

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

**THIS PRESERVATION RESTRICTION** (this “Restriction”), is made this \_\_\_\_ day of \_\_\_\_\_, 2021, between the Somerville Historical Society dba Somerville Museum (“Grantor”), 1 Westwood Road, Somerville, MA 02143, and the City of Somerville acting by and through its Historic Preservation Commission (“Grantee”), a governmental body in the Commonwealth of Massachusetts.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located at 1 Westwood Road, in the City of Somerville, Middlesex County, Massachusetts (hereinafter referred to as the "Property"), being that property conveyed by Adelbert B. Carpenter in a deed dated and recorded on January 26, 1922 with the Middlesex South Registry of Deeds, Book 4489, Page 435, more particularly described in the aforesaid deed and in Exhibit A, attached hereto and incorporated herein by this reference; and shown as Lot “1” [one] on a plan entitled “Plan of Land in Somerville owned by Fannie I. Bradshaw and Reuben P. Benton” dated September 12, 1894, recorded with the Middlesex South Registry of Deeds at the end of Book 2318, recorded on November 30, 1894 (the “1894 Plan”) a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and shown on an Assessor Parcel Map for Parcel 43-F-14 (Exhibit C), attached hereto and incorporated herein by this reference, said Property including the following building (hereinafter referred to as the “Building”);

The Building is a two-story Federal Revival-style building, executed in red brick, with brick quoins at the corners of the museum and a row of vertically-oriented bricks creating a beltcourse between the first floor and basement. A vertical line of quoins defines a flat pavilion at the rear of the south side elevation. This elevation has its own enclosed pediment above the continuous cornice. A slate roof, whose ridge runs front to back, covers the building. The front façade has an enclosed pediment, with a circular window in the middle. The centered entrance is accessed by five granite steps leading to a shallow landing. The steps are bordered by conical granite bollards with curvilinear wrought iron rails surmounting the granite side walls, and a modern wrought iron hand rail in the middle. The side walls of the front steps are finished with large rusticated granite blocks. The eight-paneled double entry doors are flanked by engaged columns and surmounted by a fanlight with interlaced mullions and a Federal Revival-style broken-pedimented lintel. Two square-headed 12/12 double-hung windows flank the entry. These windows have projecting concrete sills and flush, flared concrete lintels. The second floor of the front (east) façade has an 8/8 double-hung window centered over the entry. This window has a projecting concrete sill and a slanted brick lintel with a center concrete keystone. This window is flanked by two round-headed double-hung windows with interlaced mullions. Their surrounds have concrete projecting sills and flush brick lintels with concrete keystones and concrete blocks demarcating the bottoms of the arched lintel. The basement level has one horizontal opening with a four-light fixed sash to the right of the entrance stairs. There are five similar basement openings on the north elevation, two on the south elevation, and two in the rear (west) elevation, some of which are infilled with modern metal louvers. There is also an excavated well on the north elevation with stairs down to an entrance with a metal clad door. The south side elevation has seven bays – six

windows and a raised entrance on the first story and seven windows on the second story. This elevation is vertically divided by brick quoining between the fourth and fifth bays. The first story windows are similar in design and material to those on the front (east) elevation. The second story windows on the east side of the line of quoins have round heads with surrounds similar those of the two round-headed windows on the front (east) elevation, and those west of the quoins have flat heads like those on the first story. The raised entrance on this elevation is accessed by concrete steps leading to a large concrete entrance porch. The steps and landing have a modern wrought iron handrail. The entrance consists of a metal-clad six-panel door set in a surround with a three-paned transom above. The main entry was changed to the south elevation in 1986. Before this change, the first floor of the rear pavilion contained a door in the last bay and a small Palladian window to its right. The Palladian window was removed and the current configuration was built. The north elevation has the same system of windows as the south elevation for the first four (east) bays; and the western portion of this elevation has no openings. The rear (west) elevation has three evenly-spaced, but off-set 6/6 double-hung sash set in surrounds with concrete projecting sills and brick lintels.

The main exhibition hall of the Museum includes Charles Bulfinch's "Flying Double Staircase," which Bulfinch had designed for the Joseph Barrell Mansion (later the McLean Asylum) in 1792. The staircase consists of two slightly curved stairs comprised of molded box treads that have curvilinear molding on the sides and mahogany handrails with simple rounded balusters. These two sets of stairs meet in the middle below the upper landing, and then a single set of stairs rises to the landing. This landing is supported by fluted Corinthian columns, and the face of the landing has raised curvilinear molding in a wave pattern. The hall also includes the front doors of the original Somerville Library designed by George Loring. These paired wood doors each have two molded panels below and two windows above. The door surround includes pilasters which are carved with an elegant entwined rope pattern. The capitals of the pilasters and the header above the door have carved acanthus molding. There is a large semi-circular transom window above the door. The frame of this window is ornamented with intermittent reeded carving. The leaded glass window has an unusual pattern of small square and larger circular glass. The Bullfinch stairs and Loring doors are hereinafter referred to as "Protected Interior Features";

WHEREAS, the Building and Property are included in the Westwood Road Local Historic District established by the City of Somerville on March 11, 1985, are a contributing resource to the Westwood Road Historic District listed in the National Register of Historic Places on September 18, 1989 as a part of the Somerville Multiple National Register Resource Area; are subject to a preservation restriction held by the Massachusetts Historical Commission recorded on November 17, 1986; and as a result of the foregoing, are listed in the State Register of Historic Places. The Building and Property 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;

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 are documented with the following: Legal Property Description (Exhibit A); the 1894 Plan (Exhibit B); City of Somerville Assessors Map for Parcel 43-F-14 (Exhibit C); MHC Inventory Form prepared by Barbara Mangum, July 2013 (Exhibit D); and nine (9) photographs taken by Eric Dray in September, 2017 and March, 2018

(Exhibit E). Exhibits A, B, C, D and E, all attached hereto and incorporated herein by this reference, are hereinafter referred to as the "Baseline Documentation," which Baseline Documentation Grantor and Grantee agree provides an accurate representation of the Building 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 \$168,191 in Community Preservation Act funds (the "Grant") in a meeting convened on March 26, 2015, Agenda item #198620, for the rehabilitation of the Somerville Museum;

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 and Protected Interior Features pursuant to the Act.

NOW, THEREFORE, for 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 and Protected Interior Features of the Building, as described and documented in the Baseline Documentation, will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the Building that will significantly impair or interfere with the Preservation Values of the Building (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 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 and Protected Interior Features 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 and Protected Interior Features in sound structural condition and a good state of repair. Subject to the casualty provisions of Paragraphs 7 and 8, this obligation to maintain shall require repair, restoration, replacement, rebuilding, and reconstruction of the Building whenever necessary in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68), as these may be amended from time to time (the "Secretary's Standards"), and in accordance with the Restriction Guidelines in Exhibit F which attached hereto and incorporated herein by this reference.

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

- (a) the Building and Protected Interior Features (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 exterior or Protected Interior Features, including the alteration, partial removal, construction, remodeling, or other physical or structural change, or any changes in material or color or any change to the footprint, size, mass, ridgeline, and rooflines of the Building, or 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, 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 Building; to review any construction, repair, restoration, alteration, reconstruction or construction; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Grantee shall apply the Secretary's Standards and the Restriction Guidelines in Exhibit F.

5. Public Access. The Museum will be open one day per month free of charge to the public. Date and hours to be reasonably determined between the Grantor and Grantee. Failure to comply with

the requirements of this paragraph may result in Grantee requiring repayment of all or a portion of the Grant received by the Grantor.

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 Protected Interior Features; 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 and Protected Interior Features 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 the Protected Interior Features. 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; and
- (c) 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 or Protected Interior Features of any type, other than emergency work to prevent further damage to the structural integrity of the Building or the exterior of the Building or Protected Interior Features, 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 21 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances.

9. Insurance. Grantor shall keep the Building insured by an insurance company rated "A-" or better by Best's, or is current-day equivalent, as the case may be, for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver annually and within ten (10) business days of any additional written request by the Grantee, certificates of such insurance coverage. Upon presentation of evidence by the Grantee that the insured value is less than the actual replacement value, then the Grantor shall purchase additional insurance sufficient to cover the actual replacement value. In the event that such a presentation has been made that the insurance is insufficient, the Grantor shall pay for the Grantee's cost in procuring such evidence. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. Hold Harmless. Grantor hereby agrees to protect, hold harmless, and defend Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Building, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors.

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: Somerville Historical Society  
1 Westwood Road  
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 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 measure to remedy, 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 to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

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 to an entity unaffiliated with the Grantor 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 City 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.

Should the Grantee's Community Preservation Fund no longer exist for any reason, such as the Grantee 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. Dissolution. Upon the dissolution of the Grantor, the Board of Trustees after paying or making provision for the payment of all of the liabilities of the Grantor shall dispose of all of the assets of the Grantor exclusively for the purpose of the Grantor in such manner or to such organizations(s) organized and operated exclusively for charitable, educational, religious purposes as shall at the time qualify as exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) as the Board of Trustees shall determine. Any assets not disposed of shall be disposed of by a court of competent jurisdiction, in which the principal office of the Grantor is then located, exclusively for such purposes or to such organization(s) as the court shall determine which are organized and operated exclusively for such purposes.

25. 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 25 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.

26. 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.

27. 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.

28. Subordination. Grantor and Grantee acknowledge that of the date of this Restriction, the Property, and the Building are subject to a Perpetual Preservation Restriction Agreement held by the Commonwealth of Massachusetts by and through the Massachusetts Historical Commission and recorded with the Middlesex South Registry of Deeds on November 17, 1986 in Book 17581, Page 566 (hereinafter the "MHC Agreement"). Grantor agrees that in addition to complying with the terms and conditions of this Restriction, Grantor will continue to comply with the restrictions contained in the MHC Agreement, as it may be amended from time to time. Grantor and Grantee agree that this Restriction shall be subservient to the MHC Agreement and further agree that should any dispute arise between Grantee and the Massachusetts Historical Commission in the process of fulfilling the requirements of these restrictions, the Grantee shall defer to the demands and requirements set out by the Massachusetts Historical Commission.

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: Somerville Historical Society dba Somerville Museum  
By and through its President, Board of Directors

\_\_\_\_\_  
Barbara Mangum, President

and

Somerville Historical Society dba Somerville Museum  
By and through its Treasurer, Board of Directors

\_\_\_\_\_  
Dyan Blewett, Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Barbara Mangum 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 Barbara Mangum signed it voluntarily for its stated purpose, as President, Board of Directors, of Somerville Historical Society dba Somerville Museum.

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

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Dyan Blewett, 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 Dyan Blewett signed it voluntarily for its stated purpose, as Treasurer, Board of Directors, of Somerville Historical Society dba Somerville Museum.

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

(seal)

**APPROVAL AND ACCEPTANCE BY CITY OF SOMERVILLE**

On \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, the Somerville Historic Preservation Commission, by majority vote, voted to Accept this Agreement.

Historic Preservation Commission:

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

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Eric Parkes, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Eric Parkes signed it voluntarily for its stated purpose, as Chairman, City of Somerville Historic Preservation Commission.

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

(seal)

**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**

**COMMONWEALTH OF MASSACHUSETTS**

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

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

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_ day of \_\_\_\_\_, 2021, 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**

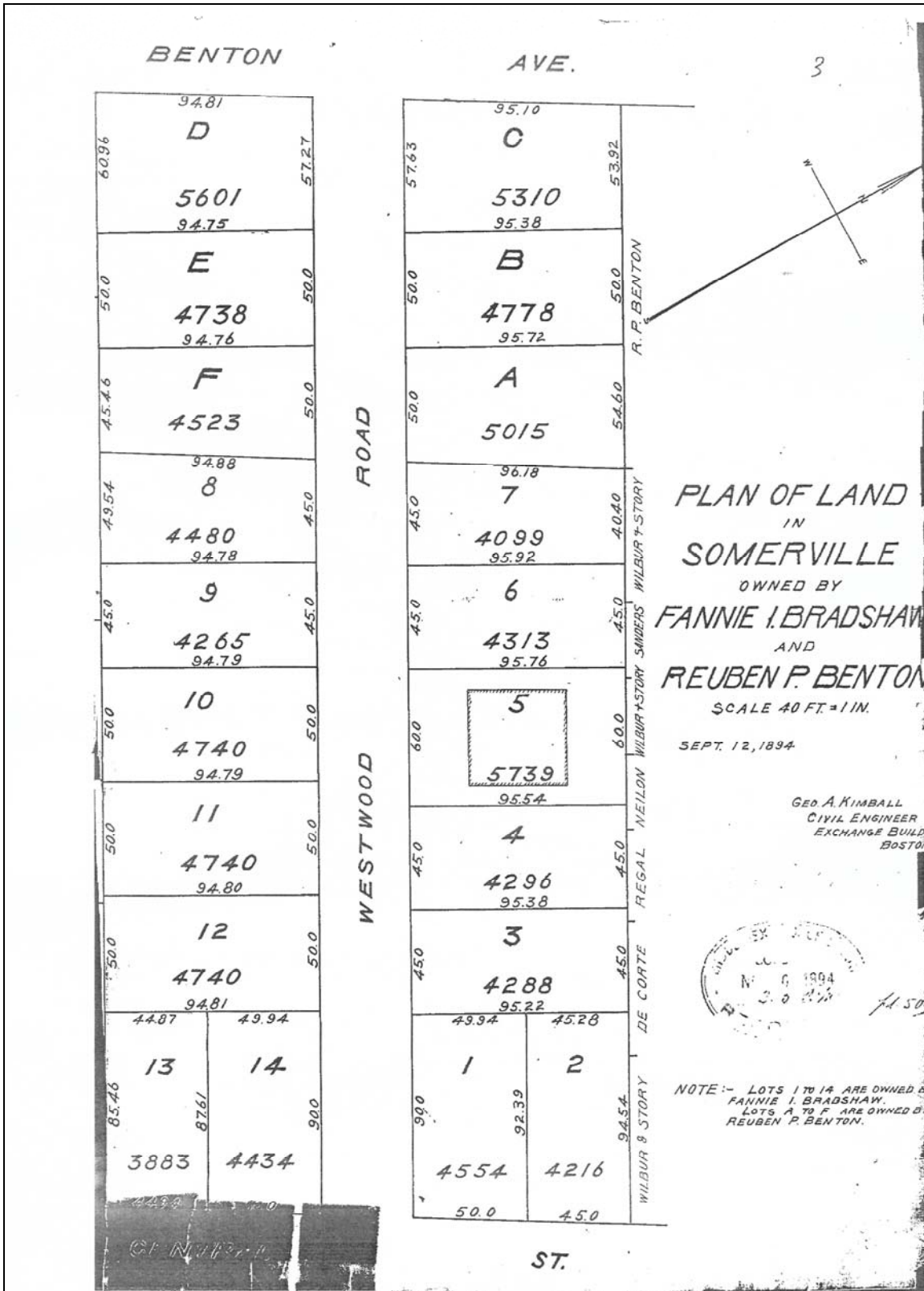
The land, with subsequent improvements thereon, in Somerville, Massachusetts described in a 1922 deed, Book 4489, Page 435, described as follows:

A certain parcel of land, being lot one (1) on a plan of land in Somerville owned by Fannie I. Bradshaw and Reuben P. Benton, George A. Kimball, surveyor, dated September 12, 1894, and recorded with Middlesex South District Deeds at the end of Book 2318, and bounded: beginning at the corner of Central Street and Westwood Road and thence running northeasterly by Central Street fifty (50) feet to land formerly of Charlotte M. Carpenter, thence turning and running northwesterly by land of said Charlotte M. Carpenter, ninety two and 39/100 (92.39) feet to land now or formerly of Elizabeth D. Sibley, thence turning and running southwesterly by land of said Elizabeth D. Sibley, forty nine and 94/100 (49.94) feet to Westwood Road and thence turning and running southeasterly by Westwood Road, ninety (90) feet to the point of beginning, containing forty five hundred and fifty four (4554) square feet.

Source: Middlesex South District Registry of Deeds, Book 4489, Page 435

**EXHIBIT B**

**“Plan of Land in Somerville owned by Fannie I. Bradshaw and Reuben P. Benton” dated September 12, 1894**



# RXHHIBIT C

## Assessor Map, parcel 43-F-14



**EXHIBIT D**  
**MHC INVENTORY BUILDING FORM, prepared by Barbara Mangum, 2013**

**FORM B – BUILDING**

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

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

Map 43, Block F, #14	Boston North	AT, AP, AY	SMV.14
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LHD 3/11/1985, NRMRA 9/18/1989, NRDIS 9/18/1989, PR 11/14/1986

**Town/City:** Somerville

**Place:** (*neighborhood or village*): Westwood Road  
 Local Historic District

**Address:** 1 Westwood Road, Somerville, MA 02143

**Historic Name:** Somerville Historical Society (SHS)

**Uses:** Present: Cultural Center and Museum  
 Original: SHS meeting place and library

**Date of Construction:** 1925-1929

**Source:** Carole Zellie, Landscape Research, 1980  
 Gretchen Schuler. MHC. 1988

**Style/Form:** Federal Revival

**Architect/Builder:** William Dykeman

**Exterior Material:**

Foundation: Stone

Wall/Trim: Brick/Wood

Roof: Slate

**Outbuildings/Secondary Structures:** none

**Major Alterations (*with dates*):** 1986: The rear entrance was remodeled. 2012: Slate roof replaced with North Country Black slate; all copper replaced with copper; wooden elements repaired or replaced in kind. 2013: Exterior wooden windows, doors and trim repaired,  
**Condition:** (Exterior): Good

**Moved:** no  yes  **Date:**

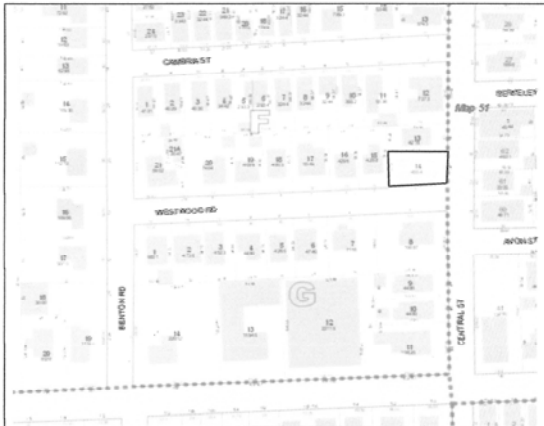
**Acreage:** less than 1 acre

**Setting:** residential

**Photograph**



**Locus Map**



Somerville Museum is #14 on the 'F' block.

**Recorded by:** Barbara Mangum, President of the Trustees

**Organization:** Somerville Museum

**Date (month / year):** July, 2013

RECEIVED  
 AUG 21 2013  
 MASS. HIST. COMM.

**INVENTORY FORM B CONTINUATION SHEET**

SOMERVILLE

1 WESTWOOD ROAD

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

AT, AP, AY	SMV.14
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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 Museum building is a two-story Federal Revival building, executed in red brick, with brick quoins at the corners of the museum. A line of quoins defines a flat pavilion at the rear of the Westwood façade. This façade has its own enclosed pediment above the continuous cornice. A slate roof, whose ridge runs front to back covers the building. The front façade has an enclosed pediment, with a circular window in the middle. The centrally placed double entry doors on Central Street are surmounted by a fanlight with interlaced mullions and has a Federal Revival pedimented surround. Two square-headed 12/12 double-hung windows flank the entry. The second floor of the Central Street façade has an 8/8 double-hung window over the entry and is flanked by two round-headed double-hung windows with interlaced mullions. The two long sides have four bays of double-hung windows running back from the front façade. The upper windows have round heads, while the first floor windows have square heads. The rear of the Northside wall is blank, while the rear pavilion on the Westwood façade has three bays. A single-leafed door is centered in the first floor of the pavilion and is flanked by two square-headed windows. Three square-headed windows are arranged above these openings on the second floor. The rear façade has an open pediment, with the main cornice returning across the rear quoins. There are six off-center, 8/8 double-hung windows on this facade. The lower windows each have a short transom.

The main exhibition hall of the Museum includes Charles Bulfinch's "Flying Double Staircase," which Bulfinch had designed for the Joseph Barrell Mansion (later the McLean Asylum) in 1792. The Society acquired the staircase from the Shaw family of Wayland in the late 1940's, after the Shaws had saved it from demolition in 1892. The front doors, steps and foyer, which formed the original entry to the Museum are from the City's original public library built by George Loring. The main entry was changed to the Westwood Road door in 1986. Before this change, the first floor of the rear pavilion contained a door in the last bay and a small Palladian window to its right. The Palladian window was removed and the current configuration was built. The slate roof was replaced with new slates in 2012. The Central St. doors were painted green in the late 1980s and were scraped and painted white in the restoration that occurred in 2013, in which the windows were also repainted.

The Museum is situated within the Westwood Road Historic District. The street is lined with intact late 19<sup>th</sup> to early 20<sup>th</sup> century high quality architect-designed, Shingle Style, Queen Anne, and Colonial Revival houses. Of the twenty-one homes in the district (excluding the outbuildings), nearly all were designed for single-family use. A variety of original materials are still evident including shingles, fieldstone, leaded glass, and wrought iron work.

**HISTORICAL NARRATIVE**

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

This building is the home of the Somerville Historical Society, renamed the Somerville Museum in 1986. In 1897, a group of professionals, businessmen, religious, social, cultural, educational and municipal leaders came together to found the Somerville Historical Society. Many of these founding members were descendants of the original settlers.

*Continuation sheet 1*

**INVENTORY FORM B CONTINUATION SHEET**

SOMERVILLE

1 WESTWOOD ROAD

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

AT,  
AP, AY

SMV.14

They donated their private archives and historical artifacts to the Society and met and published papers, called the "Historical Leaves" recalling their earlier experiences. These have proven over time to be an invaluable asset to the Museum. Between 1925 and 1929, the building was built as place for the members to meet and organize their artifacts and library. The Museum is the only cultural facility constructed by the community since its founding as a town in 1842, and remains a unique institution to this day supported by its members.

The Museum changed its focus (and name) in 1986 to accommodate and encourage the development of arts and culture in Somerville, as well as history. The Somerville Museum now presents exhibitions featuring local visual arts, history and culture in the context of neighborhoods and community, as well as musical and dramatic performance series; develops hands-on history learning projects in collaboration with the Somerville Public School Department; and is available as a meeting place for local historical and cultural organizations.

**BIBLIOGRAPHY and/or REFERENCES**

- Somerville Historical Society, *Historic Leaves: Society Members, 1898 to 1908*.  
Dykeman, William, *Plans for the Somerville Historical Society (blueprints)*, (1925).  
Fuller, Constce B., Lee, Jeffrey E., *Massachusetts Preservation Projects Fund Project Completion Report* (1986).  
Schuler, Gretchen G., *Massachusetts Inventory Form-B* (September, 1988).

*Continuation sheet 2*



**INVENTORY FORM B CONTINUATION SHEET**

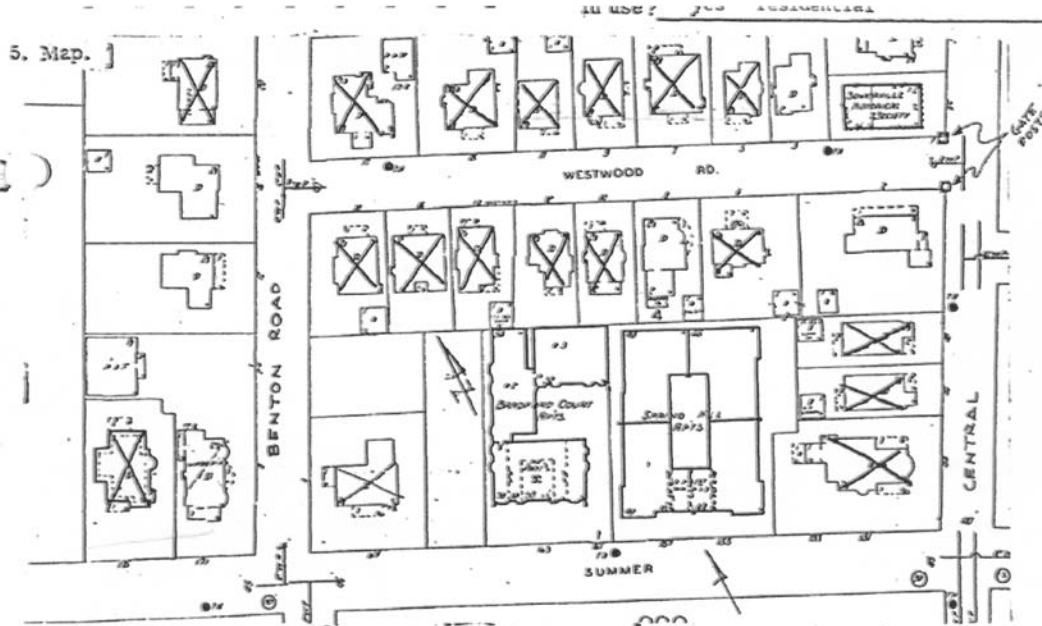
SOMERVILLE

1 WESTWOOD ROAD

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

AT, AP, AY	SMV.14
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Assessor's Plan from 1885 showing the location of the Somerville Historical Society building, now the Somerville Museum within the locus of the Westwood Rd. Historic District.

*Continuation sheet 3*

**EXHIBIT E**

**Nine (9) Photographs, taken by Eric Dray, September 2017 and March 2018**



Photo 1. View of front (east) and right (north) side elevations.



Photo 2. View of front (east) elevation.



Photo 3. View of front (east) and left side (south) elevations.



Photo 4. View of south elevation.



Photo 5. View of rear (west) and south elevations.



Photo 6. View of rear (west) elevation.



Photo 7. View of interior Loring Library doors, looking southeast.





Photo 8. View of Bullfinch stairs, looking northwest.



Photo 9. View of Bullfinch stairs, looking northwest.

## EXHIBIT F

### RESTRICTION GUIDELINES

#### A. MAJOR VS. MINOR

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

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

#### PAINT

Minor - Hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

#### WINDOWS AND DOORS

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

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

#### EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

#### LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

#### HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

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

It is the responsibility of the property owner to notify the GRANTEE in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

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

## **B. KEY FEATURES**

Any changes which would impact the exterior envelope of the Building and Protected Interior Features must be reviewed and approved by the Grantee. 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. Red brick elevations, including brick quoins.
2. North Country black slate roofing (installed 2012).
3. Ornamental cast masonry details including window sills and lintels with keystones.
4. Ornamental wood details including pedimented cornice with modillion blocks.
5. Federal Revival-style front entrance and surround including granite steps and bollards.
6. Multi-paned wood true-divided single-glazed windows, including arch-topped sash on second floor and oculus window on front elevation.

### **Protected Interior Features**

1. Bullfinch Flying Staircase.
2. Loring library doors and surround.

### **Site**

View of Building from Westwood Road and Central 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 Property.

1. *Paint*: Changes in exterior paint colors of trim, windows and doors must be historically appropriate and must be approved by the Grantee.
2. *Roof material*: Existing North Country black slate shingles were installed in 2012. If replacement is required, replacement must match the existing in color, size and 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 and skylights are not permitted.

5. *Trim and Decoration*: Maintain original trim as possible, replace-in-kind if necessary.
6. *Windows*: Wood windows were restored in 2013. Existing wood windows must be repaired and, if the existing windows require replacement, they must be replaced-in-kind, i.e. wood, single-glazed, true-divided sash which replicate the muntin pattern.
7. *Storm windows*: Most windows currently have interior storm panels. Exterior storm windows or storm panels may be allowed provided they match the color of the underlying window surround and the meeting rails must align with the meeting rails of the window sash.
8. *Doors and storm doors*: Front doors must be restored if possible and if not, must be replaced-in-kind. Replacement of other doors must be wood, and be compatible in design, color, and finish of existing historic doors, as approved by the Grantee. Storm doors are allowed provided they are as visually minimal as possible, including use of full-light panels to maximize visibility of the underlying doors, as approved by the Grantee.
9. *Building-Attached Lighting Fixtures*: Light fixtures may be used but must be minimal in appearance, appropriate to the Building.
10. *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.
11. *Exterior landscape features*: Exterior landscape features, including plantings, trees, walkways and fences must not obscure the view of the Building from the public streets.