

PRESERVATION RESTRICTION AGREEMENT

between

RIVERS EDGE DEVELOPMENT, 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 Rivers Edge Development, LLC, a Massachusetts Limited Liability Company having and address of 497 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 Streets Amesbury, Massachusetts, 01913 ("Commission"),

WHEREAS, the Grantor is the owner of certain real property located 201 Elm Street and land at 6 Monroe Street, Amesbury, Massachusetts, referred to as "the Property" and containing about 36,700 square feet, more or less, comprising the Property conveyed to the Grantor by a deed recorded in the Essex South District Registry of Deeds in Book 42186, Page 190, and more particularly described in Exhibit A incorporated herein by reference and attached hereto. Said Property improved by a building thereon known as the Flanders – Lamprey – Pettingill House and is referred to hereinafter as "the Building", described as follows, and shown on Exhibit B - Assessor Map and Exhibit C - Plot Plan attached hereto:

The house and land at 210 Elm Street in one of Amesbury's earliest homes (circa 1731), and is located near the northern edge of downtown Amesbury, in the Powwow Hill section of town. This densely developed neighborhood is dominated by modest homes built in the 19th and early 20th centuries. There are a combination of single and multi-family homes (primarily two-families) in the area. This center chimney dwelling retains numerous 18th century features. The two-story, five-bay-wide main body under a steeply pitched side-gable roof is expanded at its center entrance by an enclosed entrance porch and to the rear and on both sides. The left elevation reveals a lower "lean-to" pile across the back of the single-pile deep main body, forming what is commonly known as a "saltbox." The neighborhood is mixed with few contemporaneous examples remaining. This home anchors the end of Monroe Street connecting it to the triangle of early period properties including the Rocky Hill Meeting House and the cluster of early homes on Portsmouth Road. Although less obvious due to the construction of the 495 Highway these homes would have been considered neighbors in what was then Salisbury.

The cultural, historic and architectural significance of the Building is further depicted and described in Exhibit D incorporated herein and attached hereto by reference; and

WHEREAS, the Building is important for its associations with the social and religious 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 and attached hereto as by reference as Exhibit 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 (Exhibit D) shall consist of the following:

1. Form B Cover Page showing front of the Building and Assessor Map and building location;
2. Architectural Description;
3. Historical Narrative;
4. Bibliography and References;
5. 1854, 1872 and 1884 county atlases;
6. Photograph 1 dated 1893 showing 9/6 sash and barns;
7. Photograph 2 dated c. late 19th century showing 2/2 sash and barn;
8. Photographs 3,4, 5, 6 dated early 20th century front and side views of property;
9. Photograph 7 showing north facing rear-elevation;
10. Photograph 8 showing west elevation;
11. Photograph 9 showing east elevation;
12. Photograph 10 and 11 east and rear elevation;
13. Photograph 12 east room facing west showing detail of the bridging summer, framing at corners, wainscoting, baseboard, architraves, doors and pine floors;
14. Photograph 13 west room chimney wall showing paneling, cornice and mantel shelf;
15. Photograph 14 west room showing exposed post and cornice detail;
16. Photograph 15 east room showing architrave detail;
17. Photograph 16 lobby entrance and stair;
18. Photograph 17 east chamber facing west capturing chimney elevation;
19. Photograph 18 showing rear slope of main roof and principal rafters, common purlins, vertical sheathing and square ridge pole
20. Photograph 19 view facing north into ell roof showing cut through and ell roof framing with principal rafters and common purlins. Formerly wood roof shingles remain on rear main slope surrounding the cut through
21. National Register of Historic Places Criteria Statement Form;
22. Elevations.

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 3 1, 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 40C, authorized and directed by the Grantee to manage the Property and Buildings 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 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 Buildings will be retained and maintained forever substantially in their 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, including the maintenance/preservation of the entire central chimney from the basement (within the structure) to its termination above the roofline, 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
- 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; and
- 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; and
 - (iii) are not inconsistent with the Purpose of this Restriction.

- 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.

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 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 one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

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

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

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is 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 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-I" 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: Ethan C. Petersohn and Gregory S. Southard
497 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 Buildings 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 Buildings or 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 Grantors 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. Grantor agrees that this Restriction shall be considered an "other restriction held by a governmental body," as that term is used in G.L. c. 184, § 26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, § 26-30.

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, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which 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 and its being recorded with the Southern Essex County 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 ownership or 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 public hearings by the City of Amesbury and the Amesbury 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 increment to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County 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 Amesbury 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.

IN WITNESS WHEREOF, the Grantor hereunto sets their hands and seals this day of April, 2025.

GRANTOR:

Rivers Edge Development, LLC by

Ethan C. Petersohn, Manager Duly Authorized

Gregory S. Southard, Manager Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this day of April, 2025, the undersigned notary public, personally appeared Ethan C. Petersohn and Gregory S. Southard proved to me through satisfactory evidence of identification, which we MA drivers licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purposes as duly authorized managers of Rivers Edge Development, LLC.

Notary Public
My Commission Expires:

ACCEPTANCE BY THE AMESBURY HISTORICAL COMMISSION

Joseph Finn, duly authorized
Chair, Amesbury Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex , ss

On this day of April, 2025, before me, the undersigned notary public, personal appeared Joseph Finn, and 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

Jennifer Smith

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the 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, Mayor as aforesaid, 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 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

The land in Amesbury, Essex County, Massachusetts, being bounded and described as follows:

The land and building located at Elm and Monroe Streets in Amesbury, Essex County, Massachusetts being shown as Lots 1, 4, 5 and 6 on a plan of land entitled "Amesbury, Mass. Subdivision of Land Owned By: Hazele P. Kray & Land of Realty Diversified, Reid Land Surveyors, Scale 1" = 30', April 25, 1989" and filed for record with Essex South District Registry of Deeds in Plan Book 383 as Plan 50.

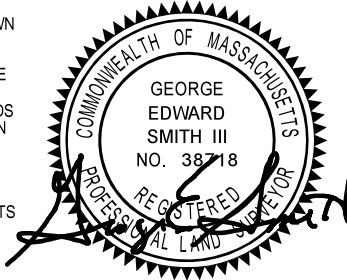
**NEW ENGLAND LAND SURVEY
PROFESSIONAL LAND SURVEYORS**

**710 MAIN STREET
NORTH OXFORD, MA 01537**
PHONE: (508) 987-0025
FAX: (508) 438-6604
MORTGAGE INSPECTION PLAN
NAME RIVERS EDGE DEVELOPMENT LLC
LOCATION 6 MONROE STREET & 201 ELM STREET
AMESBURY, MA
SCALE 1"= 80'
DATE 06/19/24

24MIP06780

BASED UPON DOCUMENTATION PROVIDED BY THE CLIENT, REQUIRED MEASUREMENTS WERE MADE OF THE FRONTAGE AND BUILDING(S) SHOWN ON THIS MORTGAGE INSPECTION PLAN. IN OUR JUDGMENT ALL VISIBLE EASEMENTS ARE SHOWN AND THERE ARE NO VIOLATIONS OF ZONING REQUIREMENTS REGARDING DWELLING STRUCTURES TO PROPERTY LINE OFFSETS (UNLESS OTHERWISE NOTED IN DRAWING BELOW).

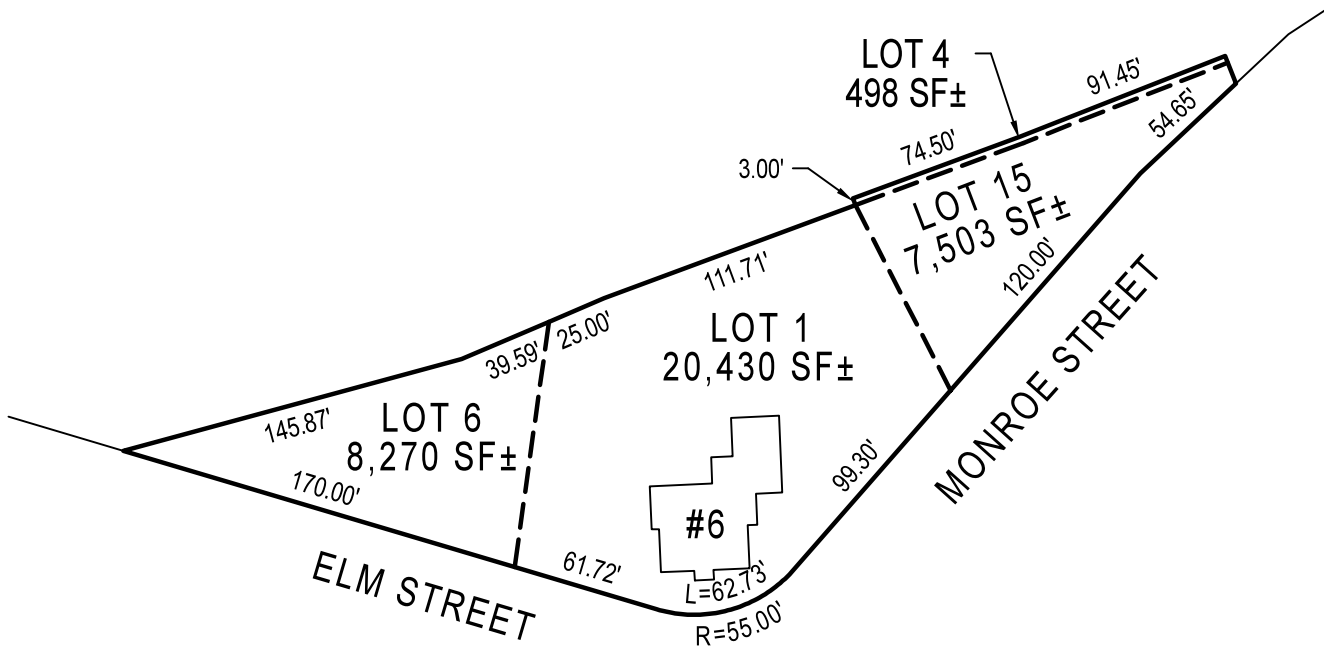
NOTE: NOT DEFINED ARE ABOVEGROUND POOLS, DRIVEWAYS, OR SHEDS WITH NO FOUNDATIONS. THIS IS A MORTGAGE INSPECTION PLAN; NOT AN INSTRUMENT SURVEY. DO NOT USE TO ERECT FENCES, OTHER BOUNDARY STRUCTURES, OR TO PLANT SHRUBS. THIS PLAN IS BASED UPON CLIENT FURNISHED INFORMATION AND MAY BE SUBJECT TO FURTHER EASEMENTS, TAKINGS, RIGHTS OF WAY AND OUT-SALES. THIS PLAN MAY OR MAY NOT REVEAL ENCROACHMENTS, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE BOUNDARY SURVEY. LOCATION OF THE STRUCTURE(S) SHOWN HEREON IS EITHER IN COMPLIANCE WITH LOCAL ZONING FOR PROPERTY LINE OFFSET REQUIREMENTS, OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER MASS. G.L. TITLE VII, CHAP. 40A, SEC. 7, UNLESS OTHERWISE NOTED. THIS CERTIFICATION IS NON-TRANSFERABLE. THE ABOVE CERTIFICATIONS ARE MADE WITH THE PROVISION THAT THE INFORMATION PROVIDED IS ACCURATE.


CERTIFY TO: ----
REGISTRY: SOUTHERN ESSEX
DEED REFERENCE: 32939/248
PLAN REFERENCE: 383/50

WE CERTIFY THAT THE BUILDING(S) ARE NOT WITHIN THE SPECIAL FLOOD HAZARD AREA. SEE FIRM

25009C0106F
DTD: 07/03/2012

FLOOD HAZARD ZONE HAS BEEN DETERMINED BY SCALE AND IS NOT NECESSARILY ACCURATE. UNTIL DEFINITIVE PLANS ARE ISSUED BY HUD AND/OR A VERTICAL CONTROL SURVEY IS PERFORMED, PRECISE ELEVATIONS CANNOT BE DETERMINED.



REQUESTED BY: SHERIDAN REAL ESTATE LAW, PLLC
DRAWN BY: CSA
FIELD BY: NA
CHECKED BY: GES
FILE: 24MIP06780



FORM B – BUILDING

Assessor's Number

USGS Quad

Area(s)

Form Number

66-61

Newburyport
West

H

AME.281

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

Town/City: Amesbury**Place:** (*neighborhood or village*):**Photograph****Address:** 201 Elms Street**Historic Name:** Flanders – Lamprey – Pettingill House**Uses:** Present: two-family residential

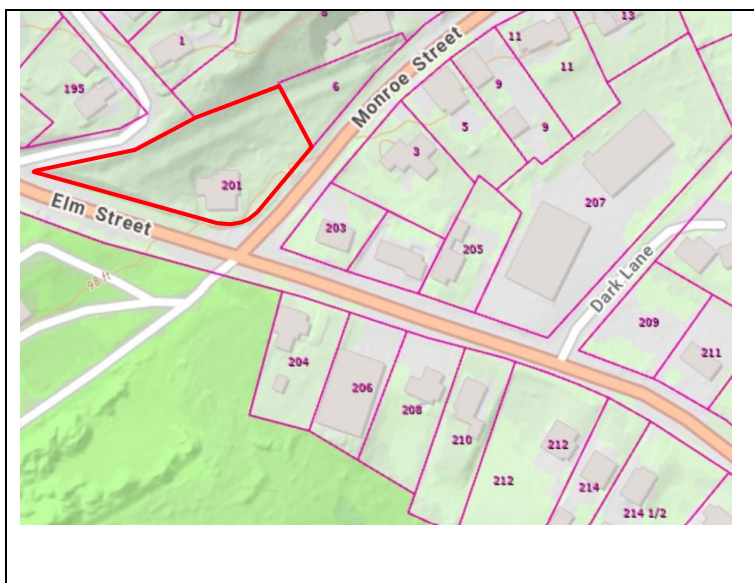
Original: single family residential

Date of Construction: 18th century**Source:** physical attributes, deeds**Style/Form:** New England center chimney**Architect/Builder:** unknown**Exterior Material:**

Foundation: granite block

Wall/Trim: wood clapboard/ wood

Roof: asphalt shingle

Outbuildings/Secondary Structures: none**Major Alterations** (*with dates*):**Condition:** good**Moved:** no ☒ yes ☐ **Date:****Acreage:** 0.66 acre**Setting:** Sparsely settled residential and commercial mix arranged along major regional routes Elm and Monroe.**Locus Map****Recorded by:** John D. Clemson**Organization:** Amesbury Historical Commission**Date** (*month / year*): February 2025

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

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

ARCHITECTURAL DESCRIPTION:

The Flanders House, an example of what is known as the New England center chimney type, exhibits numerous characteristics of 18th century domestic design and planning. The two-story, five-bay-wide main body under a steeply pitched side-gable roof is expanded at its center entrance by an enclosed entrance porch and to the rear and on both sides. The left elevation reveals a lower "lean-to" pile across the back of the single-pile-deep main body, forming what is commonly known as a "saltbox." This form is frequently observed on surviving early buildings throughout the region and is characterized by timber framing, varying between "integral" examples with original framed lean-tos and "additive" lean-tos reflecting an early expansion of an originally smaller house. Here, according to former owner Hazel P Kray and HC member Steven Klomps, evidence exists to suggest this lean-to is additive. Ms. Kray relied on family history relayed by her grandfather Lee Roy Pettingill, who claims to have had the lean-to built (see narrative). Further observation of structural evidence is planned at this time pending removal of recent finishes from the interior during spring of 20205. This building also displays what are traditionally known as "Beverly jogs," characterized by an extension of the lean-to beyond the side elevation of the main body, sometimes with secondary entrances. Here a secondary entrance is only on the right (east) jog, which leads into a larger, two-story, perpendicular-gabled ell that expands that side toward the rear. The dimensions of the main body are 38 feet wide by 18 feet deep. The lean-to across the back extends 11 feet, and the 18-foot-wide ell on the right side extends 30 feet rearward. A rear view of the house reproduced below demonstrates that the lean-to was expanded upward and rearward in the center to enclose a low, knee-wall space under a lower pitched shed. An enclosed shed porch was added to the re-entrant angle formed by the lean-to and central shed bump-out during the early 20th century. The rear elevation can best be understood by observing current photographs reproduced below.

This house has other attributes of 18th century provenance, including wood clapboarding that diminishes in reveal as it approaches the sill. Although appropriately applied, HC member Klomps has direct experience of the replacement of clapboards on the façade by the Kray family during the late-20th century. The symmetrical, regularly patterned openings of the façade and sides appear to be framed and are plainly trimmed, as are the corners. The entrance porch is somewhat elaborately decorated with smooth pilasters with molded capitals that support a naïve, thin, but elaborately molded freeze and enclosed pediment, classical devices that were fashionable in this period or slightly later during the revival of Grecian fashions ca 1830. First-story windows have early 20th-century reproduction sash with nine-over-six configurations (a 19th century photo below depicts two-over-two sash); upper-story windows are six-over-six, also likely reproduced. Doors are currently covered by solid-vertical-board storms. The eave and rake boards appear to have been replaced in the course of a recent re-roofing with asphalt, and the jog on the right side on the forward face of the ell has been bridged by a pent triangular roof running from the left eave to the main rake. This covering is a-characteristic of early building practices but was depicted in 19th-century photos reproduced below. The house's siting, oriented due south rather than southwest toward the frontage, is another characteristic of 18th-century planning. One anomaly concerns the upper-story window lintels of the façade which, instead of being integrated into the main eave and plate, are placed a fraction of a foot below it. This may have been the result of a 19th-century change and re-sizing of the upper-story windows; the plate is obscured by a false ceiling in both chambers.

An interior inspection that took place February 14, 2025 established that the plan conforms to period practices. The main central entrance opens into a shallow lobby with a three-run stair placed before the chimney bay centered on the house. This lobby was expanded by the entrance porch, which appears to date to the early 19th century. What are known as a "hall" and "parlor" open off this lobby to the left (west) and right (east). Variations in floor elevations between the east room, lobby, and west room, which rise several inches from east to west, suggest the house was expanded from a one-room building on the east side with a chimney bay at its west end early in its history (a partial basement under the east-front corner was not observed at this time). Finishes in the east room include exposed framing and a parallel (bridging) summer with decorative beading, suggesting the early 18th century. Other finishes include horizontal wainscoting with a deep, molded baseboard and chair rail, and edge-molded architraves which may date to the third period. The fireplace opening is framed by broad, plain boards with a plank shelf supported by an ogee bed mold. The more elaborate west room has a raised paneled fireplace wall with a classical cornice. The paneling appears to have great age and a hand-planed finish. The firebox is elaborated by a mantel shelf supported by thin pilasters decorated by naïve moldings that suggest the early 19th century. Elsewhere on the other elevations

Continuation sheet 1

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this room has horizontal wainscotting and edge molded architraves that match the east room, but here a drop ceiling covers the possibly surviving summer.

The interior of the ell has undergone multiple layers of change over the course of the 19th and 20th centuries. The back of the chimney stack is filled by a later pantry that fills the rear section of the chimney bay. Smaller rooms with later finishes fill the lean-to on its west side, shed bump-out in the center, the location of the kitchen, and the larger ell to the east. Upstairs, the east chamber is the best preserved, with simple edge-molded finishes and a Federal-era mantel; the west chamber was entirely renewed during the early 20th century.

The attic revealed framing that includes principal rafters and common purlins supporting vertical sheathing. This is generally consistent throughout the entire attic, including the ell, however a crudely cut hole in the sheathing boards leading from the front to ell lofts suggest the ell was an early addition. The rear main plate was not visible from either the loft or rear second-story rooms, so it has not been possible to determine whether the lean-to was integral or additive and how the main front plate was joined to the corner posts. Further observation with removal of interior coverings in an ongoing renovation may provide an opportunity for observation of the framing of this building both on the front and rear main plates and girts.

This property is a remaining fraction of an originally 100-acre-plus agricultural parcel that filled both sides of Elm Street, extending westward to the bank of the Powow River, until the early 20th century. Large attached and detached outbuildings that have been removed are visible in 19th century images reproduced below. The history of this farm, described consistently in deeds back to 1813, is related in greater detail in the narrative. The setting is currently a mix of sparsely settled suburban residential mixed with commercial. Part of the former Lampry farm on the west side of Elm Street now houses Mount Prospect Cemetery.

HISTORICAL NARRATIVE

The ownership history of this property has been established to 1813 with a fair degree of certainty by consultant Clemson. At this time 14 acres filling the southeast intersection of what would become Elm and Monroe streets were acquired by Thomas Leavitt, Esquire, of Northampton, NH, for \$612, from Jacob Stevens, mariner, Samuel Stevens, Jr, shipwright, Jacob Stevens, Jr, mariner, and James Stevens, yeoman, all of Salisbury.¹ At this time the property was located in Salisbury before West Salisbury was annexed to Amesbury in 1886. Research by Amesbury Historical Commission member Steven Klomps relates the earlier history, referencing the estate of John Flanders (1659-1717) of a dwelling house set off to his daughter Hannah in 1718.

[Hannah] married Joshua Clough in 1731. On August 18, 1731 Joshua and Hannah (Flanders) Clough exchanged the land, with no buildings mentioned, for land with a dwelling house in the Mills division from her brother Jonathan Flanders (Essex Deeds 61:10). On April 27, 1732 Jonathan Flanders sold or mortgaged this land with dwelling house, barn and shop to Capt. John Greenleaf of Newbury (60:98).

This transaction provides the argument for a ca 1731 provenance of at least part of the house, likely the east room and chimney bay.

There are no deeds on record that show a conveyance of this property from either Jonathan Flanders or Capt. John Greenleaf. The inventory of the estate of Thomas Flanders (1673-1742) dated August 2, 1742 lists in addition to his homestead, 'a house & abt 8 acres of land which was bought of Jonathan Flanders.' The inventory also includes an 'amount due Jno Greenleaf, Esq.' of £170. These facts make it very likely that Thomas Flanders purchased the house by assuming the mortgage of Capt. John Greenleaf in a transaction that was never recorded. This house and land was acquired by Thomas for the use of his son, Benjamin Flanders (b. 1712), who in 1734 married Maria Brown. They received the house and land in an unrecorded division of Thomas Flanders' estate made prior to February 22, 1754 (119:105).

¹ ECSRD 199:123 (1813); the explanation for the relocation of Monroe Street is contained in 226:203 (1821).

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On December 18, 1853 Benjamin Flanders sold the house and land to Benjamin Osgood of Salisbury, caulker (104:150). Benjamin Osgood resided here until 1791, when on February 16...he sold the property to Lemuel Stevens of Salisbury, shipwright (154:21).

Having reviewed these documents there is nothing in the descriptions to contradict their association with this property. This account links its history of ownership forward in time to its acquisition by Thomas Leavitt in 1812/13.

Regarding members of the Stevens family listed as grantors in 1813 the following was ascertained. The 1790 through 1820 census returns consistently listed two Jacob Stevens', among others by that surname. In 1820 heads of household named Stevens included Samuel (manufacturing), Samuel, Jr (agriculture), Jonathan (agriculture), Joseph (agriculture), and two generations named Jacob (the younger in agriculture). This suggests a large clan of diverse relations; the total of all their households included 26 individuals of a diversity of ages. Pre-1850 vital records for Salisbury listed four marriages of a Jacob Stevens: to Mary French (1792), Hannah Adams (1763), Anna Osgood (1784) and Elizabeth Osgood (1809). This suggests a complex genealogy with multiple generations of the same given name that it has not been possible to untangle given the scope of this project. However, this preliminary information may provide a foundation for further research.²

A subsequent deed (226:203, 1821) corrected the configuration of this property, explaining that the path of Monroe Street ("the old back road leading from Salisbury Mills to Seabrook") was altered "somewhat to the south...whereby a corner of said 14 acres which contained the dwelling and contiguous buildings was cut off and...excluded from the premises described in the deed." Going forward in time this house lot, the site of the subject building, was described separately from other holdings, but the description remained consistent through the chain of title going forward. For much of the 19th through early 20th centuries the property included the house lot, 13 acres on the east side of Elm Street south of Monroe, and an additional 40 acres filling the west side of Elm to the Powow River. This property is discernable on period maps reproduced below.

The Grantee in 1813, Thomas Leavitt (1744-1829), using the titles colonel and esquire, resided in Northampton, New Hampshire, a son of John and Abriel Leavitt. His Revolutionary War record, included with SAR and DAR records of two of his descendants, described service as quartermaster or officer in several regiments and marching to Saratoga in 1777. In 1819 Thomas Leavitt sold 60 acres of land on both sides of Elm Street ("the road leading from Rocky Hill to the Mills") that included the subject dwelling and its lot to his son, Samuel F Leavitt, for consideration of \$7,000. Samuel Fogg Leavitt (1767-1829) also resided in Northampton, New Hampshire (named in part for his mother, Mary Fogg Leavitt, a daughter of Samuel Fogg of Northampton; her mother was not listed by name in a genealogy). The property was immediately mortgaged to Samuel Withington, Jr, esquire, of Dorchester for \$3,000. This mortgage was assigned twice in 1821 and 1823, ending with Thatcher Goddard, merchant of Boston. By 1824, evidently having gained control of the property, Goddard sold it to William Graves of Salisbury, mariner. This conveyance excluded "all the said lands" under a lease to Samuel Morrill IV that was scheduled to expire at the end of April, 1825, thus identifying Goddard's tenant.³

In 1830, just over 100 acres that extended from the Powow River to both sides of Elm and Monroe streets ("old back road running easterly by the back road from Salisbury Mills to Seabrook"), including the subject dwelling lot, were acquired by Samuel Smith Lampry (also spelled Lamprey and Lamphrey, 1792-1870), "yeoman, late of Kensington, New Hampshire now resident of Salisbury," from William Graves. The consideration was \$4,000. The following year Lampry acquired releases from any interest in the property from Mary Leavitt, widow of Thomas Leavitt, and Sophia W Leavitt, widow of Samuel F Leavitt. The Lampry family and their descendants would own and occupy the subject property until 2024.⁴ In 1850 Lampry's household included his first wife, Martha (Morrill, born ca 1798, married 1816), two daughters, and five sons. By 1865 Lampry's second 1860 marriage to Mary A (Lake) Merrill (born ca 1826) brought a mixed family into an extended household that included three stepchildren with the surname Merrill and a fifth child, three-year-old George W Lamprey. An undated pension application by Mary A Lamprey indicated that Samuel Lamprey served as a private during the War of 1812. Lamprey, noted as owner on

² Ancestry.com: 1790-1820 Federal Census, inclusive; Mass US Wills and Probate Records, 1635-1991, Jacob Stevens, 1829 (died intestate; the will includes a partial legal description of a property and the division of a dwelling abutting the Merrimack River); Mass compiled marriages.

³ ECSRD 199:123 (1813); 218:269 (1819); 221:5 (1819, mortgage deed to Withington); 226:203 (1821, correction describing the relocation of Monroe Street); 233:185 (1823, assignment of mortgage to Goddard); 236:142 (1824, lease exclusion to Samuel Morrill IV in conveyance to William Graves); Ancestry.com: Joseph Dow, *History of the Town of Hampton, New Hampshire, From its Settlement in 1638, to the Autumn of 1892* (Salem Press, 1893) p. 815 (Thomas and Samuel Fogg Leavitt genealogy); SAR Membership Application, Dwight Clark Douglas, 1941; DAR membership book, Miss Elizabeth Ballard; 1829 probate, Thomas Leavitt.

⁴ ECSRD 255:301 (1830); 259:227 (1831, release); 271:154 (1834, release).

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period maps ("S Lamprey"), actively farmed in this location according to agricultural census returns from 1850 through 1870. These returns describe an active general farm operating with a diversity of agricultural activities on 120 improved of 130 total acres valued at \$5,000. The farm produced rye, corn, potatoes, oats and hay. Thirty sheep produced 30 lbs of wool and five cows produced 250 lbs of butter and 150 lbs cheese. A small amount of orchard and market garden products were also listed. This general pattern of activity was sustained by Samuel Lamprey's son, John M (1830-1893), in 1860 and 1870.⁵

In 1921 a residential lot measuring 28 square rods, roughly matching the current configuration of the 2/3-acre property, was acquired by Olivia L and Lee Roy Pettengill (also spelled Pettingell) from John P Titcomb, executor of the estate of Caroline M Lamprey, the widow of John M Lamprey (sic).⁶ According to a 1971 newspaper article Olivia Pettengill was a niece of Caroline Lamprey.⁷ Her husband Lee Roy Pettengill (1891-1952) was a native of Amesbury. During the 1920s through 1940 he was the proprietor of a grocery store in Amesbury. At other times he worked as a machinist. Census returns indicate Pettengill resided at 203 Elm and rented the subject house to tenants. His grocery was in this immediate area. According to his obituary,

As a young man he learned the trade of a tool and die maker from his father [Charles F Pettingell], the founder of the Pettingell Machine Company. He was employed by the GWJ Murphy Company, the Bailey Company, Inc [for a time a successful builder of automobile bodies in Amesbury], and the Bartley Machine Company...and was regarded as a skilled artisan. For a time he operated the Monroe Corner Market at the junction of Elm and Monroe streets.⁸

The rental of the house followed a pattern established by prior owner Caroline Lamprey. Census returns from 1900 to 1940 identified these tenants. In 1900 carriage upholsterer George Flanders (born May, 1862), his wife, Elizabeth, and five children occupied the house. By 1910 it housed two households: woodworker Earle A Metcalf (born ca 1883) and wife Maud; and the five-member household of metal worker Charles W(?). Both worked at an unidentified automobile factory, likely the SR Bailey Company (see Amesbury Carriage Museum website). The house remained occupied by two households through 1940. At its height in 1920 it housed 13 people in two households lead by carriage shop workers; by 1940 two single women in two households, one with adult children, both worked as seamstresses. A third family joined one of these females, possibly as boarders; rents ranged from \$8 to \$12.⁹

Subsequent owners between 1955 and 2024 included Hazel O Baker, later known as Hazel P Kray, a granddaughter of Olivia Pettingell, with her daughters Nathalie Anne Wilson and Donna Elayne Baker.¹⁰

BIBLIOGRAPHY and/or REFERENCES

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JG Beers, *Atlas of Essex County*, 1872

GH Walker, *Atlas of Essex County*, 1884

Essex County South Registry of Deeds, referenced as ECSRD [book]:[page] ([date]).

Sanborn Maps (Library of Congress), 1918 (no coverage).

Ancestry.com: vital records; Federal Census, population and agricultural schedules.

⁵ Ancestry.com: vital records, birth, marriage, death; 1850, 1860 Federal Census; 1855, 1865 Massachusetts State Census; 1850-1870 Federal non-population census for agriculture; US War of 1812 Pension Application Files Index.

⁶ ECSRD 2494:239 (1921).

⁷ *Amesbury Daily News*, May 27, 1971, p. 15 and 20, "Art is everywhere' at Old Lamprey House."

⁸ *Ibid.*, Jun. 16, 1952, p. 4, obituary. Period Sanborn maps do not cover this section of Amesbury, so it has not been possible to determine the location and configuration of the grocery business.

⁹ Ancestry.com: 1930 Amesbury directory; US WW I and WWII Draft Registration Cards, Lee Roy Pettengill; 1900-1940 Federal Census, inclusive.

¹⁰ ECSRD 4228:253 (1955); 32939:248 (2013); 42186:190 (2024). An explanation of the family's genealogy is recounted in a newspaper article: *Amesbury Daily News*, May 27, 1971, p. 15 and 20, "Art is everywhere' at Old Lamprey House."

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Amesbury Daily News, Amesbury Public Library.

Abbott Lowell Cummings, *The Framed Houses of Massachusetts Bay, 1625-1725* (Belknap, Harvard University Press, 1979) passim.

Joseph Merrill, *History of Amesbury, Including the First Seventeen Years of Salisbury, To the Separation in 1654, and Merrimac from its Incorporation in 1876* (Franklin P Stiles, 1880).



1854 Clark map of Amesbury and Salisbury depicting the Stevens House in the ownership of S Lampry indicated by a red arrow. North is up. Note that the east side of the Powow River, which runs north-south through the image, remained part of Salisbury until annexed to Amesbury in 1886.

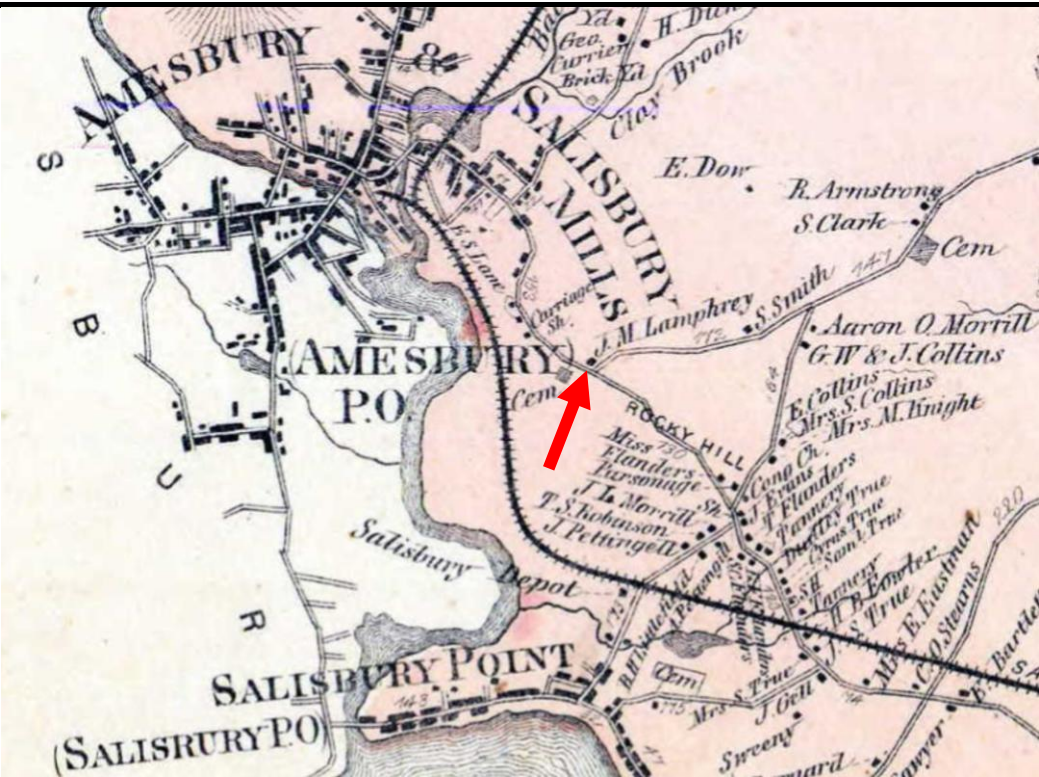
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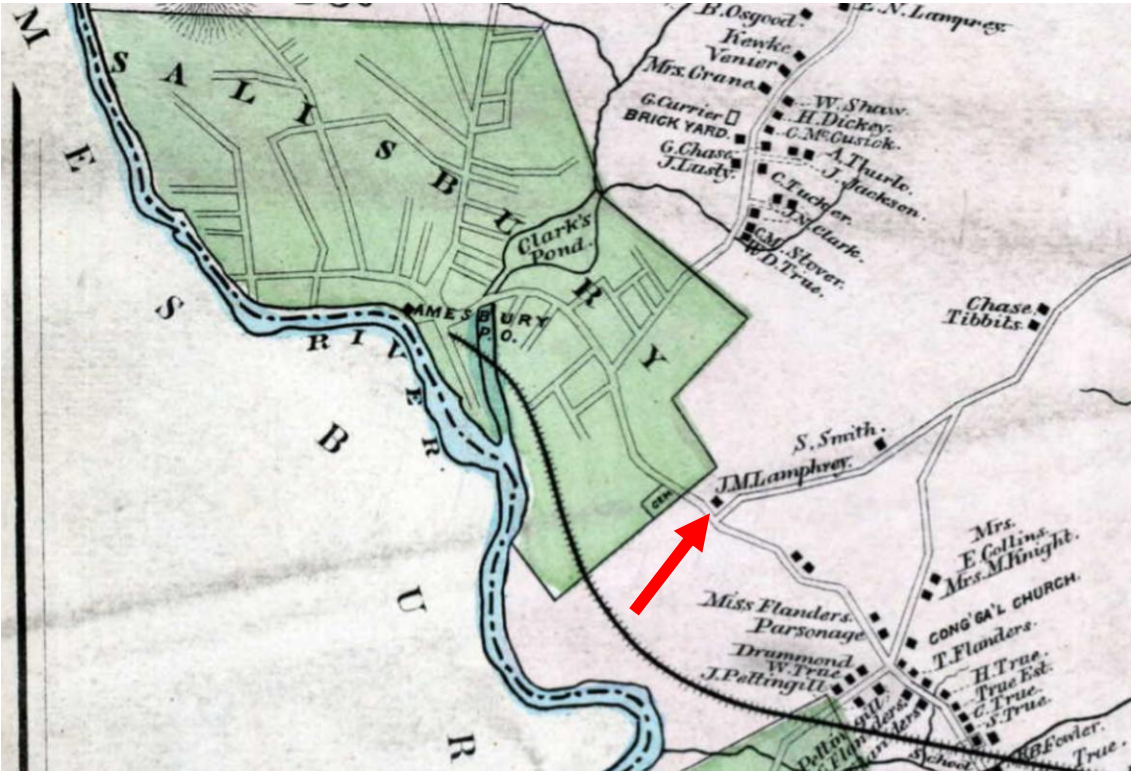
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Atlases depicting the property in the ownership of “JM Lamphrey.” 1872 Beers county atlas, above, 1884 Walker county atlas, below.



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Photograph dated 1893. Note the 9/6 sash and barns in the foreground and background. Source: Amesbury Historical Commission.



Late 19th-century image. Note the 2/2 sash and attached barn, right. AHC.

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Early 20th century (?). AHC.



View of the north-facing rear elevation.

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West elevation.



East elevation.

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East elevation, ell, left; rear elevation, ell, right.



East room facing west. Note the bridging summer, framing at corners, wainscoting, baseboard, architraves, doors and pine floors.

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West room chimney wall. Note paneling, cornice and mantel shelf.



Left: exposed post and cornice detail, west room; right: architrave detail, east room.

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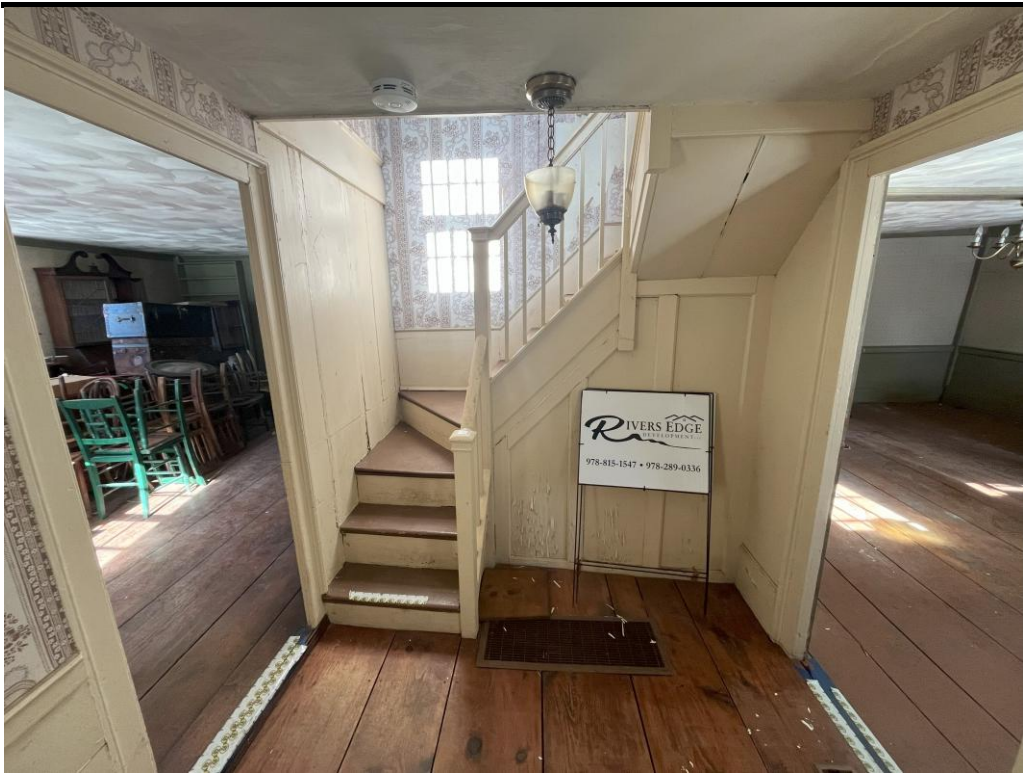
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Lobby entrance and stair.



East chamber facing west capturing chimney elevation.

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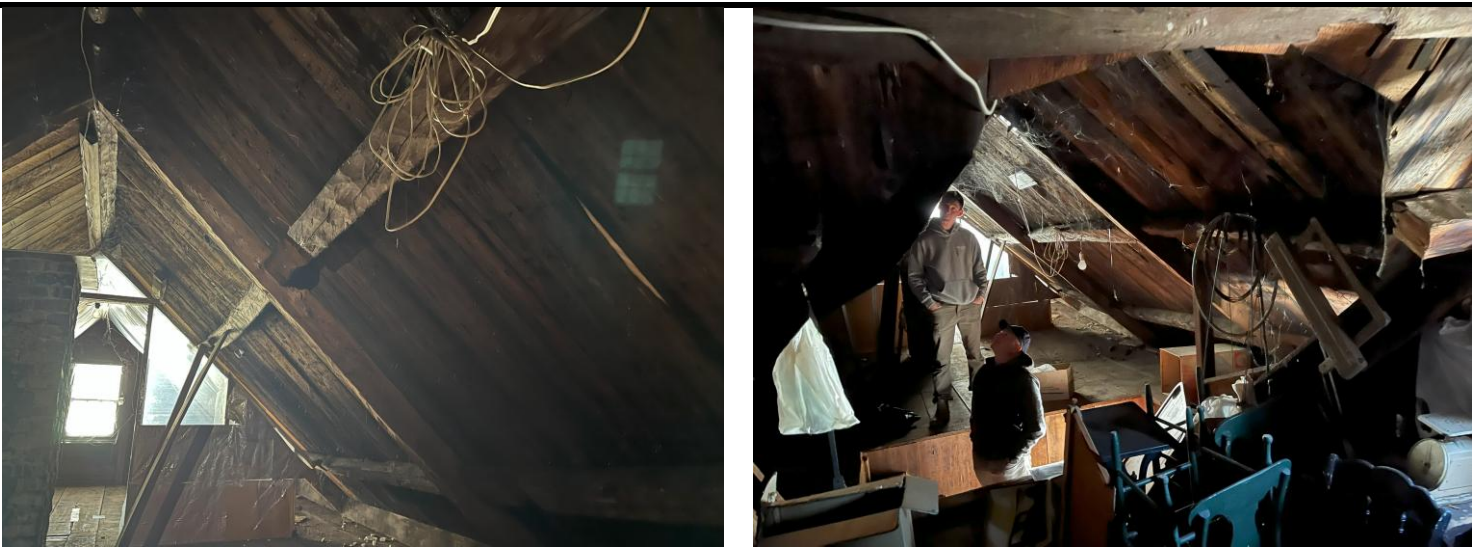
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Left: Rear slope of main roof showing principal rafters, common purlins, vertical sheathing and square ridge pole; right: view facing north into ell roof showing cut through and ell roof framing with principal rafters and common purlins. Formerly exterior wood roof shingles remain on rear main slope surrounding the cut through.

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[If appropriate, cut and paste the text below into an inventory form's last continuation sheet.]

National Register of Historic Places Criteria Statement Form

Check all that apply:

- ☒ Individually eligible ☐ Eligible **only** in a historic district
☐ Contributing to a potential historic district ☐ Potential historic district

Criteria: ☒ **A** ☐ **B** ☒ **C** ☒ **D**

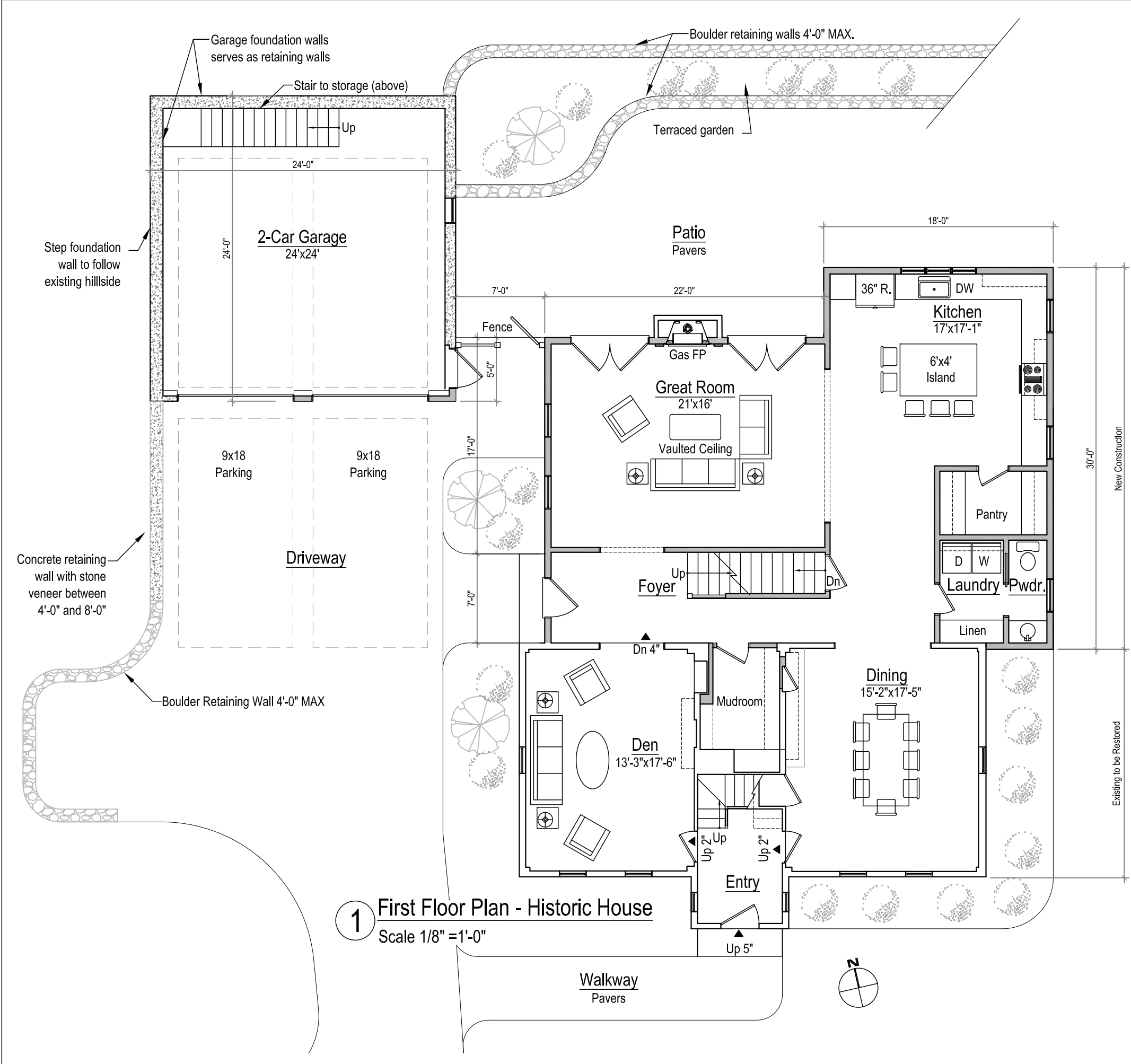
Criteria Considerations: ☐ **A** ☐ **B** ☐ **C** ☐ **D** ☐ **E** ☐ **F** ☐ **G**

Statement of Significance by John D. Clemson

The criteria that are checked in the above sections must be justified here.

The Flanders-Lamprey-Pettingill House, built during the first half of the 18th century, evidently during the early 1730s, is a well-preserved example of the New England center-chimney type with original or early lean-to and rear ell additions. Despite layers of change, the house appears to retain abundant period and 19th-century building fabric, including timber framing, 18th century wainscoting and paneling, Federal period mantels, and Greek Revival entrance porch. It is among the earliest surviving houses in Amesbury/ Salisbury and offers abundant opportunity for observation of period construction and finish (This section of Salisbury east of the Powow River was annexed to Amesbury in 1886). The property is associated with long-term ownership by the Flanders, Stevens and Lamprey families, all representatives of large regional clans involved in the early maritime and agricultural history of Salisbury and Amesbury. For its architecture and ownership history this rare early building would meet eligibility for NR listing under criteria A, C and D. The property retains integrity of location, design, materials, workmanship, feeling and association. Areas of significance include agriculture, architecture, and historic archeology - non-aboriginal.

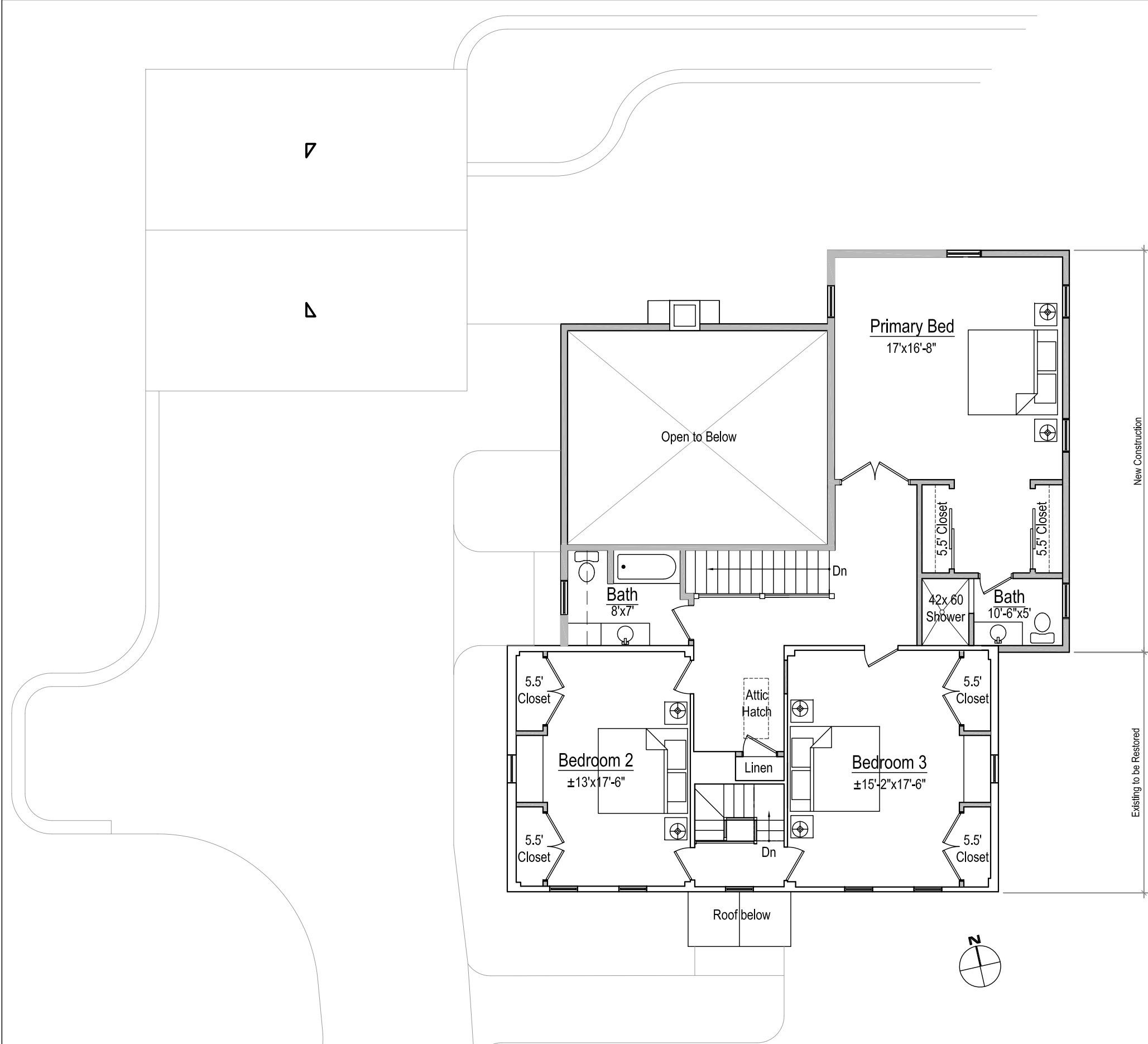




1 First Floor Plan - Historic House
Scale 1/8" = 1'-0"

Floor Plan Legend	
New Wall	
Existing Wall to Remain	

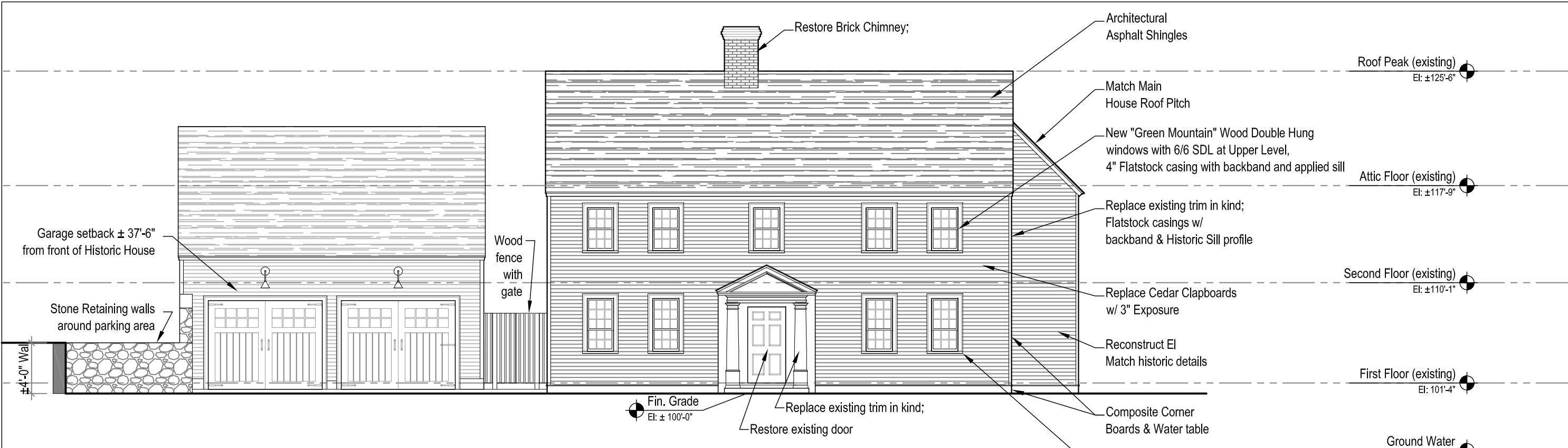
Floor Area - Historic House		
	Existing	Proposed
Garage	0 sf	576 sf
First Floor	1,750 sf	1,750 sf
Second Floor	1,515 sf	1,360 sf
Total Living Area Garage not included	3,265 sf	3,110 sf



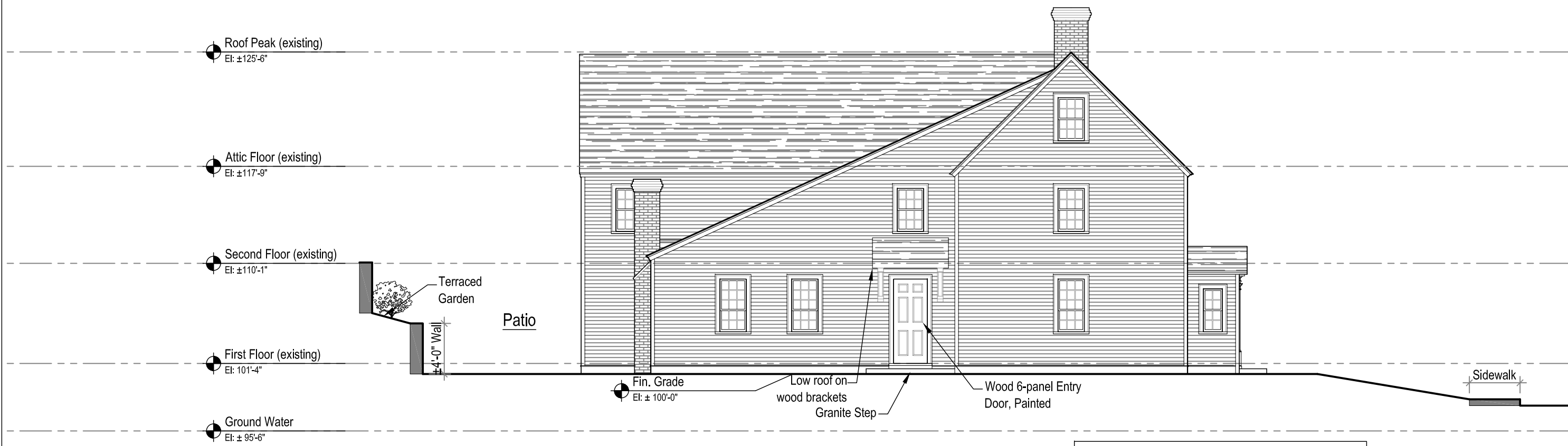
1 **Second Floor Plan - Historic House**
Scale 1/8" =1'-0"

Floor Plan Legend	
New Wall	
Existing Wall to Remain	

Floor Area - Historic House		
	Existing	Proposed
Garage	0 sf	576 sf
First Floor	1,750 sf	1,750 sf
Second Floor	1,515 sf	1,360 sf
Total Living Area Garage not included	3,265 sf	3,110 sf



1 Front Elevation - Historic House
Scale 1/8" = 1'-0"



2 Left Side Elevation - Historic House
Scale 1/8" = 1'-0"

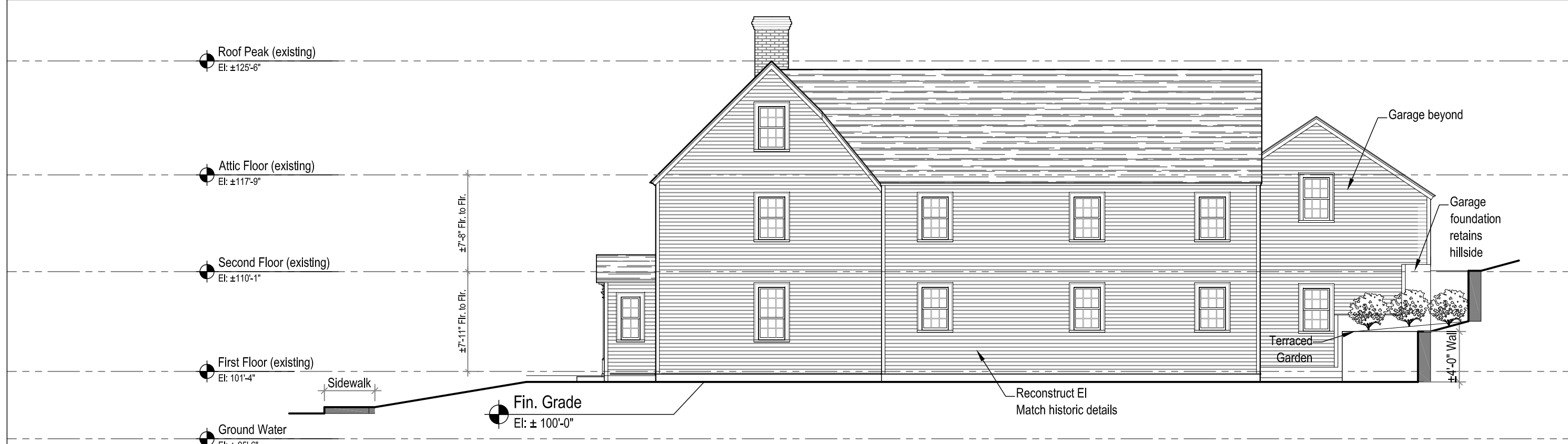
Refer to Front Elevation for Notes

savoie nolan
ARCHITECTS LLC
130 Liberty Street - Danvers, MA 01923 - 978-356-7786

Proposed
Rivers Edge Historic Restoration Project
201 Elm Street, Amesbury, MA

Historic House Elevations
Date: April 14, 2025
Drawing Number
LOT 1
A4

Scale: 1/8" = 1'-0"
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1 Right Side Elevation - Historic House
Scale 1/8" = 1'-0"

Refer to Front Elevation for Notes



2 Rear Elevation - Historic House
Scale 1/8" = 1'-0"

Refer to Front Elevation for Notes

3 Section through Garage
Scale 1/8" = 1'-0"

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Proposed

Rivers Edge Historic Restoration Project

201 Elm Street, Amesbury, MA

Historic House Elevations

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

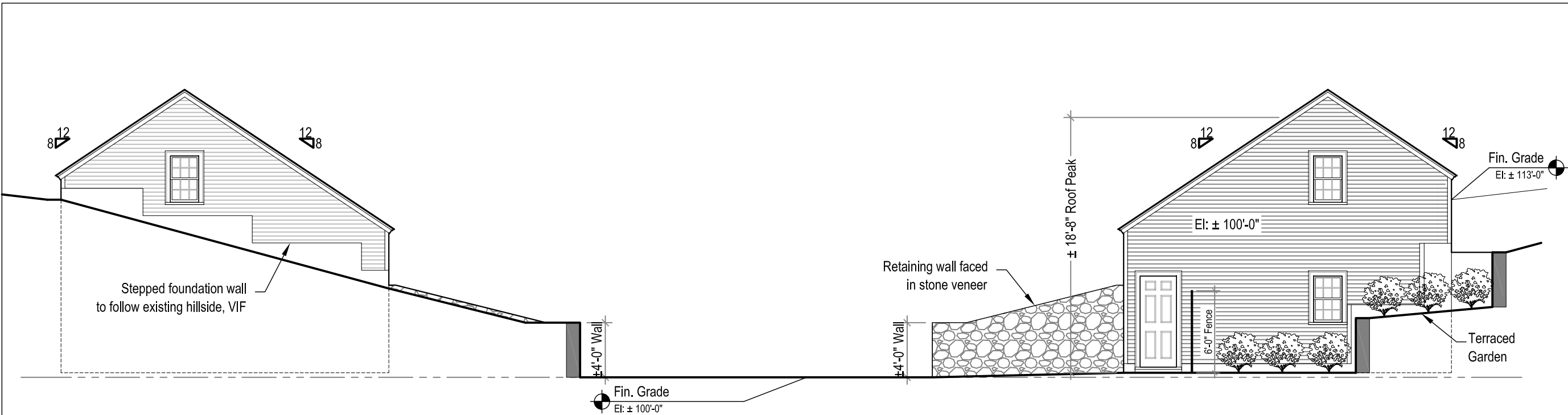
Date: April 14, 2025

Drawing Number

LOT 1

A5

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1 Historic House Garage Left Side Elevation
Scale 1/8" = 1'-0"

2 Historic House Garage Right Side Elevation
Scale 1/8" = 1'-0"

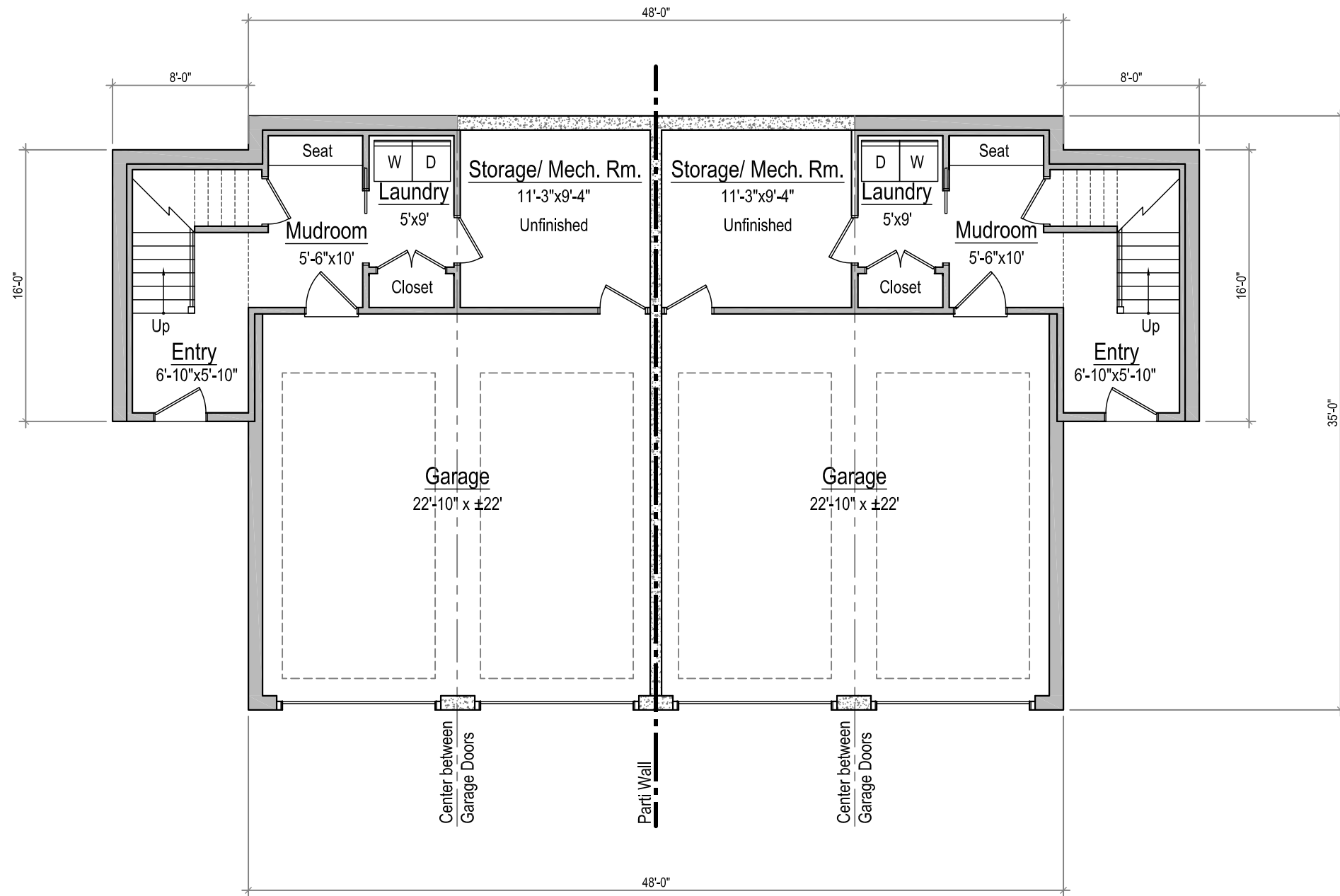
Elevation General Materials List (Historic House):

- Roofing: Architectural Asphalt Shingles
- Siding: Natural Cedar Clapboards with 3" Exposure
- Windows: Green Mountain
- Trim Boards: Acre trim to match existing details
- Roof Edges: Acre composite board to match existing details
- Window and Door Casings: Acre composite board to match existing details
- Wood Shutters: Painted



 130 Liberty Street - Danvers, MA 01923 - 978-356-7786	
Proposed Rivers Edge Historic Restoration Project	
201 Elm Street, Amesbury, MA	
Barn Units Site Plan and Renders	Date: April 14, 2025 Scale: As Noted
Drawing Number LOT 2 A1	

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1 Ground Floor Plan - Barn Units
Scale 1/8" = 1'-0"

Floor Plan Legend

Stud Wall



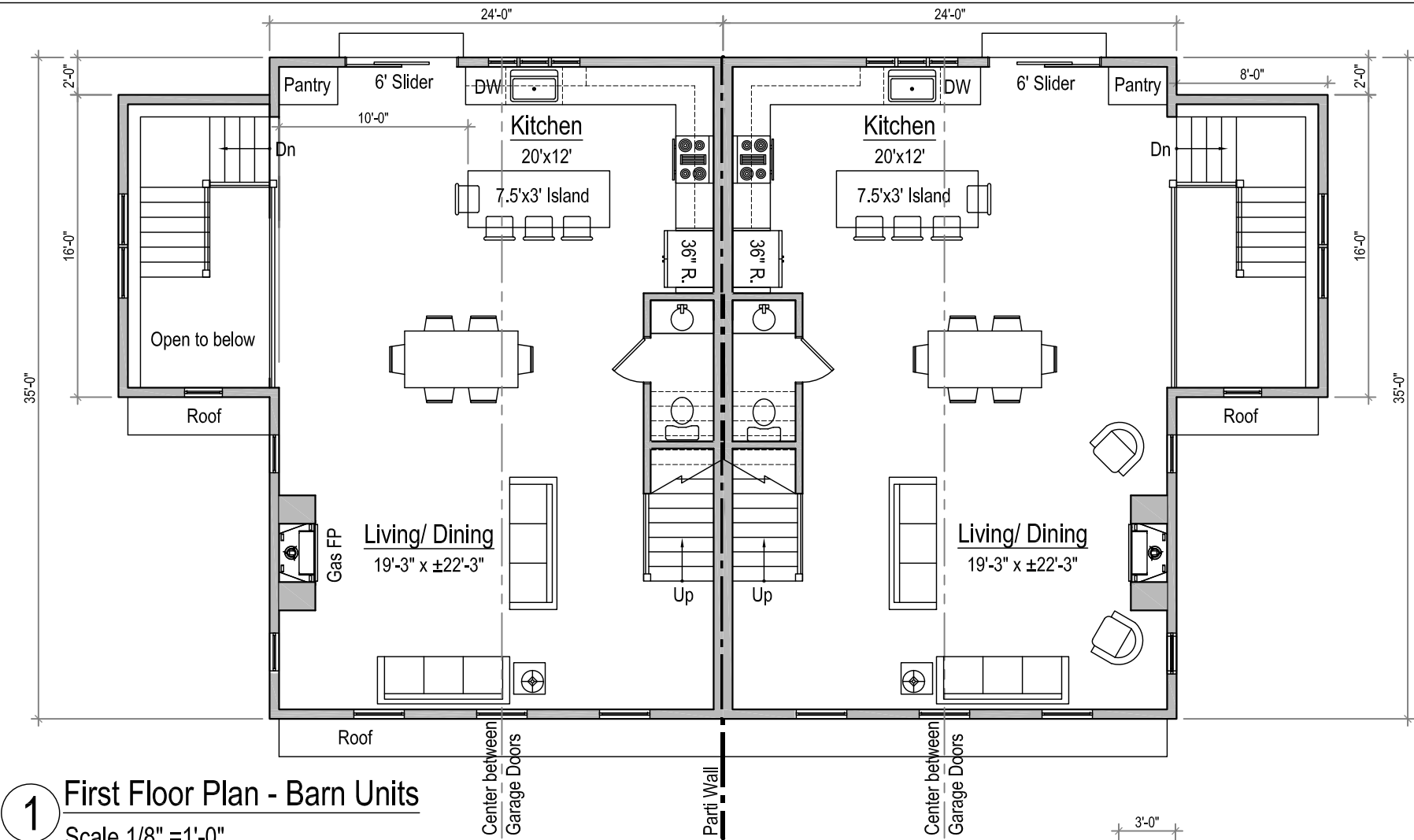
Unit Separation Line



Floor Area - Barn Units

Garage/ Stor.	701 sf
Fin. Basement	267 sf
First Floor	952 sf
Second Floor	613 sf
Total Living Area	1,832 sf*

* Each Unit



1 First Floor Plan - Barn Units
Scale 1/8" = 1'-0"

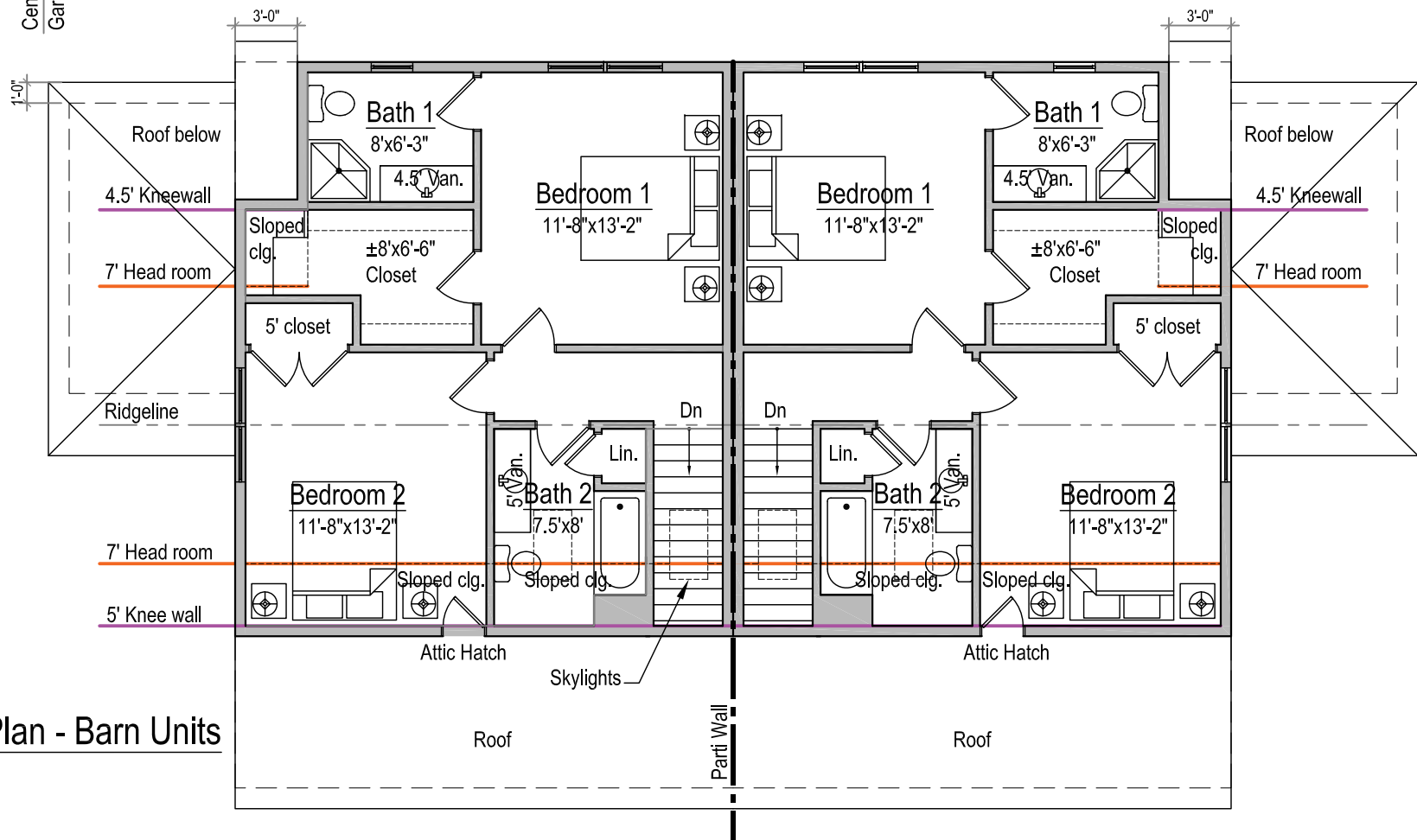
Floor Plan Legend

Stud Wall

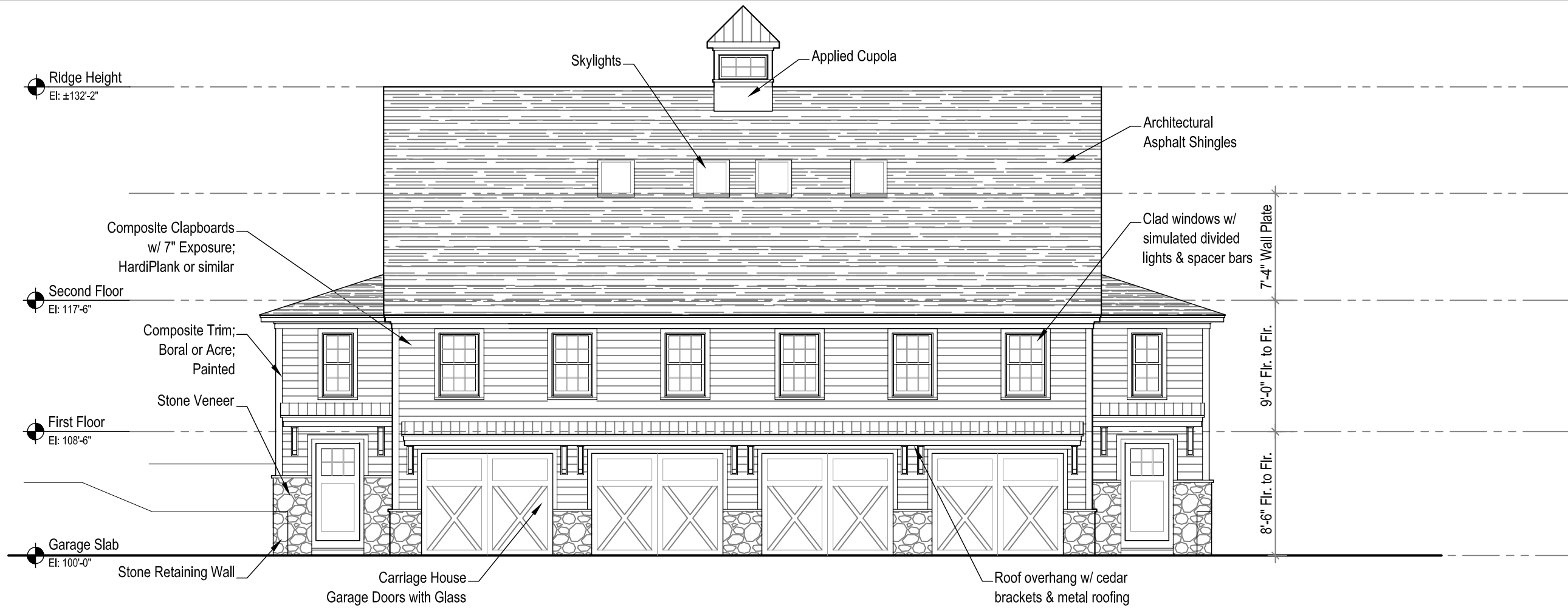
Unit Separation Line

Floor Area - Barn Units	
Garage/ Stor.	701 sf
Fin. Basement	267 sf
First Floor	952 sf
Second Floor	613 sf
Total Living Area	1,832 sf*

* Each Unit

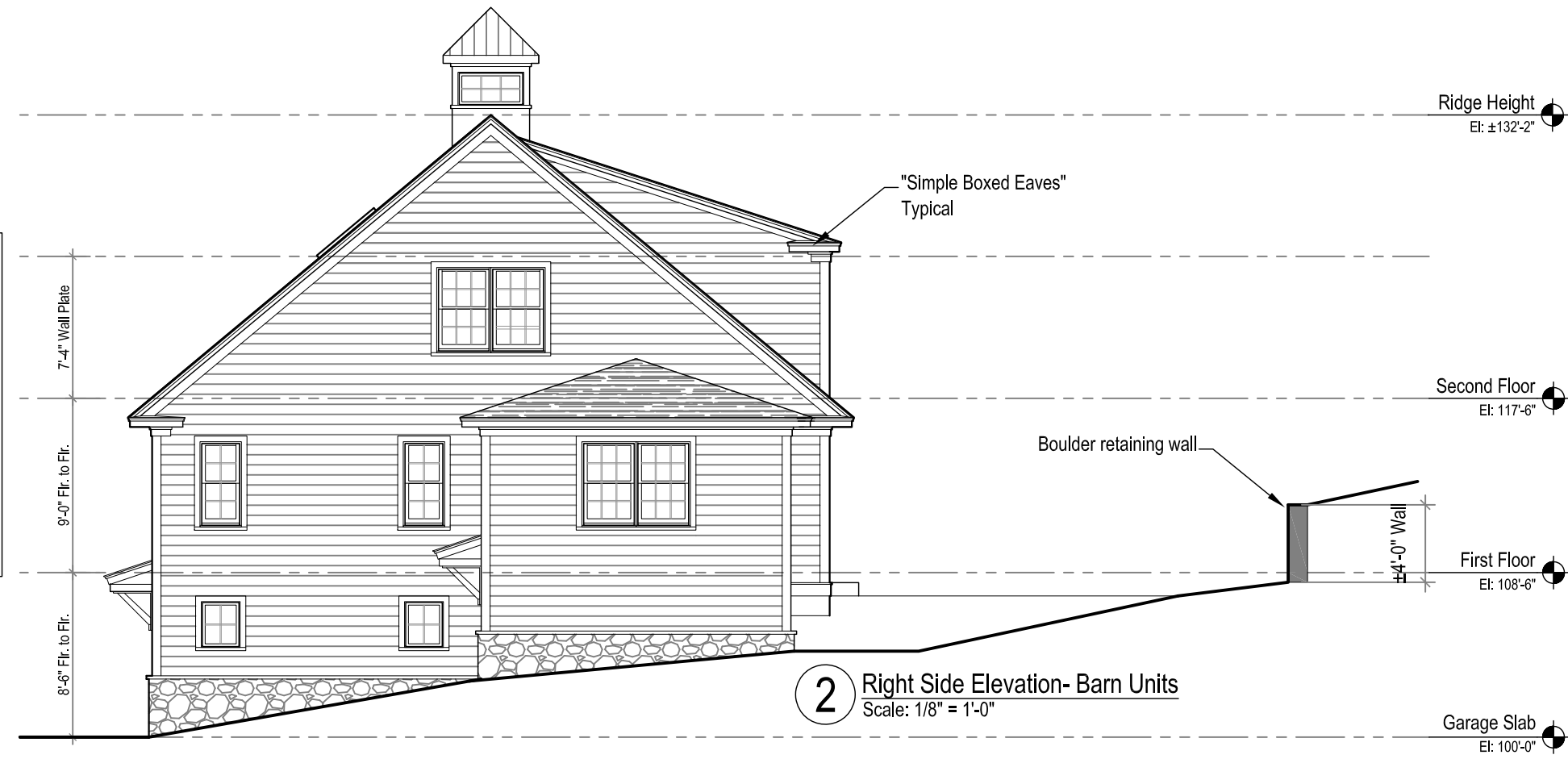


2 Second Floor Plan - Barn Units
Scale 1/8" = 1'-0"



1 Front Elevation- Barn Units
Scale: 1/8" = 1'-0"

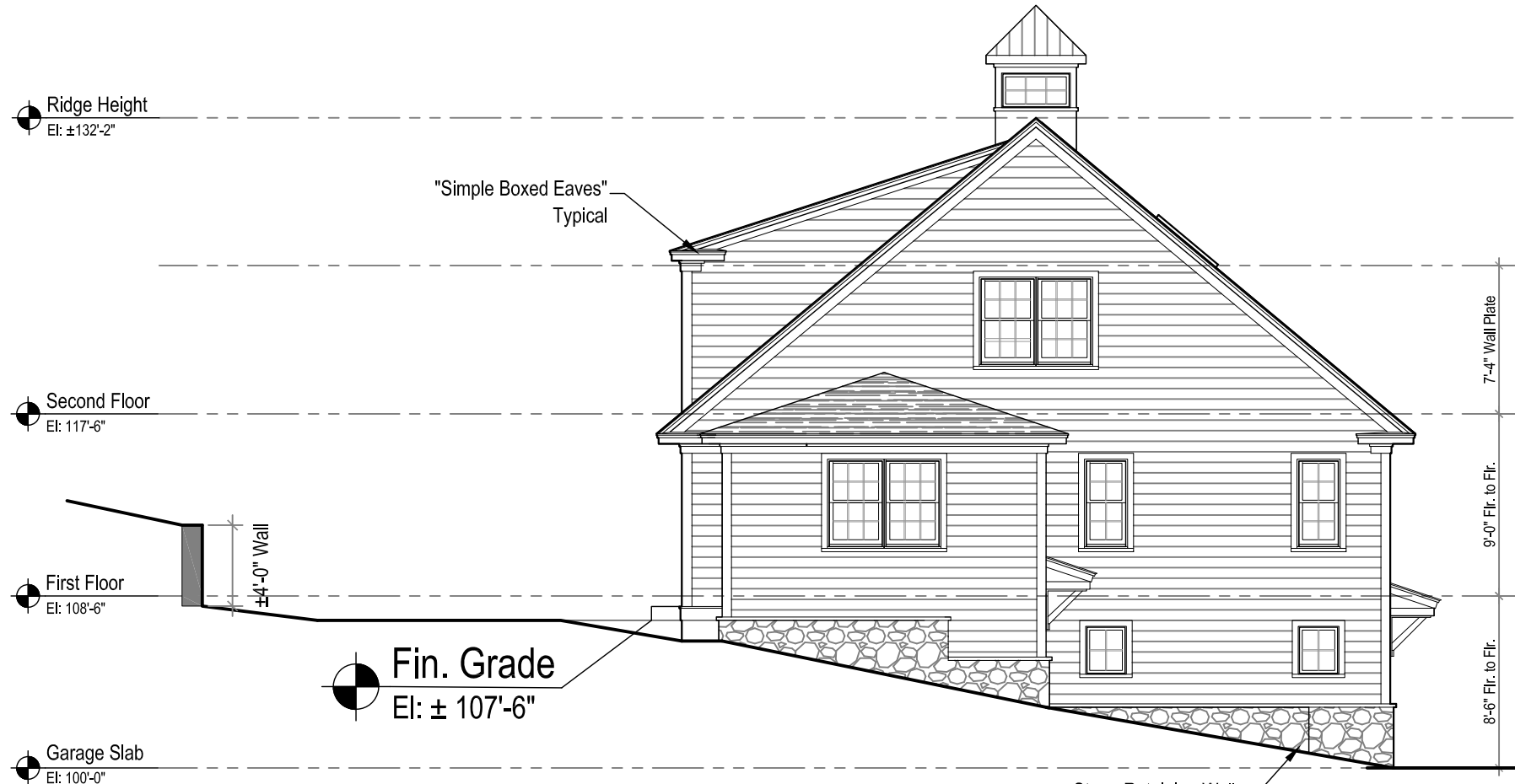
- Elevation General Materials List (Barn Units):
- Roofing: Asphalt shingles
 - Siding: Hardie plank siding with 7" exposure
 - Windows: Andersen vinyl clad wood double hung window with 6/6 SDL
 - Trim Boards: Acre composite board, painted
 - Roof Edges: Acre composite board, painted
 - Window and Door Casings: Acre composite board, painted
 - Wood Shutters: Painted



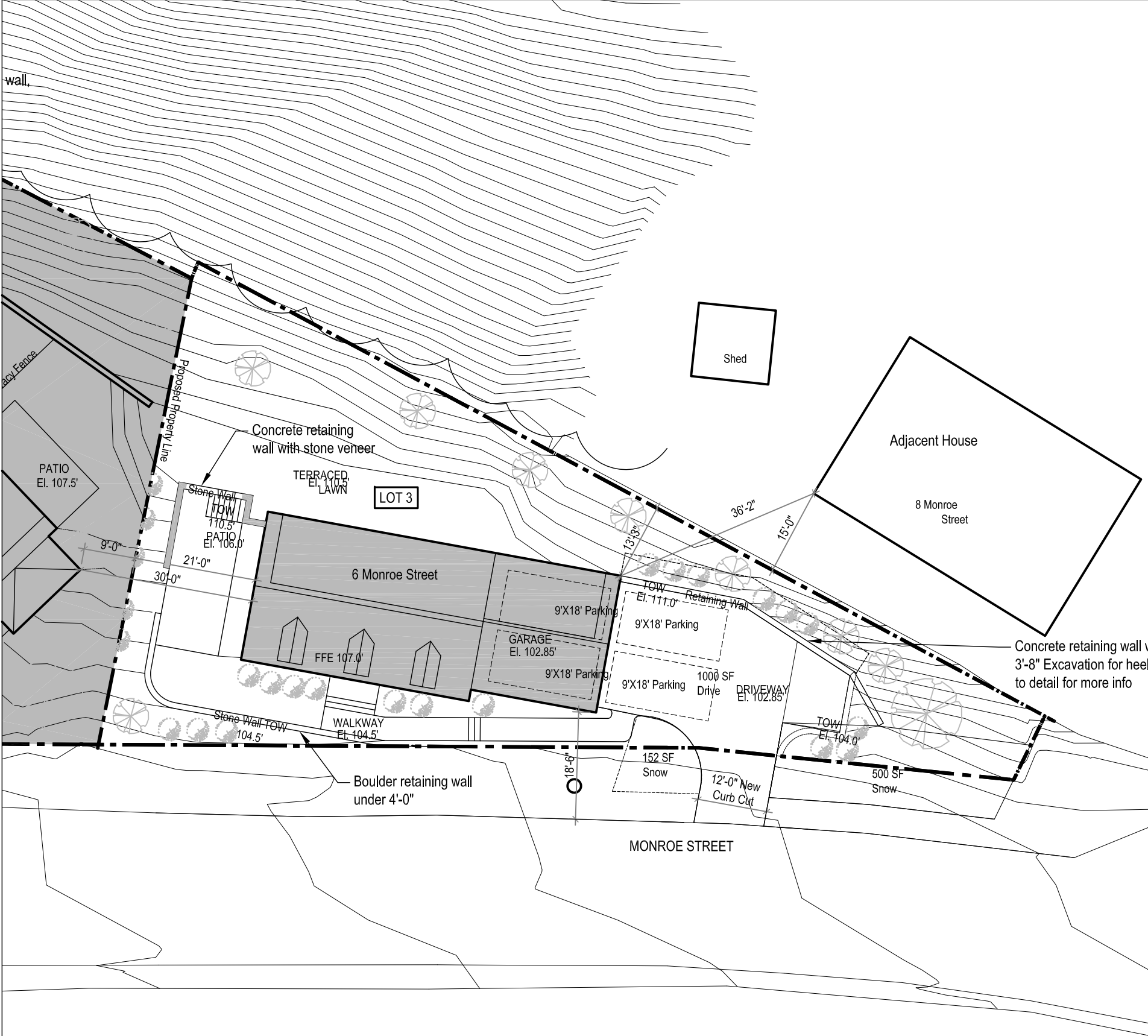
2 Right Side Elevation- Barn Units
Scale: 1/8" = 1'-0"



1 Rear Elevation- Barn Units
Scale: 1/8" = 1'-0"



2 Left Side Elevation- Barn Units
Scale: 1/8" = 1'-0"



② Monroe House View 1



③ Monroe House View 2

① Monroe House Site Plan
Scale 1" = 20'-0"

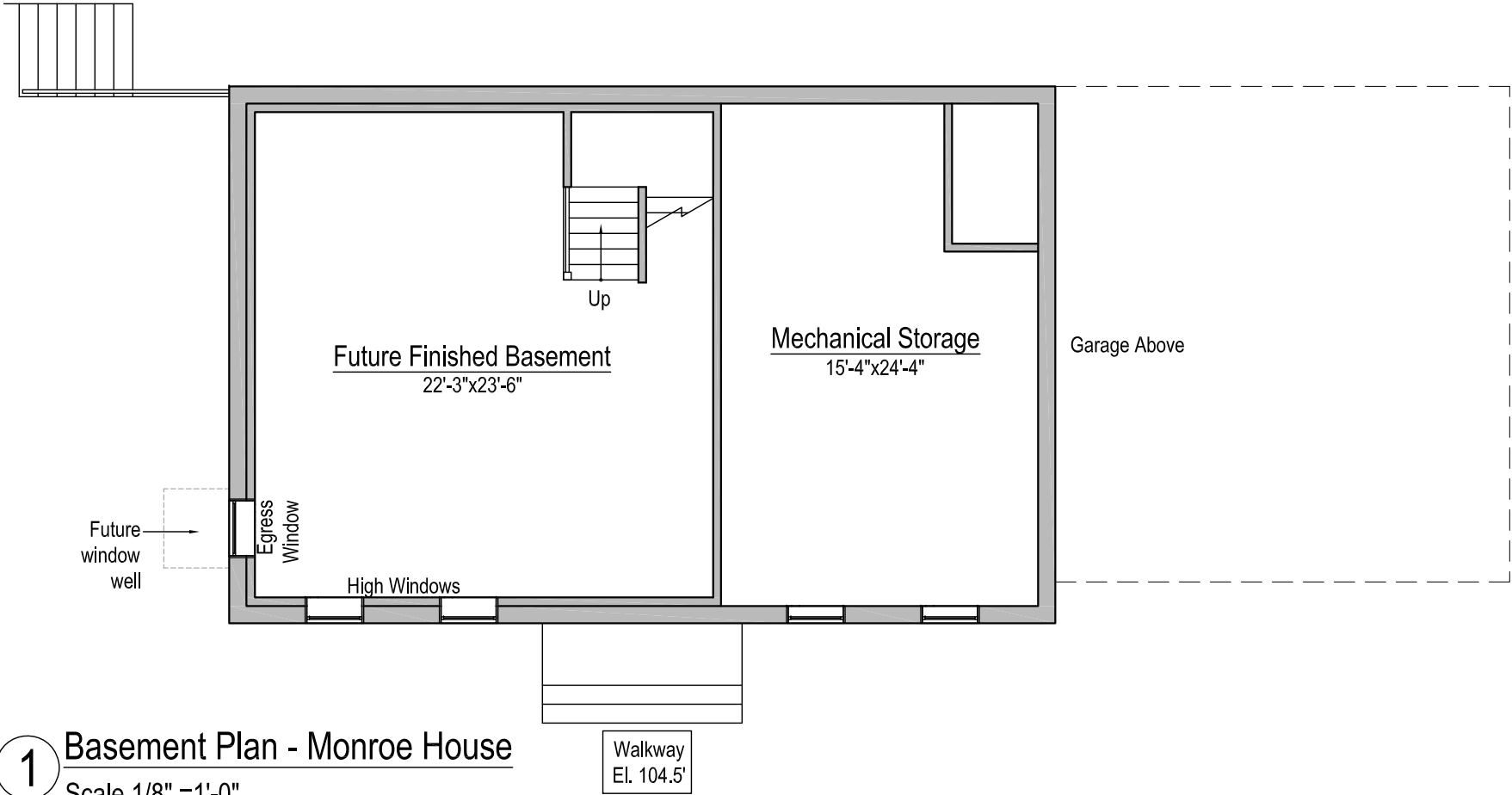


Proposed
Rivers Edge Historic Restoration Project
201 Elm Street, Amesbury, MA

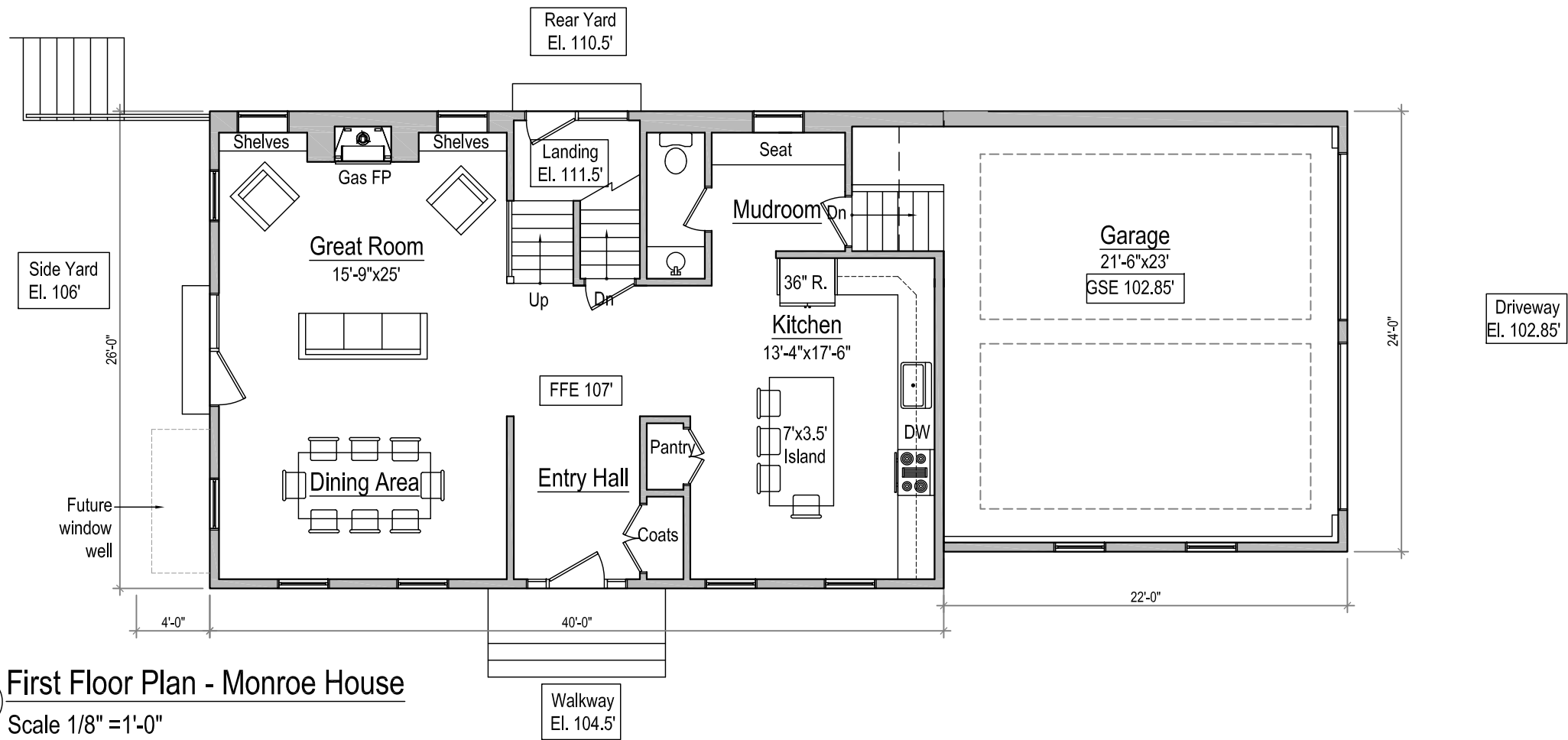
**Monroe House
Site and Renders**
Date: April 14, 2025
Scale: As Noted

Drawing Number
**LOT 3
A1**
© 2025 by Savoie Nolan Architects LLC

Floor Area - GFA	
Garage	487 sf
First Floor	915 sf
Second Floor	1,279 sf
Total Living Area	2,194 sf

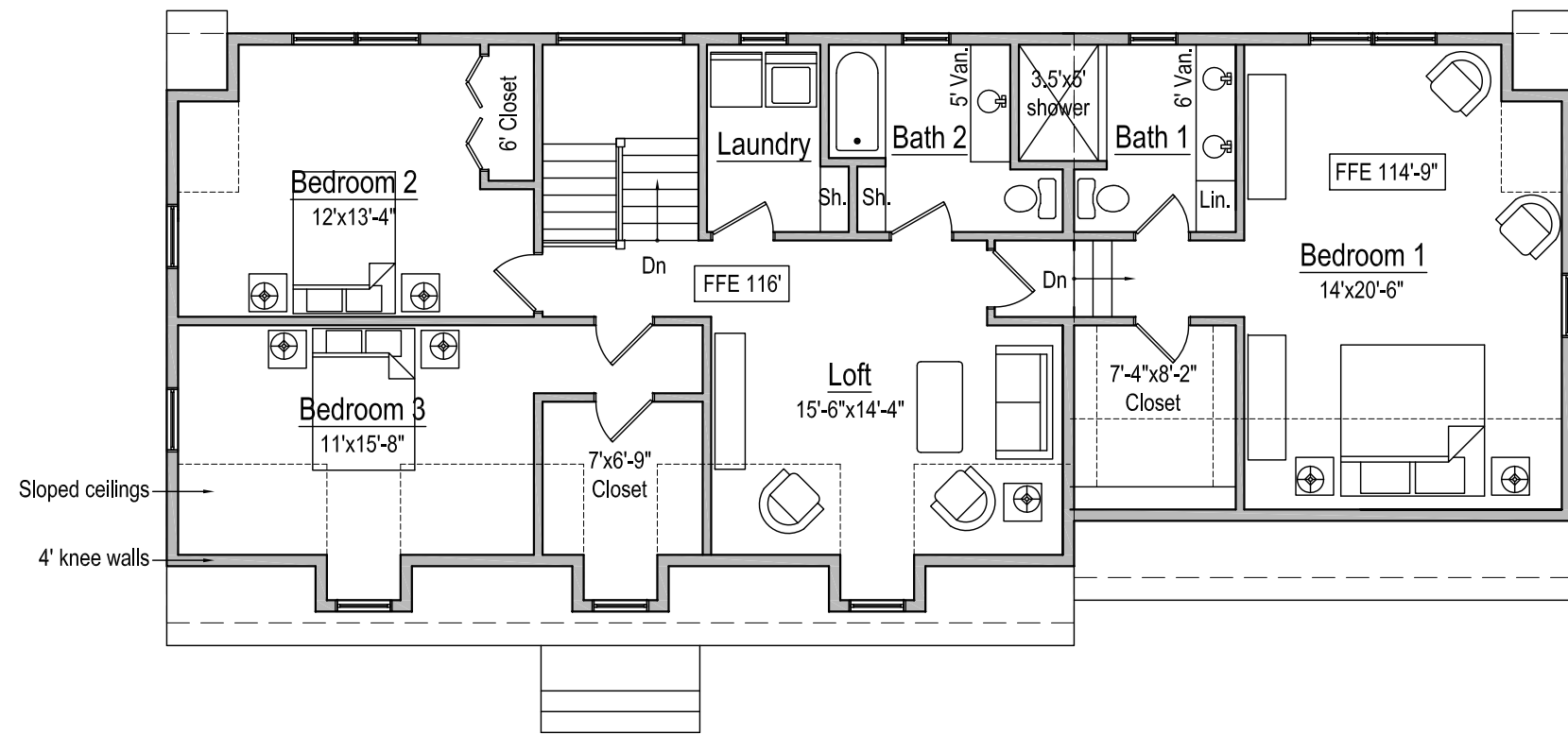


1 **Basement Plan - Monroe House**
Scale 1/8" = 1'-0"

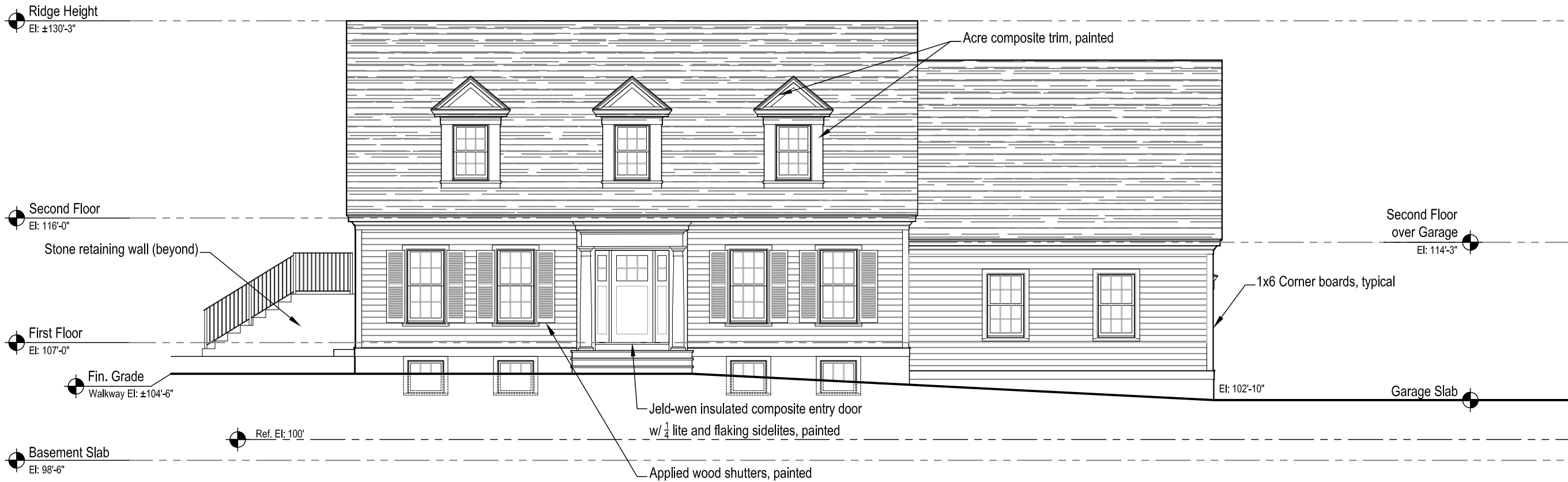


1 First Floor Plan - Monroe House
Scale 1/8" = 1'-0"

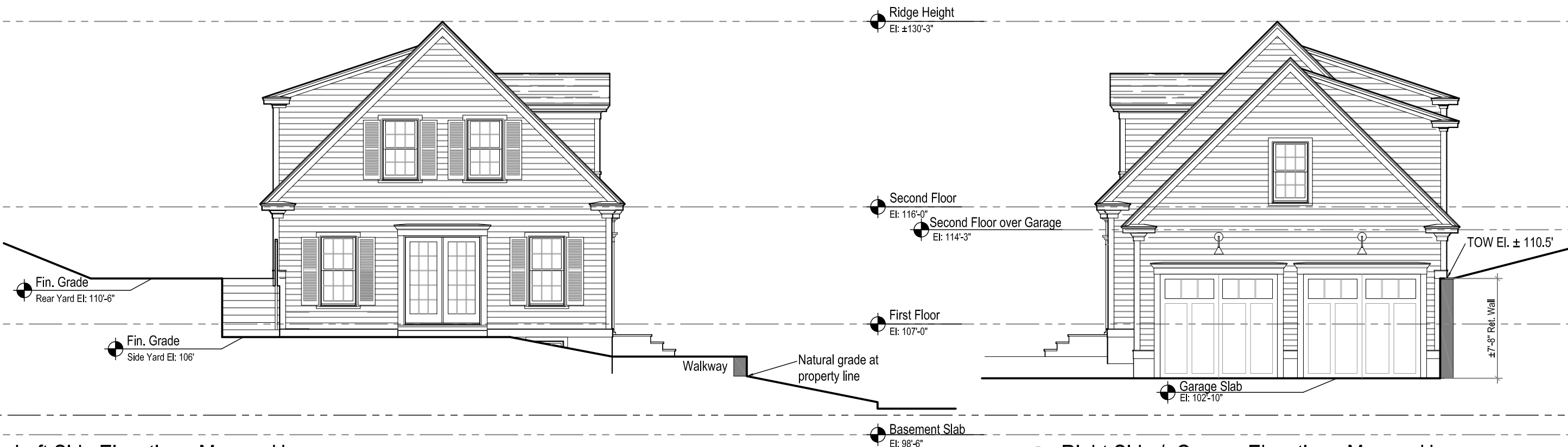
Floor Area - GFA	
Garage	487 sf
First Floor	915 sf
Second Floor	1,279 sf
Total Living Area	2,194 sf



2 Second Floor Plan - Monroe House
Scale 1/8" = 1'-0"



1 Front Elevation - Monroe House
Scale 1/8" = 1'-0"



2 Left Side Elevation - Monroe House
Scale 1/8" = 1'-0"

3 Right Side / Garage Elevation - Monroe House
Scale 1/8" = 1'-0"

savoie nolan

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Proposed

Rivers Edge Historic Restoration Project

201 Elm Street, Amesbury, MA

Monroe House Elevations

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

Date: April 14, 2025

Drawing Number

LOT 3

A4

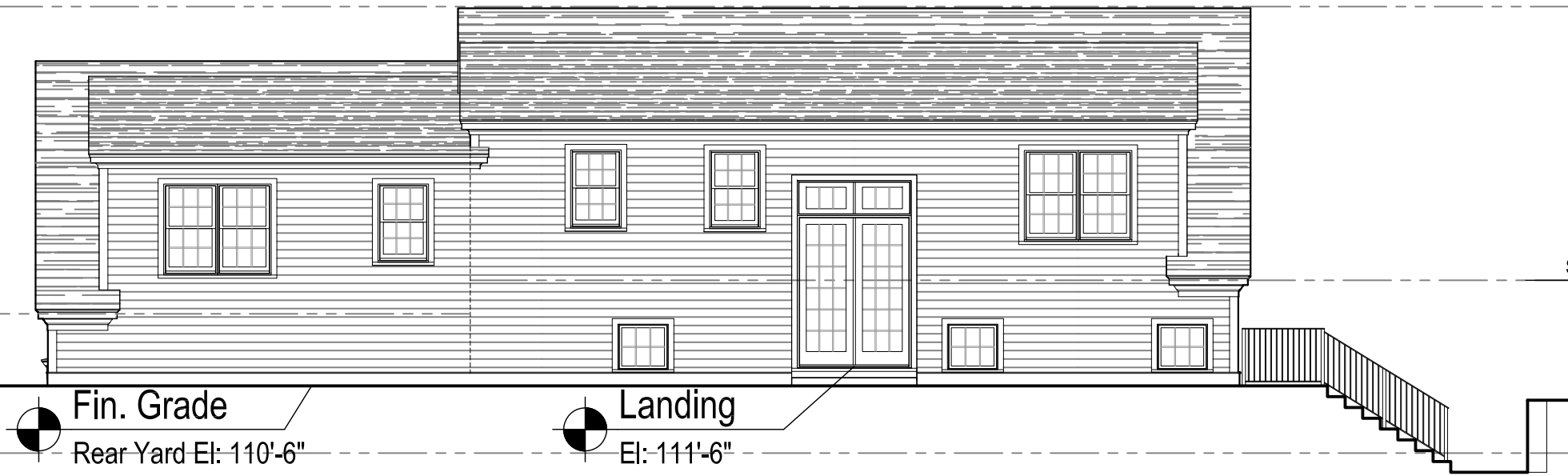
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Ridge Height
El: ±130'-3"

Second Floor
El: 116'-0"

First Floor
El: 107'-0"

Basement Slab
El: 98'-6"



Fin. Grade
Rear Yard El: 110'-6"

Landing
El: 111'-6"

Ref. El: 100'

Second Floor
El: 116'-0"

1 Rear Elevation - Monroe House Scale 1/8" = 1'-0"

Elevation General Materials List (Monroe House):

- Roofing: Asphalt shingles
- Siding: Hardie plank siding with 5" exposure
- Windows: Andersen vinyl clad wood double hung window with 6/6 SDL
- Trim Boards: Acre composite board, painted
- Roof Edges: Acre composite board, painted
- Window and Door Casings: Acre composite board, painted
- Wood Shutters: Painted

2 Retaining Wall @ Monroe House Scale: 1/2" = 1'-0"

