

PRESERVATION RESTRICTION AGREEMENT
between the
CITY OF SOMERVILLE, MASSACHUSETTS
and the
THE ELIZABETH PEABODY HOUSE ASSOCIATION

THIS PRESERVATION RESTRICTION (this "Restriction"), is made this ____ day of _____, 2019, between The Elizabeth Peabody House Association ("Grantor"), 275 Broadway, Somerville, MA 02145, 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 277 Broadway, in the City of Somerville, Middlesex County, Massachusetts (hereinafter referred to as the "Property"), being that property conveyed by Trustees of Broadway Methodist Church in a deed dated July 31, 1979 and recorded on August 3, 1979 with the Middlesex South Registry of Deeds, Book 13755, Page 77, more particularly described in the Legal Description (Exhibit A), attached hereto and incorporated herein by this reference; shown as Lots 130 and 131 on a "Plan of Building Lots in Somerville, Mass., owned by Rufus B. Stickney, Feb. 18, 1888" recorded on March 8, 1888 with the Middlesex South Registry of Deeds, Plan Book 54, Plan 39 (the "1888 Plan") (Exhibit B), attached hereto and incorporated herein by this reference; and shown on an Assessor Parcel Map for Parcel 70-B-16 (Exhibit C), attached hereto and incorporated herein by this reference, said Property including the following building (hereinafter referred to as the "Building"):

The existing church building at 277 Broadway was originally constructed as a slightly smaller church on the opposite (western) corner of Grant Street from its current location. The gable end returns on the central gable roof, arched stained glass windows and traditional rectangular form suggest that the building was constructed in either the Gothic or Greek Revival style. Any other original elements were either removed or obscured in the two moves and later additions which have resulted in the current Colonial Revival style building. The traditional rectangular form of the building with its tall gable roof is clearly visible as the core of the structure behind a later Colonial Revival style entrance foyer and tower. Installed when the church was reoriented to face Broadway, the 1 1/2-story addition spans the width of the original front façade and includes a 44' tall square tower at the center of the façade which is the now the highest and most distinctive element of the building. Just above the main roof on three sides of the tower are clock faces set into round openings with four flat key trim elements set into the frame. Approximately one bay deep, the hipped roof addition includes most of the Colonial Revival architectural detailing found on the building, including a highly ornamented cornice with dentils above a wide frieze board and architrave. A set of wide fluted pilasters surround the entrance, which projects out slightly from the rest of the façade, and individual fluted pilasters decorate each corner of the addition. The original taller front doors were replaced with a pair of shorter metal doors topped by a narrow, arched transom window. Two original, clerestory, stained-glass windows are located to either side of the entrance, with two more on either side of the projecting front façade. The front façade and tower have been resided with wood shingles that appears to be consistent with the siding in the early twentieth century photos, but the rest of the building is now covered in aluminum siding with the exception of Colonial Revival style raised wood

panels set between the first and second floors on the side facades of the building. The side elevations are characterized by tall, narrow, arched stained glass windows running the length of the second story above the wood panels. Just below the wood panels, 1/1 double-hung windows run along the length of the first floor. The first set of windows on each façade are single-width, three-part stained-glass windows with a single band of paneling below and a single window on the first floor, but the other three set of windows are paired. These Gothic Revival style windows are the primary decorative elements of the earliest section of the building, but it is unclear whether the windows are original to the building or were added during a later renovation. The paneling between the two sets of windows is Colonial Revival in style, suggesting that this feature was added when the new front façade was constructed. The rear elevation has a tall, shallow hexagonal bay, and this elevation is minimally fenestrated with six double-hung windows at the lower level. The roof is clad in asphalt shingles. A privet hedge spans the part of the front and all of left (west) side elevations along the street. A concrete walkway leads from the sidewalk to the front entrance. An asphalt driveway extends from Broadway between the Building and the former Rectory to the east. The former Rectory is a gable-front, two-story wood-framed building. Behind the Building, a stockade fence encloses the Property where there is a playground. The Building and Property are more fully depicted and described in Exhibits A, B, C, D, E and F attached hereto;

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 Property, and have the common purpose of preserving the aforesaid preservation values and significance of the Building and Property;

WHEREAS, the Preservation Values of the Building and the Property are documented with the following: Legal Property Description (Exhibit A); the 1888 Plan (Exhibit B); City of Somerville Assessors Map for Parcel 70-B-16 (Exhibit C); MHC Inventory Form prepared by Lara Kritzer dated November 2017 (Exhibit D); an undated historic view (Exhibit E); and seven (7) Photographs, taken by Eric Dray, May, 2018 and March, 2019 (Exhibit F). Exhibits A, B, C, D, E and F, 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 and the Property as of the effective date of this Preservation Restriction Agreement;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in preserving and maintaining the Building and Property and their 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 Board of Aldermen appropriated a grant of \$73,000 in Community Preservation Act funds (the "Grant") in a meeting convened on April 26, 2018, Agenda item #205510, 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 Property and the exterior of the Building 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 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 and the Property, 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 the Property that will significantly impair or interfere with the Preservation Values of the Building and the Property (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Property including include, but are not limited to, the setting and location of the Building; and 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 the 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 G which are attached hereto and incorporated herein by this reference. It is highly desirable, although not a requirement of this Agreement, that the current synthetic siding on the exterior of the Building be removed, and the extant underlying wood cladding be restored and/or replaced with historically appropriate wood materials.

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

- (a) the Building (or any portion thereof) shall not be demolished, removed, moved or razed except as provided in Paragraphs 7 and 8;
- (b) the dumping of ashes, trash, or rubbish is prohibited on the Property; and
- (c) 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 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 G).

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 G.

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 Property 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 Property; 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 and Property. 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 and the Property; 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: The Elizabeth Peabody House Association
 275 Broadway
 Somerville, MA 02145

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 the Property, 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 property 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 Property 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 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 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:

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

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 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 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 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 Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the 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.

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

APPROVAL AND ACCEPTANCE BY THE ELIZABETH PEABODY HOUSE ASSOCIATION

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

GRANTOR: The Elizabeth Peabody House Association
By and through its **President, Board of Directors**

[Handwritten Signature]
..... KRETCNA
ROLDAN

and

The Elizabeth Peabody House Association
By and through its **Treasurer, Board of Directors**

[Handwritten Signature]
..... CHRISTINE
EGITTO

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Kretchna Roldan

On this 6th day of December, 2018, before me, the undersigned notary public, personally appeared, provided to me through satisfactory evidence of identification which was MA state driver license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that *Kretchna Roldan* signed it voluntarily for its stated purpose, as **President, Board of Directors**, of The Elizabeth Peabody House Association.



(seal)

Courtney Galvin
Notary Public *Courtney Galvin*
My commission expires: FEBRUARY 04 2022

Middlesex, ss.

Christine Egitto

On this 6th day of December, 2018 before me, the undersigned notary public, personally appeared ..., provided to me through satisfactory evidence of identification which was MA state driver license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that *Christine Egitto* signed it voluntarily for its stated purpose, as **Treasurer, Board of Directors**, of The Elizabeth Peabody House Association.



(seal)

Courtney Galvin
Notary Public *Courtney Galvin*
My commission expires: FEBRUARY 04 2022

APPROVAL AND ACCEPTANCE BY CITY OF SOMERVILLE

On _____, 2019, the Somerville City Council, by majority vote, voted to Approve and Accept this Agreement.

Katjana Ballantyne, President, Ward 7 Councilor

Matthew McLaughlin, Vice-President, Ward 1 Councilor

Stephanie Hirsch, At-Large

Wilfred N. Mbah, At-Large

Mary Jo Rossetti, At-Large

William A. White, Jr., At-Large

Jefferson Thomas Scott, Ward 2

Ben Ewen-Campen, Ward 3

Jesse Clingan, Ward 4

Mark Niedergang, Ward 5

Lance Davis, Ward 6

Joseph A. Curtatone, Mayor

Middlesex, ss.

On this ___ day of _____, 2019, 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 Ward 7 Councilor and City Council President, City of Somerville.

Notary Public
My commission expires:

(seal)

Middlesex, ss.

On this ___ day of _____, 2019, 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 Vice-President, City of Somerville.

Notary Public
My commission expires:

(seal)

Middlesex, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Stephanie Hirsch, 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 Stephanie Hirsch 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 _____, 2019, before me, the undersigned notary public, personally appeared Wilfred N. Mbah, 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 Wilfred N. Mbah 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 _____, 2019, before me, the undersigned notary public, personally appeared Mary Jo Rossetti, 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 Mary Jo Rossetti 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 _____, 2019, before me, the undersigned notary public, personally appeared William A. White, 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 William A. White, 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 _____, 2019, 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 _____, 2019, before me, the undersigned notary public, personally appeared Ben Ewen-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 Ewen-Campen signed it voluntarily for its stated purpose as Ward 3 City Councilor, City of Somerville.

Notary Public
My commission expires:

(seal)

Middlesex, ss.

On this ___ day of _____, 2019, 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 _____, 2019, before me, the undersigned notary public, personally appeared Mark Niedergang, 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 Mark Niedergang 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 _____, 2019, 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)

Middlesex, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Joseph A. Curtatone, 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 Joseph A. Curtatone 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 _____, 2019, the Somerville Historic Preservation Commission, by majority vote, voted to Accept this Agreement.

Historic Preservation Commission:

Alan Bingham, Chairman, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Alan Bingham, 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 Alan Bingham 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 _____, 2019, 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 July 31, 1979 and recorded on August 3, 1979 with the Middlesex South Registry of Deeds, Book 13755, Page 77, bounded as follows:

Southwesterly on Broadway one hundred and one and 40/100 (101.40) feet; Northwesterly on Grant Street one hundred seventeen and 97/100 (117.97) feet; Northeasterly on lot one hundred thirty-two (132) on said plan one hundred (100) feet; Southeasterly on land now or formerly of Brazillian and J. McCarty one hundred and one and 25/100 (101.25) feet.

This land is shown as Lots 130 and 131 on a "Plan of Building Lots in Somerville, Mass., owned by Rufus B. Stickney, Feb. 18, 1888" recorded on March 8, 1888 with the Middlesex South Registry of Deeds, Plan Book 54, Plan 39 (Exhibit B).

EXHIBIT B

Lots 130 and 131 on "Plan of Building Lots in Somerville, Mass., owned by Rufus B. Stickney, Feb. 18, 1888" recorded with Middlesex South Registry of Deeds, Plan Book 54, Plan 39.

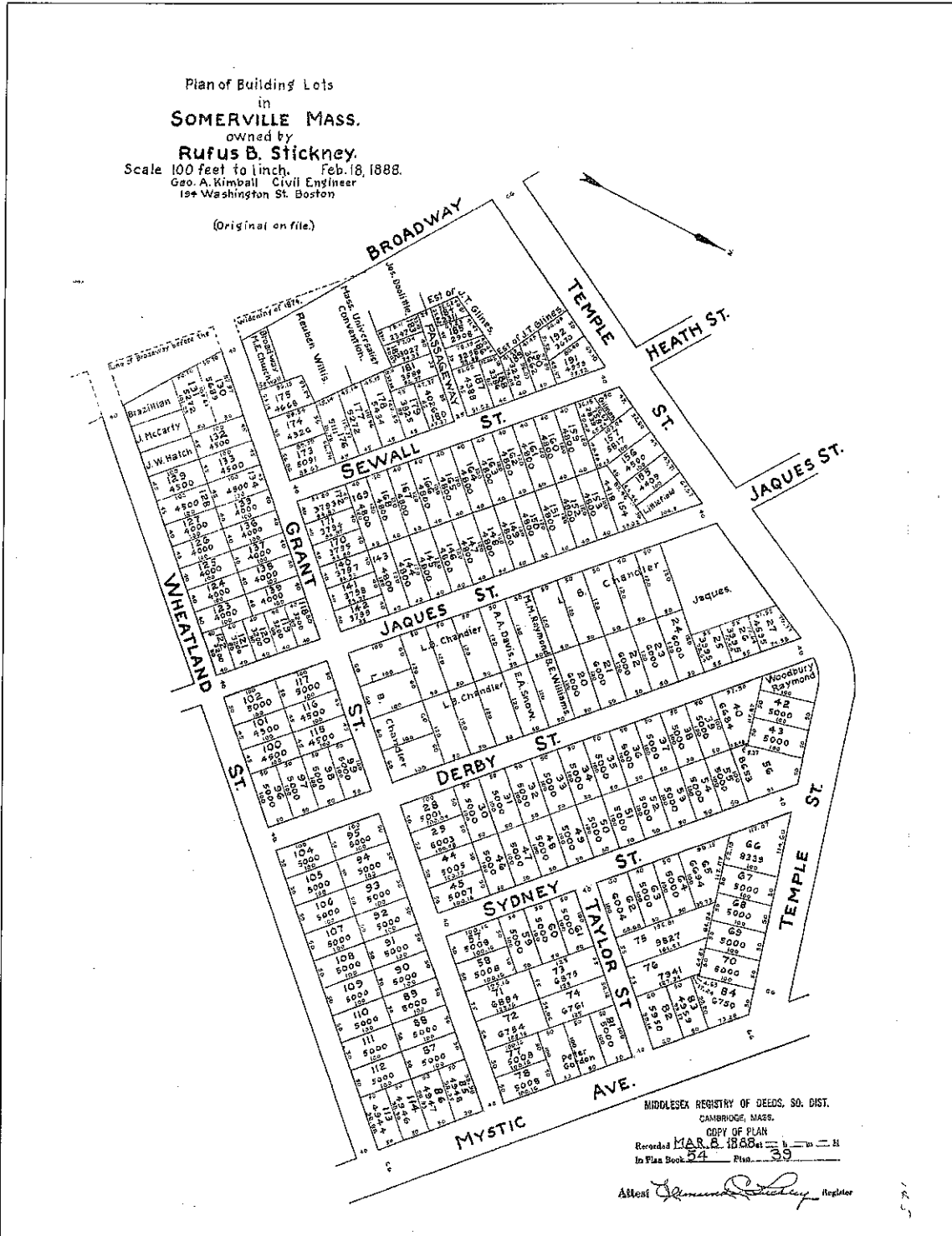
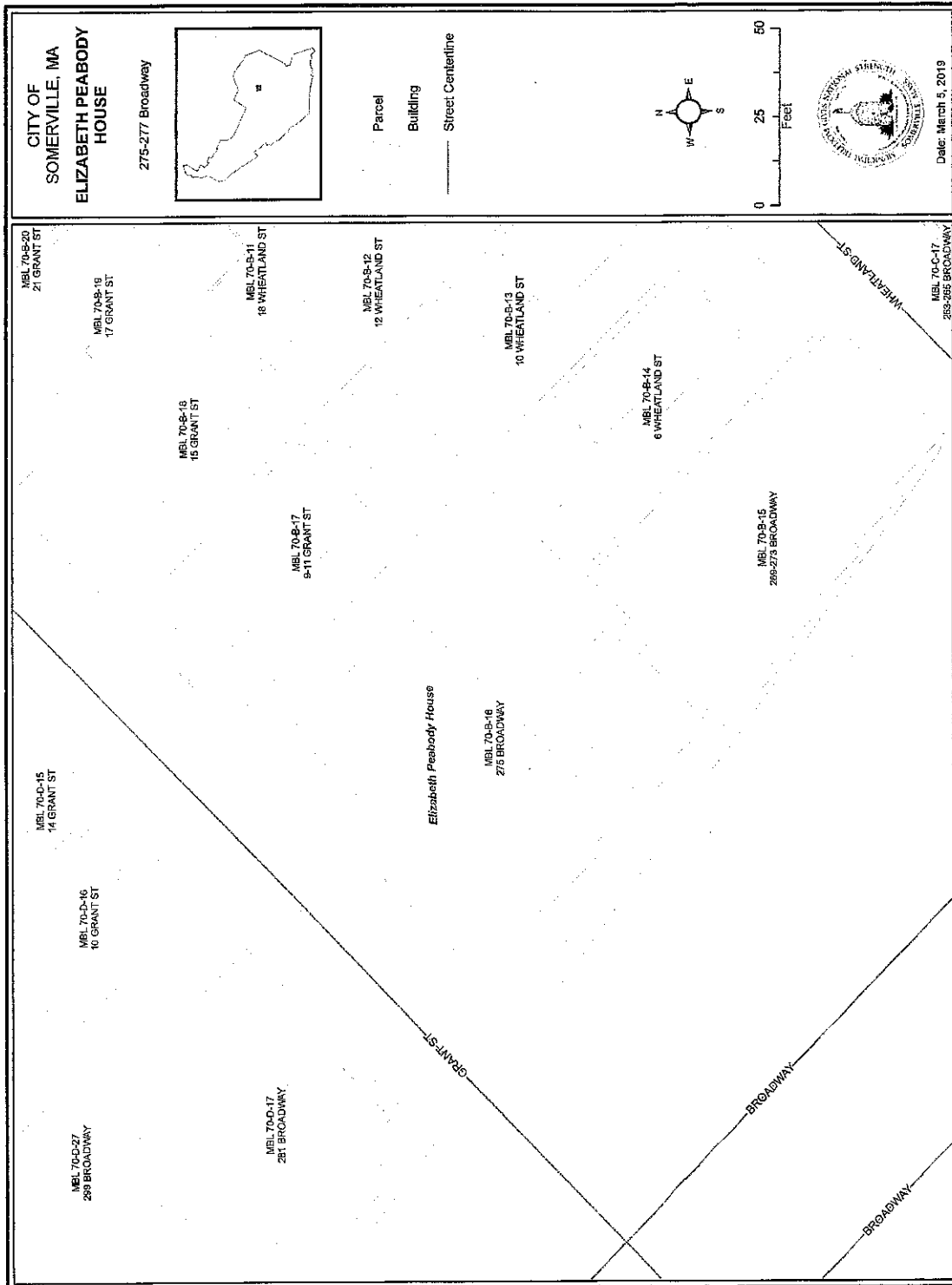


EXHIBIT C Assessor Map



H:\GIS\Projects\Somerville\Somerville Community Preservation Committee\mxd\ElizabethPeabodyHouse.mxd

EXHIBIT D
MHC INVENTORY BUILDING FORM, prepared by Lara Kritzer, 2017

FORM B – BUILDING

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

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

70-8-16	Boston North		
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Town/City: Somerville

Place: (neighborhood or village):
 Winter Hill

Address: 275-277 Broadway

Historic Name: Broadway Methodist Episcopal Church

Uses: Present: Community Center

Original: Church and Rectory

Date of Construction: 1882

Source: Haley, p. 143

Style/Form: Colonial Revival

Architect/Builder: Unknown

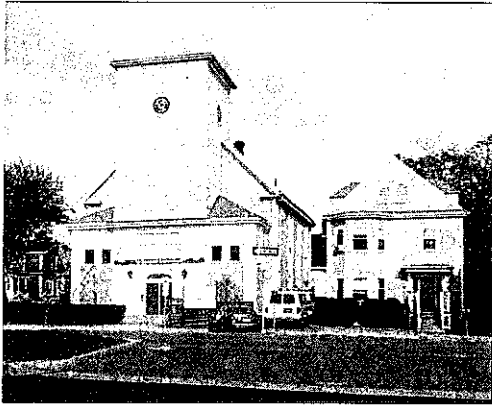
Exterior Material:

Foundation: Brick(church), stone (rectory)

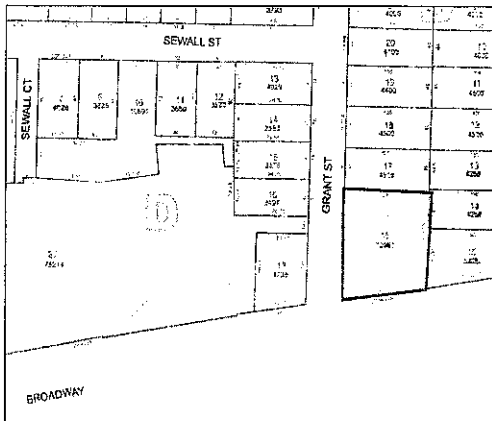
Wall/Trim: Aluminum Siding/Wood Shingle

Roof: Asphalt Shingle

Photograph



Locus Map



Outbuildings/Secondary Structures: Rectory constructed ca. 1910 to right of church, now used as EPH offices; playground structures installed behind offices

Major Alterations (with dates): Moved to site between 1885 and 1900 facing Grant Street, turned to face Broadway ca. 1905 - 1910 when the existing front entrance addition and tower were installed

Condition: Fair

Moved: no yes **Date:** 1895-1900; 1905- 1910

Acreage: 10,961 sf.

Setting: Located at the edge of a residential neighborhood on a busy urban boulevard and transportation corridor that is characterized by a mix of commercial, municipal, and residential structures.

Recorded by: Lara Kritzer

Organization: JM Goldson community preservation + planning

Date (month / year): November 2017

12/12

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

275-277 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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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.

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

ARCHITECTURAL DESCRIPTION:

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

The existing church building at 277 Broadway was originally constructed as a slightly smaller church on the opposite (western) corner of Grant Street from its current location. Although the original style of the building is unclear, the gable end returns on the central gable roof, arched stained glass windows and traditional rectangular form suggest that the building was constructed in either the Gothic or Greek Revival style. Any other original elements were either removed or obscured in the two moves and later additions which have resulted in the current Colonial Revival style building located on the eastern corner of Grant Street and Broadway. The traditional rectangular form of the building with its tall gable roof is clearly visible as the core of the structure behind a later Colonial Revival style entrance foyer and tower. Installed when the church was reoriented to face Broadway, the one-and-half story addition spans the width of the original front façade and includes a 44' tall square tower at the center of the façade which is the now the highest and most distinctive element of the building. In an early twentieth century photo, a Colonial Revival style balustrade matching the surviving one over the front entrance encircles the top of the tower. This decorative element was removed sometime in the mid-twentieth century and has not been replaced. Just above the main roof on three sides of the tower are clock faces set into round openings with four flat key trim elements set into the frame. The same early twentieth-century photo of the site mentioned above also shows that these openings originally held stained glass windows which were replaced with clocks sometime before 1926.¹

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.

The last of four Methodist Episcopal churches established in Somerville in the nineteenth century, the Broadway Methodist Episcopal Church (also referred to as the Broadway Methodist Church) was organized in June 1873 by Reverend J. Benson Hamilton, who was then pastor of the Flint Street Methodist Church. The congregation began meeting and holding services in a one-story brick building at the corner of Broadway and Marshall Street, remaining in this location until the new church was completed in 1882. At that time, the Broadway Methodist Church was located on a narrow lot on the northwest corner of Broadway and Grant Street opposite Sargent Street and appears on early maps as a traditional rectangular church with a small bumpout on the rear façade. These maps also show two small hip roofed buildings in the church's current location, which probably served as sheds or stables. In 1888, the Trustees of the Broadway Methodist Church purchased the current site on the opposite corner of Grant Street and Broadway (noted in plans and deeds as lots 130 and 131), presumably to provide a larger space for their growing congregation. The church building remained in its original location through at least 1895, but was moved the new site on the northeast corner of Broadway and Grant Street by 1900 where it is still located today.

BIBLIOGRAPHY and/or REFERENCES

Elizabeth Peabody House Association Archive Materials, including original deeds, plans, and building documents. As reviewed at 275 Broadway on October 12, 2017.

Haley, M.A. *Story of Somerville*. Boston: The Writer Publishing Co. 1903. *Internet Archive*. Web. Oct. 31, 2017.

¹ The EPH has a receipt in their files from 1926 when the church paid to have the clocks repaired.

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

275-277 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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ARCHITECTURAL DESCRIPTION (continued):

A second missing original element of the front façade is a large, arched, divided-light window originally centered over the entrance at the base of the tower. This window is clearly visible in the early twentieth century photo of the building but the area is covered in newer wood shingles in a later mid-twentieth century photo, suggesting that the window had been removed relatively recently. Today the balustrade which ran below this Colonial Revival style window is still visible within the trim band surrounding the base of the tower, but there is no longer any evidence of the window on the interior or exterior of the building.

The rest of the early-twentieth century addition to the front façade is made up of a large, one and a half story entrance hall extending to the corners of the building on either side of the central tower. Approximately one bay deep, the hipped roof addition includes most of the Colonial Revival architectural detailing found on the building, including a highly ornamented cornice with dentils above a wide frieze board and architrave. A set of wide fluted pilasters surround the entrance, which projects out slightly from the rest of the façade, and individual fluted pilasters decorate each corner of the addition. Early photos show that the front entrance had been constructed with a pair of tall, solid wood doors below an arched raised wood panel set into a heavily trimmed opening with a key element at the top. These doors are still in place in a later twentieth century photo of the building, but have since been replaced with a pair of shorter metal doors topped by a narrow, arched transom window. Two original, clerestory, stained-glass windows are located to either side of the entrance, with two more on either side of the projecting front façade. These stained-glass windows are original to the early twentieth century addition and show signs of deterioration including broken and missing panes. Most of these windows are now covered by protective Plexiglas panels. The front entrance is reached by either a short set of concrete steps or the adjacent large wooden ramp installed to provide accessible access to the main doors.

While the front façade and tower have been resided with wood shingles that appears to be consistent with the siding in the early twentieth century photos, the rest of the building is now covered in aluminum siding with the exception of Colonial Revival style raised wood panels set between the first and second floors on the side facades of the building. Two and a half stories in height, the building's side facades are characterized by tall, narrow, arched stained glass windows running the length of the second story above the wood panels. Just below the wood panels, one-over-one double-hung windows run along the length of the first floor. The first set of windows on each façade are single-width, three-part stained-glass windows with a single band of paneling below and a single window on the first floor, but the other three set of windows are paired. Each pair of stained glass windows is joined at the top with a smaller, triangular stained-glass window creating a single, wider arched window design. Several of these windows also have broken or missing glass and are covered by Plexiglas panels with the exception of the front right façade window, which is covered by plywood, and a portion of the rearmost stained-glass window on the left façade, where the Plexiglas has been removed and the window is exposed. These Gothic Revival style windows are the primary decorative elements of the earliest section of the building, but it is unclear whether the windows are original to the building or were added during a later renovation. The paneling between the two sets of windows is Colonial Revival in style, suggesting that this feature was added when the new front façade was constructed.

While the early-twentieth century photo of the building suggests that the first-floor windows were six-over-six, divided-light, double-hung windows, only one of these windows survives today in the basement level of the rear façade. The left (Grant Street) façade has one additional double hung window on the first floor, located in the rearmost corner in the later bumpout added during the building's final relocation. The rest of the first floor and basement level double-hung windows have since been replaced with one-over-one aluminum replacement windows. At the basement level, the ground slopes down towards the back of the site. Small awning windows, now enclosed, were originally located in the brick foundation towards the front of the facades, with larger double hung windows installed towards the rear. Those large windows that remain on the side and rear facades are now covered with metal grates. On the left (Grant Street) façade, two metal doors have been added along with a cement ramp and metal railings that provide an accessible entrance. A stockade fence is located at the center of the façade and hides mechanical equipment from view and the awning window closest to the front of the building has been filled in with cinder block and a relatively new vent. The original "1882" cornerstone is visible at the front corner of the left façade behind existing landscaping. On the right façade, two doors have also been installed to provide access to a playground area. The first is a glass door located in the foundation level below the front most set of paired windows which provides access to the yard from the basement.

Continuation sheet 2

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

275-277 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION
 220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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ARCHITECTURAL DESCRIPTION (continued):

The second door is installed in place of the last set of double hung windows on the first floor, and is accessed by a flight of wooden stairs adjacent to the building. The unadorned painted door has a narrow, flat roofed overhang at the base of the decorative panels. The basement window below this first-floor door has been filled in, as have the awning windows on this façade.

The rear façade of the building lacks the decorative detailing found on the side and rear façades. At the center of this façade a large, two and a half story central bay juts out from the building. This bay was expanded to the rear right (Grant Street) corner of the building at the basement and first floor levels during the twentieth century, either as part of the building's final move or shortly after it was turned to face Broadway. Five double hung, one-over-one aluminum replacement windows are scattered along the first floor of the rear façade. At the basement level, three large double hung windows are centered on the rear façade in the bay shaped addition, with awning windows on either side. The awning window opening on the left has been filled in and two of the double hung windows are later replacement windows which are similar to, but wider than, the ones on the first floor. However, the two basement windows closest to Grant Street are earlier windows which could be original to the building. The first is a two-over-two double-hung window with privacy glass and a vent installed in place of one glass pane, while the second is a three-pane awning window. Both are wood windows, and are the last surviving wood windows on the building.

While the front façade and tower are covered in wood shingles, the main body of the building is enclosed in aluminum siding with the exception of the wood paneled elements between the windows on the side façades. The main roof of the building as well as the lower roofs on the front façade are covered in a light brown asphalt shingle that appears to be more recently installed than the diamond shaped gray asphalt shingle found on the roofs of the bumpouts on the rear façade. There is one narrow masonry chimney located at the rear of the roof next to a large metal vent on the roof ridge.

In addition to the former church building, the site includes a two and a half story former rectory which now houses the Elizabeth Peabody House offices. The two and a half story house is Queen Anne/Stick style in form with little architectural detailing aside from a two-story bay and entrance porch on the front façade. The railings on the front porch have been replaced with taller, heavier wood railings than would originally have been on the structure, presumably to meet building code requirements. The porch itself is an original element of the building but whether the existing cantilevered roof is an original element or later addition is unknown. In keeping with its neighboring structure, the front façade of the former rectory is finished in wood shingles while the side and rear façades are covered in aluminum siding and the windows are a mix of original six-over-six double hung wood windows and later one-over-one aluminum replacement windows.

Both structures are located directly on the sidewalk of the busy commercial boulevard and are surrounded by shrubs, small trees, and landscape plantings. A stockade fence at the rear of the site encloses a recently installed playground used by the daycare facilities within the church. In addition to the new equipment, the interior walls of the fenced in playground area have been painted with murals.

Aside from the addition of accessible ramps and new side entrances, no significant exterior changes were made to the church after it was reoriented to Broadway. However, numerous changes were made to the interior of the building beginning in the 1920s when the basement was finished with a concrete floor and walls. Plans show that the church worked to strengthen the roof trusses in 1938, remodeled the kitchen in 1946, and reroofed the building in 1969 and 1972. After the Elizabeth Peabody House purchased the building, the former sanctuary was converted into a black box theater, the first-floor meeting area was turned into a community center and group space, and the basement now includes a daycare facility and food pantry.

Continuation sheet 3

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

275-277 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION
 220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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HISTORICAL NARRATIVE (continued):

However, the site was not in its current location at that time. While no photos of the building in this location have been found, the 1900 Sanborn map of Somerville shows the rectangular church building situated along the rear property line facing Grant Street. The church is noted to stand 35' to the eaves and to have a 70' tower now added to its front right corner. As there is no suggestion of a tower on earlier maps, it is believed that this feature was added to the structure after it was moved. A small bumpout at the rear of the original building was also removed in the move and replaced with a larger central bay which is still visible on the rear façade today. This second location was relatively short lived, though. Sometime before 1910, the building was turned on the site to face Broadway. Although the exact date and reasons for the move are unclear, by 1910 a second structure, 275 Broadway, had been built to the right of the church. By relocating the building to the front left half of the site, space was provided for the construction of the building, which served as a rectory housing the church's pastor beginning in 1910. The next Sanborn map of Somerville in 1933 shows the church in its existing form in its current location facing Broadway, with the Colonial Revival detailed entrance hall and central tower now installed across the front façade, and the bay on the rear façade expanded to the left corner of the building. It also includes the adjacent rectory, and the two structures continue to share the same lot. It should be noted that the former rectory (275 Broadway) is listed on the Somerville's Assessor's Database as being constructed in 1900. However, it is not shown on the Sanborn map of that year and is not mentioned in Somerville Directories until 1910, when then pastor Reverend Berton Jennings is listed as living there. Prior to this date, the church's pastors all lived at 150 Walnut Street.

The Broadway Methodist Church and Rectory remained in the hands of the Broadway Methodist Episcopal Church until 1979 when it was purchased by the Elizabeth Peabody House Association for \$65,000. The Elizabeth Peabody House was organized in 1896 to serve the needs of Boston's West End immigrant population. Urban renewal, and the large-scale demolition of the West End, led the EPH to follow their immigrant community to Somerville in the 1950s, where they occupied storefront space on Broadway until their purchase of the former church building and residence. Under their ownership, the interior of the building was converted into a community meeting and gathering space housing a black box theater, after school programs, daycare facilities, and a food pantry. Today EPH holds its programs and events in the former church building and uses the former rectory for its offices. The remaining open space on the site is now a colorful and engaging playground space used by both neighborhood residents and program participants.

BIBLIOGRAPHY and/or REFERENCES (continued):

George W. Walter S. Bromley. *Atlas of the City of Somerville Massachusetts*. 1884. Philadelphia: G.W. Bromley and Co., 1884.

George W. Walter S. Bromley. *Atlas of the City of Somerville Massachusetts*. 1895. Philadelphia: G.W. Bromley and Co., 1895.

W.A. Greenough Publishers. *Map of the City of Somerville*. 1887. Boston: W.A. Greenough Publishers and Co. Directory Publishers. 1887

W.A. Greenough and Co. *The Somerville City Directory*. 1882 - 1910. Boston: W.A. Greenough Publishers and Co. Directory Publishers.

Samuels, Edward and Kimball, Henry. *Somerville Past and Present*. Boston. Samuels and Kimball. 1897. *Internet Archive*. Web. Oct. 31, 2017

Sanborn Map Company. *Insurance Maps of Somerville Massachusetts*. 1900. New York: Sanborn Map Company, 1900.

Sanborn Map Company. *Insurance Maps of Somerville Massachusetts. Volume 1 1933-1934*. With Revisions through 1950. New York: Sanborn Map Company, 1933.

Continuation sheet 4

INVENTORY FORM B CONTINUATION SHEET

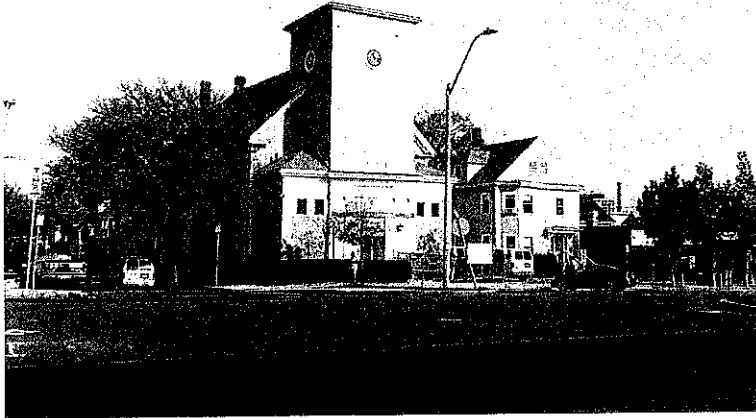
SOMERVILLE

275-277 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Above: View of 275-277 Broadway from across street, looking at corner with Grant Street.

Below: Early twentieth century image (undated) of corner of Broadway and Grant Street showing the Broadway Methodist Episcopal Church in its final location.



Continuation sheet 5

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

275-277 BROADWAY

MASSACHUSETTS HISTORICAL COMMISSION
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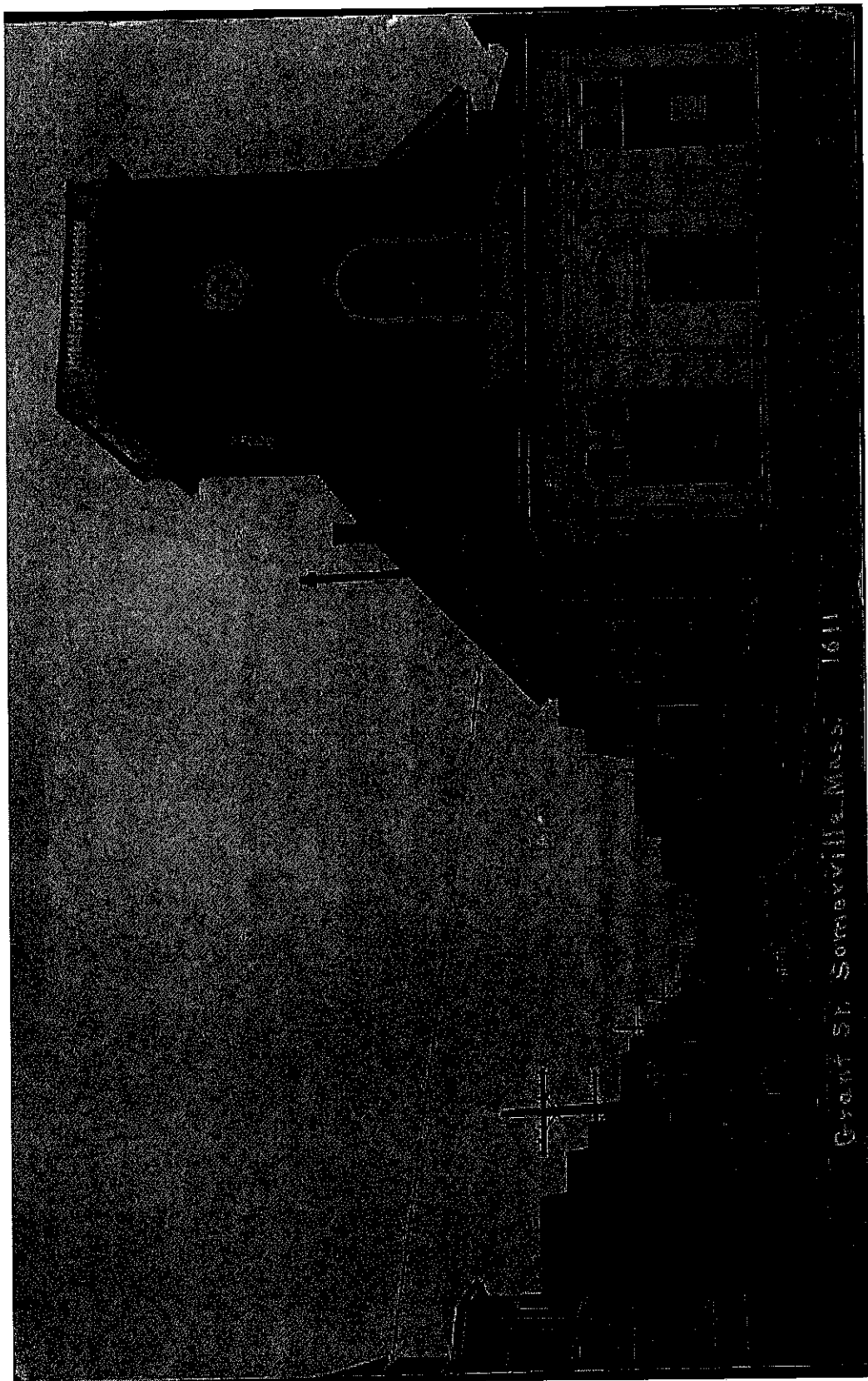


At Left: Front Façade of 277 Broadway
Below: Front Façade of 275 Broadway



Continuation sheet 6

EXHIBIT E



Undated historic view (source: Peabody House archives).

EXHIBIT F

Seven (7) Photographs, taken by Eric Dray, May 2018 and March 2019

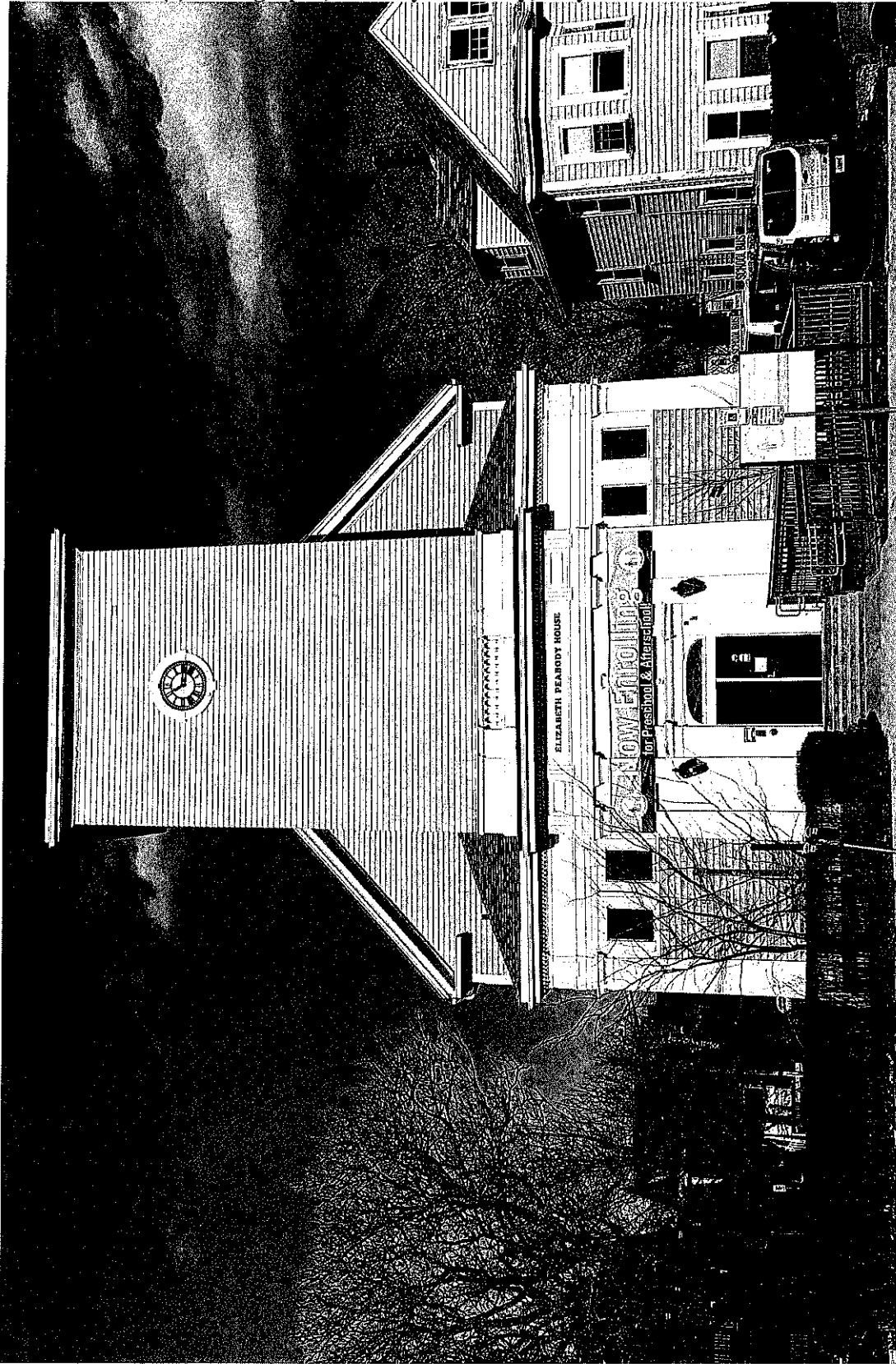


Photo 1. View of front elevation, looking northeast.

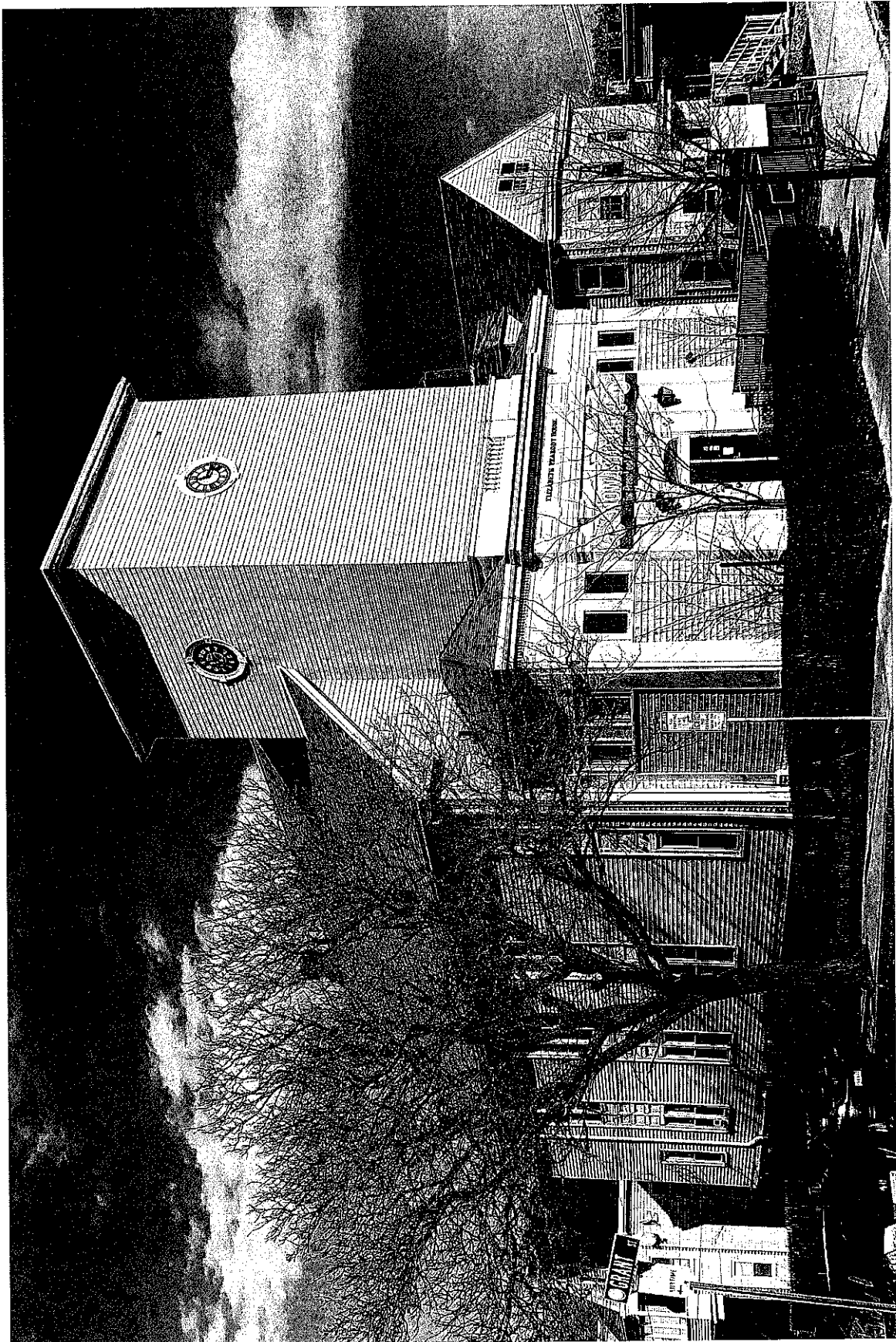


Photo 2. View of front and left side elevation, looking east.

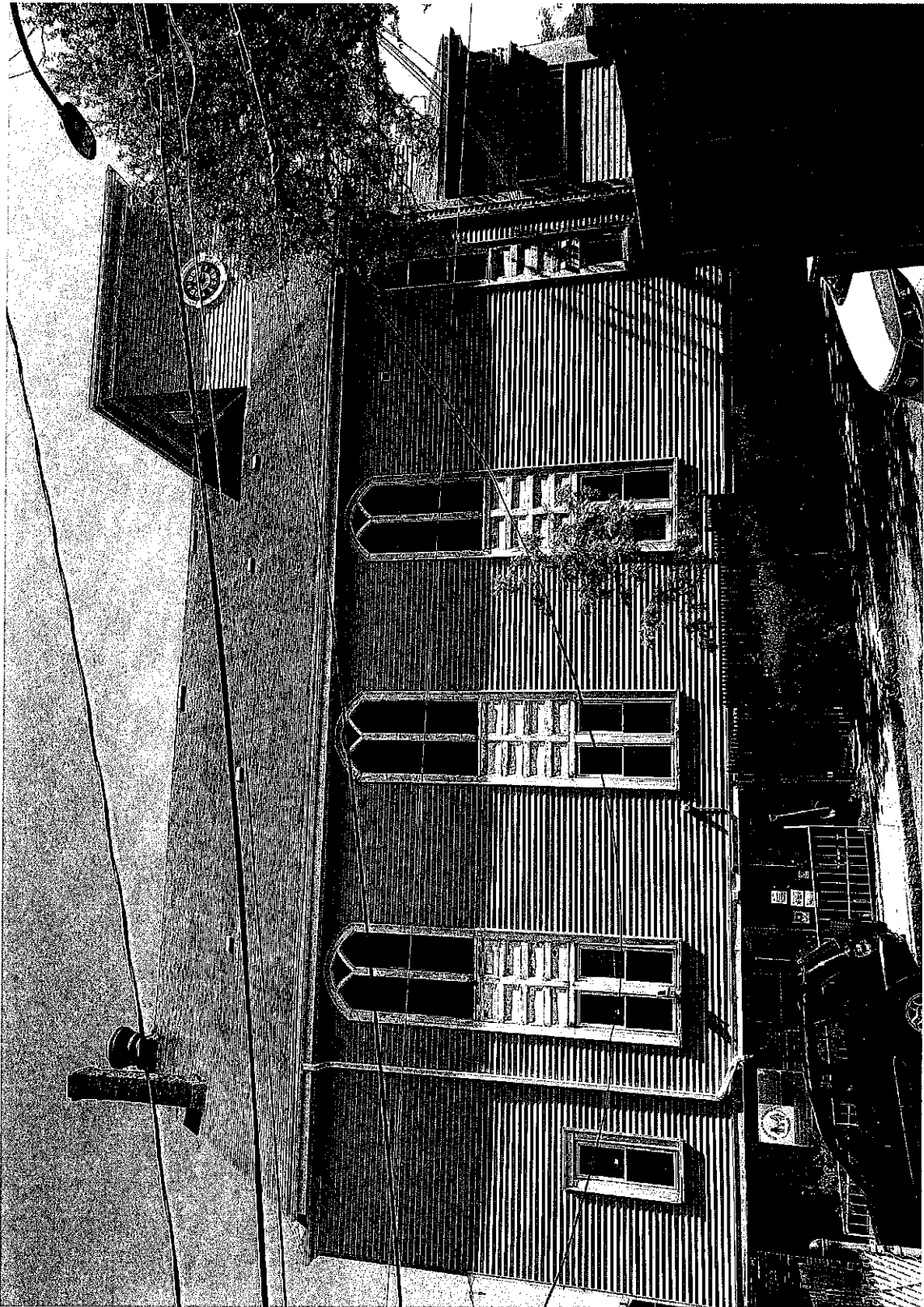


Photo 3. View of left side elevation, looking southeast.

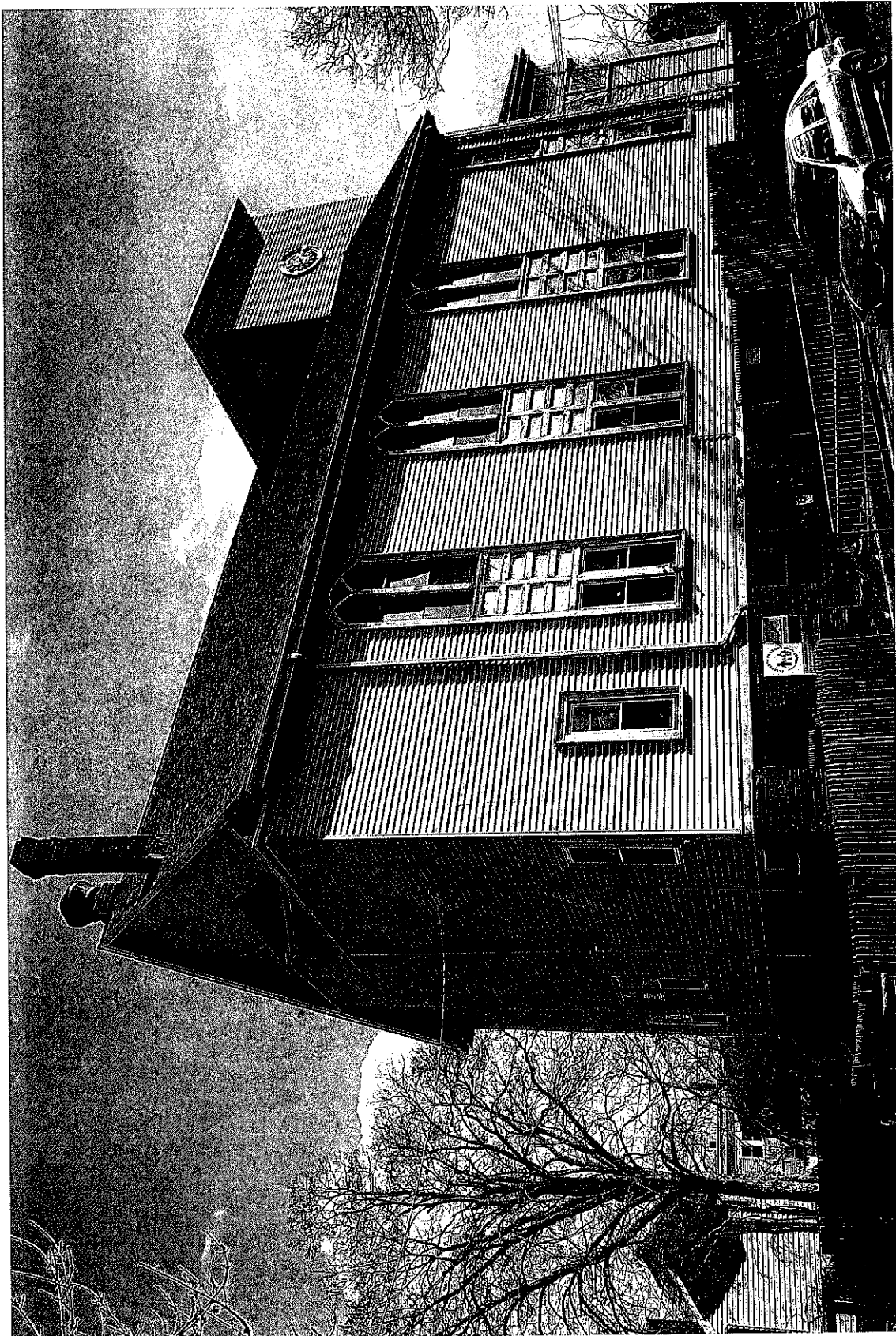
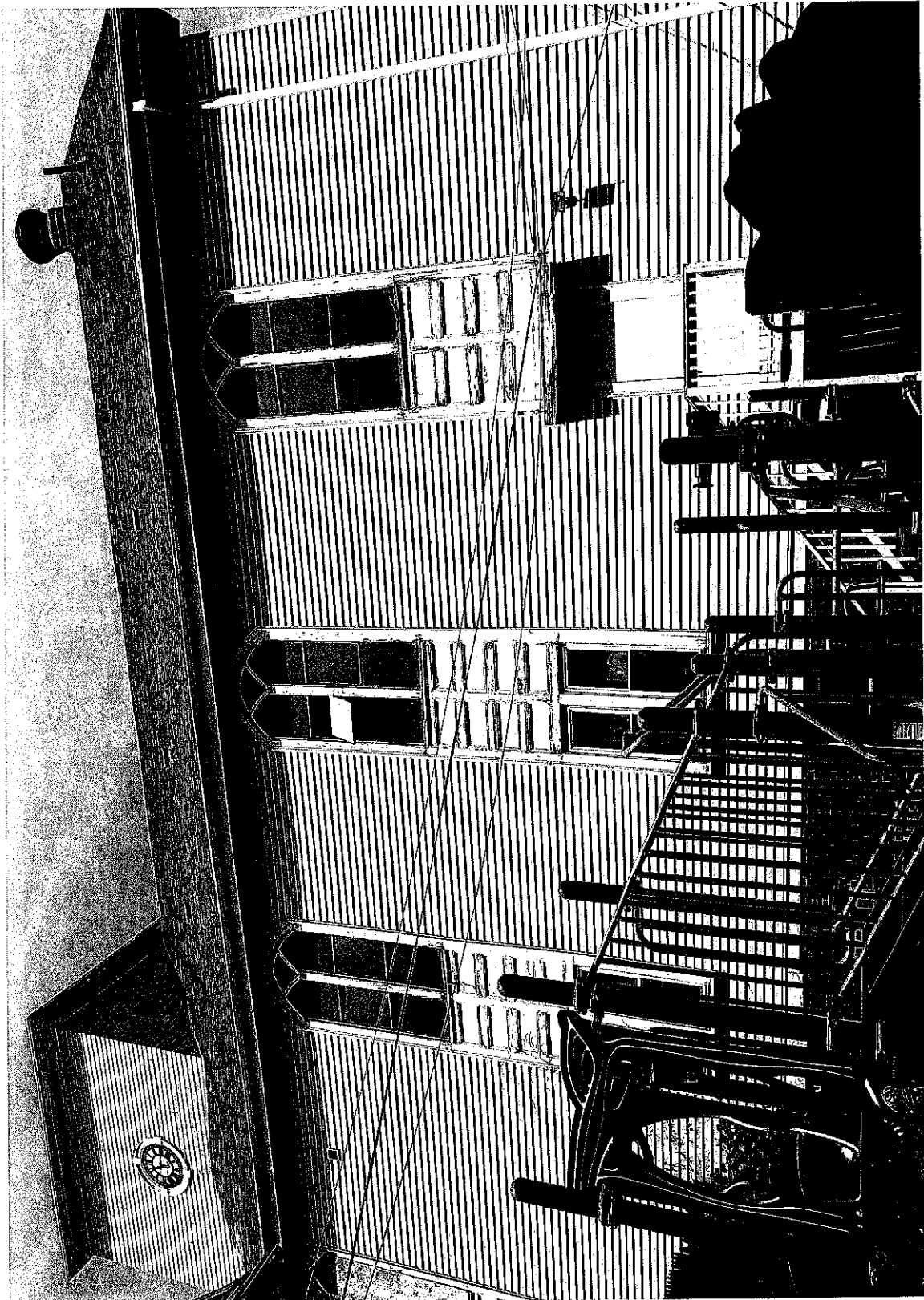


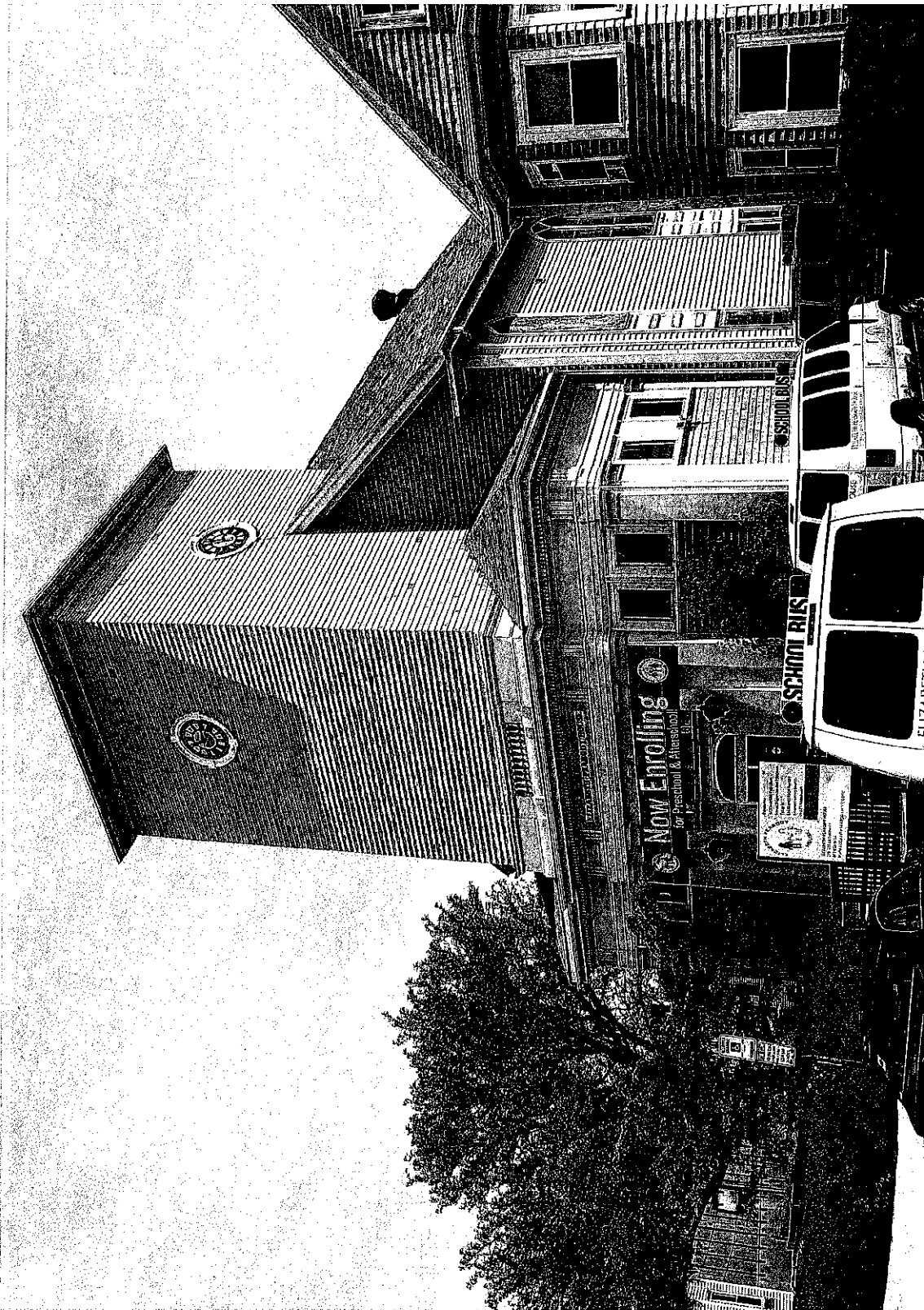
Photo 4. View of rear elevation and left side elevation, looking south.



Photograph 5. View of rear and right side elevations, looking west.



Photograph 6. View of right side elevation, looking northwest.



Photograph 7. View of front and right side elevations, looking north.

EXHIBIT G

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. KEY FEATURES

Any changes which would impact the exterior envelope of the Building must be reviewed and approved by the Grantee prior to receiving a building permit. Changes shall include both repair and replacement of existing key features and historically-accurate restoration where possible of missing or replaced key features. Grantor will give special consideration to changes which will impact the key architectural features (Key Features) of the Building including the following:

Exterior

1. Wood shingles siding.
2. Square 44' main tower.
3. Colonial Revival-style ornamentation on front entrance addition.
4. Stained glass window systems.

Site

View of Building from Broadway and Grant Street.

C. 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. Reference is made herein to an historic photo, which is included as Exhibit E.

1. *Doors*: There are no original, historically significant doors. If the existing non-original front doors require replacement, they must return to the size, design and material of the wooden doors shown in the historic photo (see Exhibit E). Replacement of other doors must be compatible in design, color, and finish to the style of the Building.
2. *Dormers and Skylights*: 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. This guideline does not apply to play equipment installed within the fenced-in playground behind the Building.
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 chimney, 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. The cornerstone with the inscription "1882" must be preserved and not obscured with other materials.
6. *Mechanical Equipment:* Window mounted HVAC or other ventilation equipment are not permitted. 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. *Missing Features:* In addition to the replacement siding, windows and front doors referenced above, the following additional missing features are encouraged, but not required, to be restored. The historic photograph in Exhibit E provides documentation for the appearance of these missing elements:
 - a. *Roof-top Balustrade:* The square tower was originally surmounted by a balustrade.
 - b. *Arched Window above front doors:* There was originally a large, 3-part, arched window above the front entrance. If reinstalled, it is encouraged that additional research be conducted by the Grantor and/or Grantee to better determine the configuration of that window.
 - c. *Stained glass windows in tower:* The three openings with the clock faces in the main tower originally held stained glass windows.
 8. *Paint:* Changes in exterior paint colors must be historically appropriate and must be approved by the Grantee.
 9. *Roof material:* The existing Quarry Gray Owens Corning Trudefinition Duration asphalt shingles were installed in the summer of 2018. If replacement is required, replacement must match the existing or be similar in size, color and profile, with the intent of simulating the color of weathered gray wood shingles. In the alternative, the original roof treatment, which is presumed to be wood shingles unless historic photographs prove otherwise, is encouraged but not required to be installed.
 10. *Trim and Decoration:* Maintain original trim and ornamental details as possible, replace-in-kind if necessary. Azek, or similar material, may be permitted at the discretion of the Grantee.
 11. *Siding:* The Building was originally clad in wood shingles (see Exhibit E). All but the front portion of the Building is now clad in synthetic clapboard siding. New siding must utilize wood shingles. It is unclear from the historic photo whether the original wood shingles were stained a darker color. If the Grantee determines that the original wood shingles were stained, the new wood shingles must match the original stain as close as possible.
 12. *Stained-glass Windows:* The stained glass windows may not be original to the 1882 portion of the building, but are historically significant and should be retained and restored, or replaced-in-kind if necessary.
 13. *Storm Windows:* Storm windows or storm panels are allowed on original wood windows and stained glass windows provided they match the color of the underlying window surround and the meeting rails must align with the meeting rails of the window sash.
 14. *Windows:* Other than the stained glass windows, many of the windows have been replaced with 1/1 double-hung aluminum windows. An historic photo (see Exhibit E) shows that the windows below the stained glass windows on the side elevations were wood double-hung window with a 6/6 muntin pattern. If any aluminum windows require replacement, the new windows should return to wood, true-divided windows, replicating the original window muntin patterns. Original wood windows which have not been replaced must be repaired and, if they require replacement, should be replaced with wood or wood-clad, true-divided sash replicating the muntin pattern. In all cases, replacement windows may also utilize simulated divided lights provided they have applied exterior muntins with a three-dimensional profile.

