

PRESERVATION RESTRICTION AGREEMENT
between the
CITY OF SOMERVILLE, MASSACHUSETTS
and the
SOMERVILLE HISTORICAL SOCIETY, INC.

THIS PRESERVATION RESTRICTION (this “Restriction”), is made this ____ day of _____, 2022, between Laura Emily de la Torre Bueno, (“Grantor”), owner of 83 Belmont Street, Somerville, MA 02143, and the City of Somerville acting by and through its Somerville 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 83 Belmont Street, in the City of Somerville, Middlesex County, Massachusetts (hereinafter referred to as the "Property"), being that property conveyed by Robert Wiercinski and Susan Ahern-Wiercinski of Somerville MA to Laura Emily de la Torre Bueno in a deed dated September 18, 1992 and recorded on September 18, 1992 with the Middlesex South Registry of Deeds, Book 22407, Page 16, said Property being more particularly described in the aforesaid deed and in Exhibit A, attached hereto and incorporated herein by this reference, and in a plan titled “Plan of Land belonging to James D. Prindle”, dated June 2, 1890, prepared by Charles D. Elliot, and recorded in the Middlesex Registry of Deeds, South District, Plan Book 64, Plan 32, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B. The Property is also depicted as Parcel 43-B-13 on a City of Somerville Assessor Parcel Map, attached hereto and incorporated herein by this reference as Exhibit C, said Property including the following buildings (hereinafter referred to as the “Buildings” or the “House” and “Carriage House”);

The Buildings are located on a sloping 0.18 acre parcel on the east side of Belmont Street consisting of the House and Carriage House. The wood frame House built in 1893-1894, is 2 ½-stories tall, five-bays wide by three-bays deep, and is set on a raised granite block foundation. The House features wood shingle siding and wood trim with fixed casement and double-hung windows as well as an asphalt shingle-covered roof. The Carriage House is 1 ½-stories tall, three-bays wide by two-bays deep, and is set on a raised granite block foundation. All elevations of the Carriage House are clad in wood shingle siding and the roof is clad in asphalt shingles. The Buildings also feature many historically significant interior features in the following rooms: House First Floor - Foyer, Main Hall, Living Room, Dining Room, Parlor, Kitchen (relocated closet door only), Main Stair; House Second Floor - Main Hall, Bedrooms (2), Offices (2); Carriage House - Living Room, Kitchen (all hereinafter referred to as “Interior Rooms”). The Buildings and Interior Rooms are more particularly described in Massachusetts Historical Commission (MHC) Inventory Building Form prepared in September, 2017 by Brian Lever (Exhibit D), attached hereto and incorporated herein by this reference.

WHEREAS, the Buildings and Property were listed individually in the State and National Registers of Historic Places on February 11, 1998; retain integrity of craftsmanship, setting, materials and design, are historically significant for their architecture, associations, and/or archaeology, and qualify for protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31, 32, and 33 (hereinafter “the Act”), and

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter the “Preservation Values”) of the Buildings and Property, and have the common

purpose of conserving and preserving aforesaid Preservation Values and significance of the Buildings and the Property;

WHEREAS, the Buildings' and Property's Preservation Values are documented with the following:

Legal Property Description (Exhibit A);

Recorded Plan, prepared by Charles D. Elliot, Engineer & Surveyor on June 2, 1890. Recorded July 1890 at the Middlesex Registry of Deeds, Southern District in Plan Book 64, Plan 32. (Exhibit B);

City of Somerville Assessors Map for 43/B/13 (Exhibit C);

Massachusetts Historical Commission (MHC) Inventory Building Form prepared in September, 2017 by Brian Lever (Exhibit D);

Five exterior photographs of the House taken by Eric Dray, November 2020, twenty-two interior photographs of the House taken by Laura Emily de la Torre Bueno February 2021, four exterior photographs of the Carriage House taken by Eric Dray November 2020, and three interior photographs of the Carriage House taken by Laura Emily de la Torre Bueno 2020 and Jack Levin December 2017 (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, Historic Preservation Commission files.

Exhibits A, B, C, D, and E are all attached hereto and incorporated herein by this reference, are hereinafter referred to as the "Baseline Documentation", which Baseline Documentation the 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 Property will assist in preserving and maintaining the Buildings 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 appropriated \$4,510 in Community Preservation Act (the "Grant") funds, to restore a stained glass window on the north elevation of the house with work completed in 2016.

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, Buildings, and Interior Rooms pursuant to the Act.

NOW, THEREFORE, Grantor does hereby irrevocably grant and convey unto the Grantee this Restriction in gross in perpetuity over the Property, Buildings, and Interior Rooms.

1. Purpose. It is the purpose of this Restriction to ensure that the architectural, historic, and cultural features of the Property, Buildings and Interior Rooms, 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 Property, Buildings and Interior Rooms that will significantly impair or interfere with the Preservation Values of the Buildings and the Property (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Property include,

but are not limited to, the setting and location of the Buildings, and architectural features, materials, appearance, and workmanship of the Buildings and Interior Rooms.

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times and to the best of its ability to maintain the Property, Buildings and Interior Rooms 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 Property, Buildings, and Interior Rooms 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 Property, Buildings and Interior Rooms 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 Buildings 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.

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 Buildings (or any portion thereof) shall not be demolished, removed, moved or razed except as provided in Paragraphs 7 and 8;
- (b) the permanent covering of the identified exterior architectural elements of the Buildings, as described in the Form B attached hereto;
- (c) the dumping of ashes, trash, or rubbish is prohibited on the Property; and
- (d) no above-ground utility transmission lines, except those reasonably necessary for the existing Buildings, 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 Property, Buildings and Interior Rooms, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including signs or advertisements (excepting a plaque giving notice of the historic significance of the Buildings or Property in accordance with Paragraph 6), any change in material or color or any change to the footprint, size, mass, ridgeline, and rooflines of the Buildings, and removal, replacement or alteration of any character-defining features, such as doors and surrounds and cornice trim. Activities by Grantor to maintain the Property, Buildings and Interior Rooms 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 attached hereto and incorporated herein as 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 Buildings; to review any construction, repair, restoration, alteration, reconstruction or construction; or to review casualty damage or to reconstruct or approve reconstruction of the Buildings following casualty damage, the Grantee shall apply the Secretary's Standards and the Restriction Guidelines in Exhibit F.

5. Public Access. This Restriction does not require public access.

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 Buildings, Interior Rooms, 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 Property, Buildings and Interior Rooms 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 Property, Buildings and Interior Rooms. 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 Buildings, and not blocking the view of the Buildings from public ways, subject to all applicable licenses, permits, and approvals, provided in addition that any new construction shall meet the Secretary's Standards;
- (d) the right to provide and maintain a plaque on the Property giving notice of the historical significance of the Buildings, subject to Grantee's reasonable approval.

7. Casualty Damage or Destruction. In the event that the House and/or Carriage House 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 any type, other than emergency work to prevent further damage to the structural integrity of the Buildings, 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, the Grantor shall, at its expense, 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. The 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 Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and
- (c) a report of such restoration/reconstruction work necessary to return the Buildings 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 Buildings 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 House or Carriage House 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 House or Carriage House, and/or construct new improvements on the Property. In the event that the House and/or Carriage House is razed or removed with the approval of the Grantee, Grantor and Grantee may seek to extinguish this Restriction, as it relates to the House and/or Carriage House 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 Buildings insured by an insurance company rated "A" or better by Best's, or its 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 Buildings 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 Buildings and the Property; the presence or release in, on, or about the Buildings 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 Buildings 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: Laura Emily de la Torre Bueno
83 Belmont Street
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 the Property, including the interior of the Buildings, 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 Buildings 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 effective date as defined by Paragraph 21;
- (b) twenty-five (25%) of the total Grant; if between the tenth anniversary and the twenty-fifth anniversary of the effective date as defined by Paragraph 21;
- (c) ten (10%) of the total Grant; if between the twenty-fifth anniversary and the fiftieth anniversary of the effective date as defined by Paragraph 21;
- (d) zero (0%) of the total Grant; if after the fiftieth anniversary of the effective date as defined by Paragraph 21.

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 Buildings 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 23 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 effect 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.

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: First mortgage granted to Grantor by Winter Hill Federal Savings Bank, recorded with Middlesex South Registry of Deeds in Book 41667, Page 417, recorded December 23, 2003.
- b: Second mortgage granted to Grantor by Wainwright Bank & Trust Company, recorded with Middlesex South Registry of Deeds in Book 46141, Page 123, recorded September 23, 2005.
- c: Third mortgage granted to Grantor by RTN Federal Credit Union, recorded with Middlesex South Registry of Deeds in Book 73710, Page 365, recorded November 25, 2019.


The Winter Hill Federal Savings Bank, Wainwright Bank & Trust Company, and RTN Federal Credit Union have Assented to subordinate their mortgages to this Restriction, such Assents attached as Exhibit G and incorporated herein by this reference.

Owner agrees not to enter into or permit other mortgages, liens, or leases affecting the Premises prior in right to his Restriction.

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.

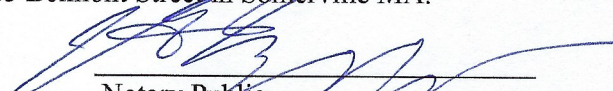
GRANTOR: Laura Emily de la Torre Bueno


Laura Emily de la Torre Bueno

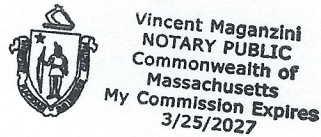
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 5 day of JANUARY, 2021, before me, the undersigned notary public, personally appeared Laura Emily de la Torre Bueno, provided to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that Laura Emily de la Torre Bueno signed it voluntarily for its stated purpose, as owner of 83 Belmont Street in Somerville MA.


Notary Public
My commission expires: 3-25-27

(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 preceding or attached document, and acknowledged to me that Eric Parkes signed it voluntarily for its stated purpose, as Chair, City of Somerville Historic Preservation Commission.

Notary Public
My commission expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that 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
Massachusetts Historical Commission

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 preceding 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 improvements thereon in Somerville, Massachusetts, including the buildings, and being and intending to be the same land more particularly described in deed recorded at Middlesex South Registry of Deeds in Book 22407, Page 16, and described as follows:

The land with buildings thereon, situated in Somerville, Middlesex County, Massachusetts, being the Lots numbered 32 and 33 on a Plan of Land belonging to James D Prindle, made by Charles D. Elliot, dated June 2, 1890 and recorded in the Middlesex South District Deeds in Plan Book 64, Plan #32, and bounded and described as follows:

NORTHWESTERLY by Belmont Street, one hundred two (102) feet;

NORTHEASTERLY by Lot #31, as shown on said plan eighty (80) feet;

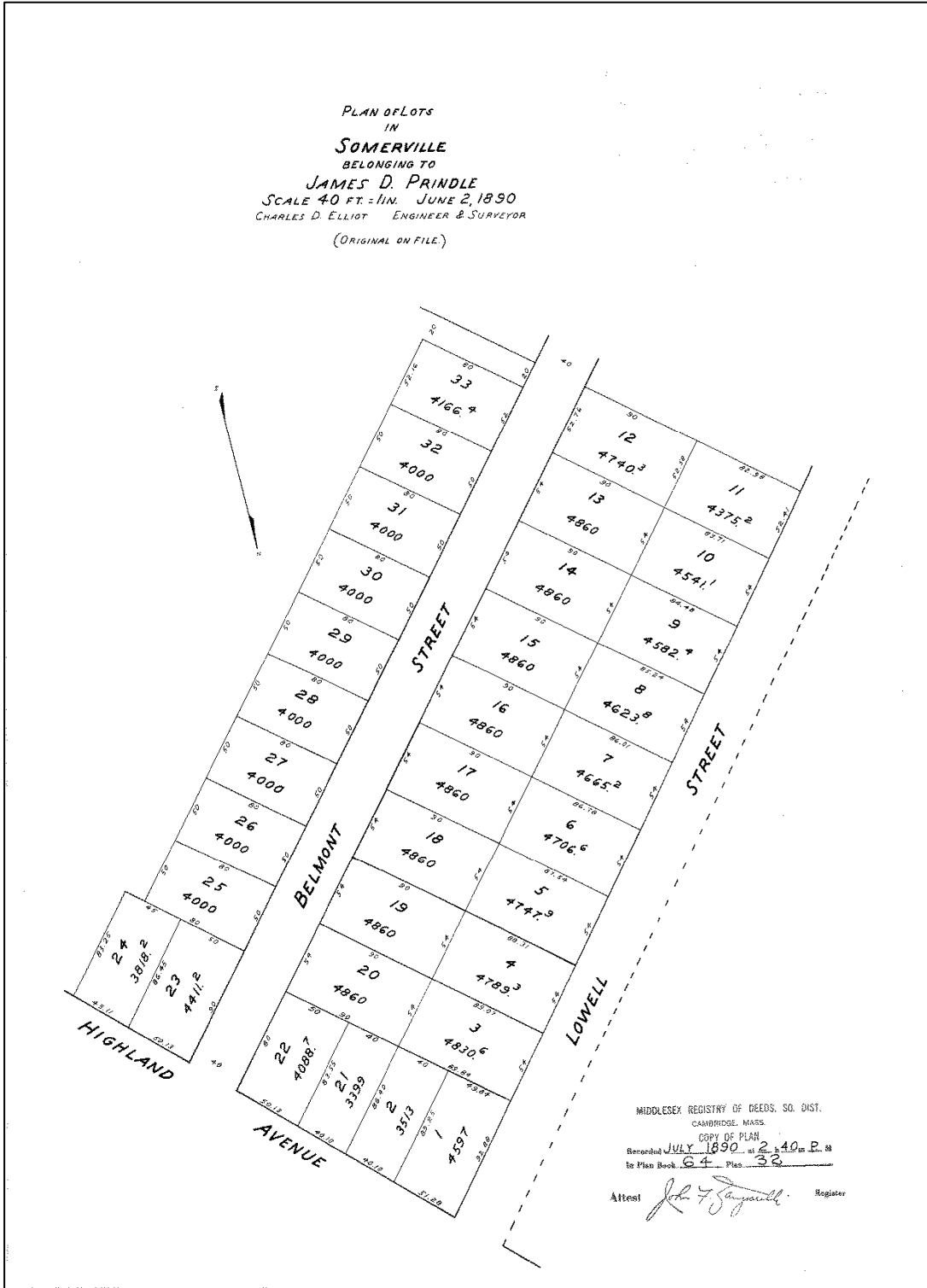
SOUTHEASTERLY by land of owners unknown, as shown on said plan, one hundred two and 16/100 (102.16) feet;

SOUTHWESTERLY by land of owners unknown, as shown on said plan, eighty (80) feet.

Containing 8,166 square feet of land more or less.

EXHIBIT B
Recorded Plan

Plan of Lots in Somerville Belonging to James D. Prindle from June 2, 1890, Charles D. Elliot Engineer & Surveyor.



Source: Middlesex Registry of Deeds, South District, Plan Book 64, Plan 32.

EXHIBIT C

City of Somerville Assessor's Map

Parcel 43/B/13



EXHIBIT D

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

83 BELMONT STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SMV 216

 Listed in the National Register of Historic Places.**ARCHITECTURAL DESCRIPTION:**

Constructed between 1893 and 1894, the Joseph Knightley James House is an excellent example of an estate style residence in Somerville. The Queen Anne style home and carriage house serves as a reminder of estate-like settings that had existed in Somerville in a neighborhood now largely dominated by two-family residences.

The Joseph K. James House is two and a half stories, five by three bays with a polygonal tower at its northeast corner. The building has a roughly L-shaped footprint with a raised basement and is supported by a mortared granite block foundation. The exterior of the building features wood shingles and trim along with bay window projections; single, paired and ganged window openings; and a large columned porch along the façade (west elevation). The shingle siding flares out the first and second stories. Below the roofline is a boxed cornice and fascia board. Windows are typically wood and include oculi, double-hung 1/1 windows as well as sidelights (some with leaded glass) and stain glass. Additionally, there are some aluminum casement windows. The building has a steeply pitched hip roof covered with asphalt shingles, three dormers, two chimneys and the polygonal tower.

At the first story on the facade is the columned porch featuring short Tuscan style columns in groups of three supported by recessed paneled newel posts part of the porch's balustrade with square balusters. At the base of the porch is lattice. The porch's hip roof is covered with asphalt shingles and has a pediment over the front staircase with decorative scrollwork that may be hand carved featuring a lion's head with surrounding rosettes and foliated reliefs. The porch's ceiling consists of beadboard. Sheltered by the porch is the projecting front entrance flanked by two leaded glass lozenge pattern windows and consisting of a glazed panel door with molded wood trim. The glazed panel is protected by elaborate iron scrollwork. Above the front entrance at the second story is the only arched window opening on the building as well as flanking oculi with elaborate trim including wood keystones. A polygonal dormer is also centered above the front entrance at the roof.

The south elevation contains an entrance to the third floor apartment accessed by a small set of steps with wood balustrade. To the left (west) of the entrance is a polygonal bay window and an oculus. The entrance consists of a fiberglass panel door. To the right (east) of the entrance are aluminum casement windows. A wood cornice as well as the shingle flare delineate the start of the second story on this elevation. Above the entrance is a tripartite window with recessed panels functioning as mullions and the flanking windows with one consisting of leaded glass. The second story also contains a set of paired windows and single window openings. Dormers on this elevation are gable dormers with heavy pediments.

The rear (east) elevation projects one extra bay width at the southern end of the building, which contain the entrances on this elevation including the projecting basement entrance and a first story entrance facing north. The recessed first story entrance consists of a wood panel door, short balustrade and steps with a beadboard ceiling. This elevation lacks the detail seen on the other elevations with single window openings containing 1/1 double-hung windows, a cornice delineating the first and second stories and a pedimented gable end at the roof at the southeast corner and a pedimented gable dormer on the roof.

The north elevation contains the corner polygonal turret with octagonal roof and finial. This elevation has large tripartite windows with a stained glass transom at the first story flanked by narrow single-sash windows as well as single window openings with 1/1 sash. A cornice and shingle flare delineates the start of the second story, which wraps around from the rear elevation and terminates at the front porch.

The interior of the building is well preserved despite updates in kitchen and baths and to accommodate an additional dwelling unit at the third floor in the former servant's quarters. Original details such as brass doorknobs and escutcheon plates on the first floor along with spherical wood doorknobs on the second floor are present. Ceiling fixtures, such as the leaded globe in the dining room and the "jeweled" converted gas fixture in the second floor hall may also be original. The foyer, hallway, dining room, north living room, and the entirety of the third floor contain the original cast-iron radiators. At the basement level there are two finished rooms and a larger unfinished space. Generally, the first floor presents a significant amount of quarter sawn oak doors and paneling. The first floor has a center hallway accessed through the front entrance via a vestibule. Off of the center

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

83 BELMONT STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SMV 216

hallway are two flanking parlors, a dining room with a fireplace, a bathroom and the kitchen. The north parlor has a fireplace, the south parlor presents a mantelpiece with a mirrored overmantel. A small hallway accesses the southern parlor from the kitchen and the basement staircase. The center hallway has stained wood paneling and the grand main staircase with square newel posts and turned balusters. The parlors have pocket doors and molded window and door trim with the northern parlor having built-in operable wood storage benches. The southern parlor has a decorative mantel with its scrollwork including center cherub, Corinthian pilasters, seashells and wreaths. The fireplace surround also includes decorative tile with a floral pattern. The northern parlor's fireplace has a brick surround, decorative metal fireback panel and stained wood mantel with inlaid mirror and turned posts. The dining room can be accessed through the northern parlor and center hallway and also contains a fireplace as well as a decorative stain glass window. The dining room fireplace is in a similar style to the northern parlor fireplace with a stained mantel and turned posts as well as a green tile surround and the metal fireback panel has a basket weave design. Built into the mantel is a cabinet with leaded glass doors. The kitchen and first floor bath are modern, but contain historic wood panel doors and surrounds.

The second floor contains a landing for the third floor apartment, which is accessed via its own staircase originating at the first floor south elevation. The second floor also contains bedrooms, closets and a bathroom for the main dwelling unit. Like the first floor, the second floor has molded wood window and door trim and wood panel doors. The second floor center hallway and all rooms (except bathrooms) retain their historic wood flooring. The northeast and southwest bedrooms each present mantelpieces that surround inoperable, faux fireplaces.

The third floor is its own dwelling unit and is largely modern with the exception of window and door surrounds, a built-in hutch and a beadboard ceiling in one bedroom as well as some historic wood flooring.

Also on the property is a carriage house at the northeast corner. The one and a half story three by two bay building is supported by a mortared granite block foundation with a rectangular footprint. The building has wood shingle cladding with wood trim and singular window openings. Like the house, the shingle siding has a flare on the carriage house, though around the foundation. The building has at the first story (façade) two glass sliding doors in place of the original carriage doors. On the south elevation is a modern glazed fiberglass panel door sheltered by a shingle portico and a modern wood 1/1 double-hung window. The rear (east) elevation has two small rectangular fixed windows, while the north elevation has one modern 1/1 double-hung window. A fascia board and boxed cornice wrap around the building below the roofline broken up by the front gable dormer. The carriage house has a hip roof covered with asphalt shingles; an octagonal cupola with a copper roof, louvers and a weathervane; a brick chimney and three gable dormers. The north and south elevation dormers are identical, each with a full pediment over their 1/1 double-hung windows. The front dormer has a set of French doors and balustrade in place of the former hayloft door that results in a broken pediment above.

The interior of the carriage house consists of the livingroom, kitchen and bathroom on the first floor with two bedrooms and a bathroom on the second floor. The building retains its historic wood paneling on the first floor and in a portion of the staircase to the second floor. Aside from the wood paneling the building consists of modern drywall and finishes.

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.

83 Belmont Street was constructed for Joseph Knightley James (1849-1910) his wife Eliza and their family. Joseph James was a partner at the Henry James & Sons Soap Company on Columbia Street in Somerville at the time of its construction. James was an English immigrant and previously worked as a brass finisher, while Eliza an Irish immigrant, kept house. James and his family previously lived at 16 Brastow Avenue and 26 Houghton Street in Somerville. In 1893 Thomas Marriott James (1875-1942), an aspiring architect, was commissioned by his parents Joseph and Eliza to design a new family home on the lot at 83 Belmont Street at the crest of Spring Hill. The large bay windows and the house's location afforded great views of the area. Joseph lived at the property until his death in 1910 with Eliza selling the house a year afterward. Over the course of the 20th century, the property changed ownership frequently; two long-term owners were Joseph F. Dineen in from 1951 until 1979 and the present owner, Laura de la Torre Bueno, who purchased the property in 1992.

Continuation sheet 2

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

83 BELMONT STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

SMV 216

In 1989 the carriage house was converted into a standalone dwelling unit. Additionally, the former servant's quarters was also converted into a separate apartment, resulting in modifications of the servant's staircase and the second floor to create the existing landing at the second floor for that apartment as well as its own separate entrance on the south elevation.

Thomas Marriott James went on to become a noted architect after his first commission designing the family home. After working for other firms and having brief partnerships, James formed his own architectural firm, Thomas M. James & Company in 1909. Where previously he had focused on residential buildings, his firm specialized in designing bank buildings in a variety of styles throughout New England and the Midwest, while taking on other commissions as well. One notable commission is the circa 1908 Shubert Theatre in Boston listed on the National Register of Historic Places.

BIBLIOGRAPHY and/or REFERENCES:

Ancestry.com, Federal census, Vital records and City of Somerville directories
Atlas of Middlesex County, Somerville: 1895
City of Somerville Assessors Database and Maps
Conley, Patricia. 1998. Joseph K. James House National Register Nomination
Somerville Journal. March 17, 1894. "New House for Joseph K. James on Belmont Street – Permits to Build and Other Real Estate Notes."

ADDITIONAL PHOTOGRAPHS:

West elevation / façade of 83 Belmont Street

Continuation sheet 3

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

83 BELMONT STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

	SMV 216
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South and East elevations of 83 Belmont Street



View of interior first floor vestibule and staircase

Continuation sheet 4

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

83 BELMONT STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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View of living room at first floor



View of west elevation of the carriage house

Continuation sheet 5

INVENTORY FORM B CONTINUATION SHEET

SOMERVILLE

83 BELMONT STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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	SMV.216
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View of interior of first floor of carriage house

Continuation sheet 6

EXHIBIT E-1 – MAIN HOUSE EXTERIOR PHOTOGRAPHS
Five (5) Photographs taken by Eric Dray, November 2020



Photo 1 (E-1). West Elevation.



Photo 2 (E-1). South Elevation.



Photo 3 (E-1). South and East Elevations.



Photo 4 (E-1). North Elevation.



Photo 5. North and West Elevations.

EXHIBIT E-2 – MAIN HOUSE INTERIOR PHOTOGRAPHS – FIRST FLOOR
Eleven (11) Photographs taken by Laura Emily de la Torre Bueno, February 2021



1A. Entrance Foyer, looking northwest.



1B. Detail of Entrance Foyer, looking northwest.



2A. Main Hallway, looking northwest.



2B. Main Hallway, looking southeast.



3A. Living Room, looking south.



3B. Living Room, looking north.



4A. Dining Room, looking east.



4B. Dining Room, looking west.



5A. Parlor, looking west.



5B. Parlor, looking east.



6A. View of relocated broom closet door in Kitchen, looking southwest.

EXHIBIT E-3 – MAIN HOUSE INTERIOR PHOTOGRAPHS – SECOND FLOOR
Eleven (11) Photographs taken by Laura de la Torre Bueno, February 2021



7A. Second Floor Main Hall, looking northwest. 7B. Second Floor Main Hall, looking southeast.



7C. Second Floor Hall Niche, looking northwest.



8A. Master Bedroom, looking north.



8B. Master Bedroom, looking south.



9A. Front Office, looking south.



9B. Front Office, looking north.



10A. Back Office, looking east.



10B. Back Office, looking west.



11A. Back Bedroom, looking south.



11B. Back Bedroom, looking north.

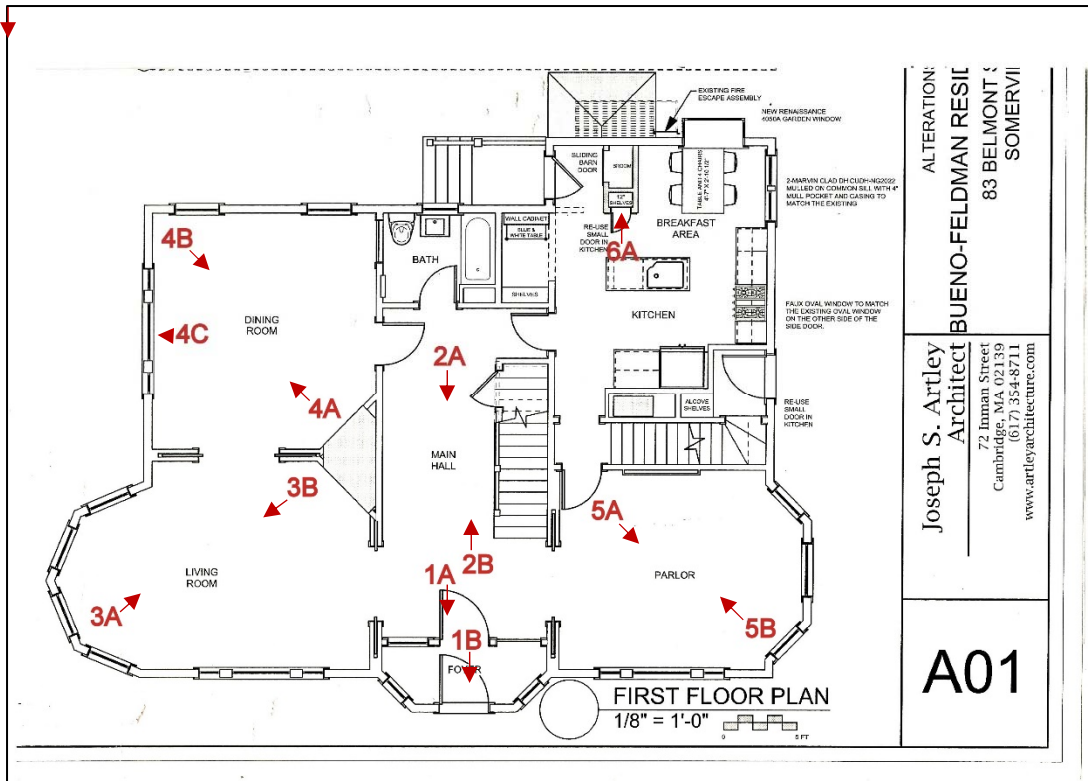


Figure 1. Photo locator diagram – First Floor.

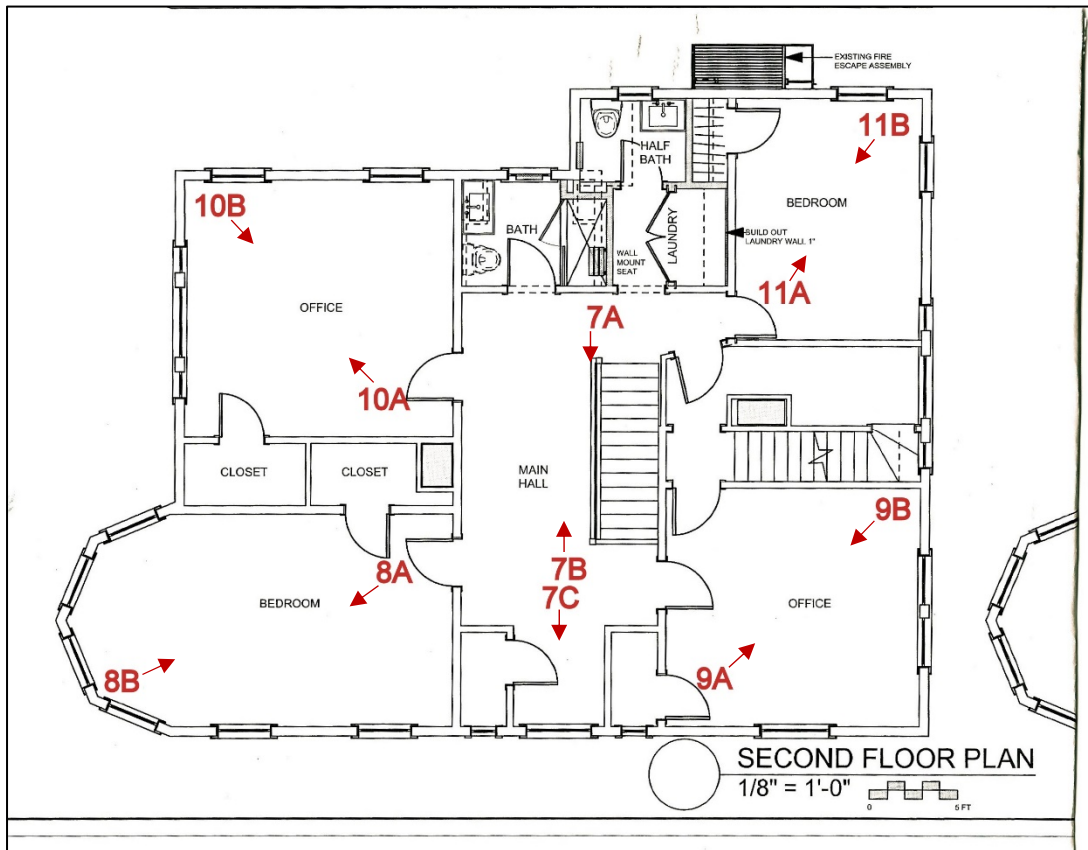


Figure 2. Photo locator diagram – Second Floor.

EXHIBIT E-3 – CARRIAGE HOUSE EXTERIOR PHOTOGRAPHS
Four (4) Exterior Photographs taken by Eric Dray, November 2020



Photo 1. West Elevation.



Photo 2. South Elevation.



Photo 3. North and East Elevations.



Photo 4. North Elevation.

EXHIBIT E-4 – (3) Carriage House Interior Photographs



Photo 1. View of living room, looking west (Source: Jack Levin, December 2017).



Photo 2. View of living room, looking northeast (Source: Laura Emily de la Torre Bueno, February 2020).



Photo 3. View of kitchen, looking south (Source: Laura Emily de la Torre Bueno, February 2020).

EXHIBIT F

RESTRICTION GUIDELINES

A. MAJOR VS. MINOR

The purpose of the Restriction Guidelines is to clarify paragraphs 2, 3 and 4 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 – Exterior or interior 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, wallpaper, Lincrusta, ornamental woodwork, stone, 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.

WALLS/PARTITIONS

Minor – Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangements of a non-significant portion of the building.

Major – Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangements; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts and piping); 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 Buildings, 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 Buildings and Interior Rooms 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 Buildings including the following:

Exterior

1. Granite foundation.
2. Front entrance and porch.
3. Ornamental trim.
4. Roof dormers.
5. Turret, including copper finial.

Site

View of Buildings from Belmont Street and Spring Hill Terrace.

Interior Rooms - House

1. Stained glass window in Dining Room.
2. Fireplaces surrounds in Living Room and Dining Room.
3. Lincrusta in Foyer.
4. Doors, including door hardware.
5. Gas light fixtures (altered for electricity).

6. Main Stairway.

Interior Rooms - Carriage House

1. Horizontal tongue-in-groove walls.
2. Tongue-in-groove ceilings.

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 City's primary objective for the Property.

EXTERIOR

1. *Paint*: Changes in exterior paint colors must be historically appropriate and must be approved by the Grantee.
2. *Roof material*: The roof is currently clad with gray asphalt singles that replicate the appearance of slate. New roofing material must match the existing, or replicate the original roofing material.
3. *Foundation and exterior walls*: If repointing is needed, 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. If replacement fieldstones are required, they must match the existing in color and size. Sealants are not permitted on the masonry or mortar.
4. *Dormers and Skylights*: New dormers are not permitted. Skylights are permitted if minimally visible from a public way.
5. *Trim and Decoration*: Maintain original brownstone and wood trim as possible, replace-in-kind if necessary.
6. *Windows*: Most window were replaced with thermal windows, matching the original windows in muntin pattern and color. If these windows require replacement, the new windows must match the existing or return to wood, true-divided windows, replicating the original window systems. Original wood windows which have not been replaced, including the window system on the north elevation, must be repaired and, if the existing original windows require replacement, they must be replaced-in-kind, i.e. wood, single-glazed, true-divided sash.
7. *Doors*: All doors have been replaced. New doors must match the existing, or replicate the original in design and material.
8. *Building-Attached Lighting Fixtures*: Light fixtures may be used but must be minimal in appearance, appropriate to the Buildings.
9. *Equipment*: Window mounted HVAC or other ventilation equipment are not permitted. Openings made for HVAC or other equipment on the exterior of the Buildings must be located in a manner that does not detract from the Buildings.
10. *Additions*: Any new additions must comply with the Secretary of Interior Standards for Rehabilitation.
11. *Exterior landscape features*: Exterior landscape features, including plantings, trees, walkways and fences must not obscure the view of the Buildings from the street.

INTERIOR ROOMS – MAIN HOUSE

1. Major alterations to the Interior Rooms, including Key Features will be governed by the Secretary's Standards.
2. Historically significant features, including Key Features, must be repaired. If repair is not possible, they must be replaced-in-kind, including, where possible, materials.
3. Interior Rooms may not be subdivided or otherwise spatially altered.
4. Opening into and between Interior Rooms may not be altered.

EXHIBIT G
Assent by Mortgagee - RTN Federal Credit Union

RTN Federal Credit Union, which has its principal office at 600 Main Street, Waltham, MA 02452, is Mortgagee on a Mortgage from Laura Emily de la Torre Bueno on the property, which is located at 83 Belmont Street, Somerville, Massachusetts. Said mortgage is dated November 20, 2019 and is recorded with the Middlesex South Registry of Deeds, Book 73710, Page 365.

Said Mortgagee hereby assents to the Preservation Restrictions from its Mortgagor, Laura Emily de la Torre Bueno, to the City of Somerville acting by and through its Somerville Historic Preservation Commission, as set forth in an agreement dated _____ and to be recorded with the Middlesex South Registry of Deeds, and agrees that upon the Mortgagee's exercise of its right to foreclose on the mortgaged property it shall assume the burden of the Preservation Restrictions accepted by the Mortgagor.

IN WITNESS HEREOF said Mortgagee has hereunto set its hand and seal this _____ day of _____ 2022.

By: _____

(Print Name/ Title): _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ___ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that _____ signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

(seal)

Assent by Mortgagee - Wainwright Bank & Trust Company

Wainwright Bank & Trust Company, which has its principal office at 265 Franklin St, Boston, MA 02110, is Mortgagee on a Mortgage from Laura Emily de la Torre Bueno on the property, which is located at 83 Belmont Street, Somerville, Massachusetts. Said mortgage is dated September 16, 2005 and is recorded with the Middlesex South Registry of Deeds, Book 46141, Page 123.

Said Mortgagee hereby assents to the Preservation Restrictions from its Mortgagor, Laura Emily de la Torre Bueno, to the City of Somerville acting by and through its Somerville Historic Preservation Commission, as set forth in an agreement dated _____ and to be recorded with the Middlesex South Registry of Deeds, and agrees that upon the Mortgagee’s exercise of its right to foreclose on the mortgaged property it shall assume the burden of the Preservation Restrictions accepted by the Mortgagor.

IN WITNESS HEREOF said Mortgagee has hereunto set its hand and seal this _____ day of _____ 2022.

By: _____

(Print Name/ Title): _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ___ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that _____ signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

(seal)

Assent by Mortgagee - Winter Hill Federal Savings Bank

Winter Hill Federal Savings Bank, which has its principal office at 342 Broadway, Somerville, Massachusetts 02145, is Mortgagee on a Mortgage from Laura Emily de la Torre Bueno on the property, which is located at 83 Belmont Street, Somerville, Massachusetts. Said mortgage is dated December 18, 2003 and is recorded with the Middlesex South Registry of Deeds, Book 41667, Page 417.

Said Mortgagee hereby assents to the Preservation Restrictions from its Mortgagor, Laura Emily de la Torre Bueno, to the City of Somerville acting by and through its Somerville Historic Preservation Commission, as set forth in an agreement dated _____ and to be recorded with the Middlesex South Registry of Deeds, and agrees that upon the Mortgagee’s exercise of its right to foreclose on the mortgaged property it shall assume the burden of the Preservation Restrictions accepted by the Mortgagor.

IN WITNESS HEREOF said Mortgagee has hereunto set its hand and seal this _____ day of _____ 2022.

By: _____
(Print Name/ Title): _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ___ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that _____ signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

(seal)