

**PRESERVATION RESTRICTION AGREEMENT**

between the

**CITY OF SOMERVILLE, MASSACHUSETTS**

and the

**VIDA REAL EVANGELICAL CENTER (Centro Evangelistico Vida Real)**

**THIS PRESERVATION RESTRICTION** (this “Restriction”), is made this \_\_\_\_ day of \_\_\_\_\_, 2021, between Vida Real Evangelical Center (Centro Evangelistico Vida Real) (“Grantor”), 404 Broadway, Somerville, MA 02145, and the City of Somerville acting by and through its Historic Preservation Commission (“Grantee”), a governmental body in the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, MA 02143.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located at 404 Broadway, in the City of Somerville, Middlesex County, Massachusetts (hereinafter referred to as the “Property”), being that property conveyed by Broadway Winter Hill Congregational Church on April 27, 2004 and recorded on April 28, 2004 with the Middlesex South Registry of Deeds, Book 42623, Page 277, more particularly described in Grantor’s aforesaid deed and in the Legal Description (Exhibit A), attached hereto and incorporated herein by this reference; shown as Lot 1 on a plan of Lots made by T & J Doane, July 1864, and recorded with Middlesex South District Plans entitled “Building Lots on Winter Hill, Somerville. belonging to Oakman & Eldridge,” recorded in Plan Book 17B, Plan 96 (the “1864 Plan”), a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and shown on a Somerville Assessor Parcel Map for Parcel 48-A-3 (Exhibit C), attached hereto and incorporated herein by this reference, said Property including the following building (hereinafter referred to as the “Building”):

The Building was designed by Harwell & Richardson in the Shingle style and was built in 1890-1891. The large former church has a relatively square footprint with a slightly offset square tower on the northeast corner. While its footprint is relatively simple, its form is complicated in both massing and materials. The building rests on a raised foundation composed of irregularly-sized granite (aka Somerville stone) blocks in a variety of earth tones (gray, brown, russet, mustard). The elevations are clad in a combination of the same stone block as foundation, green slate, wood clapboards and wood shingles.

The asymmetrical massing of the north elevation fronting on Broadway consists (from west to east) of two tall, two-story gable-front blocks that are connected by a lower 1 ½-story gambrel-roofed block with a conical tower. To the left (east) of the second gable-front block is a second conical tower that, in turn, connects to the imposing square corner bell tower. The west gable-front block houses a function hall, and the east gable-front block houses the sanctuary. One of the unusual features of this building is the use of the green slate on parts of the elevations. On the north elevation, this slate is used for all of the right (west) gable-front block.

The right (west) gable front block is actually shallow and connects to a slightly-broader block with hipped roof. This gable-front elevation is enlivened with a molded beltcourse separating the second-story gable from the elevation below, and a triangular section at the top of the gable extends forward with a slight flare at the bottom.

The green slate is also used for the second stories of the remaining building components on this elevation. The first story of the larger gable-front block is recessed and the soffit of

the projecting gable-front elevation is ornamented with elongated modillion blocks. There are three sets of round-headed stained-glass windows which abut the soffit, and there are three basement windows below with flared stone lintels. The slate-clad upper portion of this elevation is enlivened with triangular section at the top that steps forward with a few courses of slate and is also supported by two broad, triangular brackets. The slate shingles in the gable peak include sections set in diamond-pattern.

The gambrel-roofed component that connects the two gable-front blocks is the location of one of the main entrances. This entrance is accessed by a set of modern stone steps with wrought iron railings. The recessed entrance is set within an open porch with a low-pitched pedimented roof. The pediment of this roof is the only building component clad in wood shingles. The porch roof is supported by engaged and freestanding square posts that rest on stone half-walls. The paired entrance doors are composed of vertical tongue-in-groove wood and have large ornamental iron strap hinges. The ceiling of this and the other three main entrances, is finished with tongue-in-groove boards and ornamental wood strapping.

The two conical towers on this elevation are similar in design. The lower halves are composed of the same stone as the foundation, and the upper halves are clad in slate.

There is a broad range of fenestration on this north elevation. The right (west) gable-front block has wood 12/12 double-hung sash – two larger ones of the first story and three smaller ones on the second story. The first story windows are set in surrounds with flat wood frames and small projecting sills. The upper three windows are slightly recessed and have very minimal wood frames. A small gable dormer, entirely clad in slate, is centered on the roof over the western entrance and has a single broad wood, 2/2 double-hung sash in a simple wood surround. The first story of the left (east) gable-front block has narrow, paired round-headed windows with stained glass. There are seven windows on the upper portion of this gable-front block, arranged in a manner possibly intended to evoke a Palladian window system. These deeply-set openings have stained glass in the lower windows, and two of the upper openings are boarded over. Both conical towers have a few small, square, deeply-set windows with stained glass; and they are both capped by a copper flared finial.

The east elevation, fronting on Central Street, is dominated by the broad, slightly-flared gable roof clad in slate that extends down to the first story. This elevation is composed entirely of the Somerville stone blocks. An entrance at the left (south) end of this elevation is set within a partially open entrance porch with gable roof that also has flared courses of slate shingles. The porch roof is supported by simple heavy posts and engaged posts that rest on stone half walls. This entrance has a single door of similar design to the other entrances. The slate-clad gable roof of the entrance porch has a set of slate arranged in the pattern of a cross. Evenly-spaced sanctuary windows are set up against the roof cornice. These recessed windows have stained glass and are set in surrounds with blue Rutland marble sills. Basement windows are aligned below these windows. They have prominent flared stone lintels and the same blue marble sills.

The tall, square bell tower's elevations are composed of slightly battered stone walls. Entrances are located on the north and south elevations. The south entrance matches the design of the entrance on the other entrance on Central Street. The north entrance, fronting on Broadway, is similar in design as well, but has a shed roof. Both have the same board-and-batten doors with large ornamental iron strap hinges. A cornerstone with the date "1890" inscribed is located on the east face of the tower. There is a single round-headed window with stained glass sash on the lower level of the east elevation of the tower. The

window is set within a surround with a prominent stone Romanesque lintel. The body of the tower is minimally fenestrated with small, deeply-recessed openings. The belfry has a series of flared louvers below cross-hatched openings – all clad in slate. The belfry is capped by a tall, flared hip roof. The roof cornice is decorated with closely-set modillion blocks. Each roof slope has a centered narrow dormer with faceted roof. The roof is capped by a flared copper finial.

The south elevation includes the end gable of the sanctuary. This component carries the stonework across the lower level and slate above. Three recessed, round-headed windows are centered in the gable. These openings have stained glass windows. A rectangular opening above these windows is boarded over. A tall square brick chimney separates the sanctuary block from the west side of this elevation. The southwest corner of the building consists of a one-story block with flat roof that connects to the rear elevation of the function hall block. This block has replacement 1/1 double-hung sash. The one-story block and the west elevation of the function hall rest on low brick foundations. The elevations are clad in synthetic clapboard siding. The front (north) elevation of this block has a gable roof, but most of this block is set below a hipped roof. This roof is clad in green and gray slate, some of which have a sawtooth pattern, and it has a projecting molded box cornice. The west roof slope has three small, triangular dormers with no openings. A tall, narrow gable-roofed block with no openings extends from the upper portion of the function hall block. These building components appear to rest on a brick foundation. There are five large six-light sash evenly arrayed across the west elevation. Raised boards rise from a skirtboards above the foundation up to the roof cornice on each side of these windows, forming the sides of the window surrounds. The tops of these paired boards are connected by a frieze boards with small brackets.

WHEREAS, the Building and Property are historically significant for their architecture, associations, and/or archeology, were designated a Local Historic District by the City of Somerville on March 11, 1985, were individually listed in the National Register of Historic Places on September 18, 1989, are as a result of the foregoing listed in the State Register of Historic Places, and qualify for the protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31, 32 and 33 (hereinafter “the Act”);

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

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

Legal Property Description (Exhibit A);

1864 Plan (Exhibit B);

Somerville Assessor Map (Exhibit C);

Massachusetts Historical Commission Inventory Building Form prepared in September, 1988 by Gretchen Schuler (Exhibit D), attached hereto and incorporated herein by this reference,

Seven (7) photographs taken by Eric Dray in December, 2020 (Exhibit E), attached hereto and incorporated herein by this reference. Archival prints of these photographs will be stored by the Grantee at Somerville City Hall, Historical Commission files.

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

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Building and Property will assist in preserving and maintaining the Building and 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 City Council appropriated a grant of \$90,000 in Community Preservation Act funds (the “Grant”) in a meeting convened on February 11 2021, Agenda item 211202, for the repainting of the Building’s bell tower;

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

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

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

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times and to the best of its ability to maintain the Building in sound structural condition and good state of repair in accordance with the terms of this paragraph (allowing for historically-accurate restoration that may be made from time to time). It is the Grantor’s intent that the exterior of the Building be maintained in a physical appearance and composition that is as close to its current appearance and composition as is reasonably possible. Grantor’s obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building in sound structural condition and a good state of repair. Subject to the casualty provisions of Paragraphs 7 and 8, this obligation to maintain shall require repair, restoration, replacement, rebuilding, and reconstruction of the Building whenever necessary in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68), as these may be amended from time to time (the "Secretary's Standards"), and in accordance with the Restriction Guidelines in Exhibit F which are attached hereto and incorporated herein by this reference. It is highly desirable, although not a requirement of this Agreement, that the current synthetic siding on portions of the exterior of the Building be removed, and the extant underlying wood cladding be restored and/or replaced with historically appropriate wood materials.

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



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

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, or any change in material or color or any change to the footprint, size, mass, ridgeline, and rooflines of the Building, and including removal, replacement or alteration of any character-defining features, such as doors and surrounds and cornice trim. Activities by Grantor to maintain the exterior of the Building which are intended to be performed in accordance with the provisions of Paragraph 2.1, and which are of a minor nature, shall not require the prior approval of the Grantee. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit F).

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

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

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

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

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

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the Preservation Values of the Building; and (iii) are not inconsistent with the Purpose of this Restriction;
- (b) pursuant to the provisions of Paragraph 2.1, the right to maintain and repair the exterior of the Building strictly according to the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraphs 3.1 and 3.2;
- (c) subject to prior review and approval by Grantor, under the terms and conditions of paragraphs 3.1 and 3.2 herein, which approval shall not be unreasonably withheld, the right to new construction on the Property not attached to the Building, and not blocking the view of the Building from public ways, subject to all applicable licenses, permits, and approvals, provided in addition that any new construction shall meet the Secretary's Standards; and
- (d) the right to provide and maintain a plaque on the Property giving notice of the historical significance of the Building, subject to Grantee's reasonable approval.

7. Casualty Damage or Destruction. In the event that the Building shall be materially damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs to or reconstruction of the exterior of any type, other than emergency work to prevent further damage to the structural integrity of the Building or the exterior of the Building, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within seventy-five (75) days of the date of damage or destruction, if required by the Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following:

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

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

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

restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. In the event that the Building is razed or removed with the approval of the Grantee, Grantor and Grantee may seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 22 hereof.

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

9. Insurance. Grantor shall keep the Building insured by an insurance company rated "A-" or better by Best's, or 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 Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver annually and within ten (10) business days of any additional written request by the Grantee, certificates of such insurance coverage. Upon presentation of evidence by the Grantee that the insured value is less than the actual replacement value, then the Grantor shall purchase additional insurance sufficient to cover the actual replacement value. In the event that such a presentation has been made that the insurance is insufficient, the Grantor shall pay for the Grantee's cost in procuring such evidence. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

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

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

To Grantor: Vida Real Evangelical Center (Centro Evangelistico Vida Real)  
404 Broadway  
Somerville, MA 02145

To Grantee: City of Somerville by and through  
Somerville Historic Preservation Commission

Somerville City Hall  
93 Highland Avenue  
Somerville, MA 02143

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

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

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

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

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

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

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

17. Runs with the Land. Except as provided in Paragraphs 8 and 22, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a *bona fide* transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

18. Assignment. In the event that Grantee shall cease to function in its present capacity, Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization that is a charitable corporation or trust qualified under the Act to hold a preservation restriction, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

19. Repayment. At such time as the property is transferred, in whole or in part, to an entity unaffiliated with the 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 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;
- (b) twenty-five (25%) of the total Grant; if between the tenth anniversary and the twenty-fifth anniversary of the Effective Date;
- (c) ten (10%) of the total Grant; if between the twenty-fifth anniversary and the fiftieth anniversary of the Effective Date;
- (d) zero (0%) of the total Grant; if after the fiftieth anniversary of the Effective Date.

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

20. Alternate Designee. Grantee may, at its discretion, remove and replace its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

21. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the Middlesex South Registry of Deeds. Grantor and

Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the Middlesex South Registry of Deeds.

22. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Building or the Property may make impossible the continued ownership or use of the Building or the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the Laws of the Commonwealth for extinguishment, including approvals by the City of Somerville and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest.

23. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid in the manner as set forth in Paragraph 19.

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

25. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Building or the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to 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 Building and 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. Mortgage granted to Grantor by Bank of Hope, recorded with Middlesex South Registry of Deeds in Book 73268, Page 274, recorded September 12, 2019.

Bank of Hope has subordinated its mortgage to this Preservation Restriction Agreement with its Assent attached hereto and recorded herewith as Exhibit G. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Restriction Agreement.

28. Free Exercise of Religion. Grantor and Grantee agree that nothing herein is intended to limit the rights that Grantor may have under the First Amendment of the United States Constitution, Article 46 of the Amendments to the Massachusetts Constitution, and Article 2 of the Massachusetts Declaration of Rights. No provision of this Preservation Restriction shall impact, restrict, or restrain Grantor's right to alter, utilize and maintain the Property in keeping with its religious principles, practices or beliefs.

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: Vida Real Evangelical Center (Centro Evangelistico Vida Real)  
By and through its President,

\_\_\_\_\_  
Luis A. Morales

and

Vida Real Evangelical Center (Centro Evangelistico Vida Real)  
By and through its Treasurer,

\_\_\_\_\_  
Abner David Garcia

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Luis A. Morales, 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 Luis A. Morales signed it voluntarily for its stated purpose, as President of Vida Real Evangelical Center (Centro Evangelistico Vida Real).

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

(seal)

Middlesex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Abner David Garcia 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 Abner David Garcia signed it voluntarily for its stated purpose, as Chair and Treasurer of Vida Real Evangelical Center (Centro Evangelistico Vida Real).

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Brona Simon signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

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

(seal)

**EXHIBIT A**  
**Legal Description**

The land, with subsequent improvements thereon, in Somerville, Massachusetts described in a deed dated April 27, 2004 and recorded on April 28, 2004 with the Middlesex South Registry of Deeds, Book 42623, Page 277, bounded as follows:

A certain parcel of land in Somerville bounded and described as follows to wit:  
Commencing at the junction of Central Street and Broadway thence running;

NORTHWESTERLY on Broadway One Hundred and Thirty feet and 69/100 (130.69) feet;  
SOUTHWESTERLY by Lot 17 on plan One Hundred and Twenty Six (126) feet;  
SOUTHEASTERLY by Lot 2 on plan One hundred and Twenty Eight and 45/100 (128.45) feet;  
NORTHEASTERLY by Central Street to point of beginning One Hundred and Twenty Two (122) feet.

Being Lot 1 on a plan of Lots made by T & J Doane July 1864 and recorded with Middlesex South District Plans entitled "A Plan of Building Lots on Winter Hill Somerville belonging to Oakman & Eldridge." Said Plan being recorded in Plan Book 17B, Plan 96 [Exhibit B].



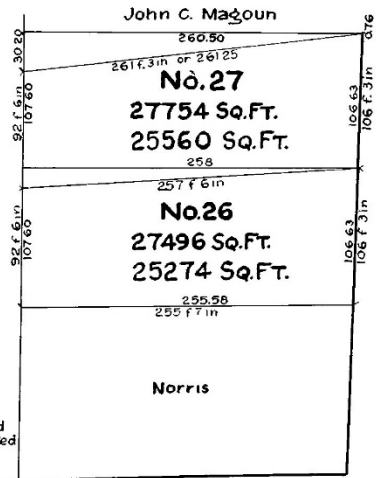
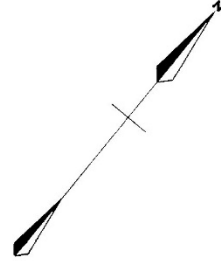
**EXHIBIT B**

**Lot 1 on a plan entitled "Building Lots on Winter Hill, Somerville. belonging to Oakman & Eldridge," made by T & J Doane, Engineers & Surveyors, July 1864 and recorded with Middlesex South District Plan Book 17B, Plan 96.**

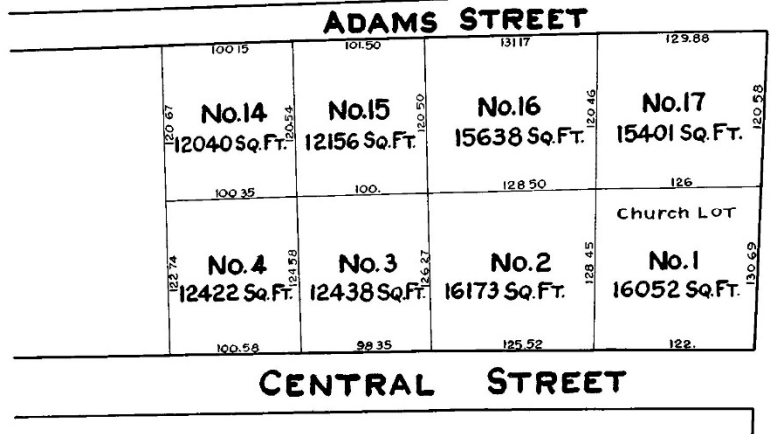
**Building Lots  
on  
WINTER HILL, SOMERVILLE.  
belonging to  
Oakman & Eldredge**

Scale 60 feet to an inch. July, 1864.  
T. & J. Doane, Engineers & Surveyors  
4 Cornhill Court, Boston  
& 15 Charlestown Square.

(Original on file.)  
(Scale of this plan: 80 ft. to an inch.)



Figures and lines in red are copied from plan of Charles Whitney, dated September 17<sup>th</sup> 1847.

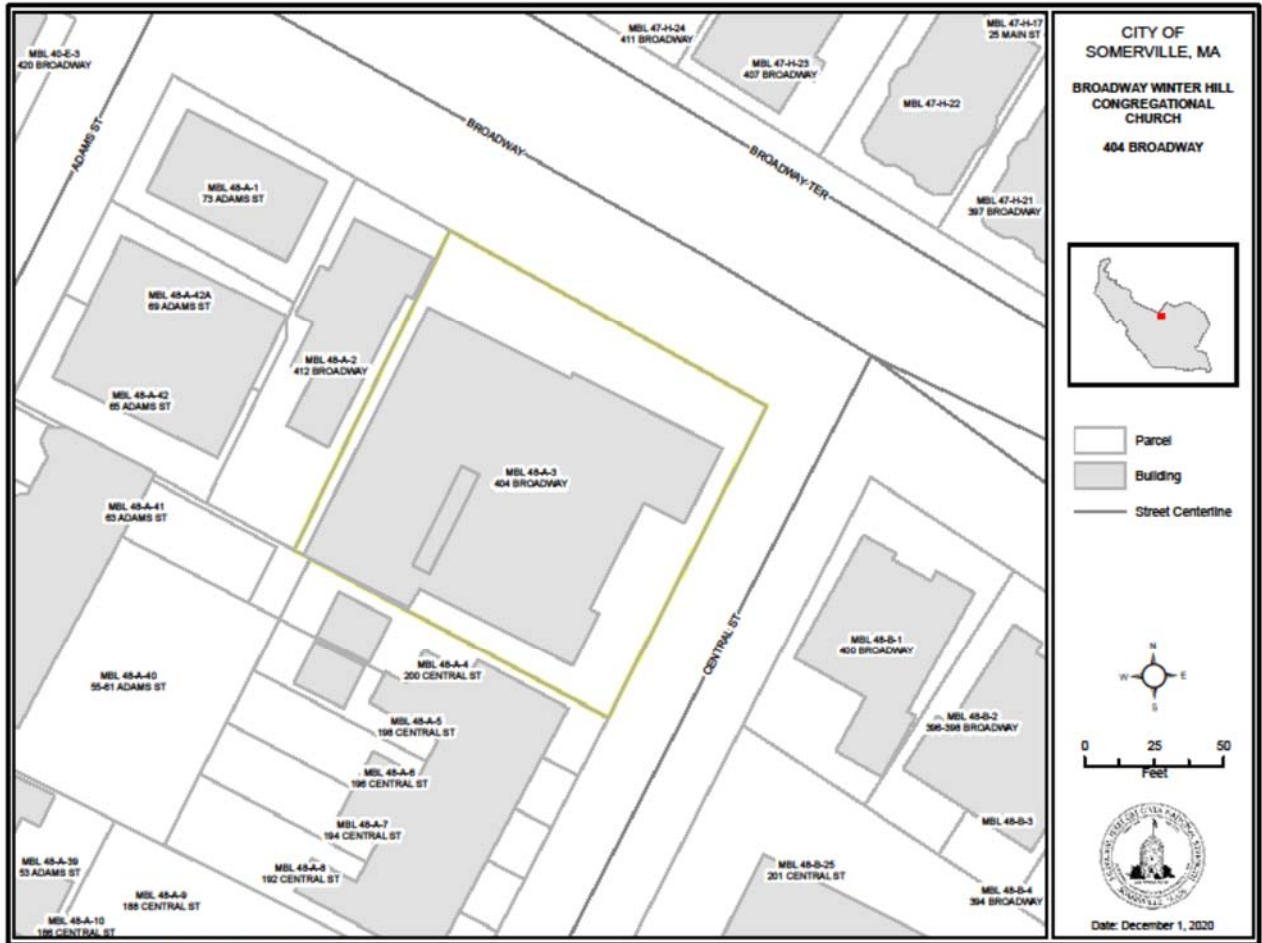


**BROADWAY**

Mar 7, 70 10 40 - A.  
17B 96  
*Albert Reutheim*

MF

# EXHIBIT C Assessor Map



**EXHIBIT D**  
**MHC INVENTORY BUILDING FORM, prepared by Gretchen Schuler, 1988**

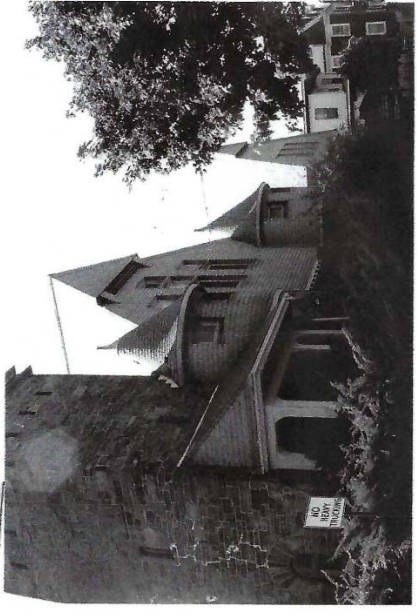
OFFICE COPY  
DO NOT REMOVE

AREA AY FORM NO. 119. 134

FORM B - BUILDING LHD - 3/11/85 (C)  
NRMA/IND  
9/18/89 (C) MHC# 1032

MASSACHUSETTS HISTORICAL COMMISSION  
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See Attached Assessor's Map

UTM REFERENCE 19 327/190 4695/550  
 USGS QUADRANGLE Boston North  
 SCALE 1:25,000

Town Somerville PI-Winter  
 Address 404 Broadway USGS-BOSTON SECT A  
 Historic Name Broadway Winter Hill  
Congregational Church  
 Use: Present religious  
 Original religious

DESCRIPTION  
 Date 1890-1891  
 Source Samuels, Somerville Past and Present  
 Style Shingle Style  
 Architect Hartwell and Richardson  
 Exterior Wall Fabric granite / shingle  
 Outbuildings none  
 Major Alterations (with dates) none  
 Condition good  
 Moved no Date n/a  
 Acreage less than one acre  
 Setting Southwest corner of Broadway and Central St., on main route among multi-family residential apartment houses, some offices. Urban setting  
 Recorded by Gretchen G. Schuler  
 Organization Mass. Historical Commission  
 Date September, 1988

**NATIONAL REGISTER CRITERIA STATEMENT (if applicable)**

The Broadway Winter Hill Congregational Church, a Hartwell and Richardson design in the Shingle Style is significant for its association with the development of the Winter Hill area of Somerville, and its association with well known architectural firm. It retains integrity of location, design, materials, workmanship, feeling, and association and fulfills Criteria A, B, and C of the National Register of Historic Places on the local level.

**ARCHITECTURAL SIGNIFICANCE Describe important architectural features and evaluate in terms of other buildings within the community.**

The Broadway Winter Hill Congregational Church is one of Somerville's finest architect designed buildings and one of the only Shingle Style institutional structures. Characteristic of the Shingle Style are the multiple slate covered roofs of varying shapes including pyramidal, conical and gable, the granite and shingle clad facades and the various architectural shapes that form the building. The materials are of interest and include local slate "Somerville Stone" from the Fitzgerald's Quarry in Somerville for the square tower, blue Rutland marble for the sills, copings and steps, and rough granite block stone for the corner tower.

**HISTORICAL SIGNIFICANCE Explain the role owners played in local or state history and how the building relates to the development of the community.**

In 1863, under the leadership of Samuel Carlton, Winter Hill residents organized a Sabbath School. In 1865 a congregation of 28 was formed. By 1881 there were issues of division and the congregation split with some members forming the Broadway Congregational Church and others organizing as the Winter Hill Congregational Society. It was the latter group that remained in alliance with the Sabbath School. The Winter Hill Congregational Society used a Gothic Chapel, built in 1871, for worship prior to the construction of this building in 1890.

Renown architects Hartwell, Richardson, and Driver designed this church building in the Shingle Style. The building is significant for its well defined architectural style and its association with the well known architectural firm. It is also important for its association with the development of the Winter Hill community and religious organization in Somerville.

**BIBLIOGRAPHY and/or REFERENCES**

- Bromely, G.W., Atlas of the City of Somerville, 1894.  
 Samuels, Edward, Somerville: Past and Present, 1897.  
Somerville Journal, November 15, 1890.





**EXHIBIT E**  
**Seven (7) Photographs, taken by Eric Dray, December, 2020**



Photo 1. View of front (north) elevation, looking south.



Photo 2. View of front (north) and left (east) side elevations and corner tower, looking southwest.



Photo 3. View of left (east) side elevation and corner tower, looking west.



Photo 4. View of rear (south) and left (east) side, partial, looking northwest.



Photo 5. View of rear (south) elevation, looking northeast.



Photo 6. View of right (west) side elevation, looking east.





Photo 7. View of front (partial) and right (west) side elevation, looking southeast.

## 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

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

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

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

Minor - Repair of existing systems.

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

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

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

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

## **B. KEY FEATURES**

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

### **Exterior**

1. Entrance doors on north and east elevations.
2. Slate on elevations, tower and roofs, including colors and patterns.
3. Somerville stone
4. Stained glass windows.

### **Site**

View of Building from Broadway 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 Building and Property.

1. *Doors*: The entrance doors on the north and east elevations must be repaired if possible, and replaced-in-kind if not, including materials and hardware. Replacement of other doors must be compatible in design, color, and finish to the style of the Building.
2. *Dormers and Skylights*: Dormers and skylights are not permitted.
3. *Landscape Features*: Exterior landscape features, including plantings, trees, walkways and fences must not obscure the view of the Building from the street.
4. *Lighting Fixtures - Building Attached*: Light fixtures may be used but must be minimal in appearance, and appropriate in design and material to the Building.
5. *Masonry*: If repointing is needed for the Somerville stone on the foundation or elevations, the mortar must match the joint depth, profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. The cornerstone with the inscription "1890" must be preserved and not obscured with other materials.
6. *Mechanical Equipment*: Window mounted HVAC or other ventilation equipment are not permitted. Openings made for HVAC or other equipment on the exterior of the Building must be located in a manner that does not detract from the Building.

7. *Paint*: Changes in exterior paint colors must be historically appropriate and must be approved by the Grantee.
8. *Roof material*: If replacement is required, replacement must match the existing in material, size, color and profile.
9. *Trim and Decoration*: Ornamental features, including cornice trim, window surrounds and beltcourses must be repaired, and if not possible must be replace-in-kind if necessary.
10. *Siding*: The west and part of the south elevation are clad in a synthetic clapboard siding.
11. *Stained-glass Windows*: The stained-glass windows may not be original to the 1882 portion of the building but are historically significant and should be retained and restored, or replaced-in-kind if necessary.
12. *Storm Windows*: Storm windows or storm panels are allowed on original wood windows and stained glass windows provided they are clear, match the color of the underlying window surround, and the meeting rails must align with the meeting rails of the window sash.
13. *Windows*: Other than the stained-glass windows, many of the windows have been replaced with 1/1 double-hung aluminum windows.

EXHIBIT G

ASSENT BY MORTGAGEE

Bank of Hope is the holder of a Mortgage dated September 9, 2019, and recorded with the Middlesex South Registry of Deeds at Book 73268, Page 274. The Premises affected by this instrument is 404 Broadway, Somerville, Massachusetts. Said Mortgagee by this instrument assents to the Preservation Restrictions from its Mortgagor, Vida Real Evangelical Center (Centro Evangelistico Vida Real), to the City of Somerville as set forth in an Agreement dated \_\_\_\_\_, 2021 and recorded herewith, and agrees that upon the Mortgagee's exercise of its right to foreclosure on the mortgaged Premises it shall assume the burdens of the Preservation Restrictions accepted by the Mortgagor.

Signed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
[NAME] \_\_\_\_\_  
[TITLE] \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared, \_\_\_\_\_, proved to me through satisfactory evidence of identification being \_\_\_\_\_ that s/he is the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as authorized [TITLE] \_\_\_\_\_ of the Bank of Hope.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(seal)