

**PRESERVATION RESTRICTION AGREEMENT**

between the  
**CITY OF SOMERVILLE, MASSACHUSETTS**  
and  
**CSHD 3, INC.**

**THIS PRESERVATION RESTRICTION** (this “Restriction”), is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between CSHD 3, Inc. (“Grantor”), 231 Somerville Avenue, Somerville, MA 02143, and the City of Somerville acting by and through its Historic Preservation Commission (“Grantee”), a governmental body in the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, MA 02143.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located at 181 Broadway, in the City of Somerville, Middlesex County, Massachusetts (hereinafter referred to as the “Property”), being that property conveyed by CASCAP, Inc. in a deed dated September 13, 1995 and recorded on September 28, 1995 with the Middlesex South Registry of Deeds, Book 25689, Page 343, more particularly described in the Legal Description (Exhibit A), attached hereto and incorporated herein by this reference; shown as Lot #13 on a plan entitled Plan of Land in Somerville, MA prepared for CASCAP. 1” = 10’, September 1, 1995, and recorded as Plan No. 724 of 1995 with the Middlesex South Registry of Deeds (the “1995 CASCAP Plan”) (Exhibit B), attached hereto and incorporated herein by this reference; and shown on an Assessor Parcel Map for Parcel 77-0-13 (Exhibit C), attached hereto and incorporated herein by this reference, said Property including the following building (hereinafter referred to as the “Building”):

This former single-family house, built ca. 1888, is a good example of the Queen Anne style. The Queen Anne style, popular from ca. 1880-1910, employed different roof shapes and bays, and a variety of siding materials and patterns to create a picturesque effect. This 2 ½-story building has a very complicated form. The main block has a tall, hipped roof. A 2 ½-story, gable-front bay extends from the right side of the front (southwest) elevation, off of which a second, smaller two-story bay with flat roof extends at an angle. A two-story, hexagonal bay, also with flat roof, extends from the left side of the front elevation. A one-story, gable-front entrance porch is sandwiched between these two bays. The building’s envelope is further enlivened by two-window shed-roofed dormers on the front, left (northwest) side and rear (northeast) elevations of the hip roof, and there is a one-story hexagonal bay on the left side elevation. The rear ell consists of a two-story component with a very low-pitched gable roof, and two one-story ells with flat roofs added in 1996, along with an open deck extending from the rear one-story ell.

The main block of the building rests on a raised, red brick foundation, and the rear ell rests on a raised concrete foundation. The side and rear elevations and the rear ell are all clad in wood clapboard. The front elevation is clad in a combination of wood clapboards and sawtooth and scallop-patterned wood shingles. A beltcourse divides the first and second stories. The roof is clad in slate shingles (as are the cheek walls of the dormers), and the roof has a projecting molded box cornice with narrow frieze boards below. Two tall, corbelled red brick chimneys rise from the main hip roof.

Almost all of the windows are modern 1/1 double-hung replacements. The front elevation also has some smaller window openings, also with replacement 1/1 sash. The original windows almost certainly had more complicated muntin patterns. The windows are set in

flat frames with projecting sills. The beltcourse described above also serves as the lintel for the first story window surrounds. The frieze boards of the roof cornice serve as the lintel for many of the second story windows. The window surround of the paired windows on the angled two-story bay have a pedimented lintel with raised scroll work. Possibly the only surviving original window is a small stained glass window on the right (southeast) elevation.

The raised front entrance is located within the gable-front entrance porch. It accessed by modern cement stairs with wrought iron railings. The paired wood entrance doors each have small molded panels below large lites. The off-centered doors are set in a flat surround. There is a second entrance, added in 1996, located on the southeast elevation of the one-story rear ell. This entrance is accessed by a modern wood stairway. There is also a handicap access lift. The door is a replacement full-lite door set in a narrow molded surround.

WHEREAS, the Building and Property are included in the Inventory of Historic and Archaeological Assets of the Commonwealth, are historically significant for their architecture, associations and/or archaeology, and qualify for the protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31, 32 and 33 (hereinafter “the Act”);

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

WHEREAS, the Building’s and Property’s Preservation Values are documented with the following;

Legal Property Description (Exhibit A);

1995 CASCAP Plan (Exhibit B);

Somerville Assessor Map (Exhibit C);

Massachusetts Historical Commission Inventory Building Form prepared in January, 2021 by Eric Dray (Exhibit D), attached hereto and incorporated herein by this reference,

Seven (7) photographs taken by Eric Dray in January, 2021 (Exhibit E), attached hereto and incorporated herein by this reference. Archival prints of these photographs will be stored by the Grantee at Somerville City Hall, Historical Commission files;

Exhibits A, B, C, D, and E, all attached hereto and incorporated herein by this reference, are hereinafter referred to as the “Baseline Documentation,” which Baseline Documentation Grantor and Grantee agree provides an accurate representation of the Building as of the effective date of this Preservation Restriction Agreement;

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

WHEREAS, the City of Somerville City Council appropriated a grant of \$125,000 in Community Preservation Act funds (the "Grant") in a meeting convened on February 11, 2021, Agenda item #211201, for the rehabilitation of the Building;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction (the "Restriction") in gross in perpetuity over the exterior of the Building and Property pursuant to the Act.

NOW, THEREFORE, for other good and valuable consideration, Grantor does hereby irrevocably grant and convey unto the Grantee this Restriction in gross in perpetuity over the exterior features of the Building and Property.

1. Purpose. It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building, as described and documented in the Baseline Documentation, will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the Building or Property that will significantly impair or interfere with the Preservation Values of the Building or Property (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Building include, but are not limited to, the architectural features, materials, appearance, and workmanship of the Building.

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times and to the best of its ability to maintain the Building and Property in sound structural condition and good state of repair in accordance with the terms of this paragraph (allowing for historically-accurate restoration that may be made from time to time). It is the Grantor's intent that the exterior of the Building be maintained in a physical appearance and composition that is as close to its current appearance and composition as is reasonably possible. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building in sound structural condition and a good state of repair. Subject to the casualty provisions of Paragraphs 7 and 8, this obligation to maintain shall require repair, restoration, replacement, rebuilding, and reconstruction of the Building whenever necessary 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 C.F.R. 67 and 68), as these may be amended from time to time (the "Secretary's Standards"), and in accordance with the Restriction Guidelines in Exhibit F which are attached hereto and incorporated herein by this reference.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Building, except as otherwise conditioned in this paragraph:

- (a) the Building (or any portion thereof) shall not be demolished, removed, moved or razed except as provided in Paragraphs 7 and 8; and
- (b) no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to any utility easements already recorded.

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including the alteration, partial removal,

construction, remodeling, or other physical or structural change, or any change in material or color or any change to the footprint, size, mass, ridgeline, and rooflines of the Building, and including removal, replacement or alteration of any character-defining features, such as doors and surrounds and cornice trim. Activities by Grantor to maintain the exterior of the Building and Property which are intended to be performed in accordance with the provisions of Paragraph 2.1, and which are of a minor nature, shall not require the prior approval of the Grantee. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit F).

3.2 Review of Grantor's Requests for Approval. Where Grantee's permission is required under Paragraph 3.1, Grantor shall submit to the Grantee 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 Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan or written request for approval hereunder, the Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee 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 Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provision of this section relating to deemed approval following the passage of time, provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

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

4. Standards for Review. In exercising any authority created by the Restriction to inspect the Building; to review any construction, repair, restoration, alteration, reconstruction or construction; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Grantee shall apply the Secretary's Standards and the Restriction Guidelines in Exhibit F.

5. Public Access. There is no public access requirement.

6. Grantor's Reserved Rights. Subject to the provisions of Paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Building are permitted by this Restriction and by the Grantee without further approval by the Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the Preservation Values of the Building; and (iii) are not inconsistent with the Purpose of this Restriction;
- (b) pursuant to the provisions of Paragraph 2.1, the right to maintain and repair the exterior of the Building strictly according to the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of

the Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraphs 3.1 and 3.2;

- (c) subject to prior review and approval by Grantor, under the terms and conditions of paragraphs 3.1 and 3.2 herein, which approval shall not be unreasonably withheld, the right to new construction on the Property not attached to the Building, and not blocking the view of the Building from public ways, subject to all applicable licenses, permits, and approvals, provided in addition that any new construction shall meet the Secretary's Standards; and
- (d) the right to provide and maintain a plaque on the Property giving notice of the historical significance of the Building, subject to Grantee's reasonable approval.

7. Casualty Damage or Destruction. In the event that the Building shall be materially damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the Grantee 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 to or reconstruction of the exterior of any type, other than emergency work to prevent further damage to the structural integrity of the Building or the exterior of the Building, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within seventy-five (75) days of the date of damage or destruction, if required by the Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following:

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

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties 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 9, Grantor and the Grantee 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, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. In the event that the Building is razed or removed with the approval of the Grantee, Grantor and Grantee may seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 22 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee 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.

9. Insurance. Grantor shall keep the Building insured by an insurance company rated "A-" or better by Best's, or is current-day equivalent, as the case may be, 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 annually and within ten (10) business days of any additional written request by the Grantee, certificates of such insurance coverage. Upon presentation of evidence by the Grantee that the insured value is less than the actual replacement value, then the Grantor shall purchase additional insurance sufficient to cover the actual replacement value. In the event that such a presentation has been made that the insurance is insufficient, the Grantor shall pay for the Grantee's cost in procuring such evidence. 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.

10. Hold Harmless. Grantor hereby agrees to protect, hold harmless, and defend 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 reasonable 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 Building and 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 and the Property; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors.

11. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, registered or certified mail with return receipt requested, or hand delivered as follows:

To Grantor: CSHD 3, Inc.  
231 Somerville Avenue  
Somerville, MA 02143

To Grantee: City of Somerville by and through  
Somerville Historic Preservation Commission  
Somerville City Hall  
93 Highland Avenue  
Somerville, MA 02143

or to such address as any of the above parties shall designate from time to time by written notice to the other. In the event no current address is known or can be reasonably obtained for the party to which notice is intended to be given, then the party giving notice shall publish such notice in a newspaper of general circulation covering on at least a weekly basis the City of Somerville, or its modern-day functional equivalent.

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

13. Inspection. Upon reasonable prior notice to Grantor, there is hereby granted to Grantee and its representatives the right to enter on the Property to inspect the Building, and to enter, including the interior of the Building, at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with this Preservation Restriction Agreement. Grantee shall inspect the Building a minimum of one time per year.

14. Grantee's Remedies The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Building to its condition prior to the time of the injury complained of (it being agreed that Grantee shall have no remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantee; provided, however, prior to commencement of any legal proceedings the Grantee shall first send a written notice of its intention to pursue legal action with a statement of the factual and legal basis of such claim and within thirty (30) days of receipt of such notice by the Grantor both parties shall enter in good faith into mediation with a mutually agreeable neutral third-party trained in resolving disputes. The expense of mediation shall be split evenly between the parties.

Provided that a violation of this Agreement is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Agreement or in taking reasonable measures to remedy or abate any violation thereof. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Building and the Property, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Agreement shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Building and the Property. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

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

16. 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.

17. Runs with the Land. Except as provided in Paragraphs 8 and 22, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. 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, an owner of the Property shall have no obligation pursuant to this instrument where such owner 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 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.

18. Assignment. In the event that Grantee shall cease to function in its present capacity, 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 organization that is a charitable corporation or trust qualified under the Act to hold a preservation restriction, 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.

19. Repayment. At such time as the property is transferred, in whole or in part, to an entity unaffiliated with the recipient or at such time as this restriction is no longer in effect (a "Determining Event"), then upon such Determining Event, the sum to be repaid to the Grantee shall be (*the following is one version, this may be altered if needed or desired*):

- (a) fifty (50%) of the total Grant, if the Determining Event occurs on or before the tenth anniversary of the Effective Date;
- (b) twenty-five (25%) of the total Grant; if between the tenth anniversary and the twenty-fifth anniversary of the Effective Date;
- (c) ten (10%) of the total Grant; if between the twenty-fifth anniversary and the fiftieth anniversary of the Effective Date;
- (d) zero (0%) of the total Grant; if after the fiftieth anniversary of the Effective Date.

Should the Grantee's Community Preservation Fund no longer exist for any reason, such as the Grantor having opted out of Chapter 44B, the proceeds shall be used in a manner consistent with the preservation purpose set forth herein as a continuing trust.

20. Alternate Designee. Grantee may, at its discretion, remove and replace 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.

21. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the Middlesex South Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the Middlesex South Registry of Deeds.

22. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Building or the Property may make impossible the continued ownership or use of the Building or 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 and the Laws of the Commonwealth for extinguishment, including approvals by the City of Somerville and the Massachusetts Historical



Commission following public hearings to determine that such extinguishment is in the public interest.

23. 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 in the manner as set forth in Paragraph 19.

24. Insertion in Subsequent Instruments

Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Property. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this paragraph 24 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.

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 Building or 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 herein contained.
- (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 agreement of the parties.
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this 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 agreement either in existence now or at any time subsequent hereto.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.
- (e) The invalidity or unenforceability of any provision of this Restriction shall not affect the validity or enforceability of any other provision of this Restriction.

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 Building 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 Middlesex South 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. Prior Liens.

Grantor represents and warrants to the Grantee that the Property is not subject to any mortgages, liens, or leases prior in the right to this Restriction other than the following:

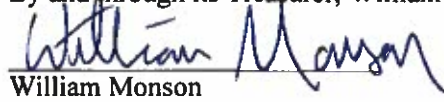
- a. Mortgage granted to Grantor by the United States of America acting by and through the Secretary of Housing and Urban Development, recorded on September 28, 1995 with Middlesex South Registry of Deeds in Book 25689, Page 348.
- b. Mortgage granted to Grantor by the City of Somerville acting by and through its Office of Housing and Community Development, recorded on September 28, 1995 with Middlesex South Registry of Deeds in Book 25689, Page 366.
- c. Mortgage granted to Grantor by the Community Economic Development Assistance Corporation, recorded on September 28, 1995 with Middlesex South Registry of Deeds in Book 25689, Page 379.

The Mortgagees of the above-stated mortgages have subordinated their mortgages to this Preservation Restriction Agreement with their Assents attached hereto and recorded herewith as Exhibit G. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Restriction Agreement.

TO HAVE AND TO HOLD, the said Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.


GRANTOR: CSHD 3, Inc.  
By and through its Treasurer, William Monson

  
William Monson

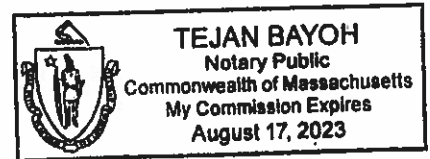
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this 25<sup>th</sup> day of January, 2022, before me, the undersigned notary public, personally appeared William Monson provided to me through satisfactory evidence of identification which was MASL to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that William Monson signed it voluntarily for its stated purpose, as Treasurer of CSHD 3, Inc.

  
Notary Public  
My commission expires:

(seal)



**APPROVAL AND ACCEPTANCE BY CITY OF SOMERVILLE**

On \_\_\_\_\_, 2022, the Somerville City Council, by majority vote, voted to Approve and Accept this Agreement.

\_\_\_\_\_  
Matthew McLaughlin, President, Ward 1 Councilor

\_\_\_\_\_  
Ben Ewen-Campen, Vice-President, Ward 3 Councilor

\_\_\_\_\_  
Kristen Strezo, At-Large

\_\_\_\_\_  
Willie Burnley, Jr., At-Large

\_\_\_\_\_  
Charlotte Kelly, At-Large

\_\_\_\_\_  
Jake Wilson, At-Large

\_\_\_\_\_  
Jefferson Thomas Scott, Ward 2

\_\_\_\_\_  
Jesse Clingan, Ward 4

\_\_\_\_\_  
Beatriz Gomez Mouakad, Ward 5

\_\_\_\_\_  
Lance Davis, Ward 6

\_\_\_\_\_  
Judy Pineda Neufeld, Ward 7

\_\_\_\_\_  
Katjana Ballantyne, Mayor

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Matthew McLaughlin, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Matthew McLaughlin signed it voluntarily for its stated purpose as Ward 1 Councilor and City Council President, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Ben Ewan-Campen, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Ben Ewan-Campen signed it voluntarily for its stated purpose as Ward 3 Councilor and City Council Vice-President, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Kristen Strezo, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Kristen Strezo signed it voluntarily for its stated purpose as an At-Large City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Willie Burnley, Jr., provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Willie Burnley, Jr. signed it voluntarily for its stated purpose as an At-Large City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Charlotte Kelly, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Charlotte Kelly signed it voluntarily for its stated purpose as an At-Large City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Jake Wilson, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Jake Wilson signed it voluntarily for its stated purpose as an At-Large City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Jefferson Thomas Scott, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Jefferson Thomas Scott signed it voluntarily for its stated purpose as Ward 2 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Jesse Clingan, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Jesse Clingan signed it voluntarily for its stated purpose as Ward 4 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Beatriz Gomez Mouakad, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Beatriz Gomez Mouakad signed it voluntarily for its stated purpose as Ward 5 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Lance Davis, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Lance Davis signed it voluntarily for its stated purpose as Ward 6 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Judy Pineda Neufeld, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Judy Pineda Neufeld signed it voluntarily for its stated purpose as Ward 7 Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Katjana Ballantyne, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Katjana Ballantyne signed it voluntarily for its stated purpose, as Mayor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)



**ACCEPTANCE BY SOMERVILLE HISTORIC PRESERVATION COMMISSION**

On \_\_\_\_\_, 2022 the Somerville Historic Preservation Commission, by majority vote, voted to Accept this Agreement.

Historic Preservation Commission:

\_\_\_\_\_  
Eric Parkes, Chairman, duly authorized

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Eric Parkes, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Eric Parkes signed it voluntarily for its stated purpose, as Chairman, City of Somerville Historic Preservation Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**

**COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction to the City of Somerville, acting by and through its Somerville Historic Preservation Commission (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to MGL, Chapter 184, Section 32.

By: \_\_\_\_\_  
Brona Simon, Executive Director and Clerk

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Brona Simon signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The land, with subsequent improvements thereon, in Somerville, Massachusetts described in a deed dated September 13, 1995 and recorded on September 28, 1995 with the Middlesex South Registry of Deeds, Book 25689, Page 343, bounded as follows:

A parcel of land with buildings thereon, known and numbered 181 Broadway, Somerville, Massachusetts, located on the north side of Garfield Avenue and the east side of Broadway, beginning at a point at the intersection of Garfield Avenue and Broadway, running

N 53° - 31' - 39" W 47.51' along the east sideline of Broadway to a point marked with a drill hole, at land of Trodella, thence

N 37° - 59' - 46" E 101.21' along land of Trodella to a point at land of CASCAP and shown as Lot #12 on the plan referenced hereafter, thence

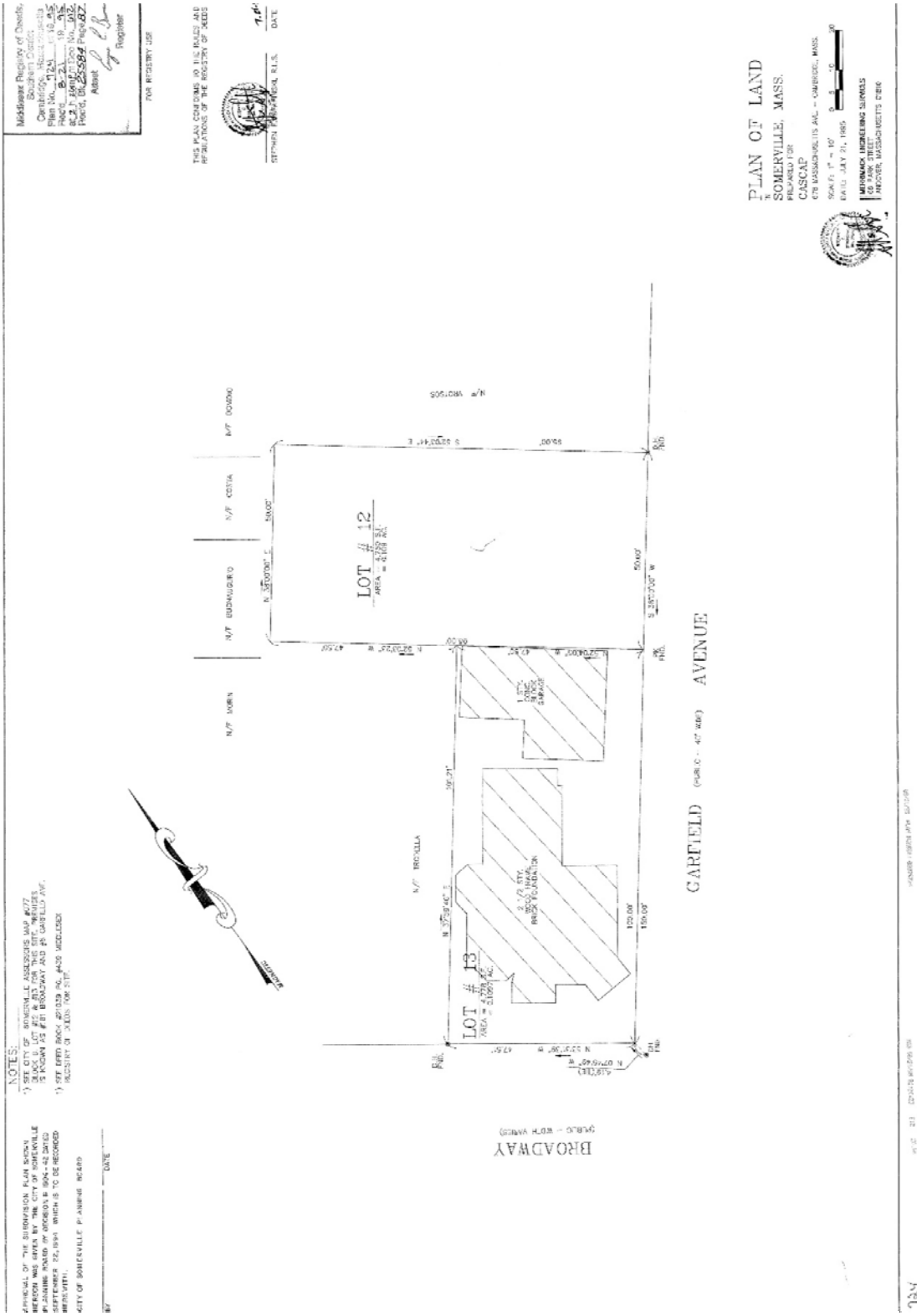
S 52° - 04' - 05" E 47.50' along said Lot #12 to a point on the north sideline of Garfield Avenue marked by a P.K. nail, hence

S 38° - 00' - 00" W 100.00' along the northerly sideline of Garfield Avenue to a point located 4.19' northeast of a drill hole, said point marking the intersection of Garfield Avenue with Broadway, said point being the point of beginning.

Said parcel contains 4,778 square feet land area and is shown as Lot #13 on a plan entitled Plan of Land in Somerville, MA prepared for CASCAP. 1" - 10', September 1, 1995, by Merrimack Engineering Services, 66 Park Street, Andover, MA 01810 and recorded as Plan No. 724 of 1995 with the Middlesex South Registry of Deeds.

# EXHIBIT B

Lot #13 on Plan of Land in Somerville, MA prepared for CASCAP. 1" = 10', September 1, 1995, by Merrimack Engineering Services, 66 Park Street, Andover, MA 01810 and recorded as Plan No. 724 of 1995 with the Middlesex South Registry of Deeds



# EXHIBIT C Assessor Map



**EXHIBIT D**  
**MHC Building Form, prepared by Eric Dray, January, 2021**

**FORM B – BUILDING**

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

Assessor's Number	USGS Quad	Area(s)	Form Number
77-0-13	Boston North		SMV.1468

**Town/City:** Somerville  
**Place:** (*neighborhood or village*): East Somerville

**Photograph**



**Address:** 181 Broadway  
**Historic Name:** Litchfield, Joseph and Abbie House  
**Uses: Present:** Residential (single-family)  
**Original:** Residential (multi-family)  
**Date of Construction:** ca. 1888  
**Source:** Somerville City Directories, 1887, 1889  
**Style/Form:** Queen Anne  
**Architect/Builder:** Unknown  
**Exterior Material:**  
 Foundation: Brick, concrete  
 Wall/Trim: Wood clapboards and shingles/ Wood  
 Roof: Slate shingles

**Locus Map**



**Outbuildings/Secondary Structures:** None  
**Major Alterations (*with dates*):**  
 Window replacements, rear ell expanded and deck added, vinyl siding removed, some siding replacement (1996)  
**Condition:** Good  
**Moved:** no  yes  **Date:**  
**Acreage:** 0.11 acres

**Setting:** This property is located southeast of Route 28 and Foss Park. The parcel is bounded on the southwest side by Broadway and on the southeast side by Garfield Avenue. This portion of Somerville has flat terrain. The area surrounding this property consists primarily of two to four-story multi-family houses, and a few 20<sup>th</sup> century commercial and industrial buildings.

**Recorded by:** Eric Dray, Preservation Consultant  
**Organization:** Somerville Community Preservation Committee  
**Date (*month / year*):** January/ 2021

**INVENTORY FORM B CONTINUATION SHEET**

SOMERVILLE

181 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SOM.

- Recommended for listing in the National Register of Historic Places.  
*If checked, you must attach a completed National Register Criteria Statement form.*

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

**ARCHITECTURAL DESCRIPTION:**

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

This former single-family house, built ca. 1888, is a good example of the Queen Anne style. The Queen Anne style, popular from ca. 1880-1910, employed different roof shapes and bays, and a variety of siding materials and patterns to create a picturesque effect. This 2 ½-story building has a very complicated form. The main block has a tall, hipped roof. A 2 ½-story, gable-front bay extends from the right side of the front (southwest) elevation, off of which a second, smaller two-story bay with flat roof extends at an angle. A two-story, hexagonal bay, also with flat roof, extends from the left side of the front elevation. A one-story, gable-front entrance porch is sandwiched between these two bays. The building's envelope is further enlivened by two-window shed-roofed dormers on the front, left (northwest) side and rear (northeast) elevations of the hip roof, and there is a one-story hexagonal bay on the left side elevation.

The complicated footprint of the main block is shown on the 1895 Somerville Atlas map (see Figure 2). This map appears to show that at least part of the rear ell is original to the building. The rear ell consists of a two-story component with a very low-pitched gable roof, and two one-story ells with flat roofs added in 1996. An open deck extends from the rear one-story ell.

The main block of the building rests on a raised, red brick foundation, and the rear ell rests on a raised concrete foundation. The side and rear elevations and the rear ell are all clad in wood clapboard. The front elevation is clad in a combination of wood clapboards and sawtooth and scallop-patterned wood shingles (a character-defining feature of the Queen Anne style). A beltcourse divides the first and second stories. The roof is clad in slate shingles (as are the cheek walls of the dormers), and the roof has a projecting molded box cornice with narrow frieze boards below. Two tall, corbelled red brick chimneys rise from the main hip roof.

Almost all of the windows are modern 1/1 double-hung replacements. The front elevation also has some smaller window openings, also with replacement 1/1 sash. The original windows almost certainly had more complicated muntin patterns. The windows are set in flat frames with projecting sills. The beltcourse described above also serves as the lintel for the first story window surrounds. The frieze boards of the roof cornice serve as the lintel for many of the second story windows. The window surround of the paired windows on the angled two-story bay have a pedimented lintel with raised scroll work. Possibly the only surviving original window is a small stained glass window on the right (southeast) elevation.

The raised front entrance is located within the gable-front entrance porch. It accessed by modern cement stairs with wrought iron railings. The paired wood entrance doors each have small molded panels below large lites. The off-centered doors are set in a flat surround. There is a second entrance located on the southeast elevation of the one-story rear ell. This entrance is accessed by a modern wood stairway. There is also a handicap access lift. The door is a replacement full-lite door set in a narrow molded surround.

**HISTORICAL NARRATIVE**

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

This house is not shown on the 1884 Somerville Atlas (Figure 1) but is shown on the 1895 Somerville Atlas map (Figure 2). The name Litchfield is shown on both maps for this parcel – referring to Joseph Litchfield (1848-1914). He was born in Bedford, MA and died in Somerville. He married Abbie Mitchell (1848-1916) in Charlestown in 1872. By the time the 1880 US Census was taken, they were listed living on Webster Street in Somerville and he was listed as a milk dealer. He was listed living on Webster Street in the 1887 Somerville Directory, but was listed living on the corner of Broadway and Garfield Avenue in the 1889

*Continuation sheet 1*

**INVENTORY FORM B CONTINUATION SHEET**

SOMERVILLE

181 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SOM.

Street in the 1887 Somerville Directory, but was listed living on the corner of Broadway and Garfield Avenue in the 1889 Directory, which would mean the house was built ca. 1888. Litchfield continued to be listed as a milk dealer or milkman in subsequent Census records and Directories until the 1910 US Census, when his occupation was listed as "own income" which meant that he did not have an occupation but had independent income (i.e. he was retired). The 1895 Atlas shows a large outbuilding behind the house, which may have been connected to Litchfield's milk business. The outbuilding is no longer extant. There was subsequently a one-story concrete block garage behind the house, but it was demolished ca. 1995.

The Middlesex South Registry of Deeds only has scanned searchable title records back to the early 20<sup>th</sup> century, and COVID has restricted access to the Registry. It is not known, therefore, when the Litchfields purchased this land or when it was conveyed to or inherited by someone else. The oldest searchable deed on-line was in 1931, when Mabel and Henry Grady, Sr. of Braintree conveyed this property to Louise and Elwood Bryant, Jr. of Somerville (Book 7058/ Page 584). Henry Grady (b. 1892 in Boston), was listed as an attorney with his own practice in the 1930 US Census. The Gradys lived in Braintree throughout this period, so this house had likely been purchased as an investment.

Elwood Bryant, Sr. was born in Somerville in 1895. Louise was his second wife. The 1930 US Census listed him living on Broadway as an undertaker, and the 1933 City Directory listed him under Undertakers, with an address of 181 Broadway. By the time the 1940 US Census was prepared, Elwood's occupation was listed as "office clerk." This house remained in the Bryant family until 1981, when Elwood Bryant, Jr.'s widow, Ruth conveyed it to six men from Somerville, Reading and Watertown (Book 16160/ Page 385). They quickly conveyed it into the 181 Broadway Trust (Book 16160/ Page 397). In 1991, the 181 Broadway Trust conveyed the property to a different trust, Sixty-six Highland Avenue Somerville Realty Trust (Book 21039/ Page 439). In 1994, that trust conveyed this property to CASCAP, Inc. (Book 24392/ Page 299).

CASCAP, Inc. is a non-profit organization based in Cambridge which develops and manages housing, and provides residential and educational supportive services for elderly and disabled adults. They had already rented and were redeveloping this property for affordable housing when they bought it in 1994. CASCAP created a single-purpose corporation for this property, CSHD 3, Inc., and conveyed this property to that entity in 1995 (Book 25689/ Page 343).

**BIBLIOGRAPHY and/or REFERENCES**

- Middlesex South Registry of Deeds
- [www.ancestry.com](http://www.ancestry.com) - Vital records, US Census
- Atlas of the City of Somerville*. G. M. Hopkins, C.E.: Philadelphia. 1884.
- Atlas of the City of Somerville*. G. W. Bromley and Co.: Philadelphia. 1893



Figure 1. Detail of 1884 Somerville Atlas (arrow added).



Figure 2. Detail of 1895 Somerville Atlas (arrow added).

Continuation sheet 2



**INVENTORY FORM B CONTINUATION SHEET**

SOMERVILLE

181 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

	SOM.
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Photo 2. View of right (southeast) side elevations and rear (northeast) elevations (partial), looking west.



Photo 3. View of left (northwest) side elevations, and front (southwest) elevation (partial), looking northeast.

*Continuation sheet 3*

**EXHIBIT E**  
**Seven (7) Photographs, taken by Eric Dray, January, 2021**



Photo 1. View of front (southwest) elevation, looking northeast.



Photo 2. View of front (southwest) and right (southeast) side elevations, looking north.



Photo 3. View of right (southeast) side elevations, looking northwest.



Photo 4. View of right (southeast) side elevations and rear (northeast) elevations (partial), looking west.



Photo 5. View of rear (northeast) elevations, looking southwest.



Photo 6. View of left (northwest) side elevations, and front (southwest) elevation (partial), looking northeast.



Photo 7. View of left (northwest) side elevations, and front (southwest) elevation, looking northeast.

## EXHIBIT F

### RESTRICTION GUIDELINES

#### A. MAJOR VS. MINOR

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the GRANTEE is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require GRANTEE review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE, 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 the property owner.

#### PAINT

Minor - 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 murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

#### WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

#### EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of 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; 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.

#### 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.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the GRANTEE and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the GRANTEE 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 GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

## **B. SPECIFIC STANDARDS**

The following standards are included to establish a general level of quality for all work and are considered essential to achieve the Town's primary objective for the Building and Property.

1. Doors: The paired front doors appear to be historically significant, and possibly original. These doors must be restored if possible and replaced-in-kind if not possible. If the existing door in the rear ell requires replacement, the replacement door must be appropriate in material and design.
2. Dormers and Skylights: Additional dormers and skylights are not permitted.
3. Landscape Features: Exterior landscape features, including plantings, trees, walkways and fences must not obscure the view of the Building from the street.
4. Lighting Fixtures - Building Attached: Light fixtures may be used but must be minimal in appearance, appropriate to the Building.
5. Masonry: If repointing is needed for the brick foundation or chimneys, the mortar must match the joint depth, profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. Bricks must be retained if possible, and if not must be replaced-in-kind, including shape, color and material.
6. Mechanical Equipment: Openings made for HVAC or other equipment on the exterior of the Building must be located in a manner that does not detract from the Building.
7. Paint: Changes in exterior paint colors must be historically appropriate to the Queen Anne style of the Building.
8. Roof material: The existing slate must be restored if possible, and if not, replaced-in-kind.
9. Trim and Decoration: Trim and ornamental details must be restored if possible and replaced-in-kind if not. Cementitious or composite materials may be used, at the discretion of the Grantee.
10. Siding: The Building is clad in a combination of wood clapboard, and plain and patterned wood shingles. Wood shingles, including the patterned shingles, must be replaced-in-kind. Cementitious or composite clapboard siding may be permitted in place of wood clapboard at the discretion of the Grantee.
11. Storm Windows: Storm windows or storm panels are allowed provided they match the color of the underlying window surround, and the meeting rails must align with the meeting rails of the window sash.

12. Windows: Almost all windows are modern 1/1 double-hung replacements. The Queen Anne style included windows with a variety of muntin patterns. The original muntin patterns for the windows on this Building are not known. Replacement window for this building must be appropriate to the Queen Anne style. If documentary evidence is found for the Building's original muntin patterns, they must be followed.
- a. Material: Metal or exterior-clad replacement windows will be permitted, provided they has a factory-applied finish that simulates a painted surface or is otherwise paintable.
  - b. Muntins: The three-dimensional profile of the muntins must be as historically accurate as possible and be between 5/8" and 7/8" wide. The exterior-applied muntins must be integral to the sash frame to ensure durability. Spacer bars between the panes of glass should be included to further replicate the appearance of a true-divided window.
  - c. Glass: Only non-tinted and non-reflective Lo-E or energy efficient glass may be used except where tempered and privacy glass are needed.
  - d. Screens: In order to read the window muntin patterns from the outside, ½ screens should be utilized where feasible. New technology is providing screens that are more transparent (e.g. Andersen Windows' TruScene insect screen) and should be used where possible.
  - e. Surrounds and casings: Historically significant window surrounds or casings should be preserved during the window replacement process.

The stained glass window on the southeast elevation must be retained and restored, or replaced-in-kind if necessary.



ASSENT BY MORTGAGEE

The City of Somerville acting by and through its Office of Housing and Community Development, is the holder of a Mortgage dated September 26, 1995, and recorded with the Middlesex South Registry of Deeds at Book 25689, Page 366. The Premises affected by this instrument is 181 Broadway, Somerville, Massachusetts. Said Mortgagee by this instrument assents to the Preservation Restrictions from its Mortgagor, CSHD 3, Inc., to the City of Somerville as set forth in an Agreement dated \_\_\_\_\_, 202\_ 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 24<sup>TH</sup> day of November, 2021.

By: [Signature]  
Joseph A. Curtatone  
Its: Mayor

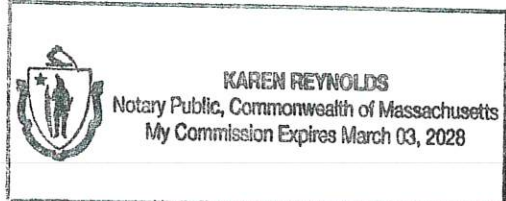
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 24<sup>th</sup> day of November, 2021, before me, the undersigned notary public, personally appeared, Joseph A. Curtatone, proved to me through satisfactory evidence of identification being personally known that s/he is the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Somerville.

[Signature]  
Notary Public  
My Commission Expires: 03/03/2028

Approved as to Form:  
[Signature]  
Francis X. Wright, Jr., City Solicitor



Property Address: 181 Broadway Somerville MA 02145

EXHIBIT G:

ASSENT BY MORTGAGEE

The United States of America acting by and through the Secretary of Housing and Urban Development (HUD) is the holder of a Mortgage dated September 26, 1995, and recorded with the Middlesex South Registry of Deeds at Book 25689, Page 348. The Premises affected by this instrument is 181 Broadway, Somerville, Massachusetts. Said Mortgagee by this instrument assents to the Preservation Restrictions from its Mortgagor, CSHD 3, Inc., to the City of Somerville as set forth in an Agreement dated \_\_\_\_\_, 2021 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 16<sup>th</sup> day of December, 2021

By: \_\_\_\_\_  
[NAME] Joseph A. Cristofani  
[TITLE] AMD Director

NORFOLK, ss.

COMMONWEALTH OF MASSACHUSETTS

On this 16<sup>th</sup> day of December, 2021, before me, the undersigned notary public, personally appeared, Joseph A. Cristofani, proved to me through satisfactory evidence of identification being MA DL that s/he is the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as authorized [TITLE] AMD Director of HUD.

\_\_\_\_\_  
Notary Public  
My Commission Expires: Jan. 13, 2023

(seal)



ASSENT BY MORTGAGEE

The Community Economic Development Assistance Corporation (CEDAC) is the holder of a Mortgage dated September 26, 1995, and recorded with the Middlesex South Registry of Deeds at Book 25689, Page 379 (the "Mortgage"). The Premises affected by this instrument is 181 Broadway, Somerville, Massachusetts. Said Mortgagee by this instrument assents to the Preservation Restriction from its Mortgagor, CSHD 3, Inc., to the City of Somerville as set forth in a certain Preservation Restriction Agreement dated \_\_\_\_\_, 2021 and recorded herewith (the "Preservation Restriction"), and further agrees that the Preservation Restriction shall survive any foreclosure of the Mortgage on the mortgaged Premises, provided however that CEDAC, its successors and assigns, each shall not be liable for any act or omission under the Preservation Restriction except for its own acts during the period of its ownership of the mortgaged Premises and each shall not have any liability except to the extent of its interest in the mortgaged Premises.

The foregoing agreement does not subordinate, release, limit, or otherwise alter or amend that certain Facilities Consolidation Land Use Restriction dated September 26, 1995, recorded with said Middlesex South Deeds in Book 25689, Page 422 (the "Land Use Restriction"), which Land Use Restriction shall remain in full force and effect in accordance with its terms, notwithstanding any contrary provision of the Preservation Restriction.

Signed as a sealed instrument this 14 day of January 2022 December, 2021. *RH*

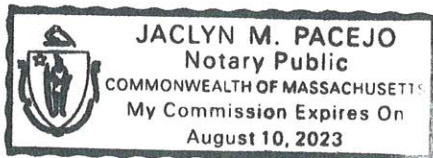
COMMUNITY ECONOMIC DEVELOPMENT ASSISTANCE CORPORATION

By: *Roger Herzog*  
[NAME] Roger Herzog  
[TITLE] Executive Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of January 2022 December, 2021, before me, the undersigned notary public, personally appeared, Roger Herzog, proved to me through satisfactory evidence of identification being personal knowledge that s/he is the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as authorized [TITLE] Executive Dir. of CEDAC.



(seal)

*Jaclyn M. Pacejo*  
Notary Public  
My Commission Expires: 8/10/2023