

PRESERVATION RESTRICTION AGREEMENT

between

9 OAKLAND STREET AMESBURY, LLC

and the

CITY OF AMESBURY, MASSACHUSETTS

BY AND THROUGH THE AMESBURY HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____, 2026 by and between 9 OAKLAND STREET AMESBURY, LLC, a Massachusetts Limited Liability Company with an usual place of business at 11353 Reed Hartman Highway, Suite 300, Cincinnati, OH 45241 (“**Grantor**”), and the CITY OF AMESBURY (“**Grantee**”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the AMESBURY HISTORICAL COMMISSION, located at 1 Market Street, Amesbury, Massachusetts, 01913 (“**Commission**”),

WHEREAS, the Grantor is the owner of certain real property located 9 Oakland Street and 9 Oakland Street #RR, Amesbury, Massachusetts, referred to collectively as “**the Property**” and containing about 54,891 square feet of land, more or less, as more particularly described in Registered Land Certificate No. 88344 (for 9 Oakland Street) and Personal Representative’s Deed recorded in the Essex South District Registry of Deeds in Book 33983, Page 110 (for 9 Oakland Street #RR) and in Exhibit A, incorporated herein by reference and attached hereto, and said Property is improved by a horseshoe shaped building situation on the 9 Oakland Street portion of the Property that is part of the historic “Carriage Hill Complex” and is referred to hereinafter as “**the Building**”, described as follows:

Architectural Description

The Building is part of the “Carriage Hill Complex,” which, as described on its historic inventory card, is one of the best remaining examples of carriage factory architecture in what was once a bustling industrial district. The Property is located on the corner of Oakland Street and Chestnut Street, backing onto a steep hill towards the Powwow River. The site straddles Carriage Hill and the Lower Millyard, which was once divided by a series of rail lines and a train station.

The current masonry Building was built in 1889 following a large fire that destroyed many of the existing wood framed buildings in the neighborhood. The Building is composed of three legs forming a horseshoe shape with two distinct building forms currently connected by ramped bridges. The Building is three stories above grade along Oakland Street but partially five stories at the bottom of the hill along Chestnut Street. The Building features two towers that rise up an additional story on the front and back of the Building, which previously were adorned by hipped roofs in a Second Empire style.

The exterior walls are solid red brick masonry, with wood framed floors and roofs. The long facades are lined with rows of punched window openings with arched tops. The brickwork features decorative banding including soldier courses, rowlocks, angled recesses, dentils and corbeling. The rooflines are slightly pitched and this is expressed at the gable ends of the

Building. Distinctive painted bands of signage are visible on the façade and the name “John H. Clark Carriage” is legible in some locations.

The Building was originally occupied by carriage manufacturers but quickly transitioned to the manufacturing of automobile bodies. Companies who operated at the Building include Clark, Biddle and Smart, Babcock, and Bailey. Records show that Biddle and Smart produced 41,000 bodies in 1926 for the Hudson Automobile Company. In 1929 Biddle and Smart went out of business and the buildings were occupied by the Bailey Company, which continued to manufacture window channels and other auto accessories.

The Building is depicted and further described in the Massachusetts Historical Commission Inventory Form B and related materials (Inventory No. AME.486) included in Exhibit D, incorporated herein and attached hereto by reference; and

WHEREAS, the City of Amesbury Planning Board (the “Planning Board”), by decision dated _____, 2026 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 H, approved a Special Permit pursuant to Section XI.J2 of the Zoning Ordinance of the City of Amesbury allowing the redevelopment of the Building and Property, including rehabilitation of and modifications to the Building and construction of a new, connected building, to provide 124 residential units (including affordable housing and live/work studios) and commercial spaces along the primary street facing portions of the Building’s ground floors (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 being an integral part of the historic “Carriage Hill Complex,” as described in the Massachusetts Historical Commission Inventory Form B and related materials (Inventory No. AME.486) included in Exhibit D. 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, D, and E, 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 shall consist of the following:

1. Legal Property Descriptions (Exhibit A);
2. Plan _____ (Exhibit B);
3. Amesbury Assessors’ Parcel Map with Building Footprints (Exhibit C);

4. Massachusetts Historical Commission Inventory Form B (AME.486) and related documents (Exhibit D); and
5. Set of eight (8) Exterior Photographs of the existing conditions of the Building taken in 2024 and 2025 (Exhibit E), as follows:

- Photo 1: Aerial view from Chestnut Street (Summer 2025)
- Photo 2: Street view of Southern wing from Oakland Street (Spring 2024)
- Photo 3: Street view of Southern wing from Oakland Street (Spring 2024)
- Photo 4: Street view of middle wing from Oakland Street (Spring 2024)
- Photo 5: Street view of Northern wing from Oakland Street (Spring 2024)
- Photo 6: Street view of Northern wing from Oakland Street & Chestnut Street (Spring 2024)
- Photo 7: Street view of rear of Northern wing from Chestnut Street (Spring 2024)
- Photo 8: View of tower & chimney at base of hill (Spring 2024)

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

WHEREAS, as a condition of the Planning Board Decision, Grantor is required to draft, execute, and record a perpetual preservation restriction on the Building and Property;

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 F 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 not make any alterations to the surrounding Property that would materially 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 3, 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 F), which are attached to this Agreement and hereby incorporated by reference.

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

- a. the right to engage in all those acts and uses that:
 - (i) are permitted by governmental statute or regulation;
 - (ii) do not substantially impair the preservation values of the Building and Property;
 - (iii) are not inconsistent with the Purpose of this Restriction; and
 - (iv) are listed in the Grantor's Proposed and Granted Changes and more particularly described in Exhibit F.
- b. pursuant to the provisions of Paragraph 3, 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: 19 Oakland Street Amesbury, LLC
P.O. Box 999
Danville, NH 01913

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

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

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

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

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

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

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

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

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

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

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

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes include the preservation of buildings or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

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

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

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building 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:

9 OAKLAND STREET AMESBURY, LLC,

by _____

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

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

Notary Public
My Commission Expires:

ACCEPTANCE AND APPROVAL BY THE CITY OF AMESBURY

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

CITY OF AMESBURY

By its Clerk

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

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

Notary Public
My Commission Expires:

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

CITY OF AMESBURY

Kassandra Gove, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

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

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

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

MASSACHUSETTS HISTORICAL COMMISSION

By: _____

Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

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

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description

[PLACEHOLDER]

EXHIBIT B

“SITE PLAN in AMESBURY, MA Showing Existing Conditions at 9 Oakland Street,” dated September 23, 2025 and prepared by Millennium Engineer, Inc.

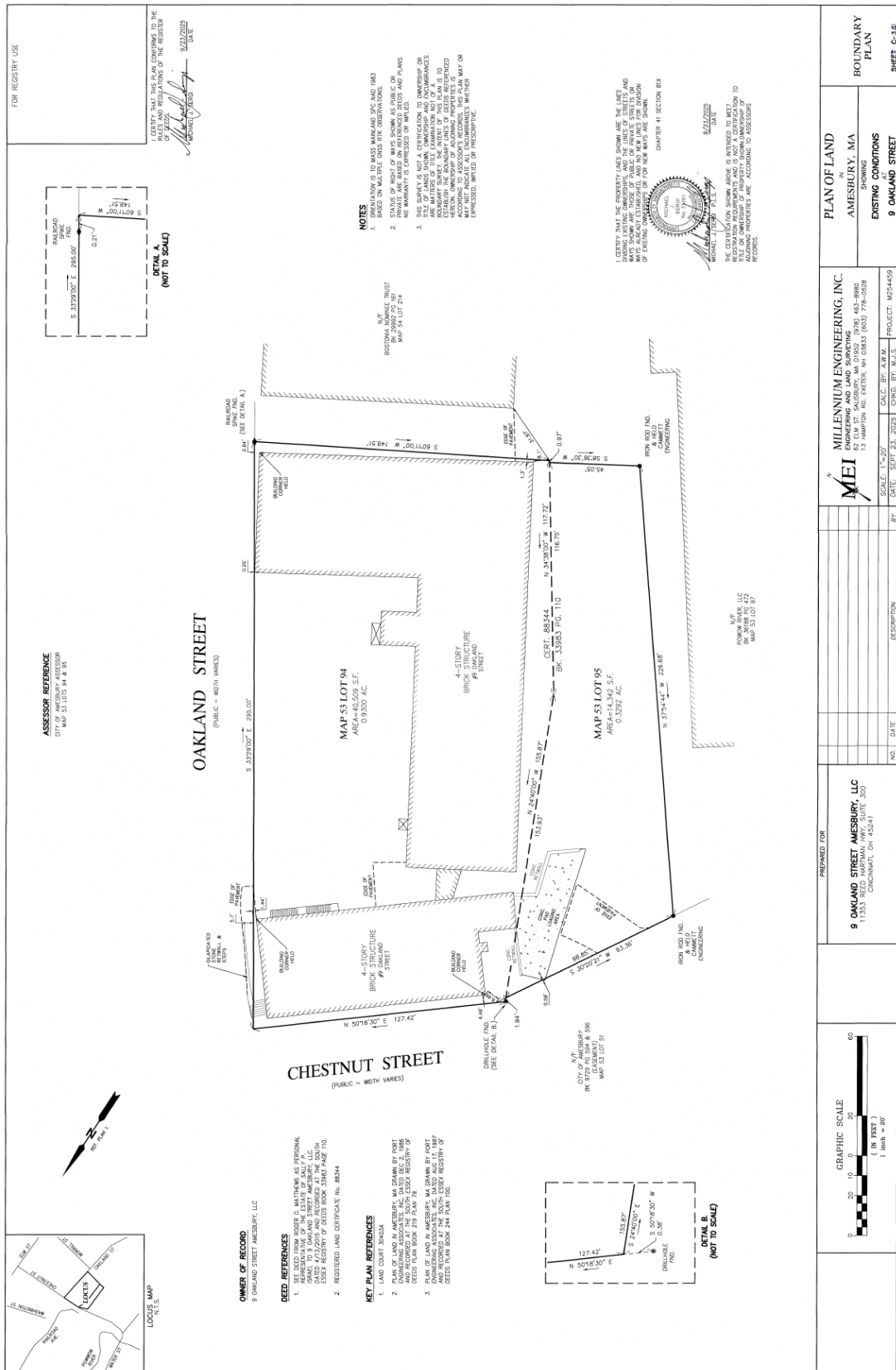


EXHIBIT C

ASSESSOR'S MAP (Property at Map 53, Parcels 94 and 95)

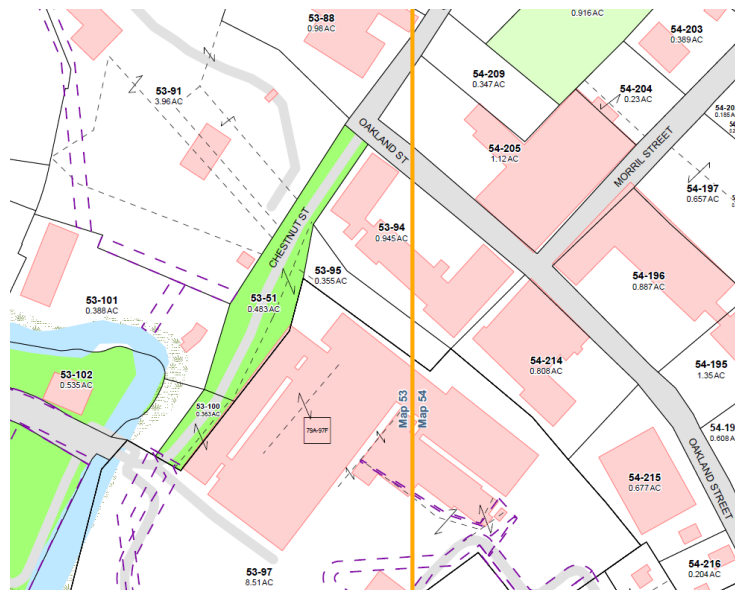
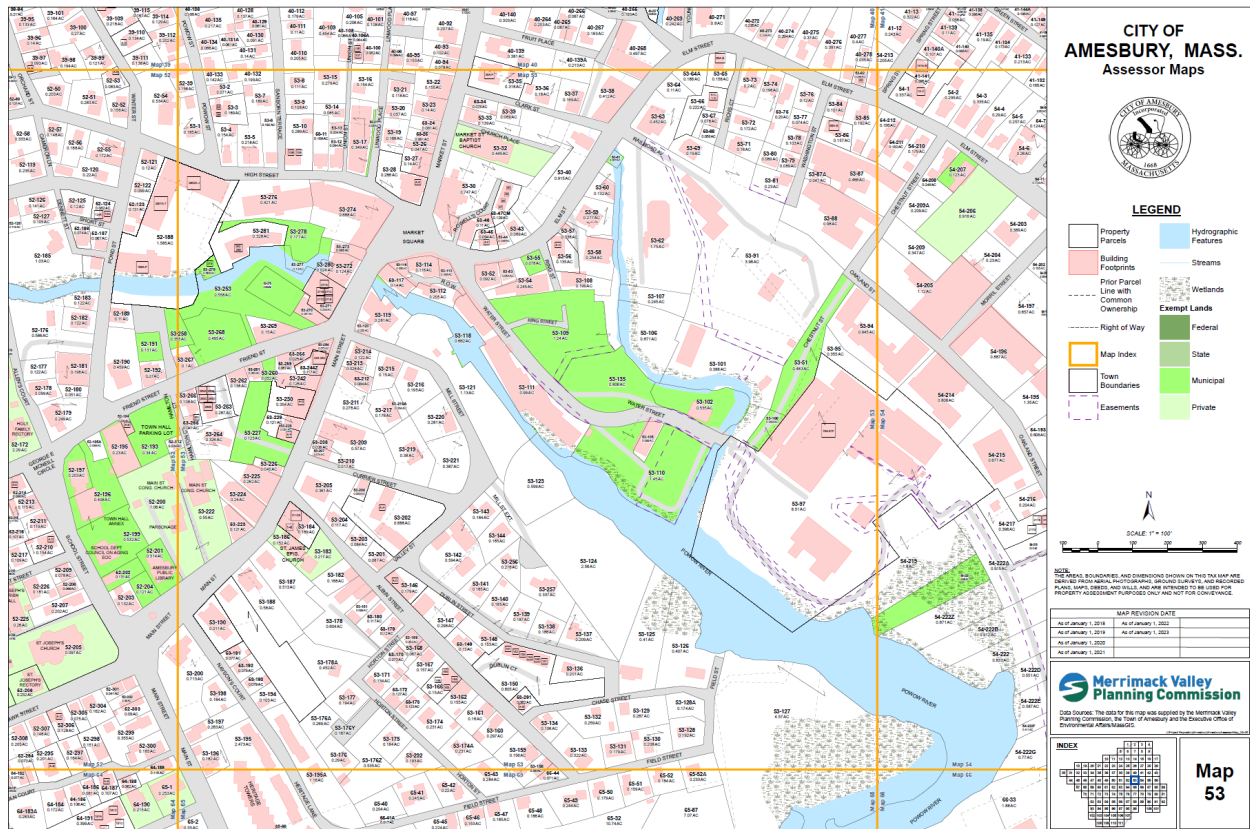


EXHIBIT D

MASSACHUSETTS HISTORICAL COMMISSION FORM B

Massachusetts Cultural Resource Information System Scanned Record Cover Page

Inventory No:	AME.486
Historic Name:	Carriage Hill Complex
Common Name:	Biddle and Smart - Bailey Automobile Factory
Address:	12 Oakland St
City/Town:	Amesbury
Village/Neighborhood:	
Local No:	15; 212;
Year Constructed:	C 1889
Architectural Style(s):	Italianate;
Use(s):	Automobile Factory; Carriage Factory; Industrial Complex or District;
Significance:	Architecture; Industry;
Area(s):	
Designation(s):	
Building Materials:	Wall: Brick;
Demolished	No



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Tuesday, June 24, 2025 at 9:32 AM

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, State House, Boston

AME 486

In Area no.

Form no.

486
75-277

2. Photo (3x3" or 3x5")
Staple to left side of form
Photo number _____

4. Map. Draw sketch of building location
in relation to nearest cross streets and
other buildings. Indicate north.

1. Town Amesbury

Address Elm St. bet. Washington & Oak Sts.

Name Carriage Hill Complex

Present use Auto Accessories Mfr.

Present owner United Shoe Machinery

3. Description:

Date _____

Source _____

Style _____

Architect _____

Exterior wall fabric _____

Outbuildings (describe) _____

Other features _____

Altered _____ Date _____

Moved _____ Date _____

5. Lot size:

One acre or less _____ Over one acre _____

Approximate frontage _____

Approximate distance of building from street _____

6. Recorded by _____

Organization _____

Date _____

(over)

7. Original owner (if known) _____

Original use _____

Subsequent uses (if any) and dates _____

8. Themes (check as many as applicable)

Aboriginal	_____	Conservation	_____	Recreation	_____
Agricultural	_____	Education	_____	Religion	_____
Architectural	_____	Exploration/	_____	Science/	_____
The Arts	_____	settlement	_____	invention	_____
Commerce	_____	Industry	_____	Social/	_____
Communication	_____	Military	_____	humanitarian	_____
Community development	_____	Political	_____	Transportation	_____

9. Historical significance (include explanation of themes checked above)

10. Bibliography and/or references (such as local histories, deeds, assessor's records, early maps, etc.)

AME 486

HAER INVENTORY

1. NAME OF STRUCTURE "Carriage Hill Complex"		2. DATE 1889-1925	3. NATURE OF STRUCTURE Carriage factories	4. INDUSTRIAL CLASSIFICATION 235
5. LOCATION: STREET & NUMBER Elm St. between Washington & Oak Streets		CITY OR TOWN Amesbury	COUNTY Essex	STATE MA
7. OWNER OF PROPERTY United Shoe Machinery, Water St., Amesbury, MA		6. USGS QUAD MAP & UTM GRID REF. West Newburyport 19, 342620, 474644		
8. CONDITION: ☐ EXCELLENT ☒ GOOD ☐ FAIR ☐ DETERIORATED ☐ RUINS ☐ UNEXPOSED ☐ ALTERED ☒ ACCESSIBLE TO PUBLIC				
9. DESCRIPTION & BACKGROUND HISTORY: NUMBER OF STRUCTURES; DIMENSIONS; FABRIC; STRUCTURE & FORM; SURVIVING MACHINERY, FITTINGS AND EQUIPMENT; APPROX. AREA OF SITE; ALTERATIONS; PRESENT USE; ENGINEER/ ARCHITECT/DESIGNER; IMPORTANT EVENTS & INDIVIDUALS.				
The factory buildings in the Carriage Hill Complex were often occupied by one or more carriage manufacturers, the most important of these companies being Clark, Biddle and Smart, Babcock, and Bailey. In a huge fire in 1888 almost all of the original wood and brick carriage factories on the hill were destroyed, but during the years 1889-1900 these buildings were replaced by the existing structures. During the 20th century these buildings were largely absorbed by Biddle and Smart and the Bailey Company, which produced auto bodies, electric automobiles, and auto accessories. Biddle and Smart produced 41,000 bodies in 1926 for the Hudson Automobile Company. In 1929 Biddle and Smart went out of business, and the buildings were occupied by the Bailey Company which has continued to manufacture window channels and other auto accessories to the present day. The Carriage Hill buildings are identical to textile mills of the period, being rectangular, brick buildings with stair/water towers, 2 to 4 stories high, with flat or shallow pitch roofs. The entire power supply of these companies was steam.				
10. PHOTOGRAPHS & SKETCH MAP ON REVERSE SIDE.				
11. RELATED SOURCES OF INFORMATION: HISTORICAL REFERENCES (PUBLISHED ARTICLES, MANUSCRIPTS, REPORTS, DRAWINGS, PHOTOGRAPHIC RECORDS) CONTACTS: (NAMES & ADDRESSES OF ANYONE WITH EYE-WITNESS ACCOUNTS OR RELEVANT INFORMATION); TAPE RECORDINGS.				
Margaret Rice, <u>Sun on the River</u> (Concord, N. H., 1955) <u>Amesbury Daily</u>, special editions, 1890, 1901, 1913, 1938				
12. DANGER OF DEMOLITION OR DAMAGE ☐ YES ☒ NO				
13. PRIORITY 3				
14. EXISTING SURVEYS ☐ NHL ☐ NR ☐ HAER ☐ HABS ☐ STATE ☐ COUNTY ☐ LOCAL ☐ OTHER				
15. INVENTORIED BY: YOUR NAME ADDRESS AFFILIATION DATE				
Peter M. Molloy 800 Mass. Ave., N. Andover, MA 01845 Merrimack Valley Textile Museum 2/4/76				
PLEASE RETURN TO THE HISTORIC AMERICAN ENGINEERING RECORD, NATIONAL PARK SERVICE, WASHINGTON, DC 20240				

MANUFACTURING INDUSTRIES (MEF) UTILITIES (UTI) POWER SOURCES & PRIME MOVERS (PS & PM) TRANSPORTATION (TRANS) COMM BRIDGES

AME. 486

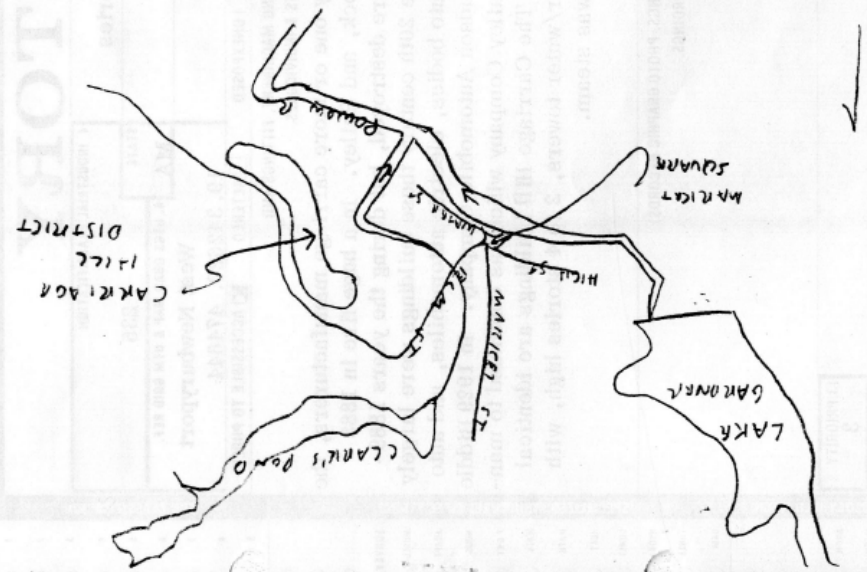
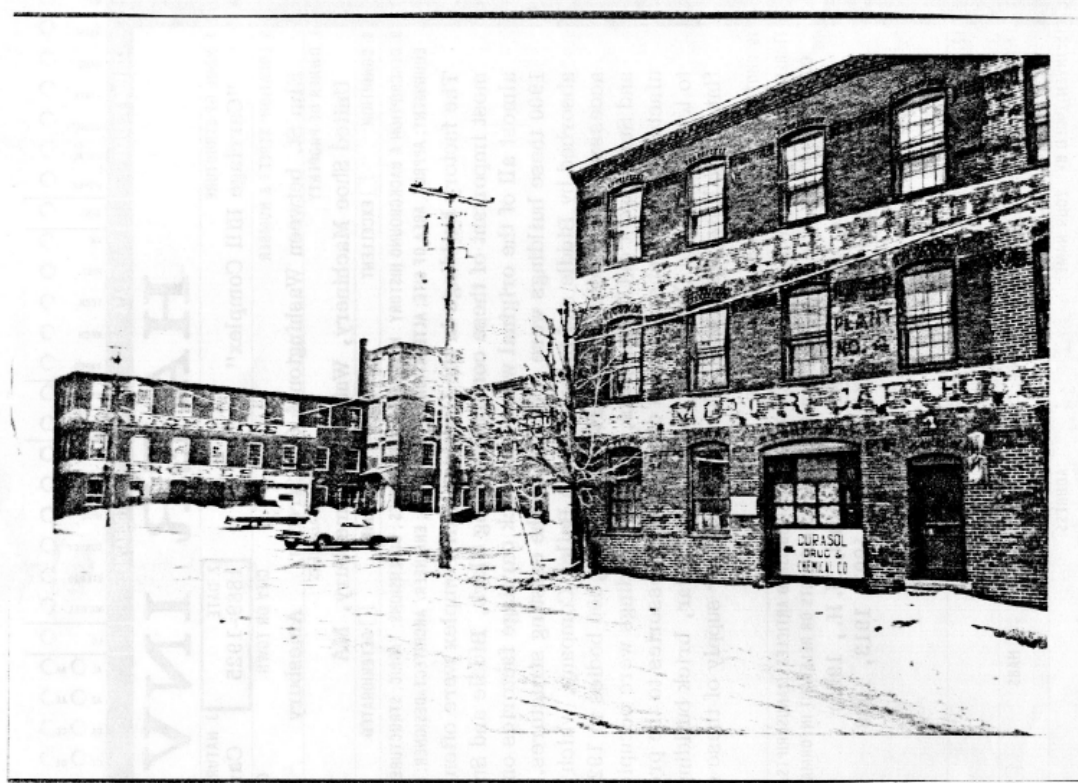


EXHIBIT E

Exterior Photographs



1. Aerial view from Chestnut Street (Summer 2025)



2. Street view of Southern wing from Oakland Street (Spring 2024)



3. Street view of Southern wing from Oakland Street (Spring 2024)



4. Street view of middle wing from Oakland Street (Spring 2024)



5. Street view of Northern wing from Oakland Street (Spring 2024)



6. Street view of Northern wing from Oakland Street & Chestnut Street (Spring 2024)



7. Street view of rear of Northern wing from Chestnut Street (Spring 2024)



8. View of tower & chimney at base of hill (Spring 2024)

EXHIBIT F

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 G

Grantor's Proposed and Granted Changes

EXHIBIT H

AMESBURY PLANNING BOARD SPECIAL PERMIT DECISION

[PLACEHOLDER]

[PLACEHOLDER IF NECESSARY]

ASSENT BY MORTGAGEE

_____ is the holder of a Mortgage from _____ said mortgage being dated _____, and recorded with the Essex South District Registry of Deeds at Book _____, Page _____. The Premises affected by this instrument are _____ 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 _____, 2026, 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 _____, 2026, 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: