



Amesbury

PLANNING BOARD

City Hall

APPLICATION FOR SPECIAL PERMIT

Date August 25, 2025

Name Fuller Building, LLC

Address 45 Main Street

Amesbury, MA 01913

Title Reference – Book 32508 Page 234

Application is hereby made for a Special Permit under the requirements of Section V, Paragraph D of the Amesbury Zoning Bylaw.

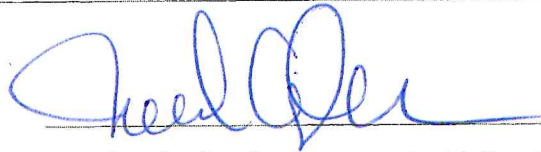
Premises affected are situated on Main Street, Amesbury, MA, and on Map # 53, Lot(s) 254 of the Assessor's Map.

1. Type of Special Permit Required: Historic Preservation, Section XI.J2
2. Zoning District: CBD
3. Has there been any previous appeal or permit on this property: No
If yes, explain: _____
4. Lot Size: 0.07
5. Size of Building(s) existing or proposed: 7887 square feet
6. Occupancy of use, existing/proposed: Existing - Commercial/Retail
Proposed - Commercial/Retail/Residential
7. Is Site Plan review required: Yes
8. Is Subdivision Control Law approval required: No

9. Other permits required: Site Plan Approval

10. Description of proposed work/use: The Applicant intends to restore the exterior of the
existing structure in accordance with its historical character. The Applicant further intends
to convert the second and third floors from commercial to residential use.

11. Principal points upon which application is based: See attached.



Signature of Applicant
Paul J. Gagliardi, Attorney for Fuller Building, LLC

Owner (if not Applicant)

Filing Fee: \$500.00 plus \$100 per lot (CAD, Cluster) or \$50 per dwelling unit (Multi-Family)

Received: _____

Distributed: _____

Hearing: _____

The application must be filed with the original application, (16) collated copies, (1) electronic copy.
If Site plan approval or Subdivision Control Law approval is necessary the original application,
(16) collaged copies, (1) electronic copy must be submitted.

ABUTTERS LIST

Bruce Collins

From: noreply@civicplus.com
Sent: Friday, July 11, 2025 8:20 AM
To: Assessor
Subject: Online Form Submittal: REQUEST FOR AN ABUTTERS LIST

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you have confirmed that the content is safe.

REQUEST FOR AN ABUTTERS LIST

LOCATION OF
PROPERTY: 45 Main Street

MAP/LOT (IF KNOWN) 53/254

REQUESTER: Paul Gagliardi

PHONE NUMBER: 978 388 1787

EMAIL: pgagliardi@dfilp.com

REQUEST IS MADE FOR
APPLICATION TO THE
FOLLOWING BOARD PLANNING BOARD (300')

When Abutters List is
Ready I want to pick up the list (Assessor's Department will call you).

CUSTOM LIST - EXPLAIN
(FEE MAY BE
REQUIRED) *Field not completed.*

NOTE: The Assessor Office will typically complete your request within 10 days from the date of receipt. We will call the requestor when the abutters list is complete. The ORIGINAL COMPLETE ABUTTERS list must be submitted with your application for the appropriate board. LISTS CANNOT BE MAILED UNLESS A PREPAID, SELF ADDRESSED ENVELOPE IS SENT TO OUR OFFICE. We will not be responsible for lists sent through the mail. Completed lists can be picked up at the Assessors Office during normal office hours.

Email not displaying correctly? [View it in your browser.](#)

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT	
FULLER BUILDING LLC		2 High	1 All Public	1 Paved	1 Urban	Description	Assessed
45 MAIN ST		4 Rolling		5 Curb & Gutter	4 Bus. District	COMMIERC.	279,500
				6 Sidewalk		COM LAND	224,400
		SUPPLEMENTAL DATA					
Alt Pcl ID 00007 00000 00021		Use Chang					
Sub-Div		Original Lo					
Spec Cond		NOTES					
OWNER O NO		STYLE					
ABC		CHAPTER					
ABAPPLI		Assoc Pld#					
GIS ID M_246491_956427							

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC
FULLER BUILDING LLC		32508	0234	05-29-2013	Q	375,000	00
FULLER RONALD J		10357	0419	03-12-1990	U	250,000	1A
FULLER JOHN C		06299	0697	11-17-1976		0	
Total						491,200	Total
						447,900	Total
						503,900	Total

EXEMPTIONS		Amount	Description	Number	Amount	Comm Int
Year						
Code						
Description						

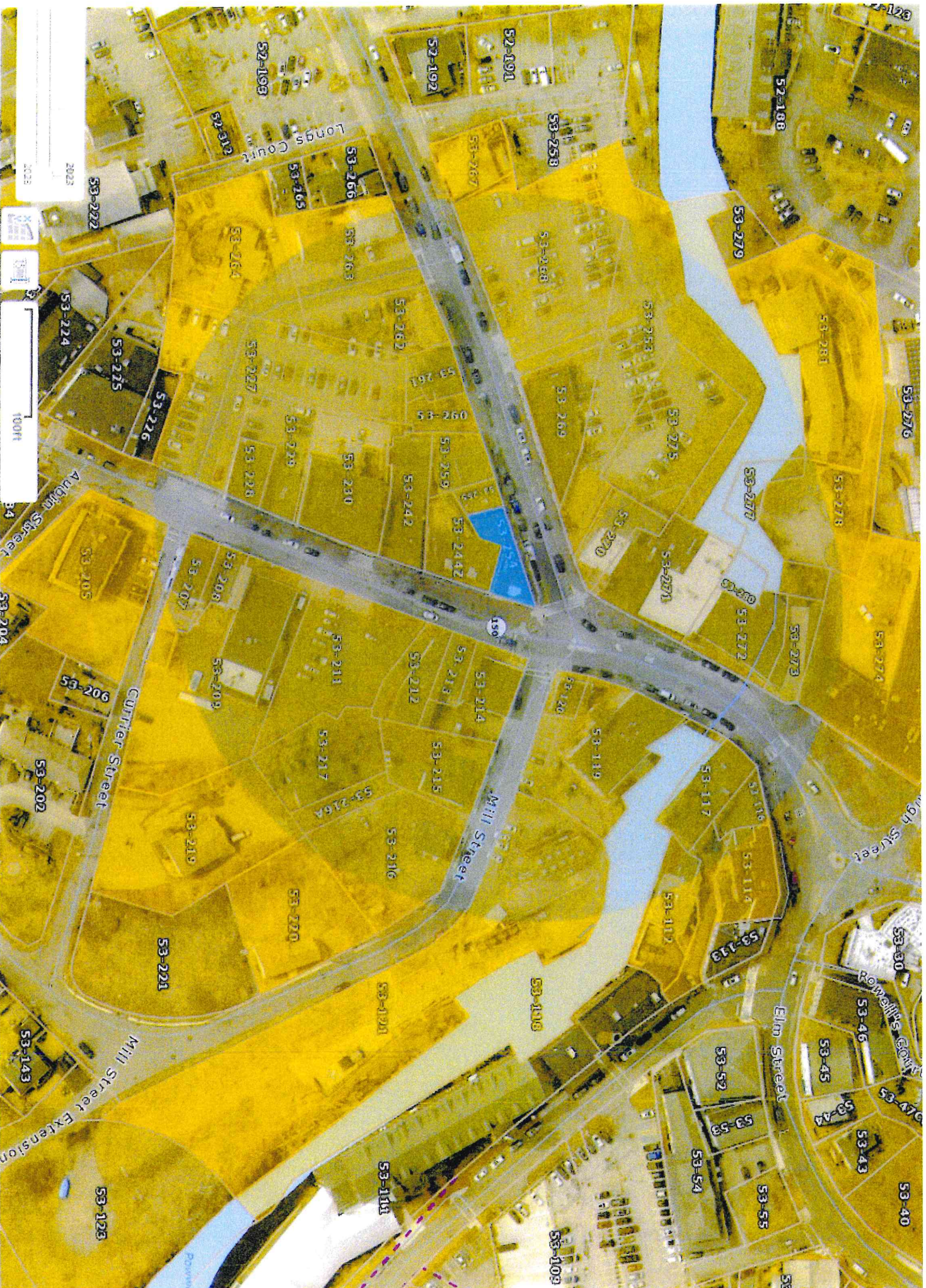
ASSESSING NEIGHBORHOOD		Amount	Description	Number	Amount	Comm Int
Nbhd						
0001						
Total						
Nbhd Name						
0001						
Notes						
HEMPIRE						
RAP-N-TAP, HOT WATER, 2ND & 3RD						

OTHER ASSESSMENTS		Amount	Description	Number	Amount	Comm Int
Year						
Code						
Description						

BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY				Total Appraised Parcel Value	503,900
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result	
80886	10-30-2018	CM	Commercial	6,000		0	09-30-2001	INTERIOR PARITIONS, ADD SIGN	04-23-2021	BM1			DB	Drive By	
92-114	03-06-1992	CM	Commercial	100	08-15-2002	100	12-31-1982	STORE FRONT	01-15-2019	ML			BP	Building Permit	
82-314	10-10-1982	CM	Commercial	9,000	06-12-1983	100			11-18-2015	CW			10	Letter sent	
									12-17-2013	CL			EI	Exterior Inspection	
									02-16-2007	RD			00	Measur+Listed	
									08-15-2002	HF			DQ	Data Quality	
									10-27-1998	MT			IR	Income Reconciliation	

LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nhbd.	Nhbd Adj.	Notes	Location Adjustme	Adj Unit Pric	Land Value
1	3250	Retail < 10,000 S	CB			3,130 SF	37.78	1.15000	A	1.00	0100	1.650			0	224,400

LAND LINE VALUATION SECTION		Notes	Location	Adjustme	Adj Unit	Pric	Land Value
B Use Code							
Description							
Zone							
CB							
Retail < 10,000 S							
3250							
Total							
Total Land Value							
224,400							



2023
2023
100ft

53-275
AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-277
AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-278
AMESBURY CITY OF
MILLYARD
TOWN HALL
AMESBURY, MA 01913

53-280
AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-281
MASTER DEED
WHITTIER PRESS CONDOS
16 MILLYARD
AMESBURY, MA 01913

53-282
DANAN REALTY TRUST
DAVID FRICK (TRUSTEE)
14 MAUDSLEY VIEW LN
AMESBURY, MA 01913

53-283
30 MILLYARD REALTY LLC
26 MILLYARD #8
AMESBURY, MA 01913

53-284
VAVRA LORRAINE J
20 MILLYARD #3
AMESBURY, MA 01913

53-285
30 MILLYARD REALTY LLC
26 MILLYARD UNIT 8
AMESBURY, MA 01913

53-286
30 MILLYARD REALTY LLC
26 MILLYARD UNIT 8
AMESBURY, MA 01913

53-287
30 MILLYARD REALTY LLC
26 MILLYARD # 8
AMESBURY, MA 01913

53-288
30 MILLYARD REALTY, LLC
26 MILLYARD # 8
AMESBURY, MA 01913

53-289
30 MILLYARD REALTY LLC
26 MILLYARD UNIT 8
AMESBURY, MA 01913

THE BOARD OF ASSESSORS OF THE TOWN OF
AMESBURY, MA HEREBY CERTIFIES THAT THIS
LIST OF ABUTTERS IS THE MOST RECENT
APPLICABLE TAX LIST AS REQUIRED BY CHAPTER
40A, SECTION 11 OF THE MASSACHUSETTS
GENERAL LAWS AS AMENDED

Bruce Cole 7/15/25

53-112

WATER STREET REALTY TRUST
LOUIS LAVOIE TRUSTEE
21 WATER STREET
AMESBURY, MA 01913

53-117

KARAS HERBERT S
SUSAN KARAS TRUSTEES
5040 SUFFOLK DRIVE
BOCA RATON, FL 33496

53-120

ZEMANIAN ARAM V TRUSTEE
THE JEWELERS BUILDING REALTY TRUST
40 MAIN ST
AMESBURY, MA 01913

53-207

AMESBURY FAMILY TRUST LLC
536 LEBANON STREET SUITE 101
MELROSE, MA 02176

53-210

SPENCER SCOTT
CECILLY J DEOROCKI T/E
4 CURRIER ST
AMESBURY, MA 01913

53-213

ATLANTIC DESIGN PROPERTIES LLC
24 NEWBURY ROAD
IPSWICH, MA 01938

53-216

KENNEDY JILL A C BARRY
44 WOOD STREET
GROVELAND, MA 01834

53-219

SOC OF THADEUS KOSCIUSZKO
LODGE 2058
13 MILL STREET RR
AMESBURY, MA 01913

53-227-A

AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-228-A

CAAAD LLC
194 MAIN AVE
S HAMPTON, NH 03827

53-114

TOWNS BRADLEY J
TRES MARKET SQ TRUST
147 HIGH RD
NEWBURY, MA 01951

53-118

AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-121

MASS ELECTRIC CO
C/O PROPERTIES DEPT
40 SYLVAN ROAD
WALTHAM, MA 02451

53-208

AMESBURY FAMILY TRUST LLC
536 LEBANON STREET SUITE 101
MELROSE, MA 02176

53-211

MCINNIS JOHN P
76 MAIN ST
AMESBURY, MA 01913

53-214

ATLANTIC DESIGN PROPERTIES LLC
24 NEWBURY ROAD
IPSWICH, MA 01938

53-216-A

MOCADO REALTY TRUST
JAMES F MEARS JR TRUSTEE
9 PASTURE RD
BEVERLY, MA 01915

53-220

DASILVA, NILTON
14 COLLINS ST
AMESBURY, MA 01913

53-227-B

AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-228-B

NASO ROBERT
ONE CHARLES STREET APT 429
NEWBURYPORT, MA 01950

53-116

KARAS HERBERT S
SUSAN KARAS TRUSTEES
5040 SUFFOLK DRIVE
BOCA RATON, FL 33496

53-119

JONES & WILSON, LLC
41 INDUSTRIAL DRIVE UNIT 20
EXETER, NH 03833

53-205

100 MAIN STREET AMESBURY LLC
1 FOREST LANE
BOXFORD, MA 01921

53-209

MCINNIS JOHN P
TRUSTEE J.M.A. REALTY TRUST
76 MAIN ST
AMESBURY, MA 01913

53-212

MAYSON HOUSE LLC
54 MAIN ST
AMESBURY, MA 01913

53-215

GESUALDI CHRISTIAN
LAURIE J GESUALDI & EZEQUIEL H GESUALD
9-11 MILL STREET
AMESBURY, MA 01913

53-217

MOCADO REALTY TRUST
JAMES F MEARS JR TRUSTEE
9 PASTURE RD
BEVERLY, MA 01915

53-227

AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-228

MASTER DEED
83-87 MAIN ST CONDOMINIUM
83-87 MAIN ST
AMESBURY, MA 01913

53-228-C

KOTOWSKI WILLIAM
C/O JOANNA KOTOWSKI T/E
83 MAIN ST UNIT 3
AMESBURY, MA 01913

53-228-D
FRONTIERA FRANK
27 ELIZABETH ST
AMESBURY, MA 01913

53-228-E
BURKE CAMERON J
83 MAIN ST UNIT #5
AMESBURY, MA 01913

53-228-F
LOPES JOSEPH
95 MAYFLOWER HILL DRIVE
WATERVILLE, ME 04901

53-229
EMG REALTY, LLC
77 MAIN STREET
AMESBURY, MA 01913

53-230
MASTER DEED
THE RESIDENCES AT 75 MAIN STREET COND
69 MAIN ST
AMESBURY, MA 01913

53-230-A
WILD HONEY, LLC
1 KAIROS WAY
SALISBURY, MA 01952

53-230-B
WILD HONEY, LLC
1 KAIROS WAY
SALISBURY, MA 01952

53-230-C
N&H REALTY LLC
73 MAIN ST C
AMESBURY, MA 01913

53-230-D
PONTREMOLI DANI
EDWARD J PONTREMOLI (JT)
75 MAIN ST
AMESBURY, MA 01913

53-230-E
LAWRENCE-HURT JESSICA
75 MAIN STREET UNIT 102
AMESBURY, MA 01913

53-230-F
MCADAMS KENNETH T
75 MAIN ST UNIT 103
AMESBURY, MA 01913

53-230-G
SIROIS, JASON
75 MAIN ST 104
AMESBURY, MA 01913

53-230-H
WOYTOVICH REAL ESTATE TRUST
DAVID G WOYTOVICH AND KATHLEEN M WO'
75 MAIN ST UNIT 105
AMESBURY, MA 01913

53-230-I
DESROCHE SCOTT
75 MAIN ST UNIT 201
AMESBURY, MA 01913

53-230-J
THE SHAHIAN FAMILY IRREVOCABLE TRUST
ARTHUR SHAHIAN (TRUSTEE)
126 MERRIMAC STREET
NEWBURYPORT, MA 01950

53-230-K
WOOD HARLEY J
75 MAIN ST UNIT 203
AMESBURY, MA 01913

53-230-L
JOHNSON MICHAEL W
75 MAIN ST #204
AMESBURY, MA 01913

53-230-M
KROPIWNICKI CARRIE
75 MAIN ST
AMESBURY, MA 01913

53-230-N
LEO MAURICE LLC
17 J STREET
NEWBURYPORT, MA 01950

53-230-O
LEE HOWARD
JOYCE LEE
160 LOOKOUT DRIVE
FLAGLER BEACH, FL 32136

53-230-P
CORNETTA LINDA G
75 MAIN ST #304
AMESBURY, MA 01913

53-230-Q
THE LISA M LYONS TRUST
LISA M LYONS (TRUSTEE)
75 MAIN STREET UNIT 305
AMESBURY, MA 01913

53-242
UNION SAINT JEAN BAPTIST
COUNCIL #14 INC
61 MAIN STREET
AMESBURY, MA 01913

53-244
GRAHAM AMANDA J
49 MAIN ST A
AMESBURY, MA 01913

53-244-Z
MASTER DEED
FIFTY-SEVEN MAIN PLACE CONDOS
49 MAIN ST
AMESBURY, MA 01913

53-245
57 MAIN STREET UNIT 2 REALTY TRUST
THOMAS A BARNES TRUSTEE
45 MARKET STREET
AMESBURY, MA 01913

53-246
LLOYD ORIT SARAH
57 MAIN ST 3
AMESBURY, MA 01913

53-247
ST PETER-BLAIR ROBERT T
49 MAIN ST B
AMESBURY, MA 01913

53-248
LAVOIE SUSAN
57 MAIN ST, UNIT 5
AMESBURY, MA 01913

53-249
57 MAIN STREET UNIT 6 REALTY TRUST
THOMAS A BARNES (TRUSTEE)
45 MARKET STREET
AMESBURY, MA 01913

53-250
DOYLE PETER
49 MAIN ST
AMESBURY, MA 01913

53-253
AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-259
147 MERIDIAN REALTY TRUST
ROBERT J GREGORY (TRUSTEE)
168 EAST EMERSON STREET
MELROSE, MA 02176-3535

53-262
GIANNOPOULOS ANGELO TRS
LUCKY'S REALTY TRUST
29 PLUM ISLAND BLVD
NEWBURY, MA 01951

53-263-B
AUDY MICHAEL
42 FRIEND ST B
AMESBURY, MA 01913

53-263-E
SCHNEIDER SANDRA E
44 FRIEND ST
AMESBURY, MA 01913

53-268
AMESBURY CITY OF
MILLYARD PARKING
TOWN HALL
AMESBURY, MA 01913

53-271
MASTER DEED
CLOCK TOWER CONDOS
29-37 MAIN ST
AMESBURY, MA 01913

53-271-C
37 MAIN STREET UNIT 3 LLC
11 WILLOWDALE COURT
AMESBURY, MA 01913

53-272
G4 PROPERTIES LLC
867 BOYLSTON STREET
BOSTON, MA 02116

53-251
GRIZZLY ROCK PROPERTIES LLC
46 ROCKY HILL RD
AMESBURY, MA 01913

53-254
FULLER BUILDING LLC
45 MAIN ST
AMESBURY, MA 01913

53-260
AMESBURY CITY OF
TOWN HALL
AMESBURY, MA 01913

53-263
MASTER DEED
42-44 FRIEND STREET CONDOS
42-44FRIEND ST
AMESBURY, MA 01913

53-263-C
DANNAN REALTY TRUST
DAVID G FRICK (TRUSTEE)
14 MAUDSLEY VIEW LANE
AMESBURY, MA 01913

53-264
OUTHOUSE DAWN M
TRE: FIELDSTONE RLTY TRUST
63 STATE STREET
NEWBURYPORT, MA 01950

53-269
KOKARAS ARTHUR
TRE: WIGHT FAMILY TRUST
11 CLEMENT LN
S HAMPTON, NH 03827

53-271-A
41 MAIN STREET, LLC, A MASSACHUSETTS LI
11 WILLOWDALE COURT
AMESBURY, MA 01913

53-271-D
MMB, LLC
35 MAIN STREET
AMESBURY, MA 01913

53-273
COUNTING HOUSE LLC
C/O JAY GOULD
4 HIGH STREET
HAMPTON, NH 03842

53-252
EAST COAST INSURANCE PROVIDERS LLC
8 MYSTIC ST UNIT 2
CHARLESTOWN, MA 01913

53-255
SHADRACH PROPERTIES, LLC
12 FRIEND ST
AMESBURY, MA 01913

53-261
NEWBURYPORT HOMES LLC
11 LUNT STREET
BYFIELD, MA 01922

53-263-A
CALLAHAN JAMES
DIANE A CALLAHAN T/E
42 FRIEND ST #A
AMESBURY, MA 01913

53-263-D
FOURNIER KELSEY
44 FRIEND ST #B
AMESBURY, MA 01913

53-267
37 FRIEND STREET REALTY, LLC
26 MILLYARD
AMESBURY, MA 01913

53-270
NEWBURYPORT FIVE CENTS SAVINGS BANK
63 STATE ST
NEWBURYPORT, MA 01950

53-271-B
41 MAIN STREET, LLC
11 WILLOWDALE COURT
AMESBURY, MA 01913

53-271-E
MMB, LLC
35 MAIN STREET
AMESBURY, MA 01913

53-274
SOVEREIGN INVESTORS CORP
4 HIGH STREET UNIT #5
HAMPTON, NH 03842

SUPPORTING CORRESPONDENCE



Paul J. Gagliardi, Esq.
Tel 978.388.1787
Email pgagliardi@dfllp.com

24 Market Street
Amesbury, MA 01913
Fax 978.388.9727

September 22, 2025

Amesbury Planning Board
39 South Hunt Road
Amesbury, MA 01913

**Re: 45 Main Street, Amesbury, Massachusetts (the "Property")
Request for Historic Preservation Special Permit and Site Plan Approval**

Dear Members:

Please be advised that this office represents Fuller Building, LLC (the "Applicant") in connection with its application for an Historic Preservation Special Permit under Section XI.J2 and Site Plan Approval under Section XI.C. of the Amesbury Zoning Ordinance (the "Ordinance").

The Applicant appeared before the Amesbury Historical Commission (the "Commission") on July 10, 2025. After reviewing the Applicant's proposal, the Commission issued a letter of support for the project as presented by the Applicant and determined that the Property meets the requirements for historic eligibility as defined in Section XI.J2.3 of the Ordinance. A copy of the letter from the Commission has been filed with the Planning Board.

The Property is located in the Central Business District ("CBD") under the Ordinance. Currently, the Property has commercial/retail use on the first floor and commercial use on the second and third floors. The Applicant proposes to continue and/or expand the commercial/retail use on the first floor and to convert the second and third floors into residential use. In particular, the Applicant seeks to add new commercial space on the Friend Street side of the Building and to create two residential units on both the second and third floors. In order to create the additional commercial space, the Applicant is proposing to raise the roof of the existing single story portion of the structure by approximately 4 feet. More importantly, the Applicant proposes to restore the exterior of the building to reflect its historical character. The Applicant is proposing to accomplish this through the use of a Historic Preservation Special Permit because of the

flexibility that the provision of the Ordinance provides with respect to the development of property.

Historic Preservation Special Permit

In order to pursue the project, the Applicant is requesting an Historic Preservation Special Permit pursuant to the provisions of Section XI.J2 of the Amesbury Zoning Ordinance. The Applicant's proposal satisfies both the general requirements of Section X-J(5) and the specific requirements of Section XI-J2 of the Ordinance, which allows the Board to permit certain non-conformities if it finds that the proposed redevelopment, alteration, extension or addition to the existing historic structure meets the provisions of Section XI.J2.5, shall not result in overburdening of the site, and meets the historic preservation purposes of and intent of Section XI.J2.

General Criteria

The Applicant contends that the Board may grant a Special Permit because the general conditions of Section X-J(5) are fulfilled as follows:

1. "The use requested is listed in the Table of Use Regulations as a special permit for which the application is made."

Historic Uses (Section XI.J2) is listed in the Table of Use Regulations as allowable by Special Permit from the Planning Board.

2. "The requested use is essential and/or desirable to the public convenience or welfare."

The proposed restoration and use of the building will bring an iconic building in heart of downtown Amesbury back to its original glory which will be desirable as a result of the improvement it will make to the downtown street scape.

3. "The requested use will not create undue traffic congestion, or unduly impair pedestrian safety."

The Applicant contends that the proposal will not result in any increase in traffic in the downtown. The Applicant also contends that if it cannot find suitable off street parking within 300 feet of the Property, that there is ample parking in the municipal lots in downtown Amesbury. Section VIII. F of the Ordinance provides, in part, "*Required off-street parking spaces shall be provided on the same lot as the principal use they are required to serve or when practical difficulties as determined by the Planning Board prevent their establishment upon the same lot, they shall be established no further than 300 feet of the building that the parking lot*

will serve. Note, where the building is located no further than 300 feet from an off-street public parking lot, off-street parking is not required when practical difficulties exist in providing off-street parking spaces."

4. "The requested use will not overload any public water, drainage, or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of City will be unduly subjected to hazards affecting health, safety, or general welfare."

The Water and Sewer Departments have indicated to the Applicant that there is ample water and sewer capacity to handle the proposed commercial, retail and residential use being proposed for the building. The Applicant is making no changes whatsoever to the existing site so storm water should not be of a concern.

5. "Any special regulations for the use set forth in Section XI of this Ordinance are fulfilled."

The specific requirements for an Historic Preservation Special Permit as provided in Section XI.J2 of the Ordinance will be complied with as outlined hereinafter.

6. "The requested use will not impair the integrity or character of the district or adjoining districts nor be detrimental to the health or welfare."

The proposed mixed use and rehabilitation of the existing exterior of the building will not only not impair the integrity or character of the district but will improve the character of the downtown by bringing the building back to its historical glory and people into the downtown twenty-four hours a day .

7. "The requested use will not by its addition to a neighborhood cause an excess of that particular use that could be detrimental to the character to said neighborhood."

The proposed commercial/retail/residential use will not cause an excess of these uses in the downtown. The conversion of the second and third floors from commercial use to residential use will improve the character of the downtown, bring people into the downtown throughout the day and will create additional living space for Amesbury residents.

Specific Criteria of Section XI.J2 - Historic Preservation Special Permit

Section XI.J2.I provides that the purpose of the Historic Preservation Special Permit is to preserve the integrity of structures and contributory elements of historic or architectural significance; to encourage preservation and continued use of buildings, structures, sites and

settings, and other elements of historical or architectural significance; encourage adaptive re-use by broadening the permitted uses in various zoning districts and relaxing dimensional standards governing those permitted uses; permit the flexibility of development options by modifying dimensional and density requirements which may impede historic preservation efforts; and to seek public benefits such as preservation restrictions. The Applicant contends that its proposed work to preserve the iconic Fuller Building in downtown Amesbury meets all of the purposes and intents of the Historic Preservation Special Permit.

Authority to Grant Permits

The Planning Board has the authority to grant the Historic Preservation Special Permit since the building is over 75 years old and the Commission has determined that it meets the requirements of Section XI.J2.3. In addition, the Board has the right to permit the mixed commercial/retail/residential uses being proposed by the Applicant without the approval of any other permit granting authority. The Board further has the authority to allow uses which might not otherwise be allowed in the Central Business District and may modify the standards in the Table of Dimensional and Density Regulations.

Site Plan Approval

Under Section XI.J2.4 of the Ordinance, the Applicant is required to provide a Site Plan in accordance with the provisions of Section XI.C.5 of the Ordinance. Section XI.C.5 of the Ordinance provides that the Planning Board may waive any information requirements it judges to be unnecessary to the review of a small scale development. The Applicant is seeking a waiver of the requirements of Section XI.C.5 since there will be no changes to the site except for the proposed restoration of the historic structure. In addition, the Applicant has provided all of the material as required in connection with Site Plan approval under Section XI.J2.4 including: (1) a detailed proposal for the restoration or preservation of the historic structure, including architectural drawings, building materials, and a registered architect's report on existing conditions and proposed restoration, rehabilitation or preservation measures; (2) a site survey and photo documentation for the requirements of the Massachusetts Historical Commission; and (3) written approval from the Amesbury Historic Commission in support of the restoration, rehabilitation or preservation of the historic buildings, structures or landscape and the appropriate methods to achieve it.

Amesbury Planning Board
September 22, 2025
Page 5

The Applicant is further requesting, pursuant to the provisions of Section XI.J2.7.3, that it not be required to provide an affordable housing unit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul J. Gagliardi", with a long horizontal flourish extending to the right.

Paul J. Gagliardi

EXISTING SITE PLAN

PROPOSED SCOPE OF WORK

Scope of Proposed Work/ Background Information

The Applicant, Fuller Building, LLC, is applying for a Historic Preservation Special Permit and Site Plan Approval to enable the Applicant to restore the exterior of the historic structure and to convert the second and third floors from commercial use to residential use.

Proposed Scope of Work 1902-Three Story Building

- Renovate and modernize the existing building which covers most of the existing lot. The building is bordered on two sides by public sidewalks and by narrow alley ways on the remaining sides.
- Add an interior mezzanine floor level onto the one-story portion of the building which require the raising of the one-story roof line on Friend Street by approximately four feet. This will enable the Applicant to incorporate a new Friend Street storefront and entrance in place of the existing one-story commercial space.
- Extend the Main Street storefront windows into the first masonry panel on Friend Street to draw the public view into the space making it more inviting and eliminating some of the blank masonry wall on Friend Street. This, in conjunction with the new Friend Street storefront and entrance, will enhance the streetscape on the Friend Street side of the building.
- Convert the second and third floors from commercial to residential. The Applicant intends to create two one-bedroom units per floor for a total of 4 residential units.
- Replace the existing 2nd and 3rd floor level windows with new Pella "Reserve" or equal historic double hung windows and brickmold. Sashes will match existing full lite with no muntin bars. Aluminum brick mold from Pella will be a custom profile to match existing. Proposed color is Pella "Brown".
- Install storm windows over the 3rd floor stained glass windows.
- Scrape and paint the first floor storefront and replace missing or rotted molding and trim where necessary.
- Scrape and paint the 47 Main Street door to the stairwell.
- Remove the roof top chimney and convert the building to all electric heat with air source heat pumps or natural gas boilers.
- Replace the roofs with new white PVC roofing membranes.

- Replace the skylight with a new energy efficient unit. The Applicant will modify the size, slightly, and relocate the roof access hatch to accommodate better use of space at the top of the third-floor stairs.
- Install a fire alarm and fire protection system.
- Replace the plumbing, mechanical, and electrical infrastructure. • The existing brick chimney will be removed down flush underneath the existing roof parapet cap. A new electric air source heat pump system is planned for the building and will not require a chimney.
- The galvanized metal currently painted from the masonry to the roof line will be scraped and painted brown along with the galvanized metal at the 2nd and 3rd floor bay windows on Main Street. The color will be brown to match the new Pella windows.
- The Fuller Building lettering on the Main Street elevation roof line will be painted white.
- The exterior masonry and brownstone will be spot repointed with a matching-colored mortar. It will also be treated with an environmental cleaner and pressure washed.
- The existing Main Street storefront will be attended to by replacing missing wood dental blocks and rotted wood will be replaced in the same design, primed and painted.
- The two masonry windows on the South elevation (in the alleyway one on the 2nd floor and one on the 3rd floor) will be removed and infilled with wood stud and an exterior grade board, stucco, and painted brick red. The openings will remain recessed to allow the existing fire protection tin doors to be retained in the openings.
- The third-floor fire escape doors over the one-story building will be removed. The opening will be framed in with an exterior grade board. This assembly will be recessed in the opening maintaining the same arched head, the same brickmould profile used at the new Pella "Reserve". A profile will be mounted at the center of the opening to mimic an astragal for double doors. The opening will be painted brown to match the windows and roofline metal.
- The fire escape ladder from the third-floor West elevation to the one-story roof will be removed. The balcony rail and balusters will be infilled where the stair is removed. The fire escape platform and rails will be painted black.
- The West elevation second-floor window overlooking the one-story roof will be infilled to approximately the midpoint. A Pella "Reserve" fixed window will be installed in the remaining portion of this window.
- Old sign brackets, telephone, and electrical cabling and accessories will be removed from the exterior masonry elevations.

Proposed Scope of Work
1906 One-Story Building

- In order to accommodate a new retail space from Friend Street inside the one-story building, the roof line will be raised approximately four feet.
- A new recessed entry will be created on Friend Street to allow the entrance door to swing out in the direction of egress travel and not impede the public sidewalk.
- The current exterior architectural details of the one-story building do not reflect the Renaissance Revival style of the three-story building. A new wood storefront with Pella “Reserve” historic fixed windows will be constructed. This will reflect the typical design of other Friend Street storefronts.
- The four windows on the West elevation in the alleyway will be infilled with masonry to accommodate the new floor level commercial space.
- The fire escape stair will be removed from the alleyway.
- The metal gate to the alleyway will be retained and painted black.
- The exterior masonry and brownstone will be spot repointed with a matching-colored mortar.
- Masonry and brownstone will be treated with an environmental cleaner and pressure washed.
- All exterior paint colors will be selected from the Sherwin Williams or Benjamin Moore historic color palette.

Existing Site Conditions

- The existing building sits on a postage stamp size lot consisting of 0.07 acres. The existing building has been the same size for the past 125 years. There are no changes to the site being proposed and there are no known environmental resources affected.

Engineering and Design Work Including Soil Testing, Traffic Counts, Availability of Utility Capacity, etc

The following engineering and permitting work has been performed to date in connection with this Application:

- 3D laser scanning of the existing building interior and exterior to capture detailing and dimensioning for use in design.
- Building and Fire Code analysis performed by Hastings Consulting.
- Environmental testing has been performed.
- The Building is currently connected to municipal water. The Amesbury Water Department marked out the water service routing on Friend Street and the Amesbury Sewer Department marked out sewer service on Mill Street. Drawings are being developed for submission to the Amesbury Engineering Department in conjunction with our proposal to connect new domestic water and fire protection services to the water main in Main Street. New sanitary and rainwater lines will be run from the building to the existing services in Main Street.
- The Applicant met with Chief Rob Serino of Amesbury Fire Department. Per Chief Serino, design drawings stamped and signed by licensed Building and Fire Code Consultants indicating only one means of egress is required satisfies their requirement for a third-party review addressing their concern for residential egress.

ARCHITECTURAL PLANS
&
ELEVATION PLANS

EXISTING

project:
**FULLER
BUILDING**
45 Main Street
Amesbury, MA

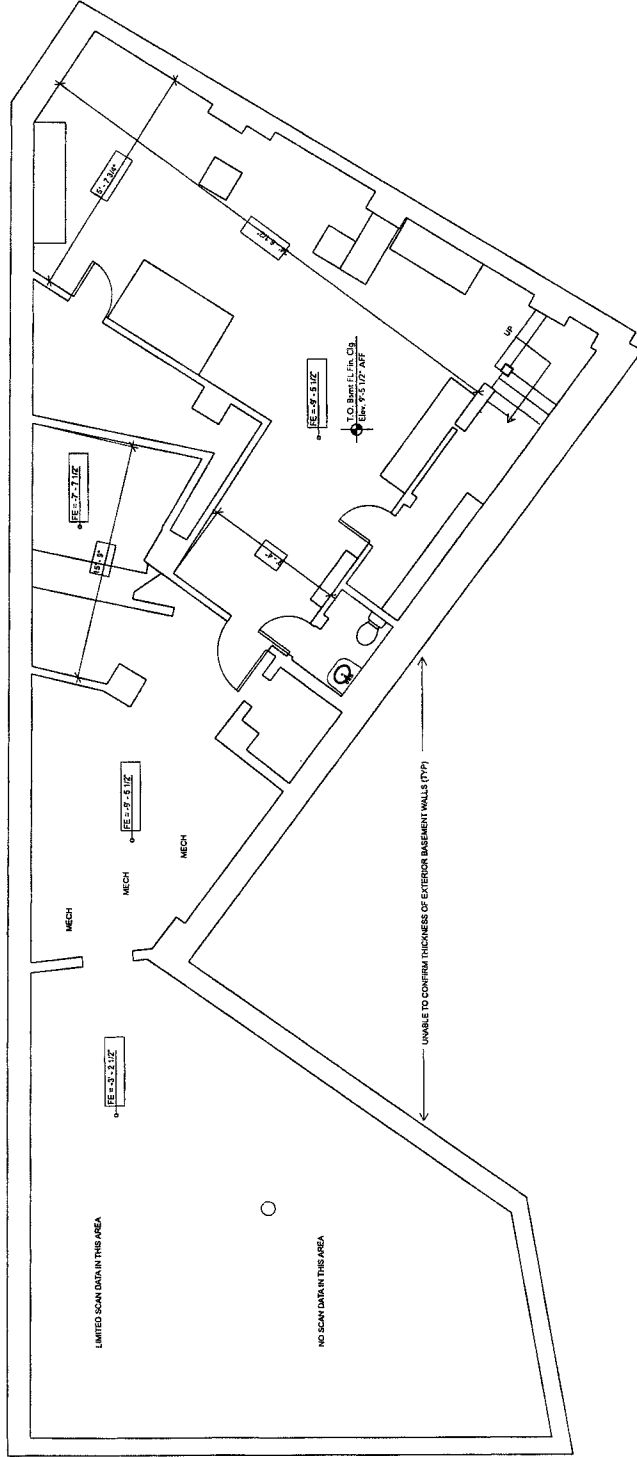
architect
**GRAF
ARCHITECTS**
76 State Street, 3rd Fl.
Newburyport, MA
01950
T. 978 499 9442
www.grafarch.com

title:
**EXISTING
Basement
Floor Plan**

SCALE: 1/8" = 1'-0"
5 august 2025

EX1

Plan: 5/21/25, 1:10 PM, 1/1



1 Basement Floor Plan - EXISTING
SCALE: 1/8" = 1'-0"

project

FULLER BUILDING

45 Main Street
Amesbury, MA

architect

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ARCHITECTS
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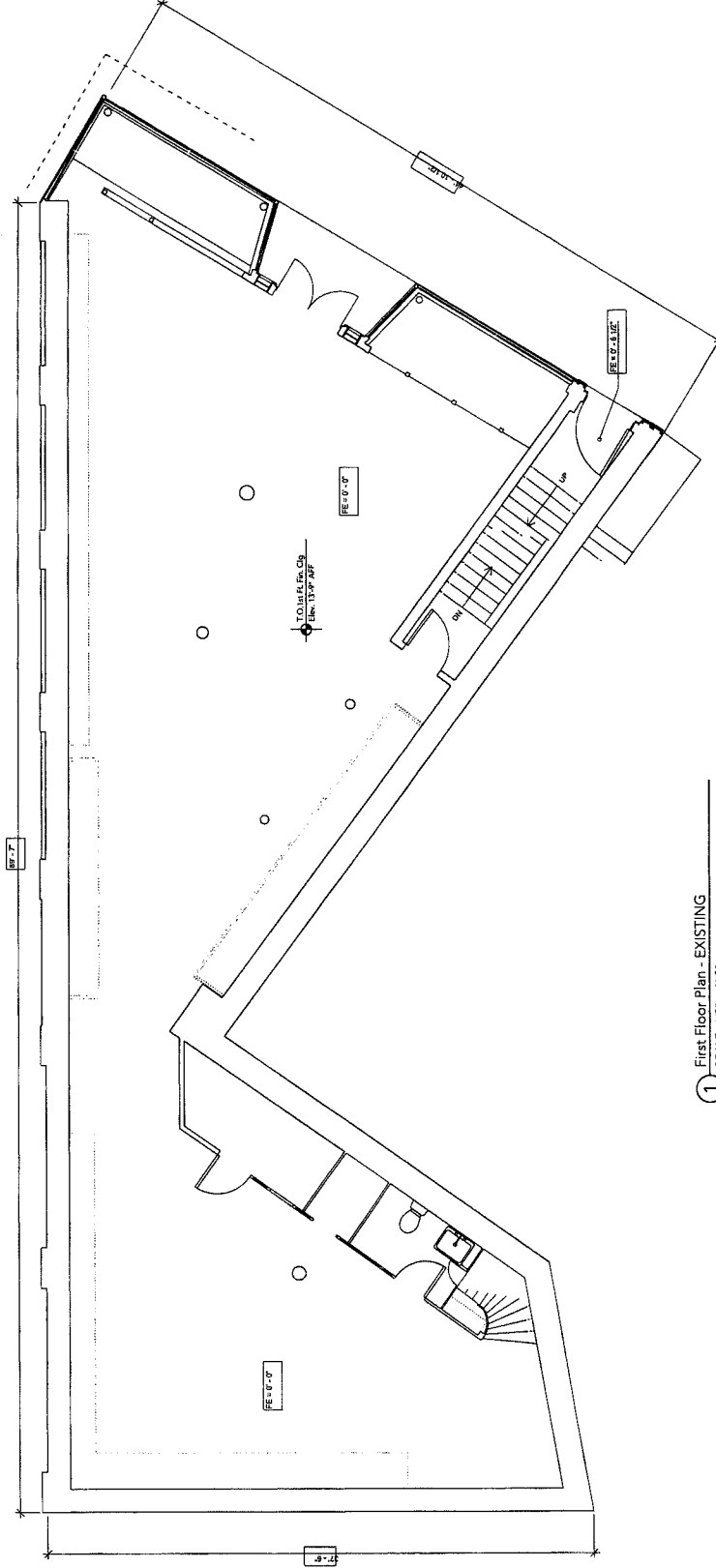
title:

EXISTING First Floor Plan

SCALE: 1/8" = 1'-0"
51 AUGUST 2025

EX2

www.grafarch.com



1 First Floor Plan - EXISTING
SCALE: 1/8" = 1'-0"

project:
**FULLER
BUILDING**
45 Main Street
Amesbury, MA

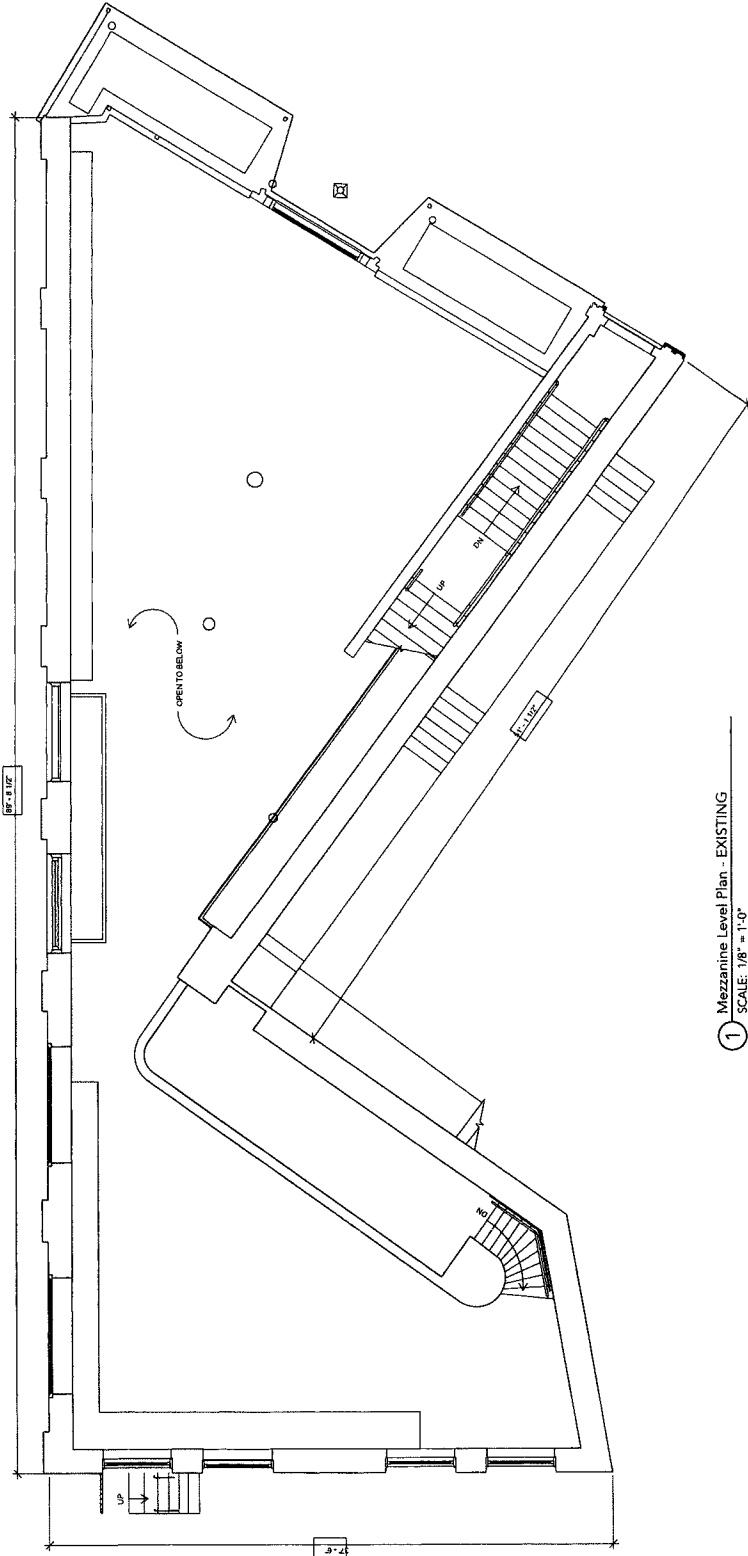
architect:
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title:
**EXISTING
Mezzanine Level**

SCALE: 1/8" = 1'-0"
5 august 2025

EX3

www.grafarch.com 08/25/25 1:00 PM 1/18



1 Mezzanine Level Plan - EXISTING
SCALE: 1/8" = 1'-0"

project:

FULLER BUILDING

45 Main Street
Amesbury, MA

architect:

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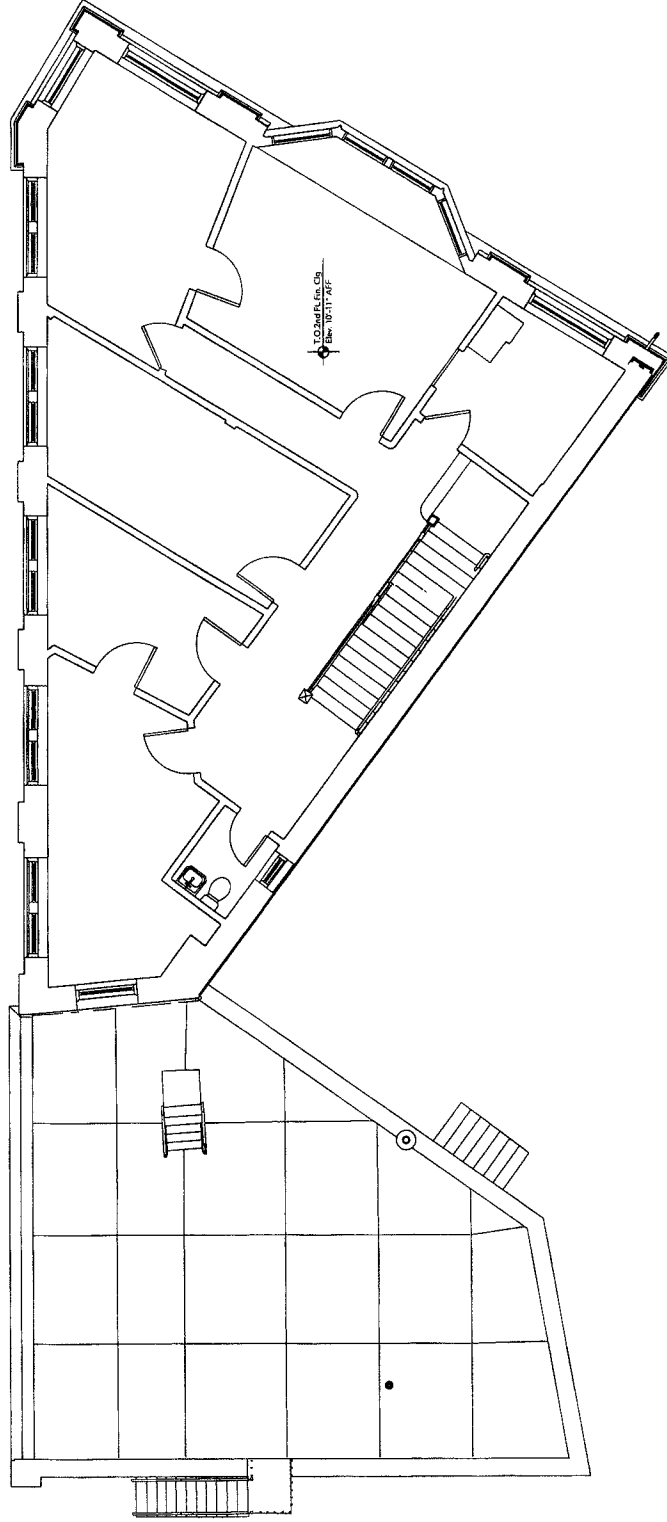
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EXISTING Second Floor Plan

SCALE: 1/8" = 1'-0"
5 august 2025

EX4

Printed: 8/1/25 10:00 AM
Plot: 8/1/25 10:00 AM
Scale: 1/8" = 1'-0"



② Second Floor Plan - EXISTING
SCALE: 1/8" = 1'-0"

FULLER
BUILDING

45 Main Street
Amesbury, MA

architect:

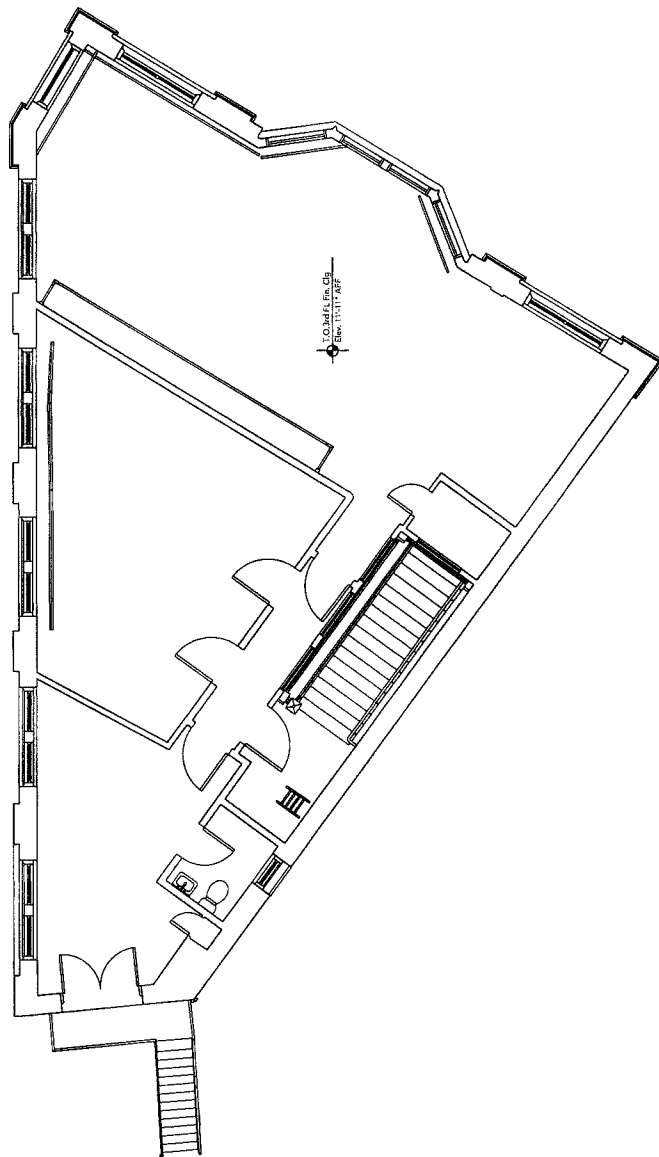
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title:

EXISTING
Third Floor Plan

SCALE: 1/8" = 1'-0"
5 august 2025

EX5

Form Numbering East Plains 01525 | 007275, 373
Page 44

3 Third Floor Plan - EXISTING
SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

project:
**FULLER
BUILDING**
45 Main Street
Amesbury, MA

architect:
**GRAF
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title:
**EXISTING
Roof Plan**

SCALE: 1/8" = 1'-0"
5 august 2025

EX6

Printed: 8/25/25 10:00 AM 11/11/25 11:11 AM



1 Roof Plan - EXISTING
SCALE: 1/8" = 1'-0"

45 Main Street
Amesbury, MA

From: Karl.Lindgren@nasa.gov [mailto:Karl.Lindgren@nasa.gov]
Sent: Wednesday, April 24, 2013 10:01 AM
To: 'Karl Lindgren' <Karl.Lindgren@nasa.gov>
Subject: [EXTERNAL] [REDACTED]



project:

FULLER BUILDING

45 Main Street
Amesbury, MA

architect:

GRAF
ARCHITECTS
76 State Street, 3rd FL
Newburyport, MA
01950
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title:

EXISTING Exterior Elevations

SCALE: 1/8" = 1'-0"
5 AUGUST 2025

EX8

1.0.1st Fl. Fin. Ctg.
Elev. 107'-3" VF

1.0.2nd Fl. Fin. Ctg.
Elev. 113'-9" VF

1.0.3rd Fl. Fin. Ctg.
Elev. 120'-0" VF

1.0.4th Fl. Fin. Ctg.
Elev. 126'-6" VF

1.0.5th Fl. Fin. Ctg.
Elev. 133'-0" VF

1.0.6th Fl. Fin. Ctg.
Elev. 139'-6" VF

1.0.7th Fl. Fin. Ctg.
Elev. 146'-0" VF

1.0.8th Fl. Fin. Ctg.
Elev. 152'-6" VF

1.0.9th Fl. Fin. Ctg.
Elev. 159'-0" VF

1.0.10th Fl. Fin. Ctg.
Elev. 165'-6" VF

1.0.11th Fl. Fin. Ctg.
Elev. 172'-0" VF

1.0.12th Fl. Fin. Ctg.
Elev. 178'-6" VF

1.0.13th Fl. Fin. Ctg.
Elev. 185'-0" VF

1.0.14th Fl. Fin. Ctg.
Elev. 191'-6" VF

1.0.15th Fl. Fin. Ctg.
Elev. 198'-0" VF

1.0.16th Fl. Fin. Ctg.
Elev. 204'-6" VF

1.0.17th Fl. Fin. Ctg.
Elev. 211'-0" VF

1.0.18th Fl. Fin. Ctg.
Elev. 217'-6" VF

1.0.19th Fl. Fin. Ctg.
Elev. 224'-0" VF

1.0.20th Fl. Fin. Ctg.
Elev. 230'-6" VF

1.0.21st Fl. Fin. Ctg.
Elev. 237'-0" VF

1.0.22nd Fl. Fin. Ctg.
Elev. 243'-6" VF

1.0.23rd Fl. Fin. Ctg.
Elev. 250'-0" VF

1.0.24th Fl. Fin. Ctg.
Elev. 256'-6" VF

1.0.25th Fl. Fin. Ctg.
Elev. 263'-0" VF

1.0.26th Fl. Fin. Ctg.
Elev. 269'-6" VF

1.0.27th Fl. Fin. Ctg.
Elev. 276'-0" VF

1.0.28th Fl. Fin. Ctg.
Elev. 282'-6" VF

1.0.29th Fl. Fin. Ctg.
Elev. 289'-0" VF

1.0.30th Fl. Fin. Ctg.
Elev. 295'-6" VF

1.0.31st Fl. Fin. Ctg.
Elev. 302'-0" VF

1.0.32nd Fl. Fin. Ctg.
Elev. 308'-6" VF

1.0.33rd Fl. Fin. Ctg.
Elev. 315'-0" VF

1.0.34th Fl. Fin. Ctg.
Elev. 321'-6" VF

1.0.35th Fl. Fin. Ctg.
Elev. 328'-0" VF

1.0.36th Fl. Fin. Ctg.
Elev. 334'-6" VF

1.0.37th Fl. Fin. Ctg.
Elev. 341'-0" VF

1.0.38th Fl. Fin. Ctg.
Elev. 347'-6" VF

1.0.39th Fl. Fin. Ctg.
Elev. 354'-0" VF

1.0.40th Fl. Fin. Ctg.
Elev. 360'-6" VF

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Elev. 367'-0" VF

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Elev. 373'-6" VF

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Elev. 380'-0" VF

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Elev. 386'-6" VF

1.0.45th Fl. Fin. Ctg.
Elev. 393'-0" VF

1.0.46th Fl. Fin. Ctg.
Elev. 399'-6" VF

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1.0.51st Fl. Fin. Ctg.
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Elev. 458'-0" VF

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Elev. 464'-6" VF

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Elev. 471'-0" VF

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Elev. 477'-6" VF

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Elev. 484'-0" VF

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Elev. 490'-6" VF

1.0.61st Fl. Fin. Ctg.
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1.0.62nd Fl. Fin. Ctg.
Elev. 503'-6" VF

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1.0.64th Fl. Fin. Ctg.
Elev. 516'-6" VF

1.0.65th Fl. Fin. Ctg.
Elev. 523'-0" VF

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Elev. 529'-6" VF

1.0.67th Fl. Fin. Ctg.
Elev. 536'-0" VF

1.0.68th Fl. Fin. Ctg.
Elev. 542'-6" VF

1.0.69th Fl. Fin. Ctg.
Elev. 549'-0" VF

1.0.70th Fl. Fin. Ctg.
Elev. 555'-6" VF

1.0.71st Fl. Fin. Ctg.
Elev. 562'-0" VF

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Elev. 568'-6" VF

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Elev. 1127'-6" VF

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Elev. 1166'-6" VF

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Elev. 1179'-6" VF

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Elev. 1192'-6" VF

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Elev. 1238'-0" VF

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Elev. 1244'-6" VF

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Elev. 1264'-0" VF

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Elev. 1277'-0" VF

1.0.182nd Fl. Fin. Ctg.
Elev. 1283'-6" VF

1.0.183rd Fl. Fin. Ctg.
Elev. 1290'-0" VF

1.0.184th Fl. Fin. Ctg.
Elev. 1296'-6" VF

1.0.185th Fl. Fin. Ctg.
Elev. 1303'-0" VF

1.0.186th Fl. Fin. Ctg.
Elev. 1309'-6" VF

1.0.187th Fl. Fin. Ctg.
Elev. 1316'-0" VF

1.0.188th Fl. Fin. Ctg.
Elev. 1322'-6" VF

1.0.189th Fl. Fin. Ctg.
Elev. 1329'-0" VF

1.0.190th Fl. Fin. Ctg.
Elev. 1335'-6" VF

1.0.191st Fl. Fin. Ctg.
Elev. 1342'-0" VF

1.0.192nd Fl. Fin. Ctg.
Elev. 1348'-6" VF

1.0.193rd Fl. Fin. Ctg.
Elev. 1355'-0" VF

1.0.194th Fl. Fin. Ctg.
Elev. 1361'-6" VF

1.0.195th Fl. Fin. Ctg.
Elev. 1368'-0" VF

1.0.196th Fl. Fin. Ctg.
Elev. 1374'-6" VF

1.0.197th Fl. Fin. Ctg.
Elev. 1381'-0" VF

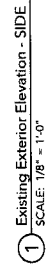
45 Main Street
Amesbury, MA

01750
978 499 9442
www.gatearch.com

EXISTING
Exterior Elevations

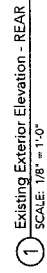
EX9

From: benjamin.fab@univie.ac.at



45 Main Street
Amesbury, MA

Power Building EA 10 Ratios | 9/22/2015, 3:14 PM
8,055.76



ARCHITECTURAL PLANS
&
ELEVATION PLANS

PROPOSED

project:
**FULLER
BUILDING**
45 Main Street
Amesbury, MA

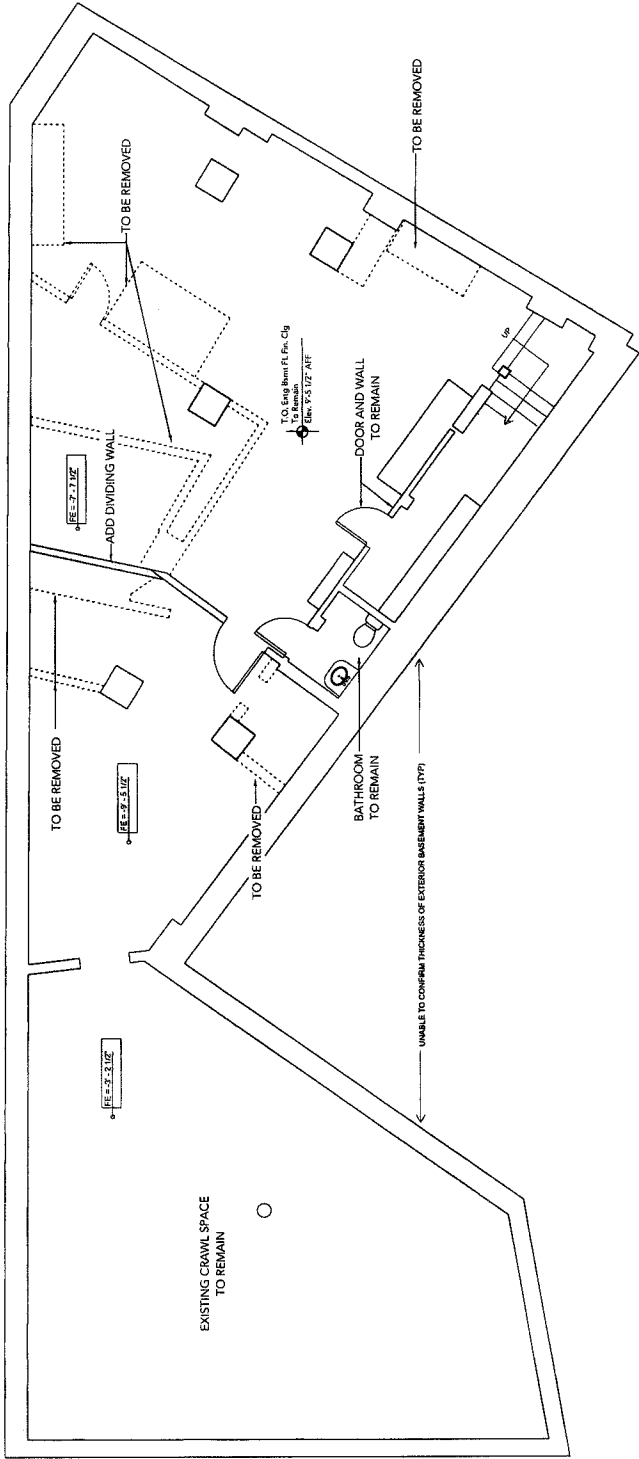
architect
**GRAF
ARCHITECTS**
76 State Street, 3rd FL
Newburyport, MA
01950
T. 978.499.9442
www.grafarch.com

title:
**PROPOSED
Basement
Floor Plan**

SCALE: 1/8" = 1'-0"
5 august 2025

A01

Amesbury, MA 01950



1 Basement Floor Plan - PROPOSED
SCALE: 1/8" = 1'-0"

SF CALCULATIONS - PROPOSED			
☐	RETAIL 1 (1st FL)	2,072 SF	
☐	RETAIL 2 (Mezzanine)	788 SF	
☐	RESIDENTIAL 1	626 SF	
☐	RESIDENTIAL 2	547 SF	
☐	RESIDENTIAL 3	735 SF	
☐	RESIDENTIAL 4	564 SF	

project
**FULLER
BUILDING**
45 Main Street
Amesbury, MA

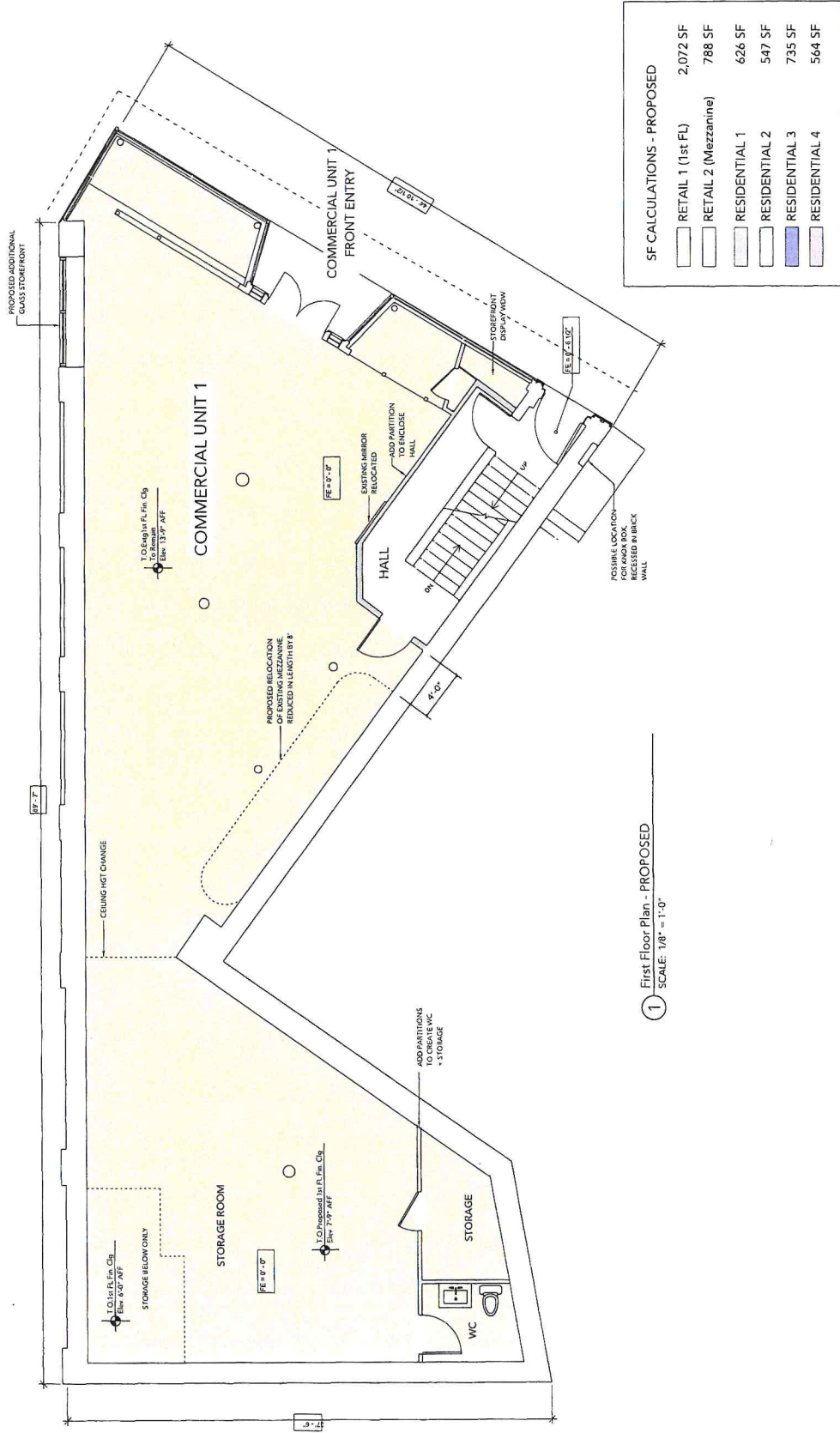
architect
**GRAF
ARCHITECTS**
76 State Street, 3rd FL
Newburyport, MA
01950
T. 978.699.9442
www.grafarch.com

title:
**PROPOSED
First Floor Plan**

SCALE: 1/8" = 1'-0"
5 AUGUST 2025

A02

From Meeting with Peter and Bob 1 AUGUST 2025



project

FULLER BUILDING

45 Main Street
Amesbury, MA

architect

GRAF
ARCHITECTS
76 State Street, 3rd FL
Newburyport, MA
01901
T: 978 477 9442
www.grafarch.com

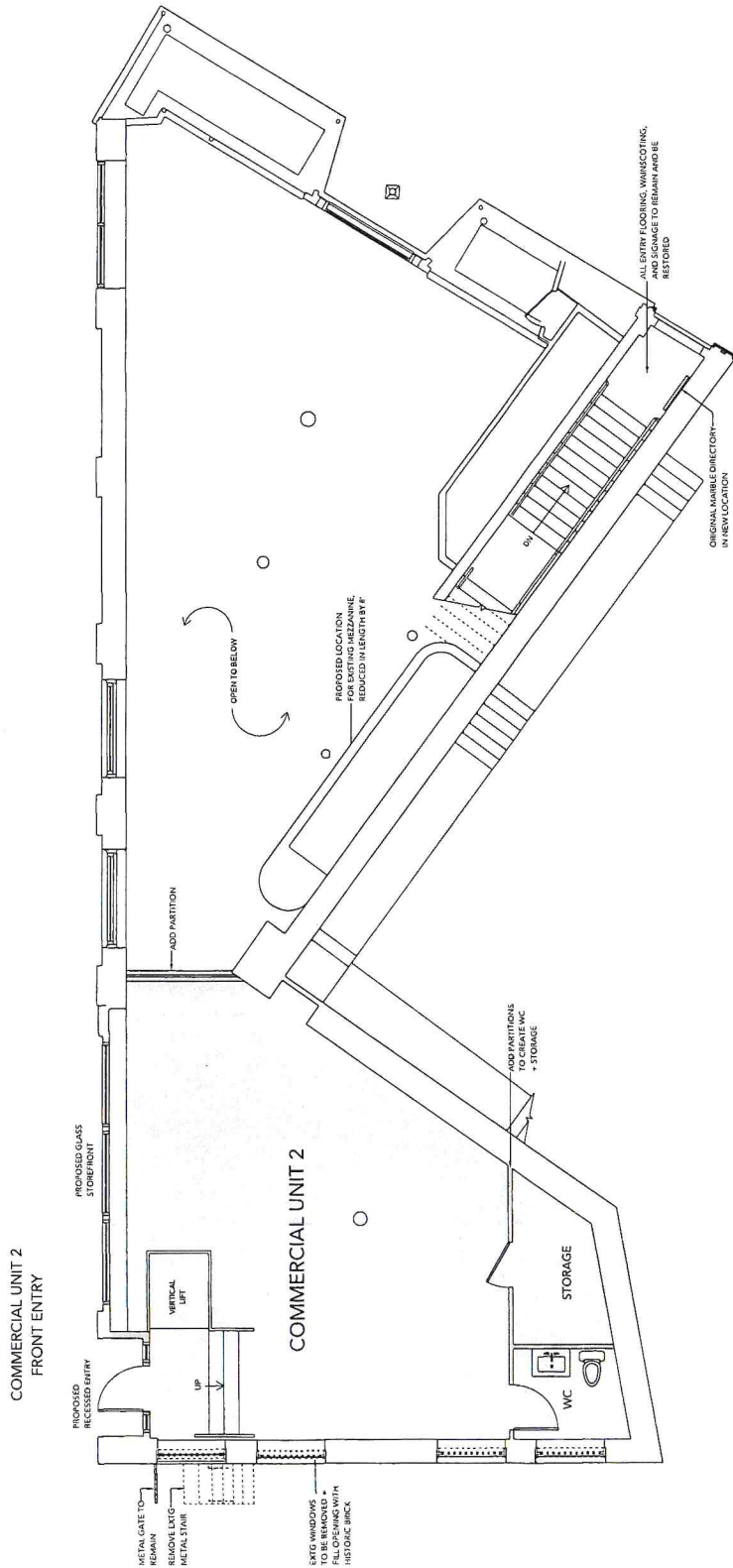
title:

PROPOSED Mezzanine Level

SCALE: 1/8" = 1'-0"
5 AUGUST 2025

A03

Drawn by: [redacted] / 040825 / 040825



1 Mezzanine Level Plan - PROPOSED
SCALE: 1/8" = 1'-0"

SF CALCULATIONS - PROPOSED

RETAIL 1 (1st FL)	2,072 SF
RETAIL 2 (Mezzanine)	788 SF
RESIDENTIAL 1	626 SF
RESIDENTIAL 2	547 SF
RESIDENTIAL 3	735 SF
RESIDENTIAL 4	564 SF

project

FULLER BUILDING

45 Main Street
Amesbury, MA

architect

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Newburyport, MA
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T. 978 499 9442
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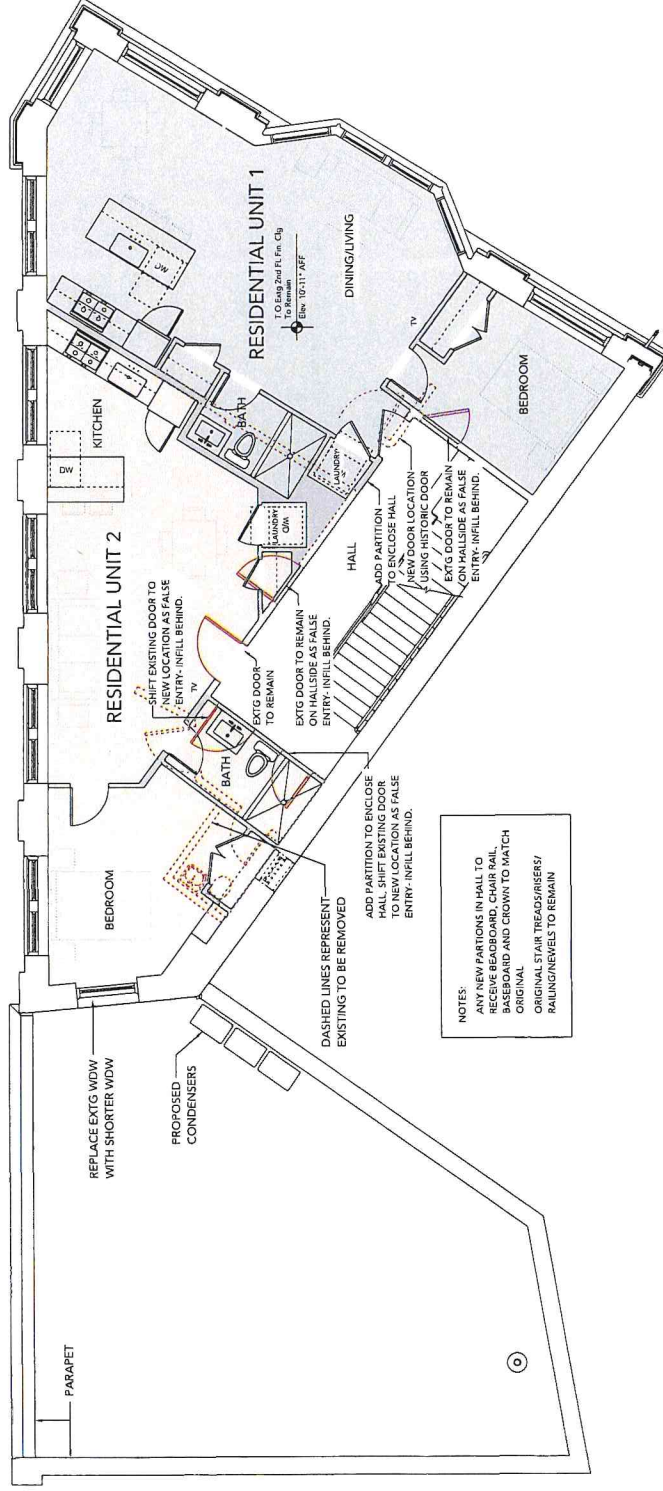
title

PROPOSED Second Floor Plan

SCALE: 1/8" = 1'-0"
5 august 2025

A04

Amesbury Fuller Building 1 AUGUST 2025



1 Second Floor Plan - PROPOSED
SCALE: 1/8" = 1'-0"

SF CALCULATIONS - PROPOSED

RETAIL 1 (1st FL)	2,072 SF
RETAIL 2 (Mezzanine)	788 SF
RESIDENTIAL 1	626 SF
RESIDENTIAL 2	547 SF
RESIDENTIAL 3	735 SF
RESIDENTIAL 4	564 SF

FULLER
BUILDING

45 Main Street
Amesbury, MA

architect:

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ARCHITECTS**
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01950
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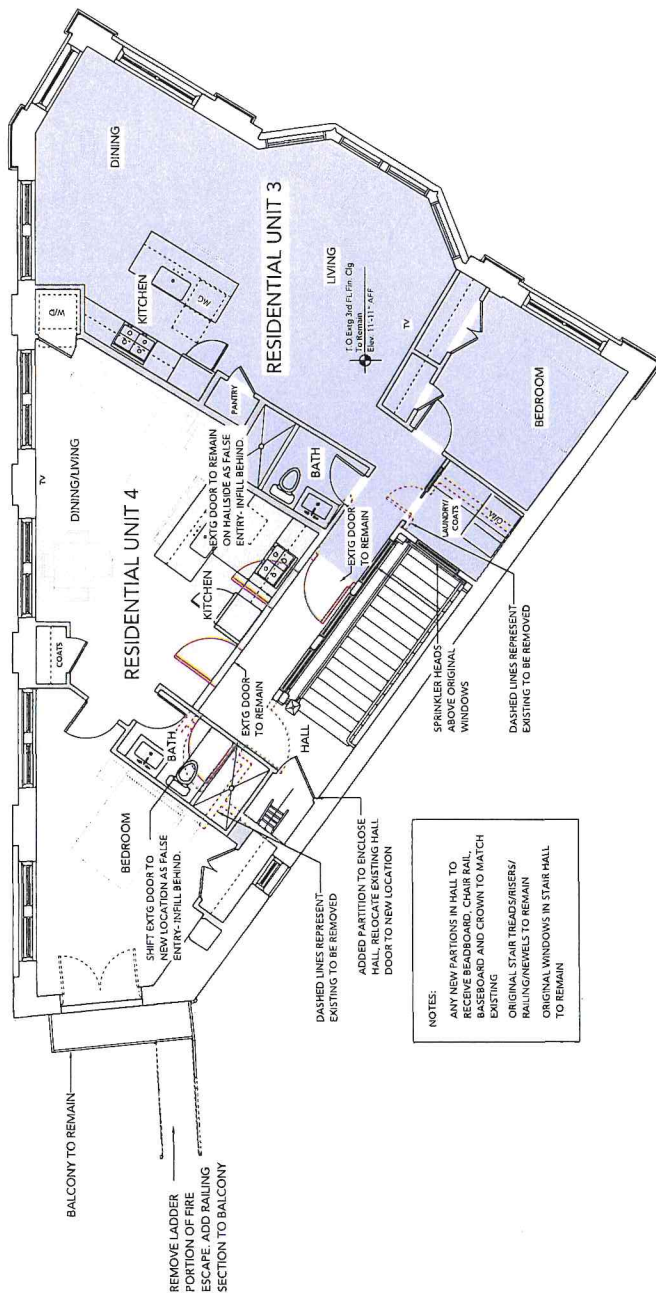
title:

PROPOSED
Third Floor Plan

SCALE: 1/8" = 1'-0"

A05

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SF CALCULATIONS - PROPOSED		
	RETAIL 1 (1st FL)	2,072 SF
	RETAIL 2 (Mezzanine)	788 SF
	RESIDENTIAL 1	626 SF
	RESIDENTIAL 2	547 SF
	RESIDENTIAL 3	735 SF
	RESIDENTIAL 4	664 SF

1 Third Floor Plan - PROPOSED
SCALE: 1/8" = 1'-0"

project:

FULLER
BUILDING

45 Main Street
Amesbury, MA

architect:

**GRAF
ARCHITECTS**
76 State Street, 3rd FL
Newburyport, MA
01950
T. 978 499 9442
www.grafarch.com

title:

PROPOSED
Roof Plan

SCALE: 1/8" = 1'-0"
5 august 2025

A06

www.blindgates.co.uk | 01263 307
140



1 Roof Plan - PROPOSED
SCALE: 1/8" = 1'-0"

SF CALCULATIONS - PROPOSED		
☐	RETAIL 1 (1st FL)	2,072 SF
☐	RETAIL 2 (Mezzanine)	788 SF
☐	RESIDENTIAL 1	626 SF
☐	RESIDENTIAL 2	547 SF
☐	RESIDENTIAL 3	735 SF
☐	RESIDENTIAL 4	564 SF

FULLER
BUILDING

45 Main Street
Amesbury, MA

architect:

**GRAF
ARCHITECTS**
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Newburyport, MA
01950
T. 978.499.9442
www.grafarch.com

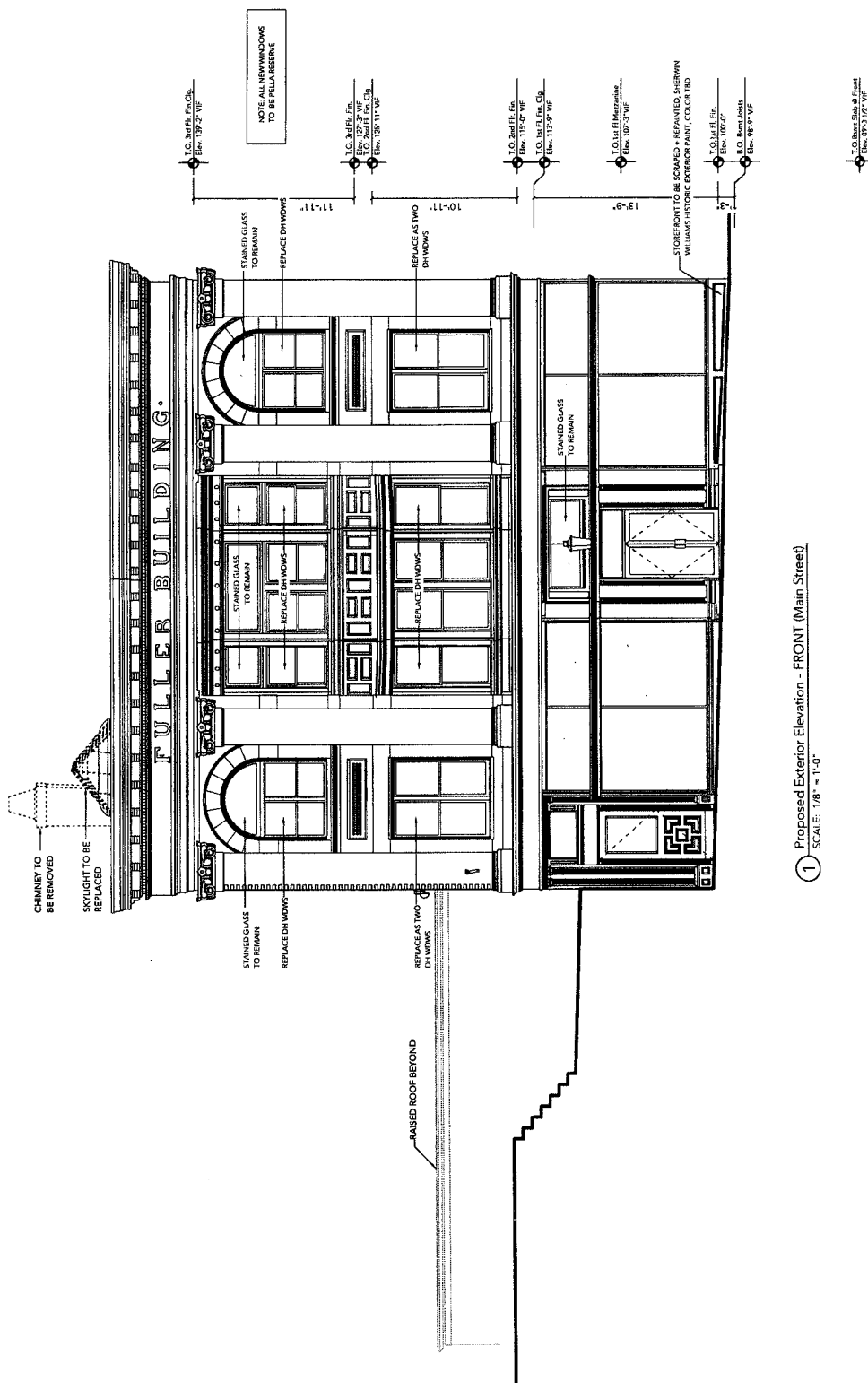
title:

PROPOSED
Exterior Elevations

SCALE: 1/8" = 1'-0"

A07

2025-01-20 10:10:10



1 Proposed Exterior Elevation - FRONT (Main Street)
SCALE: 1/8" = 1'-0"

45 Main Street
Amesbury, MA

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ARCHITECTS**
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Newburyport, MA
01950
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PROPOSED
Exterior Elevations

SCALE: 1/8" = 1'-0"

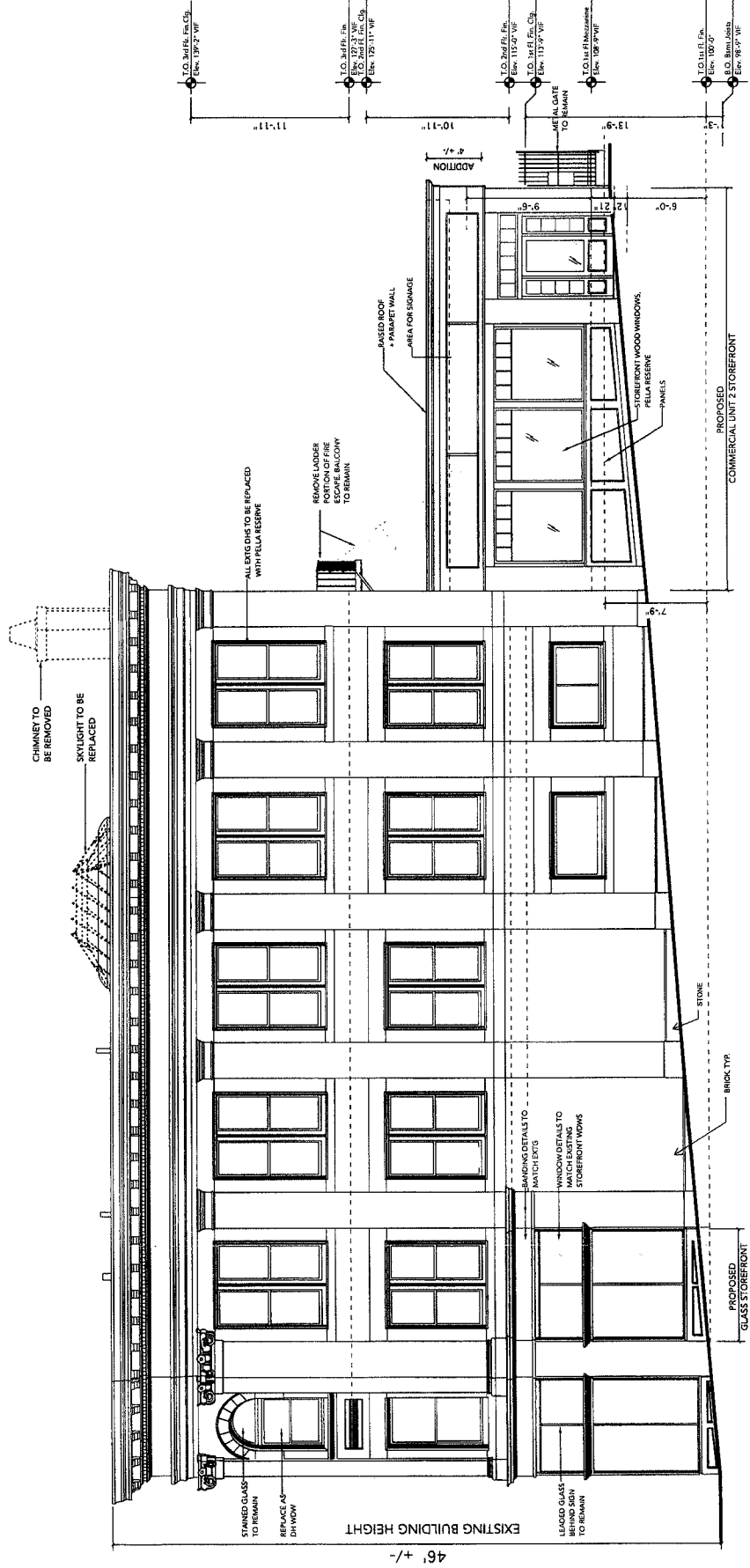
A08

T.O. 8.1m Slab @ Front
Elev. 89'-3 1/2" VIF

Pumps: Grundfos AGO 1000, 3.03, 230, 500, 200, 3.04, 1000

1 Proposed Exterior Elevation - FRONT (Friend Street)
SCALE: 1/8" = 1'-0"

1 Proposed Exterior SCALE: 1/8" = 1'-0"



FULLER
BUILDING

45 Main Street
Amesbury, MA

architect:

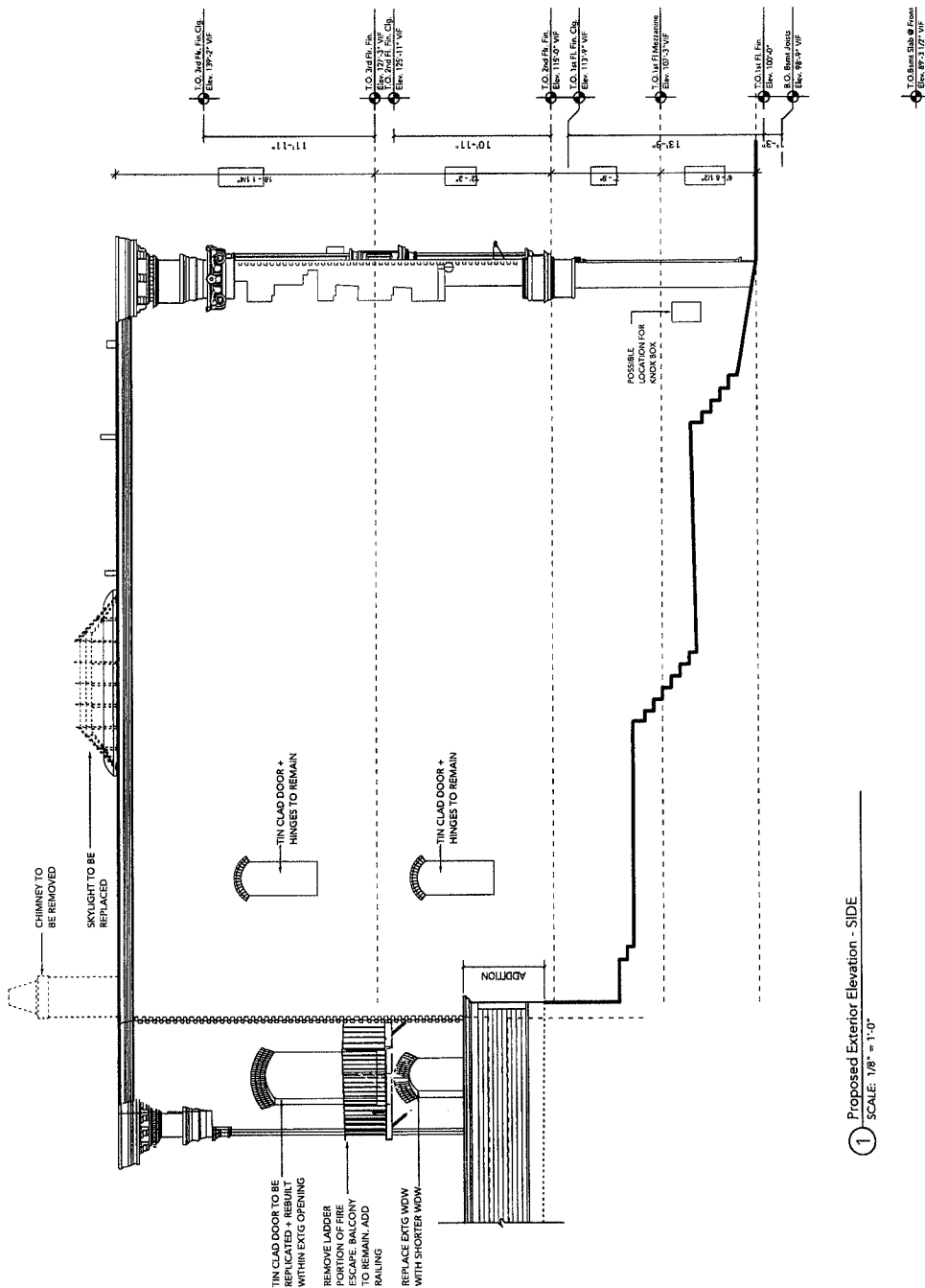
**GRAF
ARCHITECTS**
76 State Street, 3rd FL
Newburyport, MA
01950
T. 978.499.9442
www.grafarch.com

title:

PROPOSED
Exterior Elevations

SCALE: 1/8" = 1'-0"
5 august 2025

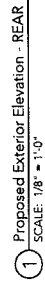
A09

[illegible]

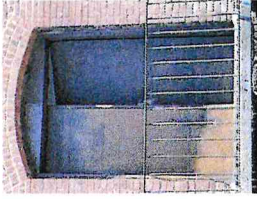
1 Proposed Exterior Elevation - SIDE
SCALE: 1/8" = 1'-0"

45 Main Street
Amesbury, MA

From Building A115, Elm Street, Boston, MA 02101. 3 08 PM



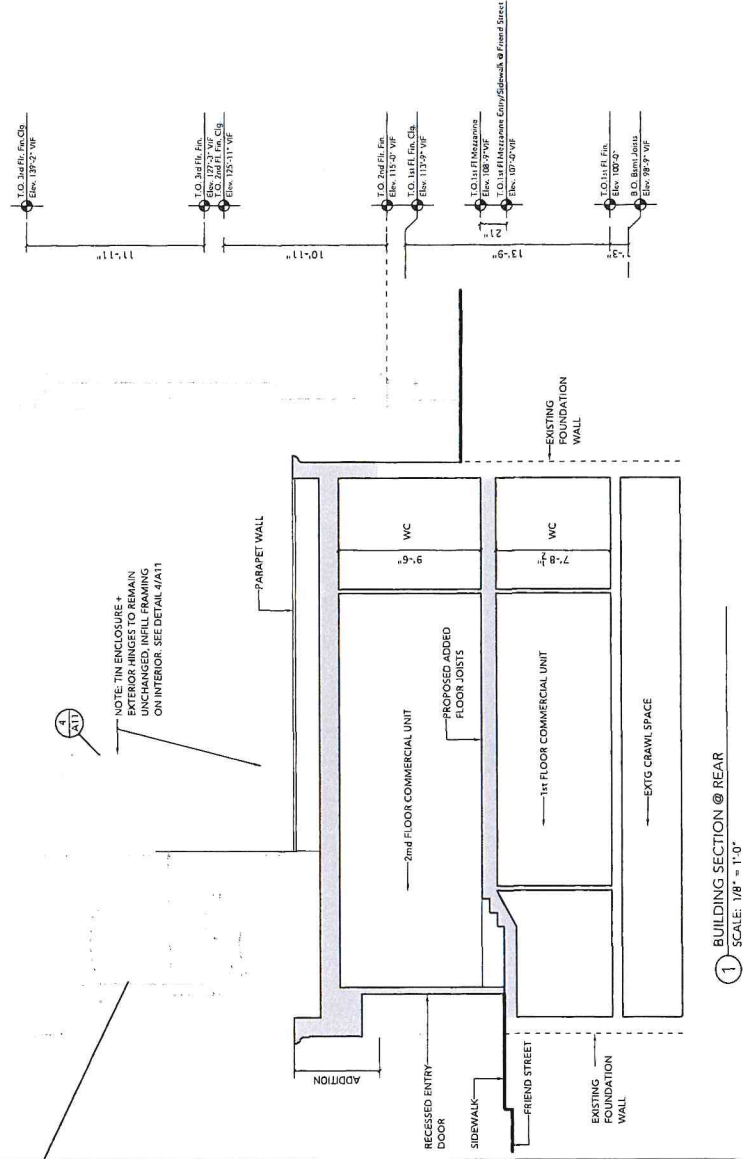
45 Main Street
Amesbury, MA



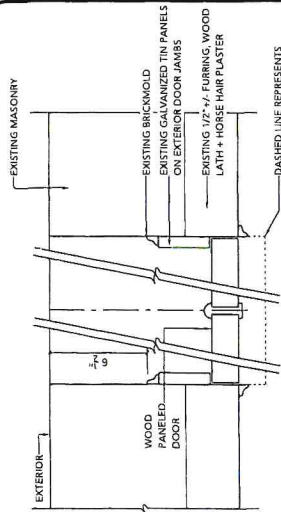
EXISTING FIRE ESCAPE DOOR

A11

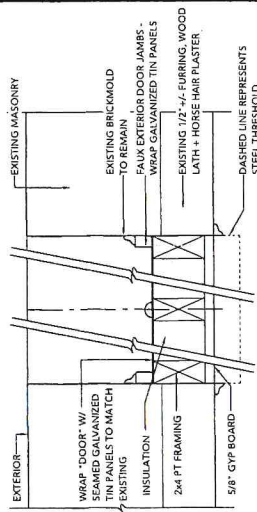
Phone: 603.241.5600 ext. 201 | 8252A, 200 PM



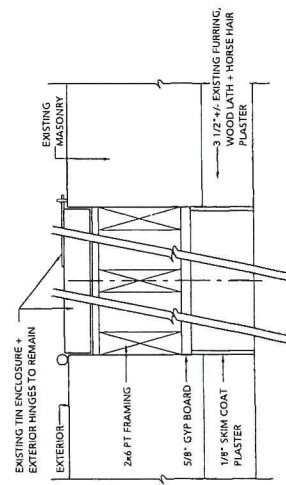
1 BUILDING SECTION @ REAR
SCALE: 1/8" = 1'-0"



EXISTING PLAN DETAIL @ FIRE ESCAPE DOOR

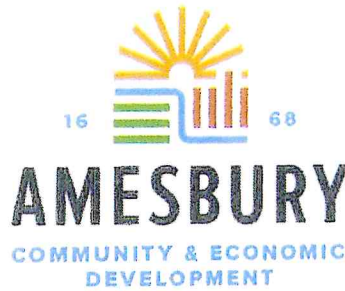


3 PROPOSED PLAN DETAIL @ FIRE ESCAPE DOOR
SCALE: 1 1/2" = 1'-0"



4 PROPOSED PLAN DETAIL @ FIRE ESCAPE DOOR
SCALE: 1 1/2" = 1'-0"

AMESBURY HISTORICAL
COMMISSION LETTER



July 22, 2025

To Zoning Board of Appeals,

At the regularly scheduled Amesbury Historical Commission meeting on July 10, 2025 the applicants for the project at 45 Main Street (Fuller Building - Anthony Finocchiaro) presented preliminary plans for a development project under the Historic Preservation Special Permit.

Commissioners provided preliminary feedback in support of the general approach including retention of the fire escape balconies. Preference to retain the door openings on the rear of the building (see drawing A08) rather than infill as was presented at the meeting.

Recommendation to select bronze or black insulated glass unit spacer bars for window replacements.

The AHC voted unanimously to offer initial support for the project as presented. The property meets the requirements for Historic Eligibility as defined in Section XI.J2.3 of the Amesbury Zoning Ordinance.

Final approval of the Preservation Restriction language pending review of revised plans.

Sincerely,



Meghan Fahey

On behalf of the Amesbury Historical Commission

cc: Joseph Finn, Chair, Amesbury Historical Commission

Meghan Fahey – Historical Commission Liaison
39 South Hunt Road • Amesbury, MA 01913
P (978) 388-8110 • C (978) 992-2123
fahey@amesburyma.gov
Historical Commission | Amesbury, MA

**PROPOSED
PRESERVATION RESTRICTION AGREEMENT**

PRESERVATION RESTRICTION AGREEMENT

between

FULLER BUILDING, LLC

and the

CITY OF AMESBURY, MASSACHUSETTS

BY AND THROUGH THE AMESBURY HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____, 2025 by and between FULLER BUILDING, LLC, a Massachusetts Limited Liability Company with an usual place of business at 45 Main Street, Amesbury, Massachusetts. 01913 (**“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 62 Friend Street, Amesbury, Massachusetts, 01913 (**“Commission”**),

WHEREAS, the Grantor is the owner of certain real property located 45 Main Street, Amesbury, Massachusetts, referred to as **“the Property”** and containing about 0.07 square feet of land, more or less, as more particularly described in Grantor’s deed recorded in the Essex South District Registry of Deeds in Book 32508, Page 234 and in Exhibit A, incorporated herein by reference and attached hereto, said Property improved by a building thereon known as the Fuller Building and is referred to hereinafter as **“the Building”**, described as follows:

Architectural Description

Constructed in two phases in 1901-1902 and 1907, the Fuller Building occupies a prominent location at the intersection of Main and Friend Streets in downtown Amesbury, Massachusetts. The building is located within the triangular city block bound by Main Street, Friend Street, and Long’s Court and is set on an approximately .07-acre parcel. The building fills its urban lot and directly abuts the sidewalk along both Main and Friend Streets. The original 1902 building rises three stories to a flat roof, while the 1907 addition is utilitarian in character and comprises a single story.

Designed in the Renaissance Revival style, the original 1902 Fuller Building occupies an irregular footprint corresponding to an approximately triangular parcel. The building measures three bays along its Main Street façade (east elevation). The façade features a storefront to the north and a single exterior door accessing the upper levels to the south. The storefront contains a recessed central entry with modern fully glazed double doors. The doors are framed by side lights with narrow Ionic pilasters and a rectangular transom. A decorative stained glass window is set above the transom. The entrance bay is flanked by storefront windows set on low paneled wood bases. Windows are divided by narrow Ionic pilasters supporting a shallow cornice lined with dentils. Large transom windows are set above the cornice. The southern bay of the ground floor holds a half glazed door with a decorative lower panel. The door is flanked by narrow pilasters and capped by an entablature with a swag motif and dentil lined cornice. A transom sash above also features a dentil lined cornice. The entry bay is flanked by fluted Ionic pilasters on raised paneled bases, with a pair of pilasters at the south side of the entrance, forming the corner

of the building. The ground floor is capped by an entablature with a projecting cornice lined with dentils.

The yellow brick three-bay wide upper floors are divided by four two-story brick pilasters with brownstone Ionic capitals and bases. The larger center bay contains a two-story oriel window holding four one-over-one double hung sash windows divided by fluted pilasters. The third floor windows are topped with stained glass transoms. Decorative aprons are set below the third-floor windows, and windows at each floor are capped with projecting cornices lined with dentils. Outer bays at each floor contain paired one-over-one double hung sash windows. Second floor windows feature flat brownstone sills and lintels. Third floor windows are topped with arched stained glass transoms beneath arched brownstone lintels, and are further enhanced by paneled aprons. The façade is capped by a tall entablature and metal cornice lined with dentils, egg and dart moldings, and decorative modillions. Modern lettering reading the building name of “Fuller Building” is located on the frieze band.

The north elevation extends six bays along Friend Street. The easternmost bay is canted to meet the east elevation, and continues the architectural materials, detailing, and fenestration of the façade. To the west, the remaining five bays are constructed of contrasting red brick and are divided by three-story red brick Doric pilasters. On the first floor the western two bays of the elevation feature rectangular windows with brownstone sills and lintels. The second and third floors feature paired one-over-one double hung windows with flat brownstone sills and lintels. A brownstone stringcourse extends across the elevation below the sills of the second floor windows. The entablature and cornice from the façade extend across the elevation.

The building’s south elevation is irregular and features a canted west bay. At the first floor, the bay is obscured by the building’s single-story addition. Above, windows within the second floor and doors within the third floor feature brick segmental arch headers. A metal fire escape extends from the third floor door to the roof of the addition. To the east, the remainder of the south elevation is largely obscured by the abutting commercial block. Two window openings with segmental arched brick headers are situated in the west bay. The elevation is otherwise devoid of fenestration.

The building’s single-story addition has an irregular footprint and is capped with a flat roof. The north elevation extends two bays divided by red brick pilasters. Each bay holds a modern fixed sash rectangular window. The elevation is capped by a wood paneled entablature with a simple molded cornice. The west elevation of the addition features four bays of rectangular windows set at grade and capped by brick segmental arch headers.

Evaluation of Significance.

Constructed in two phases in the early 20th century, the Fuller Building is located at the intersection of Main and Friend Streets in Amesbury’s historic village center. The building was constructed on a previously developed lot which prior to the Fuller Building’s construction held two and three-story wood frame shops. The Fuller Building was constructed for Warren E. Fuller (1862-1931), a local clothing dealer in Amesbury. While Fuller had purchased a clothing store in an adjacent building in 1895, he soon after commissioned the construction of the Fuller Block to house his clothing store on the first floor, with offices on the two floors above. Construction of the main building was undertaken between 1901 and 1902, with a small addition constructed in 1907.

For the design of his commercial block Fuller retained the services of architect Benjamin Hammet Seabury (1856-1945) of Springfield, Massachusetts. Originally from Newport, RI, Seabury was educated at Boston Tech (an early name for the Massachusetts Institute of

Technology), graduating in 1879. Seabury worked in partnership with Francis R. Richmond in the Springfield based firm of Richmond & Seabury from 1881 to 1890. After this partnership ended, Seabury worked independently for the rest of his life. Seabury is primarily known for his designs of churches, schools, public buildings, and residences across western Massachusetts. Seabury completed numerous public commissions in Springfield, including six fire stations, and several public schools including Jefferson Avenue School, 67 Jefferson Avenue (with Francis Richmond; 1888; SPR.2626), the Forest Park Middle School, 46 Oakland Street, (1896; SPR.3856), the Brightwood School, 471 Plainfield Street (1898; SPR.2561), and Kensington Avenue School, 31 Kensington Avenue (1908; SPR.3852). Other known commissions include Springfield's George Walter Vincent Smith Art Museum, 222 State Street (1895; SPR.177; LHD 1872; NRDIS 1974), Saint John's Congregational Church (1911; SPR.4176) and Saint John's Congregational Church Parsonage (1913; SPR.4177), and the Van Der Heyden Apartments, 770-780 State Street (1914; SPR.4404). Outside of Springfield, Seabury's other known works in the Connecticut River Valley are located across Longmeadow, Northampton, Palmer, and Ware, with the majority of works being suburban, single-family houses in romantic revival styles. Known commissions in eastern Massachusetts are more limited and include the Daniel B. Wesson House in Northborough (1886; NBO.168) and an addition to the Rolfe and Besse Clothing Company Store, 144 Mark Street in Lynn (1895; LYN.462; not extant).

Upon completion of the Fuller Block, the commercial building housed Fuller's retail clothing store on the first floor. This first-floor use continued through multiple generations of the family until the closure of the business in 2013. Upon the building's opening in 1902 it held professional offices on the second floor and the New England Telegraph and Telephone on the third floor. Around 1910, the telephone exchange expanded to occupy the entirety of the third floor. Soon after its construction, a small one-story brick extension was added along Friend Street, serving as an extension of the store. Upper floors held varied occupants throughout the 20th century, including offices for professionals such as bookkeepers, attorneys, real estate agents, optometrists, and a tailor, among others.

The Fuller Block is located in the Amesbury and Salisbury Mills Village district, which was listed in the National Register of Historic Places in 1981. Located in the center of Amesbury, the 15-acre district includes 19th century textile mills and related structures. The district's 76 buildings are primarily industrial and commercial buildings with a few residential and civic structures. The densely developed urban area encompasses buildings on blocks to north and south of the Powow River, which extends through the center of the district and is lined with former textile mill buildings. The Fuller Block retains a high level of architectural integrity and continues to contribute to the significance of the district as a well-preserved early 20th century commercial block.

The Building is further depicted and described in Exhibit D incorporated herein and attached hereto by reference; and

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 conversion of the second and third floors of the Building into four residential units (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 Building emanates from its construction around 1901 and its location as a contributing property within the Amesbury and Salisbury Mills Village district, which was listed in the National Register of Historic Places in 1981. The Building is important for its associations with the social and commercial history of Amesbury, and to the public's enjoyment and appreciation of Amesbury's architectural and historical heritage; 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 _____); and a set of sixteen(16) exterior photographs of the Building taken July, 2025;

A set of sixteen (16) exterior photographs of the Buildings taken in July, 2025;

- a. Photo 1: East Elevation (Main Street)
- b. Photo 2: Main Street Retail Entry
- c. Photo 3: Main Street stairwell exterior door and frame
- d. Photo 4: Main Street Bay Window
- e. Photo 5: Main Street Store Front
- f. Photo 6: North Elevation (Friend Street)
- g. Photo 7: North Elevation (Friend Street)
- h. Photo 8: Third Floor Stain-Glass Arch Windows, Brownstone Capitols and Frieze
- i. Photo 9: Friend Street 2nd and 3rd Floor Windows, Masonry and Frieze
- j. Photo 10: West Elevation Egress Door, Window and Fire Escape
- k. Photo 11: South Elevation Alleyway Looking to Main Street
- l. Photo 12: South Elevation 3rd Floor Window Fire Protection Tin Door
- m. Photo 13: Friend Street Fire Escape Alleyway Gate
- n. Photos 14: Skylight Replacement
- o. Photos 15: Chimney Removal
- p. Photo 16: Roof Membrane Replacement

WHEREAS, Exhibit F consisting of seven (7) photographs of those portions of the Buildings where the Grantor has proposed changes to the Building and has been granted approval to make those changes. The seven (7) photographs are as follows:

- a. Photo 1: West Elevation Egress Door, Window and Fire Escape
- b. Photo 2: South Elevation Alleyway Looking to Main Street
- c. Photo 3: South Elevation 3rd Floor Window Fire Protection Tin Door
- d. Photo 4: Friend Street Fire Escape Alleyway Gate
- e. Photos 5: Skylight Replacement
- f. Photos 6: Chimney Removal
- g. Photo 7: Roof Membrane Replacement

WHEREAS, the Building is in need of preservation and restoration; and

WHEREAS, the preservation 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 restored condition 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 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 4.1, 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 4.2, 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. pursuant to the provisions of Paragraph 4.1, 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 exterior 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 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. Arbitrator 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: Fuller Building, LLC
45 Main Street
Amesbury, MA 01913

Grantee: City of Amesbury
c/o Amesbury Historical Commission
City Hall
62 Friend 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 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:

FULLER BUILDING, LLC

by_____

by_____

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, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principals), 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 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 _____, 2025, 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 _____, 2025, 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 _____, 2025, 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 _____, 2025, 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 _____, 2025, 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

Two parcels of land with the buildings thereon on the Southerly side of Friend Street and the Westerly side of Main Street, Amesbury, Essex County, Massachusetts, bounded and described as follows:

PARCEL ONE:

Beginning at the Southerly corner of a stone bound at the intersection of the Southerly line of Friend Street and the Westerly line of Main Street;

Thence Northwesterly by Friend Street 8.6 feet to the Southerly corner of a stone bound;

Thence Westerly by Friend Street South 80° West 59 feet to a passageway;

Thence Southerly by said passageway and by the second parcel described herein 11.97 feet to a point;

Thence Southeasterly by a passageway 52.3 feet to Main Street;

Thence Northeasterly by Main Street 45 feet to the point of beginning.

Together with rights to the passageways above mentioned and as shown on a plan recorded in the Essex Southern District Registry of Deeds, in Book 1644, Page 162.

PARCEL TWO:

Land in Amesbury, on the Southerly side of Friend Street, bounded and described as follows:

Beginning at the Northeasterly corner thereof, which is also the Northwesterly corner of the first parcel described herein above;

Thence Southerly by the said first parcel 11.97 feet to a point;

Thence Southeasterly by the said first parcel 18 inches to a point;

Thence Southwesterly 26.5 feet by land now or formerly of one Dondero;

Thence Westerly 19.4 feet by said Dondero land to an angle;

Thence Northerly 39 feet by land now or formerly of one Gallagher to the Southerly line of Friend Street;

Thence by Friend Street Easterly 30.6 feet to the point of beginning.

Subject to an easement as described in the easement from John C. Fuller to Paul J. Gagliardi, Trustee of Meridian Realty Trust, dated March 4, 1987, recorded in Essex South District Registry of Deeds, Book 8852, Page 419.

PLAN

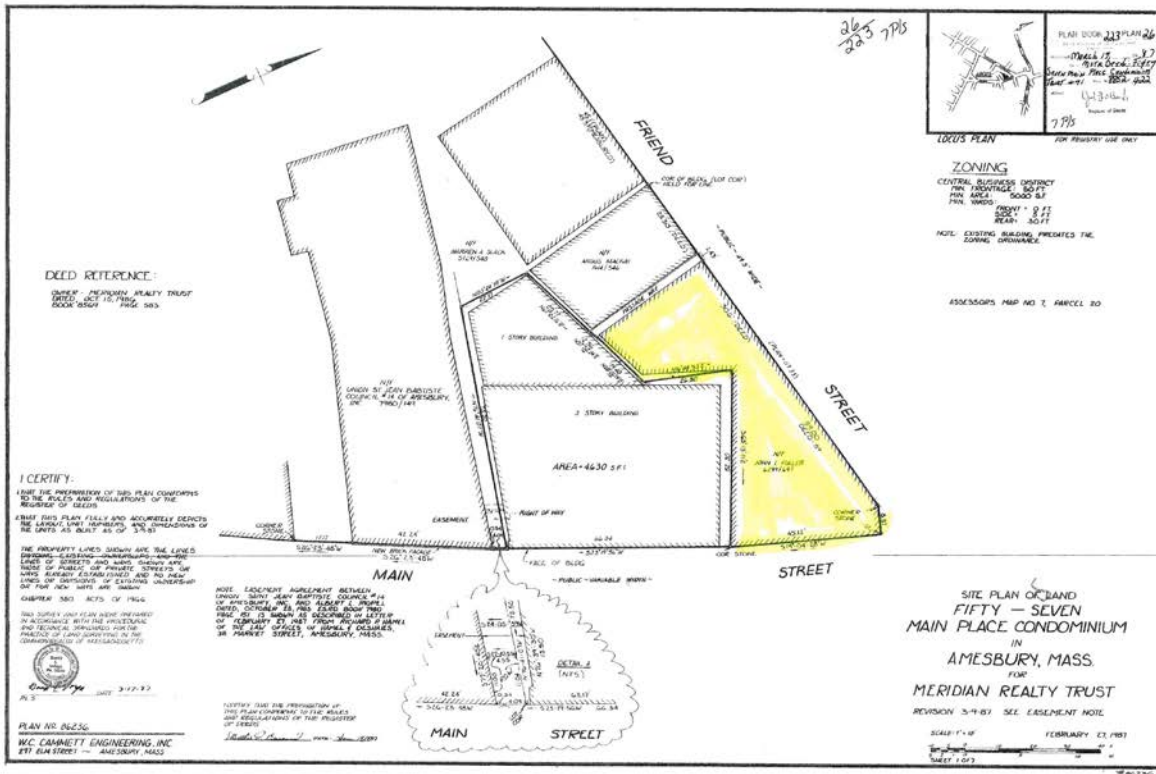


EXHIBIT C

ASSESSOR'S MAP

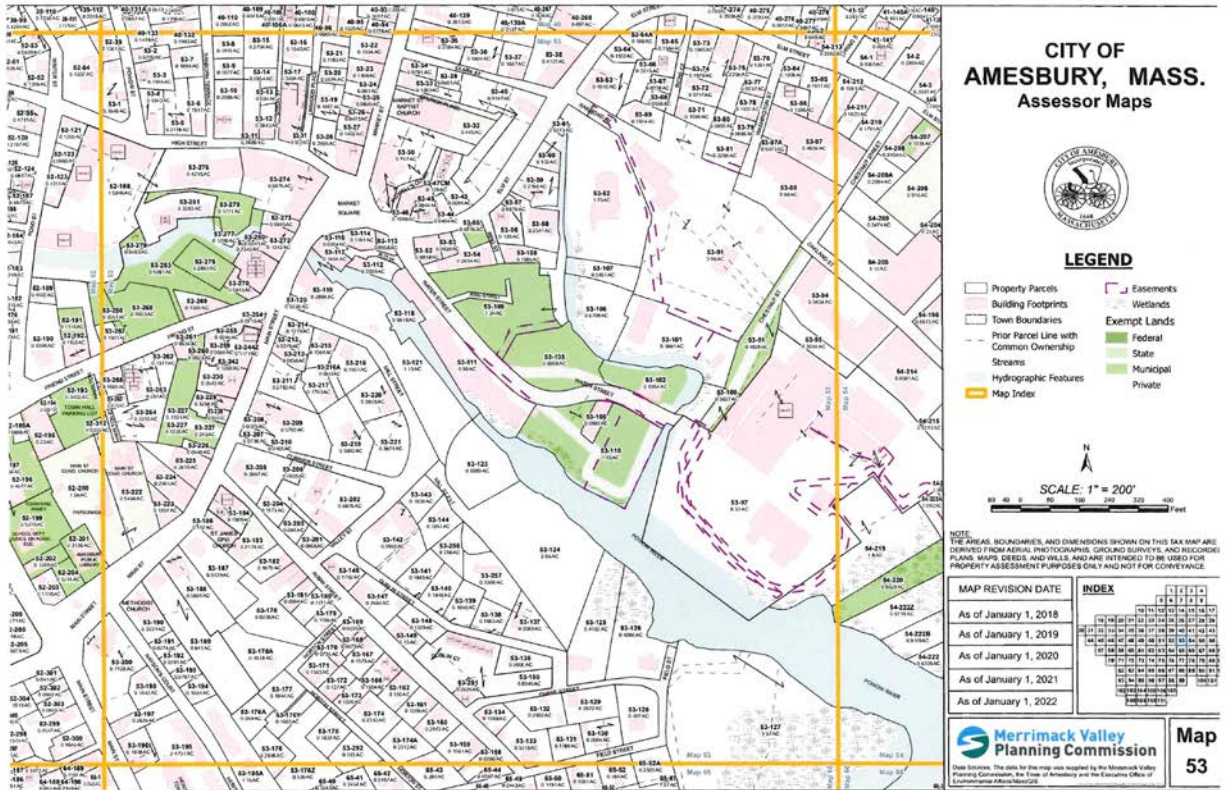


EXHIBIT D

BASELINE DOCUMENTATION BASELINE PHOTOGRAPHS – JULY 2025

FORM B – BUILDING

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

Photograph



Locus Map



Recorded by: Erin Doherty
Organization: Epsilon Associates, Inc.
Date (month / year): July 2025

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

53-254	Newburyport West	AME.E AME.M	AME.11
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NRDIS (5/16/1985)

Town/City: Amesbury

Place: (*neighborhood or village*):
Salisbury Mills Village

Address: 45 Main Street

Historic Name: Fuller Building

Uses: Present: Commercial

Original: Commercial

Date of Construction: 1902

Source: City Directories, Historic Newspapers

Style/Form: Renaissance Revival

Architect/Builder: Benjamin Hammet Seabury (Arch't)
J.D. Littlehale (Builder)

Exterior Material:

Foundation: Stone

Wall/Trim: Brick

Roof: Membrane

Outbuildings/Secondary Structures: None

Major Alterations (*with dates*):

One-story addition on Friend Street (1907)

Condition: Fair

Moved: no ☒ yes ☐ **Date:**

Acreage: .072 acres

Setting: Small scale urban commercial district

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

45 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

AME.E
AME.M

AME.11

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

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

ARCHITECTURAL DESCRIPTION:

Constructed in two phases in 1901-1902 and 1907, the Fuller Building occupies a prominent location at the intersection of Main and Friend Streets in downtown Amesbury, Massachusetts. The building is located within the triangular city block bound by Main Street, Friend Street, and Long's Court and is set on an approximately .07-acre parcel. The building fills its urban lot and directly abuts the sidewalk along both Main and Friend Streets. The original 1902 building rises three stories to a flat roof, while the 1907 addition is utilitarian in character and comprises a single story.

Designed in the Renaissance Revival style, the original 1902 Fuller Building occupies an irregular footprint corresponding to an approximately triangular parcel. The building measures three bays along its Main Street façade (east elevation). The façade features a storefront to the north and a single exterior door accessing the upper levels to the south. The storefront contains a recessed century entry with modern fully glazed double doors. The doors are framed by side lights with narrow ionic pilasters and a rectangular transom. A decorative stained glass window is set above the transom. The entrance bay is flanked by storefront windows set on low paneled wood bases. Windows are divided by narrow ionic pilasters supporting a shallow cornice lined with dentils. Large transom windows are set above the cornice. The southern bay of the ground floor holds a half glazed door with a decorative lower panel. The door is flanked by narrow pilasters and capped by an entablature with a swag motif and dentil lined cornice. A transom sash above also features a dentil lined cornice. The entry bay is flanked by fluted ionic pilasters on raised paneled bases, with a pair of pilasters at the south side of the entrance, forming the corner of the building. The ground floor is capped by an entablature with a projecting cornice lined with dentils.

The yellow brick three-bay wide upper floors are divided by four two-story brick pilasters with brownstone ionic capitals and bases. The larger center bay contains a two-story oriel window holding four one-over-one double hung sash windows divided by fluted pilasters. The third floor windows are topped with stained glass transoms. Decorative aprons are set below the third-floor windows, and windows at each floor are capped with projecting cornices lined with dentils. Outer bays at each floor contain paired one-over-one double hung sash windows. Second floor windows feature flat brownstone sills and lintels. Third floor windows are topped with arched stained glass transoms beneath arched brownstone lintels, and are further enhanced by paneled aprons. The façade is capped by a deep entablature with a modern lettering reading the building name of "Fuller Building." The entablature is capped by a deeply projecting metal cornice supported by decorative modillions and a dentil course.

The north elevation extends six bays along Friend Street. The easternmost bay is canted to meet the east elevation, and continues the architectural materials, detailing, and fenestration of the façade. To the west, the remaining five bays are constructed of contrasting red brick and are divided by three-story red brick Doric pilasters. On the first floor the western two bays of the elevation feature rectangular windows with brownstone sills and lintels. The second and third floors feature paired one-over-one double hung windows with flat brownstone sills and lintels. A brownstone stringcourse extending across the elevation below the sills of the second floor windows. The entablature and cornice from the façade extend across the elevation.

The building's south elevation is irregular and features a canted west bay. At the first floor, the bay is obscured by the building's single-story addition. Above, windows within the second and third floors feature brick segmental arch headers. A metal fire escape extends from the third floor window to the roof of the addition. To the east, the remainder of the south elevation is largely obscured by the abutting commercial block. Two window openings with segmental arched brick headers are situated in the west bay. The elevation is otherwise devoid of fenestration.

The building's single-story addition has an irregular footprint and is capped with a flat roof. The north elevation extends two bays divided by red brick pilasters. Each bay holds a modern fixed sash rectangular window. The elevation is capped by a wood paneled entablature with a simple molded cornice. The west elevation of the addition features four bays of rectangular windows set at grade and capped by brick segmental arch headers.

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

45 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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AME.M

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HISTORICAL NARRATIVE

Constructed in two phases in the early 20th century, the Fuller Building is located at the intersection of Main and Friend Streets in Amesbury's historic village center. The building was constructed on a previously developed lot which prior to the Fuller Building's construction held two and three-story wood frame shops. The Fuller Building was constructed for Warren E. Fuller (1862-1931), a local clothing dealer in Amesbury. While Fuller had purchased a clothing store in an adjacent building in 1895, he soon after commissioned the construction of the Fuller Building to house his clothing store on the first floor, with offices on the two floors above. Construction of the main building was undertaken between 1901 and 1902, with a small addition constructed in 1907.

For the design of his commercial block Fuller retained the services of architect Benjamin Hammet Seabury (1856-1945) of Springfield, Massachusetts. Originally from Newport, RI, Seabury was educated at Boston Tech (an early name for the Massachusetts Institute of Technology), graduating in 1879. Seabury worked in partnership with Francis R. Richmond in the Springfield based firm of Richmond & Seabury from 1881 to 1890. After this partnership ended, Seabury worked independently for the rest of his life. Seabury is primarily known for his designs of churches, schools, public buildings, and residences across western Massachusetts. Seabury completed numerous public commissions in Springfield, including six fire stations, and several public schools including Jefferson Avenue School, 67 Jefferson Avenue (with Francis Richmond, 1888; SPR.2626), the Forest Park Middle School, 46 Oakland Street (1896; SPR.3856), the Brightwood School, 471 Plainfield Street (1898; SPR.2561), and Kensington Avenue School, 31 Kensington Avenue (1908; SPR.3852). Other known commissions include Springfield's George Walter Vincent Smith Art Museum, 222 State Street (1895; SPR.177; LHD 1872; NRDIS 1974), Saint John's Congregational Church (1911; SPR.4176) and Saint John's Congregational Church Parsonage (1913; SPR.4177), and the Van Der Heyden Apartments, 770-780 State Street (1914; SPR.4404). Outside of Springfield, Seabury's other known works in the Connecticut River Valley are located across Longmeadow, Northampton, Palmer, and Ware, with the majority of works being suburban, single-family houses in romantic revival styles. Known commissions in eastern Massachusetts are more limited and include the Daniel B. Wesson House in Northborough (1886; NBO.168) and an addition to the Rolfe and Besse Clothing Company Store, 144 Mark Street in Lynn (1895; LYN.462; not extant).

Upon completion of the Fuller Building, the commercial building housed Fuller's retail clothing store on the first floor (Figures 1 and 2). This first-floor use continued through multiple generations of the family until the closure of the business in 2013. Upon the building's opening in 1902 it held professional offices on the second floor and the New England Telegraph and Telephone on the third floor. Around 1910, the telephone exchange expanded to occupy the entirety of the third floor. Soon after its construction, a small one-story brick extension was added along Friend Street, serving as an extension of the store (see Figure 3). Upper floors held varied occupants throughout the 20th century, including offices for professionals such as bookkeepers, attorneys, real estate agents, optometrists, and a tailor, among others.

The Fuller Building is located in the Amesbury and Salisbury Mills Village district, which was listed in the National Register of Historic Places in 1981. Located in the center of Amesbury, the 15-acre district includes 19th century textile mills and related structures. The district's 76 buildings are primarily industrial and commercial buildings with a few residential and civic structures. The densely developed urban area encompasses buildings on blocks to the north and south of the Powow River, which extends through the center of the district and is lined with former textile mill buildings. The Fuller Building retains a high level of architectural integrity and continues to contribute to the significance of the district as a well-preserved early 20th century commercial block.

BIBLIOGRAPHY and/or REFERENCES

Ackerly, Scott. Massachusetts Historical Commission Building Inventory Form A: AME.A – Amesbury Central Business District. June 1981.

Ackerly, Scott. Massachusetts Historical Commission Building Inventory Form B: AME.11 – 45 Main Street. June 1981.

Ackerly, Scott and Friedberg, Betsy. "Amesbury and Salisbury Mills Village" National Register Nomination (Amesbury, MA. 1981).

Continuation sheet 2

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

45 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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"Contract Awarded: Work on New Fuller Building to Begin at Once." *Amesbury Daily News*. September 18, 1901.

"Fuller Lauded for Years of Service to Community." *Daily News of Newburyport*. July 17, 2013.

"Local Items." *Amesbury Daily News*. January 11, 1907.

"New Block: W.E. Fuller & Co. Receive Plans." *Amesbury Daily News*. June 26, 1901.

"Rapid Progress Made in Telephone Office." *Amesbury Daily News*. July 13, 1910.

Sanborn Map Company. *Sanborn Fire Insurance Map from Amesbury, Essex County, Massachusetts*. Map. New York, NY: Sanborn Map Company, 1904.

Sanborn Map Company. *Sanborn Fire Insurance Map from Amesbury, Essex County, Massachusetts*. Map. New York, NY: Sanborn Map Company, 1909.

Sanborn Map Company. *Sanborn Fire Insurance Map from Amesbury, Essex County, Massachusetts*. Map. New York, NY: Sanborn Map Company, 1918.

Continuation sheet 3

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

45 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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PHOTOGRAPHS



1. East elevation, view west



2. East elevation, view southwest

Continuation sheet 4

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

45 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
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3. East elevation, storefront detail, view southwest



4. East elevation, upper floor and cornice detail, view southwest

Continuation sheet 5

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

45 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
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5. North elevation, view south



6. North elevation, single-story addition, view south

Continuation sheet 6

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

45 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
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FIGURES



Hot Weather Clothing

We are showing SUITS of summer fabrics that are refreshing to look at, and more so to wear.

Among the best is a BLUE SERGE, nothing more appropriate for all occasions, they are cool and comfortable and always in good taste 10, 15, 18 dollars, are prices representing the best BLUE SERGE value you ever saw. Other lines of fine light Worsted in all the new shades, made in Summer styles for Vacation and traveling purposes, beautiful SUITS for hot weather, priced \$10.00, 12.50, 14.00, 15.00, 16.00, 18.00, 20.00, \$22.00.

LIGHT COATS in Serge, Alpaca and cotton fabrics priced, from 48c to \$3.50.

OUTING TROUSERS and SOFT SHIRTS make a most comfortable lounging outfit for a day off, good plan to make liberal selections from our SHIRT STOCK at this time.

Look over your stock of Underwear, Hosiery, Neckwear, etc., and let us replenish your needs. If you are planning a trip be sure and carry with you one of our RAIN COATS you will find it worth many times the cost before you return.

Trunks, Bags, and Suit Cases we have in abundance. Buying the best for your money.

W. E. FULLER & CO.
Amesbury

Figure 1. Advertisement from 1909 for the W.E. Fuller & Co. clothing store (Amesbury Daily News, July 17, 1909)

Continuation sheet 7

INVENTORY FORM B CONTINUATION SHEET

AMESBURY

45 MAIN STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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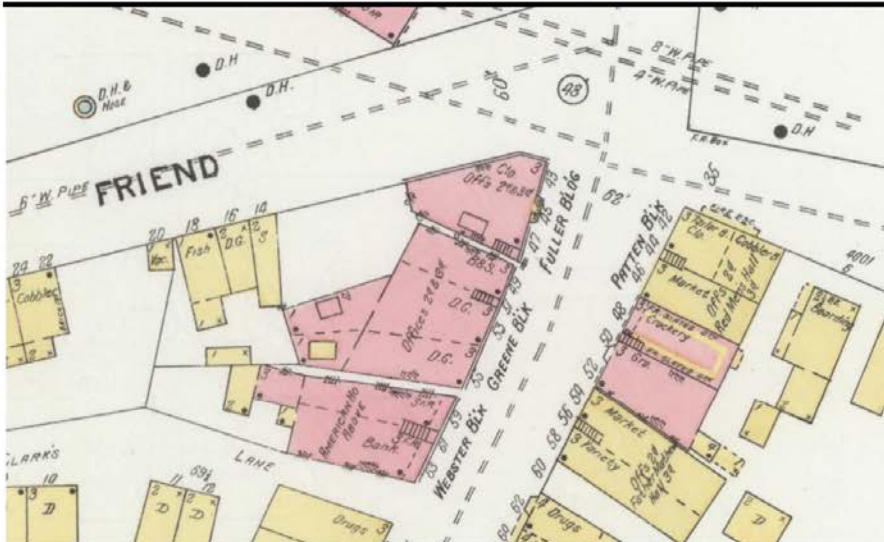


Figure 2. Detail from 1904 atlas map showing the completed Fuller Building at the intersection of Main and Friend Streets (Source: Sanborn Map Company. *Sanborn Fire Insurance Map from Amesbury, Essex County, Massachusetts*. New York, NY: Sanborn Map Company, 1904).

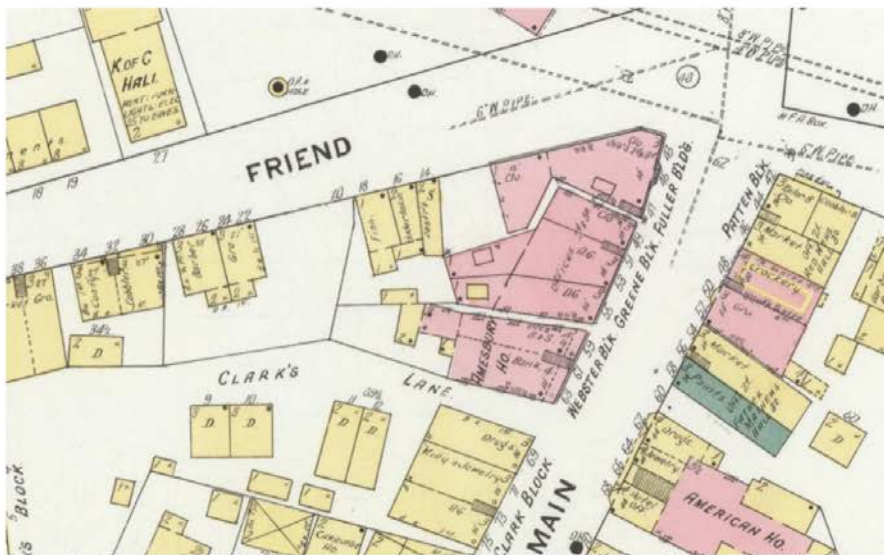
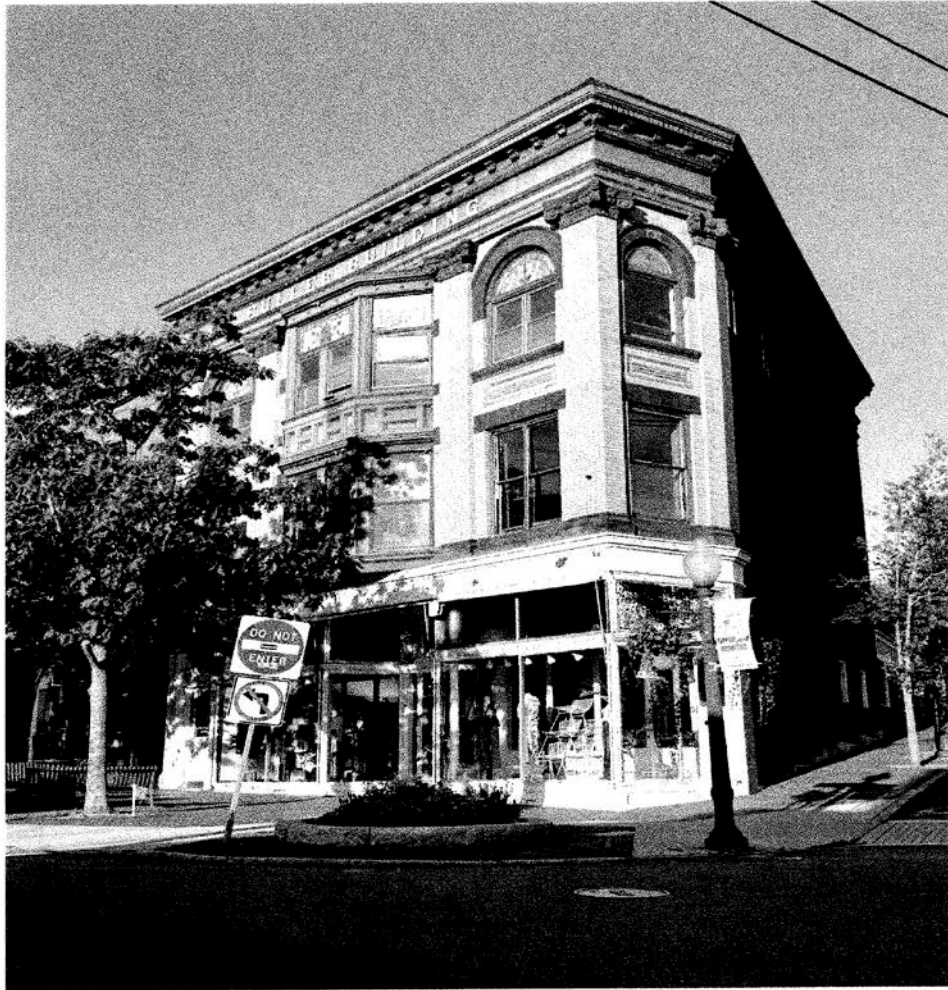


Figure 3. Detail from 1909 atlas map showing the completed addition to the Fuller Building, expanding its footprint to the west along Friend Street (Source: Sanborn Map Company. *Sanborn Fire Insurance Map from Amesbury, Essex County, Massachusetts*. New York, NY: Sanborn Map Company, 1909).

Continuation sheet 8



1. East Elevation (Main Street) Storefront, Bay Window, Brownstone Lintels & Capitols, Frieze – The retail space storefront will have rotted wood panels replaced. Missing wood dentals will be replaced with new dentals. The storefront will be scraped and painted with a Sherwin Williams or equal historic palette paint. The second and third floor wood windows and frames will be replaced back to the masonry opening with new pressure-treated blocking, new Pella “Reserve” exterior aluminum clad frame and sash. The interior side of the sash will be stained and urethane wood to match the current interior sash finish. The masonry and brownstone will be treated with a masonry cleaner and pressure-washed. Spot masonry repointing will be performed. All galvanized trim around the bay windows and roofline frieze will be scraped and painted brown to match the new windows. The third-floor stained-glass windows frames and sash will be scraped and painted to match the Pella windows. New brown exterior storm windows will be installed over the stained-glass openings.



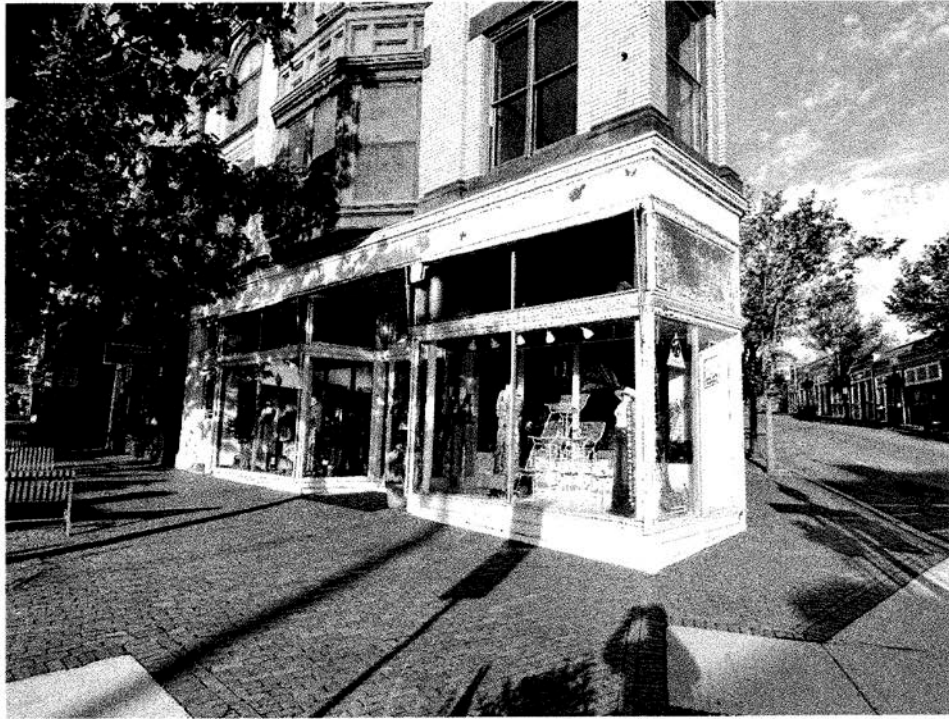
2. Main Street Retail Entry – The tile entry floor is collapsing due to rotted substrate. The tile pattern will be photographed, the tiles removed and saved. The exterior entrance floor will be rebuilt structurally with a waterproof membrane installed. The tile and pattern will be re-installed.



3. Main Street stairwell exterior door and frame – The door will have delaminated panels glued and refastened. The door frame jamb studs appear to be rotted at the granite base. The door jamb casing trim will be removed, new pressure-treated door stud framing will be installed and the finish casing will be reinstalled. The door and frame will be scraped and painted with a Sherwin Williams or equal from the historic color palette. A new modern key pad lock will be installed.



4. Main Street Bay Window – The exterior bay window trim currently painted brown is galvanized metal. This galvanized metal will be scraped of loose paint, primed, and painted brown to match the new Pella “Reserve” historic windows. The perimeter of the bay window where it meets the masonry building will have backer rod and sealant installed at the joint. The windows will be replaced with new Pella Reserve double hung operable windows.



5. Main Street Store Front - The retail space wood storefront will have rotted wood panels replaced. Missing wood dentals will be replaced with new dentals. The storefront will be scraped and painted with a Sherwin Williams or equal historic palette paint.



6. North Elevation (Friend Street) Looking from Main Street – The current storefront design will be extended into one masonry panel on Friend Street. It will replicate the wood frame perimeter, wood panel base, clear glass, dental bands and obscure wire glass top. The current white tin band will extend across the new opening and terminate on the adjacent red brick pier. The retail space storefront will have rotted wood panels replaced. Missing wood dentals will be replaced with new dentals. The storefront will be scraped and painted with a Sherwin Williams or equal historic palette paint. The second and third floor wood windows and frames will be replaced back to the masonry opening with new pressure-treated blocking, new Pella "Reserve" exterior aluminum clad frame and sash. The interior side of the sash will be stained and urethane wood to match the current interior sash finish. The masonry and brownstone will be treated with a masonry cleaner and pressure-washed. Spot masonry repointing will be performed. All galvanized trim along roofline frieze will be scraped and painted brown to match the new windows. The third-floor stained-glass window frame and sash will be scraped and painted to match the Pella windows. A new brown exterior storm window will be installed over the stained-glass opening. The wood window frame and sash at the first floor level along Friend Street will be scraped and painted with Sherwin Williams or equal from the historic palette.



7. North Elevation (Friend Street) Looking from Friend Street – The roof line of the one-story space will be raised approximately four feet to accommodate a new interior floor level. The masonry façade will be removed and a new wood panel storefront will be constructed similar to other storefronts on Friend Street. The new storefront entrance way will be set into the space to allow the door to swing out of the building and not encroaching on the public sidewalk. Exterior wood paneling will be painted from the Sherwin Williams or equal historic palette. The chimney will be removed down to the roof parapet level.



8. Third Floor Stain-Glass Arch Windows, Brownstone Capitols, And Frieze – All third floor double hung windows and frames will be replaced with new Pella “Reserve” frames and sash including new custom aluminum brickmolds that match the existing. Stained-glass window frames and sash will be scraped and painted to match the Pella windows and a storm window will be installed over them. The masonry and brownstone will be cleaned with a masonry cleaner and pressure-washed. Spot masonry repointing will be performed. The metal frieze will be scraped and painted to match the windows.



9. Friend Street 2nd and 3rd Floor Windows, Masonry, and Frieze - All second and third floor double hung windows and frames will be replaced with new Pella "Reserve" frames and sash including new custom aluminum brickmolds that match the existing. Stained-glass window frames and sash will be scraped and painted to match the Pella windows and a storm window will be installed over stained-glass units. The masonry and brownstone will be cleaned with a masonry cleaner and pressure-washed. Spot masonry re-pointing will be performed. The metal frieze will be scraped and painted to match the windows.



10. West Elevation Egress Door, Window, and Fire Escape – The one-story roof level will be raised to approximately the mid point of the second floor window. The lower portion of the window will be closed in and a shorter Pella “Reserve” window will be installed in the upper portion of the window opening. The fire escape stair will be removed. The fire escape balcony will be structurally reinforced, rail and pickets installed across the stair opening and it will be scraped and painted black. The third floor egress doors will be removed and a framing and insulation installed at the inner portion of the masonry opening. The look of the double doors will be replicated with a vertical astragal, and brickmold to match the window brickmold. The third floor opening will be painted brown to match the Pella windows. The masonry will be cleaned and pressure-washed. The roofline frieze will be scraped and painted.



11. South Elevation Alleyway Looking to Main Street – Abandoned New England Telephone cable and equipment will be removed. The second and third floor windows will be removed and infilled to achieve a fire rated opening for protection from the adjacent building. The existing window covers will remain in place. The frieze will be scraped and painted.



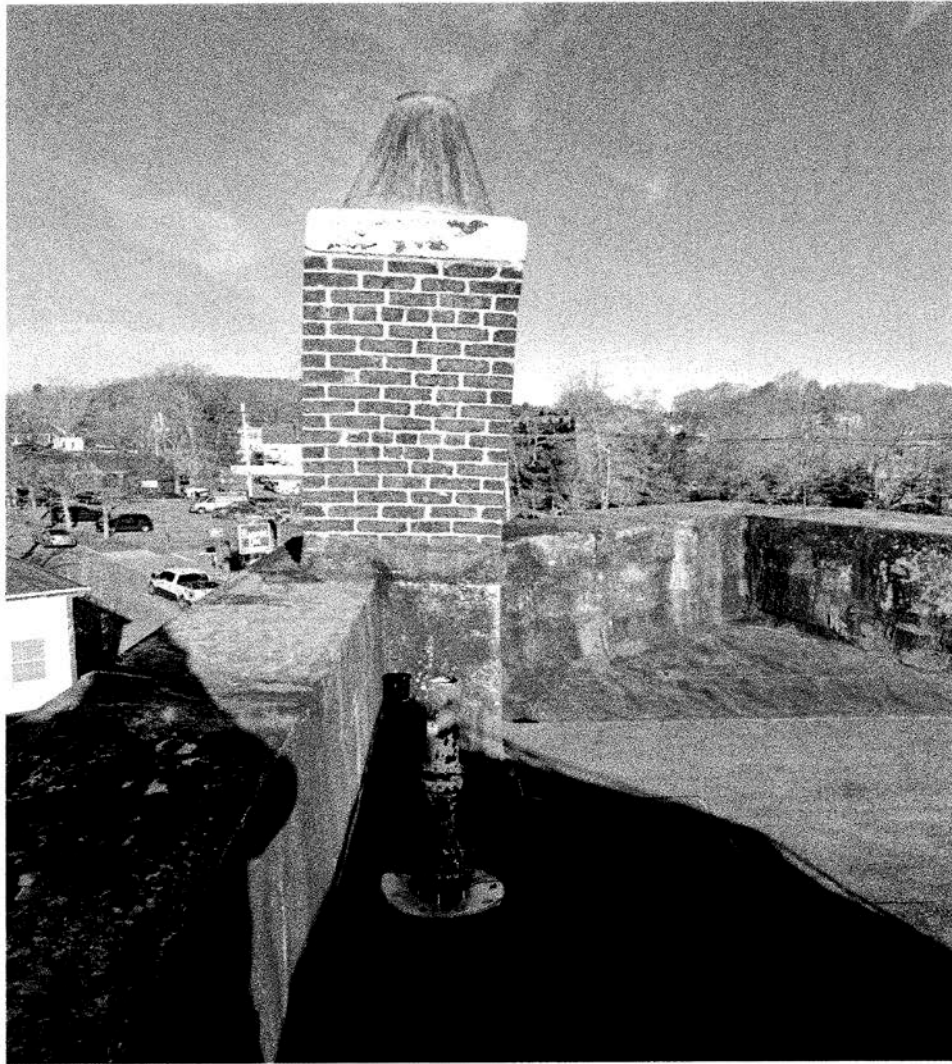
12. South Elevation 3rd Floor Window Fire Protection Tin Door - The second and third floor windows will be removed and infilled to achieve a fire rated opening for protection from the adjacent building. The existing window covers will remain in place. The frieze will be scraped and painted.



13. Friend Street Fire Escape Alleyway Gate – The fire escape stairs will be removed. The alleyway gate will be primed and painted black.



14. Skylight Replacement – The existing skylight will be replaced with a new energy efficient pyramid skylight with insulated glass and bronze aluminum framing.



15. Chimney Removal – The existing chimney will be removed down to the parapet wall level and roofed over. Building heating system will be electric air-source heat pumps.



16. Roof Membrane Replacement – The roof membrane on the 1-story and 3-story building will be replaced with new white PVC membrane. The membrane will be run up onto the parapet walls and will receive a brown aluminum cap flashing around the outside perimeter of the building. Air-source heat pump equipment on the 3-story roof will be mounted toward the chimney portion of the roof so it is hidden by the high parapet walls.

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 Building. 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.

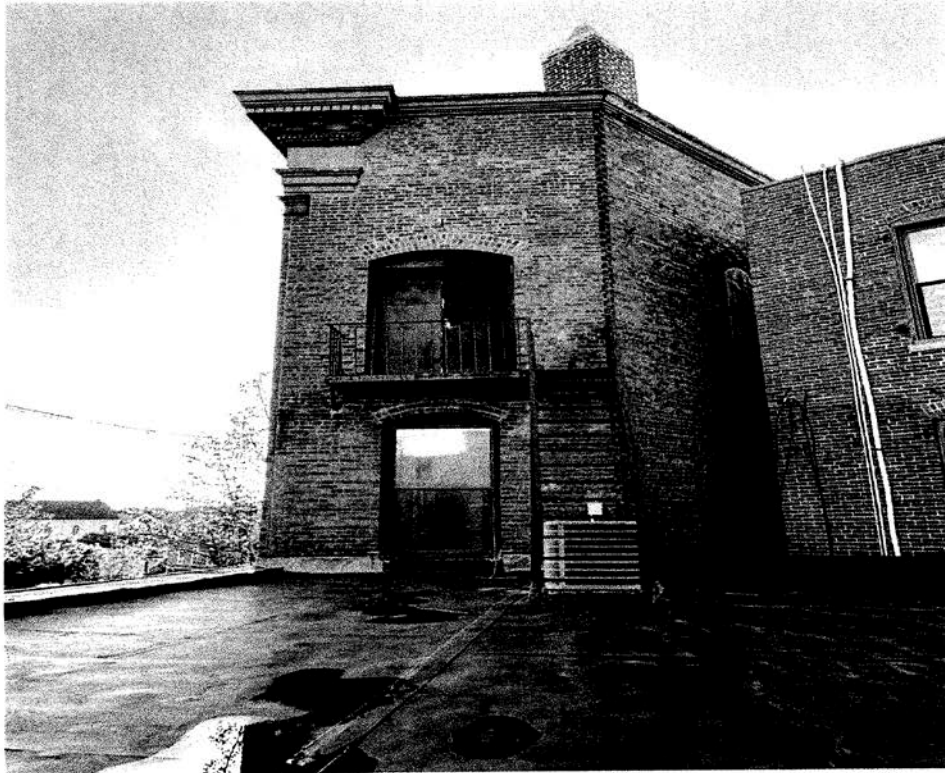
Changes classified as major alterations are not necessarily unacceptable. In fact, approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Building assessed.

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

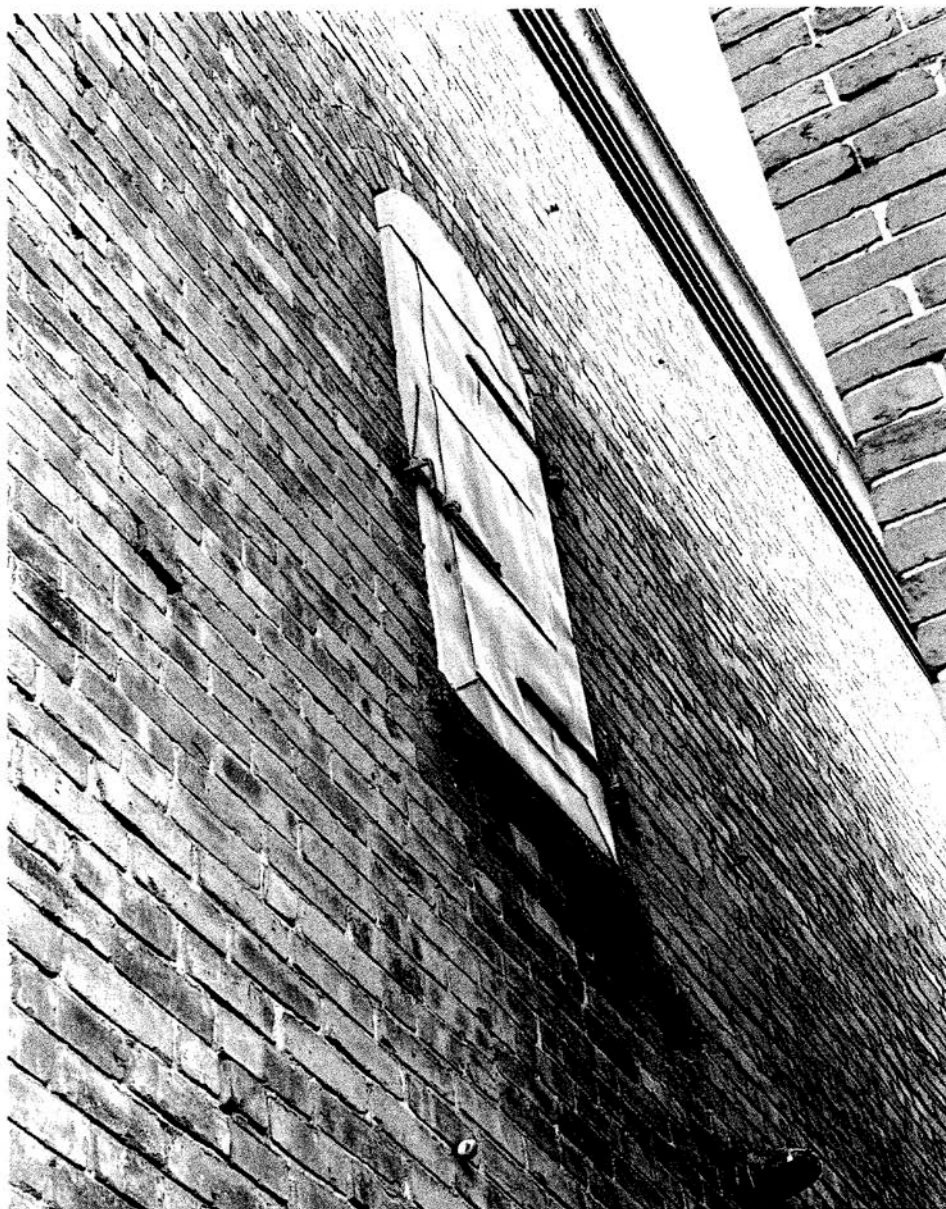
Grantor's Proposed and Granted Changes – Final Restoration Plan for the Fuller Building



1. West Elevation Egress Door, Window, and Fire Escape – The one-story roof level will be raised to approximately the mid point of the second floor window. The lower portion of the window will be closed in and a shorter Pella “Reserve” window will be installed in the upper portion of the window opening. The fire escape stair will be removed. The fire escape balcony will be structurally reinforced, rail and pickets installed across the stair opening and it will be scraped and painted black. The third floor egress doors will be removed and a framing and insulation installed at the inner portion of the masonry opening. The look of the double doors will be replicated with a vertical astragal, and brickmold to match the window brickmold. The third floor opening will be painted brown to match the Pella windows. The masonry will be cleaned and pressure-washed. The roofline frieze will be scraped and painted.



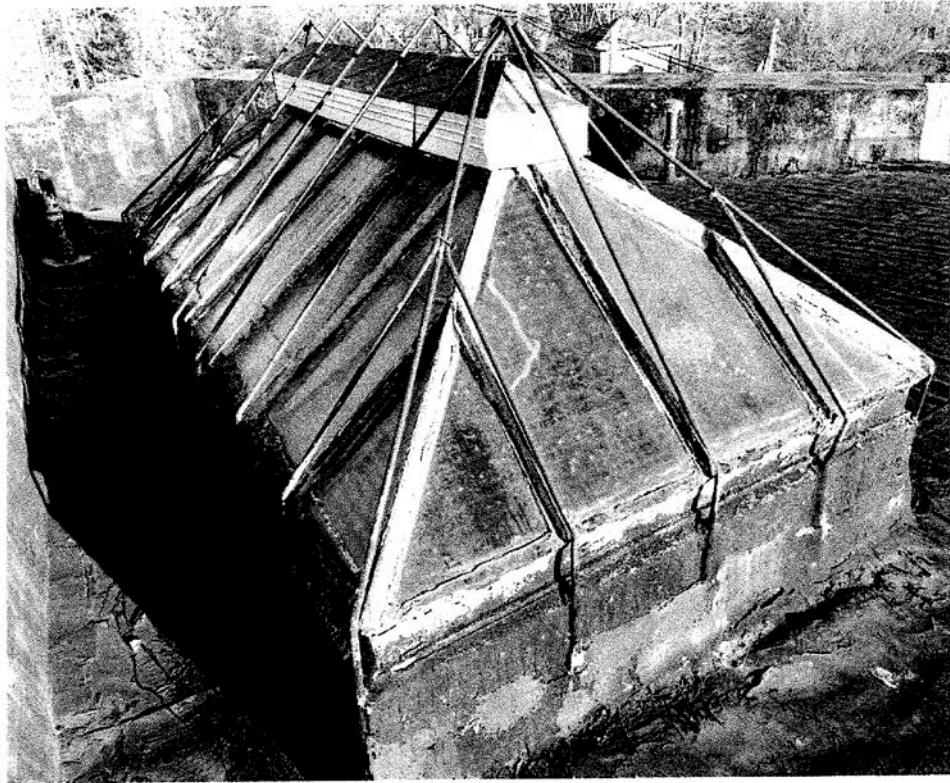
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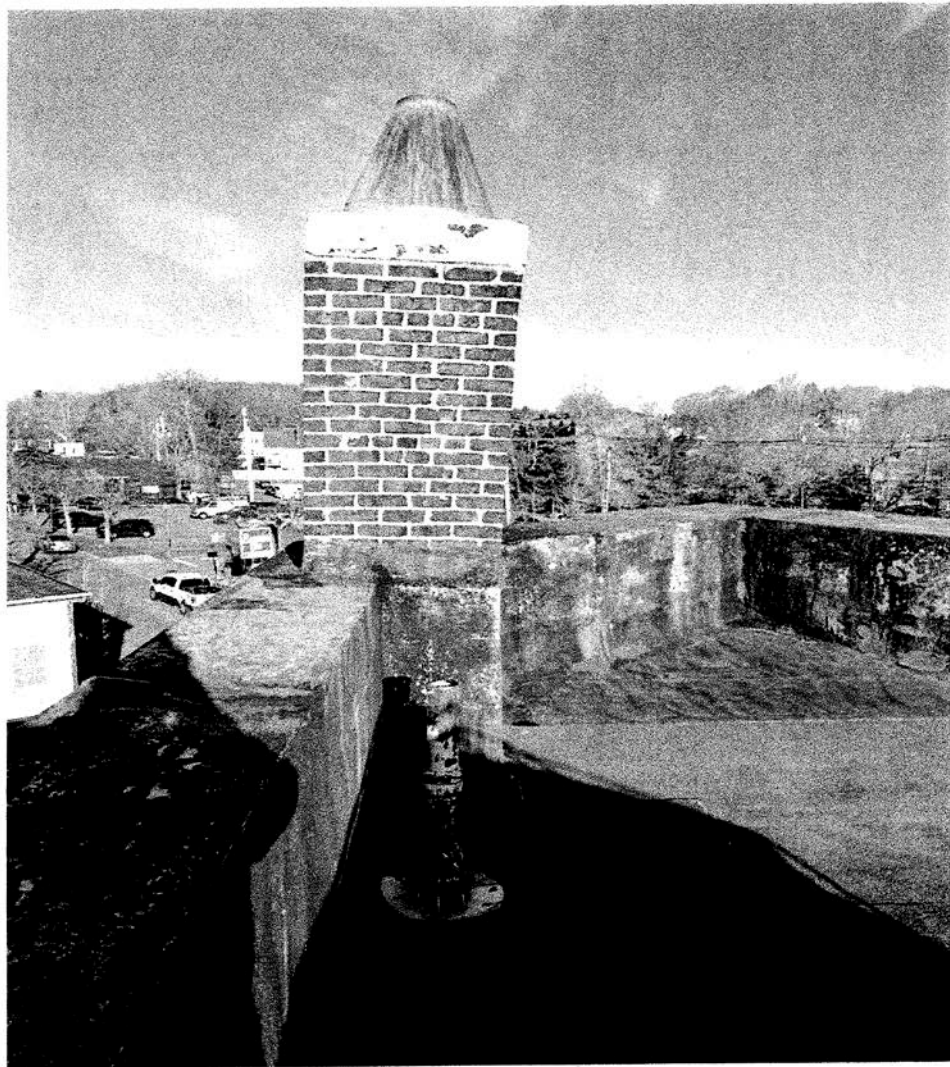
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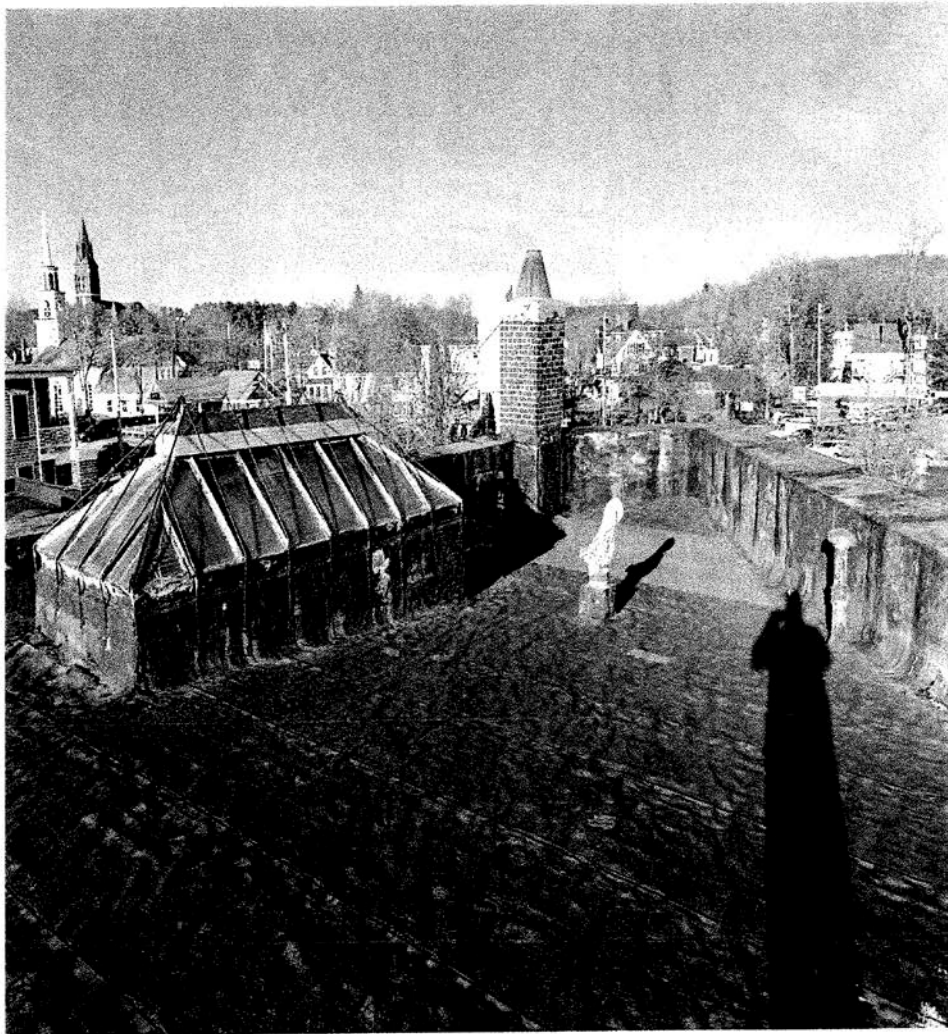
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Amherst, MA

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Newburyport, MA
01950
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SCALE: 1/8" = 1'-0"

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EXHIBIT G

AMESBURY PLANNING BOARD SPECIAL PERMIT DECISION

ASSENT BY MORTGAGEE

_____ is the holder of a Mortgage from Fuller Building, LLC said mortgage being dated _____, and recorded with the Essex South District Registry of Deeds at Book _____, Page _____. The Premises affected by this instrument is 45 Main Street, Amesbury, Essex County, Massachusetts. Said Mortgagee by this instrument assents to the Preservation Restrictions from its Mortgagor, Fuller Building, LLC, 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]
[Lender Name]

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:

X:\SHARED\SHARED\PAUL GAGLIARDI\REAL ESTATE DEVELOPMENT\FINOCCHIARO, ANTHONY-DEV OF FULLER BUILDING 45 MAIN\HISTORIC PRESERVATION.DOC