

NOW, THEREFORE, Grantor does hereby irrevocably grant and convey unto the Grantee a Preservation Restriction Agreement in gross over the Property and the Building described in Exhibits A, B, C and D.

PURPOSE

1.1 Purpose. It is the purpose of this Preservation Restriction Agreement to assure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building will be retained and maintained substantially in their current condition and to prevent any use or change in the Property that will significantly impair or interfere with the Building's Preservation Values during the term of this Preservation Restriction Agreement.

1.2 Improvements. Grantor agrees to make the improvements to the Building exterior as set forth in Exhibit D and in accordance with the terms of this Preservation Restriction Agreement.

GRANTOR'S COVENANTS

2.1 Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Building in as good structural condition and sound state of repair as that existing on the date of this Preservation Restriction Agreement and/or the completion of the Work and otherwise in the condition required by this Preservation Restriction Agreement, and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property and/or the Building. Grantor's obligation to maintain shall require replacement, repair, reconstruction and where necessary replacement in kind by Grantor whenever necessary to preserve the Building in a good, sound and attractive condition and state of repair. The above notwithstanding, new landscaping or gardens may be created, and surface materials on paths or drives may

be changed, only as provided under paragraph 3.1. Subject to the casualty provisions of paragraphs 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building whenever necessary in accordance with The Secretary of Interior's Standards for The Treatment of Historical 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").

2.2 Prohibited Activities.

The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) the Building shall not be moved, demolished, removed or razed except as described in paragraphs 6 and 7;
- (b) no barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of the Grantee;
- (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
- (d) 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; and
- (e) except as otherwise permitted pursuant to that certain Special Permit dated [] and recorded in Book [] Page [] and recorded in the Essex South Registry of Deeds, no other buildings or structures, including camping accommodations, mobile homes or cell towers, shall be erected or placed on the Property hereafter except for temporary structures required for maintenance or rehabilitation of the Property, such as construction trailers.

GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without prior express written approval of the Grantee, which approval shall not be unreasonably withheld or delayed but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the facades of the Building, and any change in design, or material thereof. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with paragraph 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this paragraph, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines which are attached to this Preservation Restriction Agreement and incorporated by reference. For purposes of this Preservation Restriction Agreement, the exterior of the Building shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows including sash and enframements, doors, gutters, downspouts, and associated hardware and visible details) which are in contact with the exterior of the Building. Subject to this restriction are any activities, including construction or alteration or any internal structural features that act as support for external surfaces, construction or alteration of which may alter the exterior appearance of the Building or threaten the structural stability or integrity of the exterior of the Building.

3.2 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in paragraph 3.1, Grantor shall submit to Grantee, for Grantee's approval, 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 Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee 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 Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantors' submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

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

STANDARDS FOR REVIEW

4. Grantee shall apply Secretary's Standards whenever (a) exercising any authority created by this Preservation Restriction Agreement to inspect the Property; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

GRANTORS' RESERVED RIGHTS

5. Grantors' Rights Not Requiring Further Approval by Grantee. Subject to the provision of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Preservation Restriction Agreement and by Grantee without further approval by Grantee:

- (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 conservation and Preservation Values of the Property; and (iii) are not inconsistent with the Purpose of this Preservation Restriction Agreement.
- (b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Building strictly accordingly to the Secretary's Standards. As used in this subparagraph the right to maintain and repair shall mean the use by 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 Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of paragraphs 3.1 and 3.2; and
- (c) the right to make changes of any kind to the interior of the Building, provided such changes do not alter materially the appearance of the exterior of the Building in contravention of this Preservation Restriction Agreement.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

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

7. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee agree that the Purpose of this Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of this Preservation Restriction Agreement would not be served by such restoration/reconstruction, Grantor may with prior written consent of Grantee, alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to extinguish this Preservation Restriction Agreement in accordance with the laws of the Commonwealth of Massachusetts and paragraph 21.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee are unable to agree that the Purpose of this Preservation Restriction Agreement 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, and regulations.

8. Insurance. Grantor shall keep the Property insured by an insurance company rated "AMB-1" or better by AM 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 replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, 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.

INDEMNIFICATION; TAXES

9. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors and employees, or independent contractors from and

against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person on or about the Property; physical damage to the Property; 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 damage occurring on or about the Property, unless such injury or damage is caused by Grantee or agent, trustee, employee or contractor of Grantee. 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, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Property.

10. Taxes. Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

11. Written Notice. Any notice Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested or hand delivered; if to Grantor, at 80 Haverhill Road, Amesbury, MA 01913, and if to Grantee, at Amesbury City Hall, 62 Friend Street, Amesbury, MA 01913, Attention: Amesbury Historical Commission.

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

12. Evidence of Compliance. Upon request by Grantor, 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 evidences the status of this Preservation Restriction Agreement to the extent of the Grantee's knowledge thereof.

13. Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the interior of the Building. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

14. Grantee's Remedies. The rights hereby granted shall include the right to enforce this Preservation Restriction Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Preservation Restriction Agreement by ex parte, temporary, preliminary and or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the restoration of the Property and Building to the condition and appearance required under this Preservation Restriction Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantor has sent written notice to Grantee, specifying Grantee's failure to comply with the terms of this Preservation Restriction Agreement, and (b) Grantee fails to cure the same within thirty (30) days from the date of the Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure diligently to completion.

In the event Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Preservation Restriction Agreement, including all reasonable court costs, and attorney's,

architectural, engineering and expert witness fees, together with interest thereon at an interest rate two percent points (2%) higher than the prime lending rate.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to 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.

16. Intentionally Omitted.

17. Liens. Any lien on the Property created pursuant to any paragraph of this Preservation Restriction Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Preservation Restriction Agreement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

BINDING EFFECT; ASSIGNMENT

18. Runs with the Land.

- (a) The obligations imposed by this Preservation Restriction Agreement shall be effective in perpetuity. 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" and "Grantee" when used herein shall include all such persons. Except as provided in Paragraphs 7 and 21, the rights and obligations created or imposed by this Restriction shall be in effect in perpetuity, and shall be deemed as a binding servitude upon the Property. Grantor agrees that this Restriction shall be considered a restriction characterized as "other restrictions held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30.
- (b) This Restriction shall extend to and be binding upon Grantor and the Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and the Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to the Grantee also shall be deemed granted to each successor and assign of the Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.
- (c) Anything contained herein to the contrary notwithstanding, an owner of the Premises shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer.
- (d) The restrictions, stipulations, and covenants contained in this Restriction shall be incorporated by Grantor, 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 Premises or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Premises, but excluding any lease with a term of fewer than ninety (90) days.

19. Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Preservation Restriction Agreement to a unit of federal, state or local government or to a similar local, state or national organization that is qualified under the Act, as amended, whose purposes, inter alia, are to promote preservation of historical; cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Preservation Restriction Agreement was granted will continue to be carried out.

20. Recording and Effective Date. Grantee shall perform, at its own cost, all acts necessary to achieve the prompt recording of this Preservation Restriction Agreement in the land records of Essex South Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Preservation Restriction Agreement take effect on the day and year this instrument is executed by Grantor and Grantee.

EXTINGUISHMENT

21.1 Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Preservation Restriction Agreement and necessitate extinguishment of this Preservation Restriction Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. An extinguishment must meet all the requirements of the Act for extinguishment, including a public hearing to determine that such extinguishment is in the public interest, and approval by Grantee (or the then holder of this Preservation Restriction Agreement, if it has been assigned pursuant to Section 19), and the Massachusetts Historical Commission if this Preservation Restriction Agreement has been approved by the Massachusetts Historical Commission.

21.2 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 the Commission shall join in appropriate proceedings at the time of such taking to recover the full value of the Property that is subject to the taking and all incidental and direct damages from the taking. All expenses reasonably incurred by Grantor and the Commission in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

INTERPRETATION

22. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of this Preservation Restriction Agreement:
- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Preservation Restriction Agreement and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
 - (b) This instrument is executed in two counterparts, one of which is to be retained by the Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart retained by the Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement 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 Preservation Restriction Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns to each term of this instrument whether this instrument is enforceable by reason of statute, common law or private agreement 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 government entity to accommodate the purpose of both this Preservation Restriction Agreement and such ordinance or regulation.

AMENDMENT; SUBORDINATION

23. Amendment. If circumstances arise under which an amendment to or modification of this Preservation Restriction Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Preservation Restriction Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Preservation Restriction Agreement or the status of Grantee under the Act, or any applicable laws, including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the Preservation Values of the Property and the Purpose of this Preservation Restriction Agreement; shall not affect its stated duration; shall not permit residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Preservation Restriction Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records of Essex South Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment to consult or negotiate regarding any amendment.

24. Mortgage Subordination. Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Agreement. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Restriction Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____, day of _____, [2024].

GRANTOR:
80 HAVERHILL ROAD, LLC

By:

Jonathan Kearney, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this _____ day of _____, [2024], before me, the undersigned Notary Public, personally appeared Jonathan Kearney who proved to me through satisfactory evidence of identification, which was a New Hampshire Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of 80 Haverhill Road, LLC.

Notary Public
My Commission Expires:

[Grantee's signature is on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____, day of _____, [2024].

GRANTEE:
CITY OF AMESBURY,
By its Historical Commission

By: _____

Name: _____

Title: _____

Approved By:

CITY OF AMESBURY
By its Mayor

By: _____
Kassandra Gove, Mayor

[Grantor's signature is on preceding page]

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, [2024], before me, the undersigned Notary Public, personally appeared _____, member(s) of the Amesbury Historical Commission, as aforesaid, who 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/they signed it voluntarily for its stated purpose on behalf of the City of Amesbury.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, [2024], before me, the undersigned Notary Public, personally appeared _____, who 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 Mayor of the City of Amesbury.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of the Property

The land in said Amesbury, Essex County, Massachusetts, bounded and described as follows:
A certain parcel of land with the buildings thereon, situated on the Southerly side of Haverhill Road in said Amesbury and shown as Parcel "B" on plan entitled "Plan of Land in Amesbury, Mass., as surveyed for W.E. Begin Scale 1" = 40', October, 1971, Town Planning & Engineering Associates, Inc.", recorded with Essex South District Registry of Deeds, November 23, 1971, in Plan Book 121, Plan 12.

Meaning and intending to describe and convey the same premises conveyed by deed dated June 29, 2001 and recorded with Southern Essex District Registry of Deeds in Book 17403, Page 563.

EXHIBIT B

Architectural Description of the Property
and FORM B

The form of the large Italianate-style farmhouse consists of the 2 ½-story, side-gable main block; a cross-gabled, two-story ell with clipped bay stepped back on the right side of the main block; two small, telescoping ells extending off the back left corner of the main block; and a partially-enclosed porch with shed roof extending across the left side elevation of the main block. According to the 1989 Building Form, the first ell on the left side was the main kitchen, and the second was a milk house. A portion of the rear (north) wall of the milk house is missing. The two telescoping ells connected to a large barn that is no longer extant.

Most of the house rests on a raised brick foundation which is more exposed as the ground slopes down behind the house. The second one-story rear ell rests on a concrete block foundation, indicating a newer construction date. Most of the front and side elevations are now clad in synthetic clapboard, but most of the rear elevations remain clad in wood clapboards, which was likely the original cladding throughout. The roof is clad in asphalt shingles (likely wood shingles originally), and the roofs of the main block, right side ell and first left side ell all have projecting molded-box cornices with partial returns across the gable ends, and the frieze boards are ornamented with molded modillion blocks on all but the rear elevations. Two red brick chimneys rise from the main roof ridge, and a tall red brick chimney with two corbelled courses rises from the right side ell. The upper courses of brick above the corbelled courses have since been removed from the two chimneys on the main block.

The front elevation of the main block is three bays wide with a centered entrance. The front door is protected by a small, close-pedimented porch whose roof has the same ornamentation as the main roofs. The porch rests on a mortared fieldstone foundation and has modern granite steps. The side walls of the porch are enclosed with wood 2/2 double-hung sash. The front door is flanked by narrow 1/1 double-hung sash. The wood door has horizontally-stacked molded panels and a square window (typical of late-19th and early-20th century doors). The door within the entrance porch has been removed. Fenestration consists primarily of a mix of wood single-glazed and modern thermal 2/2 double-hung sash. The 2/2 window muntin pattern was commonly employed for the Italianate style. Synthetic siding covers much of the window surrounds, but flared lintels are still visible above the upper three windows on the front elevation. The full design on the surrounds is visible in the 1989 Building Form photo (Photo 2). This more ornate window surround does not appear to have been employed on the side and rear elevations. There is a hexagonal bay on the right side elevation, another character-defining feature of the Italianate style. The left side porch has the same roof cornice ornamentation and had windows as of the 1989 Building Form but is now a screen porch. The fenestration pattern on the rear elevation of the main block has been altered.

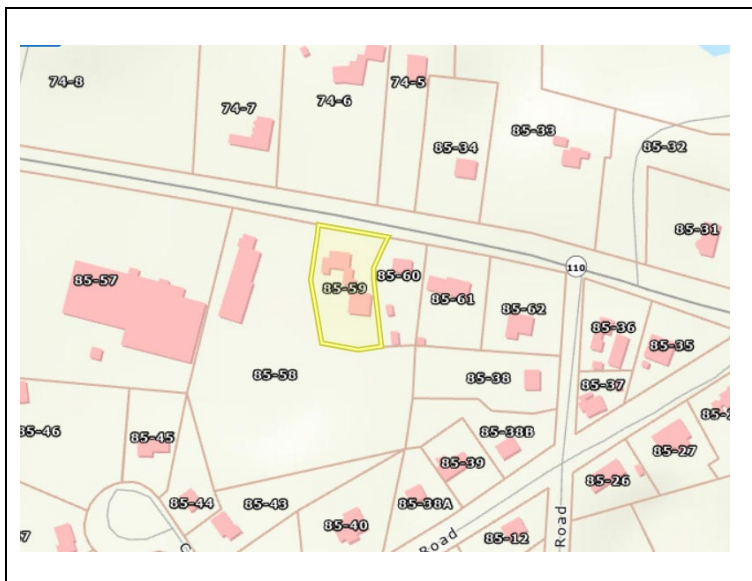
FORM B – BUILDING

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

Photograph



Locus Map



Recorded by: Eric Dray, Preservation Consultant
Organization: 80 Haverhill Road LLC
Date (month / year): October 2024

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

85-59

Newburyport
West

AME.492

Town/City: AMESBURY

Place: (*neighborhood or village*): South Amesbury

Address: 80 Haverhill Road

Historic Name: Benjamin and Sarah Huntington House

Uses: Present: Multiple Family Dwelling House

Original: Single Family Dwelling House

Date of Construction: [1877-1884]

Source: Title research, 1884 Essex County Atlas

Style/Form: Italianate

Architect/Builder: Unknown/ Unknown

Exterior Material:

Foundation: Brick, fieldstone, concrete block

Wall/Trim: Synthetic clapboard, wood clapboard/ Wood

Roof: Asphalt shingles

Outbuildings/Secondary Structures:

None

Major Alterations (*with dates*):

Attached barn demolished (2024)

Condition: Good

Moved: no ☒ yes ☐ **Date:**

Acreage: 0.63 acres

Setting: This property is located on the south side of Haverhill Road in southern Amesbury. This former agricultural landscape is now a busy road with a mix of residential, commercial and industrial uses. The house is set back slightly from the road on a rise. The property is open in front of the house with expanses of lawn and foundation plantings. A gravel driveway leads to the left side of the house. The property slopes back down behind the house.

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AME.492

☐ Recommended for listing in the National Register of Historic Places.

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

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

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

The form of this large Italianate-style farmhouse consists of the 2 ½-story, side-gable main block; a cross-gabled, two-story ell with clipped bay stepped back on the right side of the main block; two small, telescoping ells extending off the back left corner of the main block; and a partially-enclosed porch with shed roof extending across the left side elevation of the main block. According to the 1989 Building Form, the first ell on the left side was the main kitchen, and the second was a milk house. A portion of the rear (north) wall of the milk house is missing. The two telescoping ells connected to a large barn that is no longer extant.

Most of the house rests on a raised brick foundation which is more exposed as the ground slopes down behind the house. The second one-story rear ell rests on a concrete block foundation, indicating a newer construction date. Most of the front and side elevations are now clad in synthetic clapboard, but most of the rear elevations remain clad in wood clapboards, which was likely the original cladding throughout. The roof is clad in asphalt shingles (likely wood shingles originally), and the roofs of the main block, right side ell and first left side ell all have projecting molded-box cornices with partial returns across the gable ends, and the frieze boards are ornamented with molded modillion blocks on all but the rear elevations. Two red brick chimneys rise from the main roof ridge, and a tall red brick chimney with two corbelled courses rises from the right side ell. As can be seen from the photo included with the 1989 version of this Building Form (Photo 2), the upper courses of brick above the corbelled courses have since been removed from the two chimneys on the main block.

The front elevation of the main block is three bays wide with a centered entrance. The front door is protected by a small, close-pedimented porch whose roof has the same ornamentation as the main roofs. The porch rests on a mortared fieldstone foundation and has modern granite steps. The side walls of the porch are enclosed with wood 2/2 double-hung sash. The front door is flanked by narrow 1/1 double-hung sash. The wood door has horizontally-stacked molded panels and a square window (typical of late-19th and early-20th century doors). The door within the entrance porch has been removed. Fenestration consists primarily of a mix of wood single-glazed and modern thermal 2/2 double-hung sash. The 2/2 window muntin pattern was commonly employed for the Italianate style. Synthetic siding covers much of the window surrounds, but flared lintels are still visible above the upper three windows on the front elevation. The full design on the surrounds is visible in the 1989 Building Form photo (Photo 2). This more ornate window surround does not appear to have been employed on the side and rear elevations. There is a hexagonal bay on the right side elevation, another character-defining feature of the Italianate style. The left side porch has the same roof cornice ornamentation and had windows as of the 1989 Building Form but is now a screen porch. The fenestration pattern on the rear elevation of the main block has been altered.

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.

This house was built on a 7 ½-acre parcel that ran from Haverhill Road south to Middle Road. Enoch Huntington sold this land in 1877 for \$500 to Benjamin F. Huntington (kinship yet to be established).¹ A comparison of Essex County Atlas maps of South Amesbury between 1872 and 1884 shows that the house had been built by 1884 (Figures 2, 3). Benjamin Franklin Huntington (1838-1907) was the son of Jacob and Sarah (Peaslee) Huntington. Benjamin followed in his father's footsteps as a farmer. He was listed in the 1855 census at 17 years of age, still living at home, and both he and his father were listed as farmers. Benjamin

¹ Southern Essex District Registry of Deeds, Book 983/ Page 466.

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remained listed as a farmer in all subsequent census records. He married Sarah Elizabeth Sawyer in 1863, and they had three daughters, two of which survived to adulthood.

According to probate records, Benjamin Franklin Huntington left this farm to his grandson, Franklin Huntington Sargent (1899-1938). He married Iva M. Johnson (1899-ca. 1945) in 1921. As of the 1930 census, they were living on Haverhill Road, and he was working as a retail merchant for an ice company. After his death in 1938, she continued to live here and in 1942, she married Frank H. Merrill (1899-1976).

Frank Merrill (1899-1976) continued to live here following Iva's death, and he was listed as a farmer in the 1950 census. In 1965, he sold the property, now 3 acres, to Irene and Joseph H. Raymond of Amesbury.² In 1971, the next owners, Wilfred and Ruth Begin, subdivided the parcel into three lots, with the farmhouse on Lot B (Figure 4).³ This property (Lot B) has changed hands numerous times since then, sometimes sold as one of number of parcels. Most recently, in 2023, the LJM Real Estate Nominee Trust sold Lot B to 80 Haverhill Road, LLC.⁴

BIBLIOGRAPHY and/or REFERENCES

Essex County Atlas. Beers, D. G. (Amesbury, South Amesbury), 1872.

Essex County Atlas. Geo. H. Walker & Co., 1884.

Southern Essex District Registry of Deeds

www.ancestry.com - Vital records



Photo 2. View looking southeast.

² Southern Essex District Registry of Deeds, Book 5278/ Page 152.

³ Southern Essex District Registry of Deeds, Plan Book 121/ Page 12.

⁴ Southern Essex District Registry of Deeds, Book 41666/ Page 459.

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Photo 3. View looking southwest.



Photo 4. View looking north.

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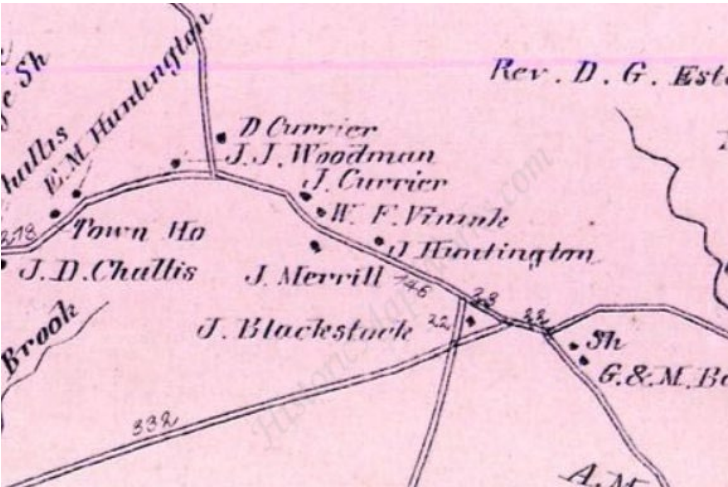


Figure 2. Detail of 1872 Essex County Atlas.

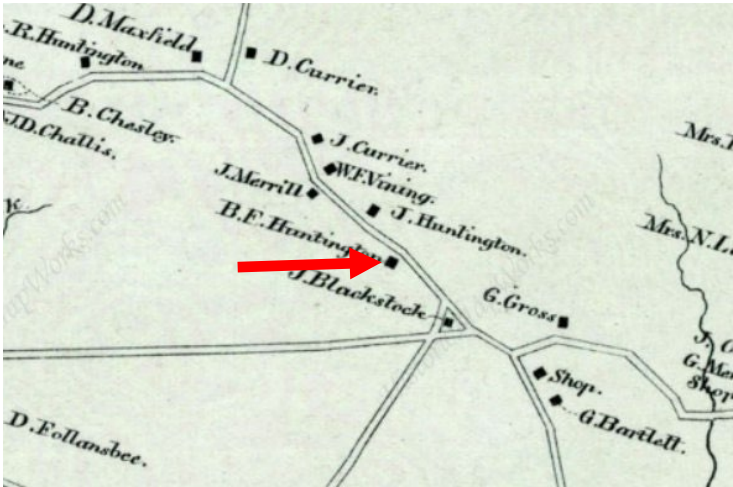


Figure 3. Detail of 1884 Essex County Atlas (arrow added).

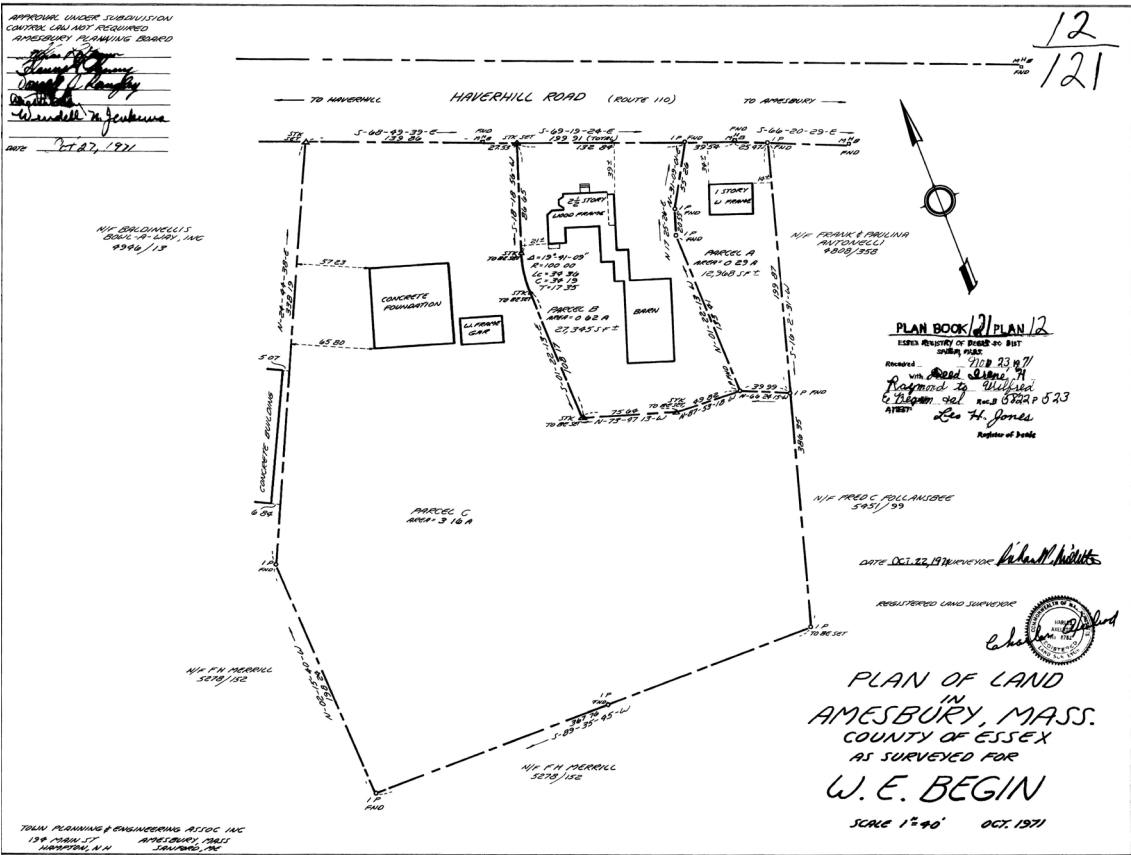


Figure 4. October, 1971 Plan of Land for W. E. Begin (Plan Book 121/ Page 12).

EXHIBIT C

Photographs of the Building

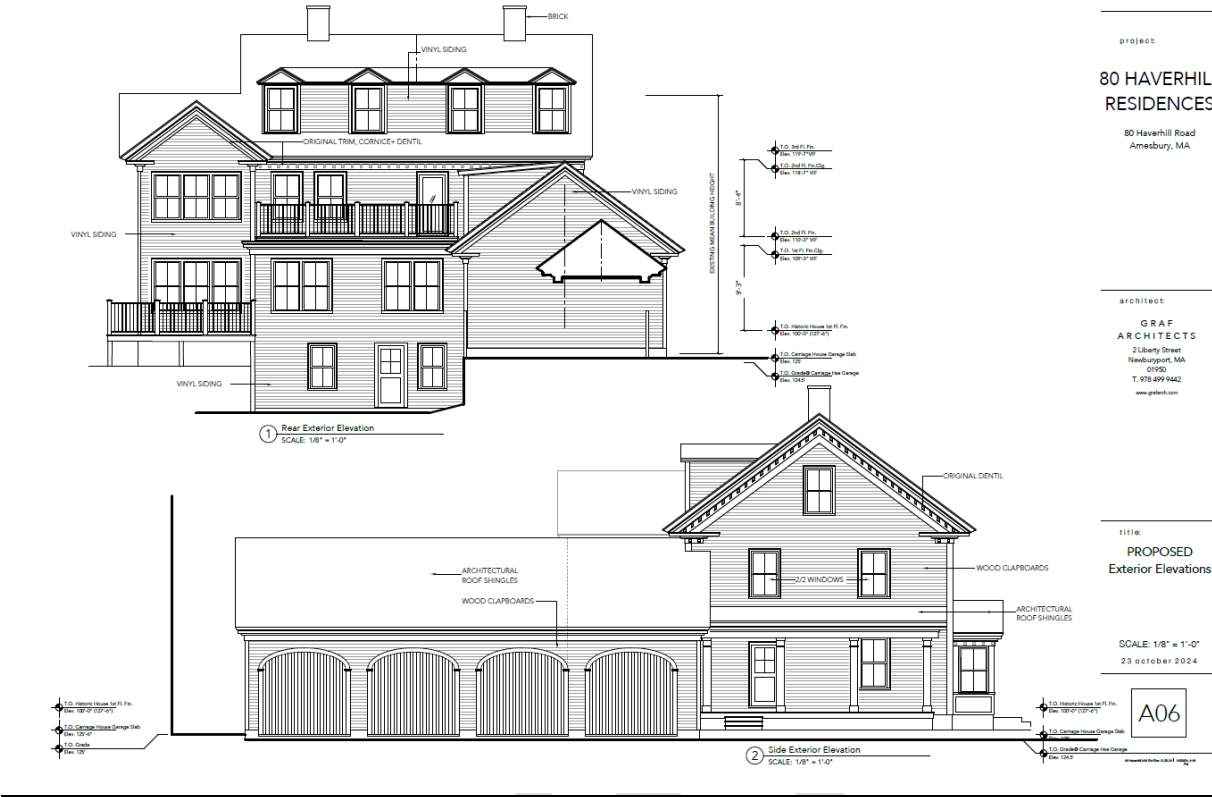
[TO BE COMPLETED]

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EXHIBIT D

Architect's Drawings of the Building





Restriction Guidelines

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building. Under Paragraph 3, prior permission from the Grantee is required for any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance does not require Grantee review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT

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

Major: Painting or fully stripping exterior decorative surfaces or distinctive stylistic features, including exterior murals, stenciling, ornamental woodwork, stone, and decorative or significant original 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 clapboard, 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 chimney 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.

LANDSCAPING/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, and ground disturbances affecting archaeological resources.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction, such changes must be reviewed by the Grantee in order to assess their impact on the historic integrity of the Property, Building, and other structures.

It is the responsibility of the Grantor to notify Grantee in writing when any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the Property, the Building, and other structures, not to preclude future change. The Commission will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.

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