



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-THREE

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CITY OF AMESBURY

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CITY OF AMESBURY, MASSACHUSETTS

SPONSORED BY: *Kassandra Gove*

BILL No. 2023-020

Kassandra Gove, Mayor

An Order of the Amesbury City Council to approve and accept a Preservation Restriction Agreement on property located at 20 Maple Street, Amesbury, and to authorize the Mayor to execute said Preservation Restriction Agreement on behalf of the City of Amesbury.

Summary: The Amesbury Planning Board approved an Application for Site Plan Review, Special Permit and Definitive Subdivision for the property located at 20 Maple Street, Amesbury on March 28, 2022 (said approval is recorded with the Essex South Registry of Deeds in Book 40933, Page 358.) The Planning Board required that a historic preservation restriction be prepared and recorded for the building and site, identified as Assessors Map 51, Parcel 145 and described in a deed recorded with said Registry in Book 40334, Page 538, and further shown as existing building on Lot 2 on Sheet 3 of 4 of the definitive plan prepared by Atlantic Survey and Engineering, Inc., dated 01/03/2022, last revised on 4/22/2022 and recorded at the Registry of Deeds as Plan 40933 Book 352. According to the Pictorial Guide to Historic Amesbury, the house was constructed in 1874. It is a fine example of a highly ornamented Italianate villa style residence. The Historic Preservation Restriction for the said structure has been recorded at the Registry of Deeds in Book 40933, Page 403. The intent of this Order is to obtain the authorization of the City Council to acquire the historic preservation restriction and authorize the Mayor to accept the historic preservation restriction.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

The City Council of the City of Amesbury hereby approves the acceptance by the Amesbury Historical Commission of a Preservation Restriction Agreement on property located at 20 Maple Street, Amesbury from Wojcicki Holdings, LLC, and authorizes the Mayor to execute said agreement on behalf of the City.

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2023 MAR -6 P 3:42

CITY OF ANNEBORO, MA

14

Healey,
Deshaies,
& Gagliardi, PC
ATTORNEYS

DALTON
& FINEGOLD, LLP

24 Market Street
Amesbury, Massachusetts 01913
Tel. 978.388.1787
Fax 978.388.9727
www.dflp.com

February 3, 2023

govek@amesburyma.gov
caseya@amesburyma.gov

Kassandra Gove, Mayor
City of Amesbury
City Hall
62 Friend Street
Amesbury, MA 01913

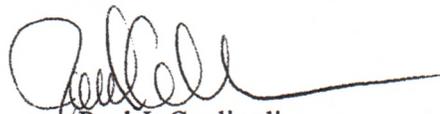
Re: 20 Maple Street, Amesbury, Massachusetts

Dear Mayor Gove:

Previously, I filed with your office a Historic Preservation Agreement between Wojcicki Holdings, LLC and the City acting by and through its Historical Commission. The Historical Commission and the Planning Board have approved this document. One of the conditions of the Historic Preservation Special Permit which was issued by the Amesbury Planning Board to Wojcicki Holdings, LLC on March 28, 2002 required that this Agreement be approved by the City and recorded with the Registry of Deeds. Therefore, on behalf of Wojcicki Holdings, LLC, I am requesting that you place this before the City Council for their approval so that you can sign it on behalf of the City.

Please feel free to contact me if you need any further information. Thank you.

Sincerely,



Paul J. Gagliardi

san;41_22-0014LetterMayorGove.wpd

cc: Mark E. Wojcicki
mark@wojcickidevelopment.com

PRESERVATION RESTRICTION AGREEMENT

Wojcicki Holdings, LLC

and

**City of Amesbury,
Acting by and through its Historical Commission**

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____, 2023 by and between **Wojcicki Holdings, LLC** (“Grantor”), having an address of 110 Main Street, Amesbury, Massachusetts, 01913, and the **City of Amesbury**, a municipality of the Commonwealth of Massachusetts, acting by and through its Historical Commission pursuant to G.L. c. 40, § 8D (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of real property located at 20 Maple Street in the City of Amesbury, Essex County, Massachusetts, being shown as Lot 2 on a plan recorded in Essex South Registry of Deeds in Book 40933, Page 352 being a portion of the parcel as described in a deed with the Essex South Registry of Deeds in Book 40334, Page 538 (the "Property"), said Property including the single family home situated thereon (the "Building"), which Property and which Building are described more particularly in Exhibit A, attached hereto and incorporated herein;

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the City of Amesbury and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the "Act");

WHEREAS, the Amesbury Historical Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the City;

WHEREAS, Grantee has designated the Amesbury Historical Commission to administer, manage, and enforce preservation agreements;

façades of the Building, and any change in design, material or color thereof. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with paragraph 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this paragraph, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines which are attached to this Preservation Restriction Agreement and incorporated by reference. For purposes of this Preservation Restriction Agreement, the exterior of the Building shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows including sash and enframements, doors, gutters, downspouts, and associated hardware and visible details) which are in contact with the exterior of the Building. Also subject to this restriction are any activities, including construction or alteration or any internal structural features that act as support for external surfaces, construction or alteration of which may alter the exterior appearance of the Building or threaten the structural stability or integrity of the exterior of the Building.

3.2 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in paragraph 3.1, Grantor shall submit to Grantee, for Grantee's approval, 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 Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of Grantee's receipt of any plan or written request for approval hereunder, 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 Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantors' submission or resubmission of plans or requests shall be deemed to constitute approval by 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.

3.3 Conditional Rights Requiring the Approval of the Massachusetts Historical Commission. The conduct of archeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (G.L. Ch.9, Section 27C, 950 CMR 70.00)

STANDARDS FOR REVIEW

4. Grantee shall apply Secretary's Standards whenever (a) exercising any authority created by this Preservation Restriction Agreement to inspect the Property; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

GRANTORS' RESERVED RIGHTS

5. Grantors' Rights Not Requiring Further Approval by Grantee. Subject to the provision 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 Preservation Restriction Agreement and by Grantee without further approval by 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 conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Preservation Restriction Agreement.
- (b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Building strictly accordingly 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 Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of paragraphs 3.1 and 3.2; and
- (c) the right to make changes of any kind to the interior of the Building, provided such changes do not alter materially the appearance of the exterior of the Building in contravention of this Preservation Restriction Agreement

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

6. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Building and to protect public safety shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at Grantor's expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to 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 and/or reconstruction work necessary to return the Building to the condition existing at the date thereof.

7. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee agree that the Purpose of this Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and 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 to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee agree

that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of this Preservation Restriction Agreement would not be served by such restoration/reconstruction, Grantor may with prior written consent of Grantee, alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to extinguish this Preservation Restriction Agreement in accordance with the laws of the Commonwealth of Massachusetts and paragraph 21.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee are unable to agree that the Purpose of this Preservation Restriction Agreement 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, and regulations.

8. Insurance. Grantor shall keep the Property insured by an insurance company rated "A1" or better by Best's 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 Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. 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.

INDEMNIFICATION; TAXES

9. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors and 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 on or about the Property; physical damage to the Property; the presence or release in, on, or about 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 damage occurring on or about the Property, unless such injury or damage is caused by Grantee or agent, trustee, employee or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity until discharged shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Property.

10. Taxes. Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

11. Written Notice. Any notice 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, facsimile transmission, registered or certified mail with return receipt requested or hand delivered; if to Grantor, at 110 Main Street, Amesbury, MA 01913, and if to Grantee, at Amesbury City Hall, 62 Friend Street, Amesbury, MA 01913, Attention: Amesbury Historical Commission.

Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

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 Preservation Restriction Agreement to the extent of the Grantee's knowledge thereof.

13. Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the interior of the Building. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

14. Grantee's Remedies. The rights hereby granted shall include the right to enforce this Preservation Restriction Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Preservation Restriction Agreement by ex parte, temporary, preliminary and or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the restoration of the Property and Building to the condition and appearance required under this Preservation Restriction Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantor has sent written notice to Grantee, specifying Grantee's failure to comply with the terms of this Preservation Restriction Agreement, and (b) Grantee fails to cure the same within thirty (30) days from the date of the Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure diligently to completion.

In the event Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Preservation Restriction Agreement, including all reasonable court costs, and attorney's, architectural, engineering and expert witness fees, together with interest thereon at an interest rate two percent points (2%) higher than the prime lending rate.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to 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. Intentionally Omitted.

17. Liens. Any lien on the Property created pursuant to any paragraph of this Preservation Restriction Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Preservation Restriction Agreement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

BINDING EFFECT; ASSIGNMENT

18. Runs with the Land. (a) The obligations imposed by this Preservation Restriction Agreement shall be effective in perpetuity. 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. Except as provided in Paragraphs 7 and 21, the rights and obligations created or imposed by this Restriction shall be in effect in perpetuity, and shall be deemed as a binding servitude upon the Property. Grantor agrees that this Restriction shall be considered an "other restriction held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30.

(b) This Restriction shall extend to and be binding upon Grantor and the Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and the Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to the Grantee also shall be deemed granted to each successor and assign of the Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

(c) Anything contained herein to the contrary notwithstanding, an owner of the Premises shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer.

(d) The restrictions, stipulations, and covenants contained in this Restriction shall be incorporated by Grantor, 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 Premises or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Premises, but excluding any lease with a term of fewer than ninety (90) days.

19. Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Preservation Restriction Agreement to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under the Act, as amended, whose purposes, inter alia, are to promote preservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Preservation Restriction Agreement was granted will continue to be carried out.

20. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Preservation Restriction Agreement in the land records of the Essex South District Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Preservation Restriction Agreement take effect on the day and year this instrument is executed by Grantor and Grantee.

EXTINGUISHMENT

21.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Preservation Restriction Agreement and necessitate extinguishment of this Preservation Restriction Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. An extinguishment must meet all the requirements of the Act for extinguishment, including a public hearing to determine that such extinguishment is in the public interest, and approval by Grantee (or the then holder of this Preservation Restriction Agreement, if it has been assigned pursuant to Section 19), and the Massachusetts Historical Commission if this Preservation Restriction Agreement has been approved by the Massachusetts Historical Commission.

21.2 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 the Commission shall join in appropriate proceedings at the time of such taking to recover the full value of the Property that is subject to the taking and all incidental and direct damages from the taking. All expenses reasonably incurred by Grantor and the Commission in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

INTERPRETATION

22. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of this Preservation Restriction Agreement:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Preservation Restriction Agreement 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 is executed in two counterparts, one of which is to be retained by the Grantor and the other, after recording, to be retained by Grantee. In the event of any

disparity between the counterparts produced, the recorded counterpart retained by the Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the 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 Preservation Restriction Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns to each term of this instrument whether this instrument is enforceable by reason of 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 government entity to accommodate the purpose of both this Preservation Restriction Agreement and such ordinance or regulation.

AMENDMENT; SUBORDINATION

23. Amendment. If circumstances arise under which an amendment to or modification of this Preservation Restriction Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Preservation Restriction Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Preservation Restriction Agreement or the status of Grantee under the Act, or any applicable laws, including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Preservation Restriction Agreement; shall not affect its stated duration; shall not prohibit residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Preservation Restriction Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records of the Essex South District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment to consult or negotiate regarding any amendment.

24. Mortgage Subordination. Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Agreement. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Restriction Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2023.

GRANTOR:
WOJCICKI HOLDINGS, LLC

By: _____
Mark E. Wojcicki, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Mark E. Wojcicki who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Wojcicki Holdings, LLC.

Notary Public
My Commission Expires

[Grantee's signature is on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st
day of August 2022.

GRANTEE:

CITY OF AMESBURY,
By its Historical Commission

By: Joseph Finn
Name: Joseph Finn
Title: Chair

Approved By:
CITY OF AMESBURY,
By its Mayor



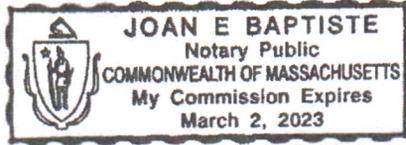
By: _____
Kassandra Gove, Mayor

[Grantor's signature is on preceding page]

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 1st day of August 2022, before me, the undersigned Notary Public, personally appeared Joseph FINN, member(s) of the Amesbury Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the City of Amesbury.



Joan E Baptiste
Notary Public JOAN E BAPTISTE
My Commission Expires March 2, 2023

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ___ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Kassandra Gove, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Amesbury.

Notary Public
My Commission Expires

EXHIBIT A

Architectural/Baseline Description of Property

Baseline Documentation
 (Massachusetts Historical Commission Inventory Form B cover sheet
 prepared 1989 by Kay Flynn and William Young. Continuation sheets prepared
 in 2021 by Essex Preservation Consulting.)

FORM B - BUILDING

AME.474

AREA

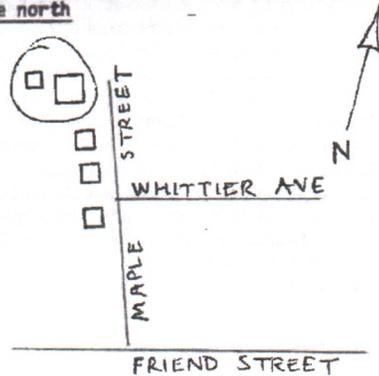
FORM NO.

474



Location
or
filings

Indicate north



Town Amesbury

Address 20 Maple Street

Historic Name _____

James H. Davis House

Use: Present Residence

Original Residence

DESCRIPTION

Date 1874

Source Pictorial Guide

Style Italianate Villa

Architect _____

Exterior Wall Fabric Clapboard

Outbuildings shed-modern

early 20th century 2 bay carriage house
wishing well brick-circular (garage)
 Major Alterations (with dates) _____

Condition excellent

Moved no Date _____

Acreage more than one acre

Setting Located close to the top of Whittie
hill in an area of new (1980's) multiple
units and late 19th century single residence

UTM REFERENCE _____

USGS QUADRANGLE _____

SCALE _____

Recorded by Kay Flynn/William Young

Organization Preservation Plus Inc

Date March 1989

INVENTORY FORM CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

AMESBURY

Area(s) Form No.

AME	474
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Architectural Description

The James H. Davis House (constructed 1874) is located on the westernmost edge of downtown Amesbury, near the northern end of a dead-end street (Maple Street) in the Whittier Hill section of town. The neighborhood is dominated by Italianate and Queen Anne style houses built in the late 19th and early 20th centuries (Photo 2). Most of the homes are single-family residences, although there are some examples with two-family occupancy. The principal exceptions are two large multi-family buildings - a three-story brick condominium building (19 Maple Street) from ca. 1970 on the opposite side of Maple Street from the Davis House and a large nursing home (22 Maple Street) from ca. 1975 to the north (Photo 1). The property on which the Davis House stands includes one acre of land. Maple Street slopes upward, roughly south to north, following the contours of Whittier Hill. The Davis House is situated on a slight rise in the hill and is set back from Maple Street approximately 60 feet (Photos 2 and 3). The property includes the house (Photo 7) and a garage that were built at roughly the same time (Photo 43). Modifications to the house footprint have been limited. The two-story porch at the southwest corner of the building was originally one-story in height and not as wide as the existing, as shown in the attached historic photo. Historic maps suggest that the two and one-half story wing off the northwest corner of the main block was added sometime after 1945 (Photo 29). The irregular intersection with the main block at the roof ridge further supports this (Photo 40).

General Conditions

According to the *Pictorial Guide to Historic Amesbury*, the house was constructed in 1874. It is fine example of a highly ornamented Italianate villa style residence. The house has an irregular footprint, with a rectangular main block (51' x 22') and various protruding features, including a three-story tower and cross-gabled pavilion with a bay window and various porches around the building. The house rises two and one-half stories from a brick foundation (now painted - Photos 17 and 38) and is finished with painted clapboard siding and wood trim elements. The main block is enclosed by a gable roof. The roof of the main block is intersected by cross gables of the northwest wing and central pavilion at the southeast elevation. All of these peaked roofs are finished with asphalt shingles. A simple brick chimney projects from the roof near the east end of the ridge (Photo 39). Six skylights were added to the roof - three on the northwest slope, two on the southeast slope, and one on the southwest slope of the northeast wing (Photos 7, 29, and 40). The two principal elevations (southeast and northeast) are visible from Maple Street and exhibit a higher degree of architectural ornamentation than the two secondary elevations. Each section of the building is trimmed with narrow flat corner boards and prominent cornice window and door surrounds (Photos 7, 22, 29, and 40). All elevations are linked by the same prominent cornice with dentils, tall fascia, and scroll brackets (Photo 14). While some of the exterior fabric was replaced over time, it was undertaken in a manner sympathetic to the historic appearance of the house, duplicating the original elements. All window openings hold modern replacement windows, except the narrow fixed windows of the enclosed porch (Photo 13). Most windows hold one-over-one double hung sashes (Photo 15), although there are scattered examples of multi-pane sashes as well, as noted below. Exterior entry doors were also replaced.

Principal Facade (Southeast Elevation)

The principal facade (southeast elevation) is the most highly ornamented (Photo 7), with a central shallow pavilion (Photo 10) adjoining a three-story square tower (Photo 9). These two elements are flanked by a two-story porch to the west (Photo 16) and a single-story enclosed porch to the east (Photo 8). The central pavilion features a rectangular bay window, a paired window at the second floor, and an octagonal oculus at the attic level within the cross gable. Paneled aprons at the base of the bay window are topped by a decorative band with dentils; the front-facing apron features a circular trim element at its center. Wide flat pilasters with stylized capitals separate

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AME	474
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the windows of the projecting bay. The roofline of the bay window is trimmed with a modified version of the building's main cornice, with dentils and paired brackets. The paired window at the second floor of the pavilion is framed by wide flat trim boards supporting a stylized curvilinear pediment (Photo 11). The oculus within the gable at the attic level is encircled by flat trim. There is a single window topped with a prominent flat hood mould at both floors on the west wall of the pavilion (Photo 16).

The three-story tower has a single window at each floor of the southeast wall and a single window at each of the three additional elevations at the third floor (Photos 9 and 22). All windows have flat trim and shallow gabled hood moulds. The small square first-floor window holds a diamond-patterned sash. There is an entry to the tower from within the enclosed porch (Photo 27); the entry holds a modern door and is topped by a shallow gabled hood mould.

The easternmost bay of the building's main block has a window at the first floor (obscured by the enclosed porch) and another window at the second floor. Both are finished with the same flat trim and hood mould found at most window openings across the building. The enclosed porch features similar high-style detailing to the rest of the building (Photo 8). The porch wraps around and across the northeast elevation (facing Maple Street), where it covers the entire first floor (Photo 22). Rising from a rubble stone foundation, the porch is finished with painted clapboards. Paired windows with six-over-six sashes take up much of the wall space. Windows are separated by slender pilasters and narrow four-pane fixed windows. The roofline is defined by a prominent cornice with dentils and brackets. Principal access to the porch was historically by way of an entry on the northeast elevation (Photo 25). Today the doorway is discernible but no longer operable, as the stoop was removed (stoop visible in the attached older photo). The former entry holds a multi-pane fixed window topped by a five-pane transom and flanked by partial sidelights with paneled aprons. There are two additional exterior entrances to the enclosed porch, on the narrow southwest and northwest walls (Photos 12 and 37). The entries are identical and feature a fully-glazed multi-pane door with a five-pane transom and partial sidelights with paneled aprons. A granite stoop with modern hand railings leads to the northeast entry (Photo 36), while the southwest entry has a wood stoop with recent railings.

West of the central pavilion, the first floor of the main block has a wide entryway and a stout window, both trimmed with flat hood moulds (Photo 19). The entry holds a set of multi-pane sliding doors, while the window has an eight-over-eight double-hung window. Above the entry at the second floor is a paired window with a flat hood mould (Photo 20). A two-story open porch extends beyond the west end of the elevation and across the width of the northwest wing (Photo 16). The historic photo and maps confirm that the porch was originally a smaller one-story porch that terminated at the west end of the main block and was more shallow than the existing porch at the first floor, as is the case with the second level of the porch. The porch roof is supported on paired posts set on paneled bases; two of the pairs appear to be from the original construction. Each of the chamfered posts is ornamented with a scroll bracket (Photo 18); dentils run between the brackets. The extended porch deck at the first floor has concrete footings, vertical skirt boards, and a recent hand railing. The same hand railing was used at the upper level of the porch. Both levels wrap around and cover one bay of the northwest elevation (Photo 40). A set of wood steps leads from the lower level of the porch to the west lawn and to an entry on the southeast face of the northwest wing (Photo 21). The entry holds a recent paneled door with a fan light and is trimmed with flat trim and a hood mould.

Maple Street (Northeast) Elevation

The northeast elevation faces Maple Street and only the second floor and attic level are visible from the exterior (Photo 22). The lower level is covered by the enclosed porch. The corner boards and cornice of this elevation match those at the other elevations, as described above. The gable has shallow returns supported on

Page 3

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paired brackets (Photo 24). This elevation is three bays wide and features three windows at the second floor and a single smaller window in the gable at the attic level. All windows have flat surrounds with prominent hood moulds, as is the case for most window openings across the building. The same is true of two windows at the first floor within the enclosed porch (Photo 26). The northernmost bay at the first floor holds a modern door and is framed in the same manner as the windows.

Northwest Elevation

The northwest elevation features a shallow projecting gabled wing (northwest wing) that covers nearly half the main block (Photo 29). The corner boards and cornice on both the main block and the wing match those at the other elevations. Fenestration on the main block is limited to a recent bay window at the first floor, a small square window at the second floor, and three short windows at the basement level (Photos 35 and 38). The northwest wing is more highly ornamented (Photo 30) than the main block at this elevation. An open porch, matching the details of the two-story porch at the principal facade, runs across the first floor. The first floor is laid out with an entry just off center flanked asymmetrically by two windows (Photos 32 and 33). The entry holds a replacement door with nine glazed upper panels and two solid lower panels (Photo 33). Two windows at the second floor are also arranged asymmetrically. A stout Palladian window is located within the gable at the attic level (Photo 31). Window openings at the first floor hold eight-over-eight sashes, while those at the two upper levels have six-over-six sashes. The door and all windows on this wall have flat casings with hood moulds (Photos 33 and 34).

Southwest Elevation

The southwest elevation is dominated by the northwest wing, which covers half of the main block (Photo 40). The corner boards and cornice on both the main block and the northwest wing match those at the other elevations. The exposed bay of the main block consists of a paired window at the first floor and an entry to the porch at the second floor. Both of the paired windows hold a six-over-six sash topped by a three-pane transom. The doorway at the second floor holds a fully-glazed door (Photo 42). The northwest wing has asymmetrical fenestration with windows of varying sizes - three windows at the first floor and a paired window at the second floor. All windows on this wall hold six-over-six sash (Photo 41), with those at the second floor having six-light transoms. The door and all windows on this elevation have flat casings with prominent hood moulds. The only exceptions are two short narrow basement windows, which have slender flat trim.

Garage

The one and one-half story garage is located just northwest of the house (Photo 5) and appears to have been constructed at the same time or shortly after the house was erected. It was likely a carriage house when first constructed but was labeled as an "auto" garage on the 1918 map (see attached). The garage retains a fair amount of historic fabric, including a door on the southeast elevation and windows (Photo 43). The exterior is finished with painted clapboards trimmed with flat wood stock. The garage has a rectangular main block with a small stair enclosure at the rear for access to the upper level (Photo 45). Rising from a painted brick foundation, the building is enclosed by an asphalt shingled gable roof with a deep overhang at the southeast elevation. Two small gabled dormers project from the southeast roof slope (Photo 46). A cupola vent is centered on the roof ridge. The roof has overhanging eaves finished with flat fascia boards and soffits (Photo 45). Other trim, including corner boards, window casings, and door surrounds are fabricated of painted flat stock.

The gabled front northeast elevation (Photo 43) is dominated by two large garage openings at the first floor (currently no doors in place). A Palladian window is located at the upper level within the gable. The window retains three four-pane wood sashes and a fan light.

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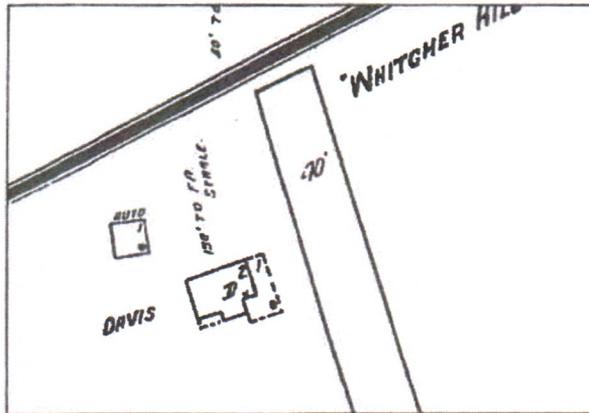
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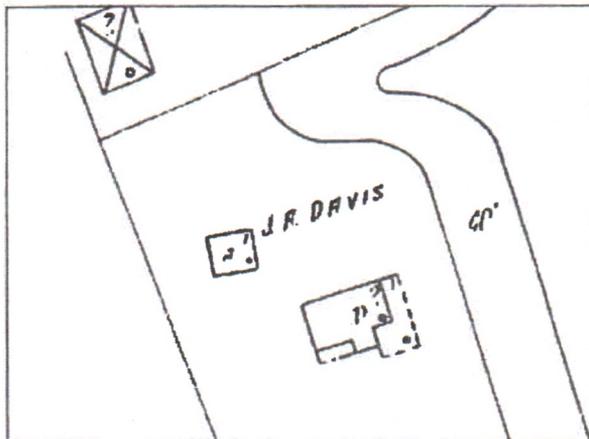
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The southeast elevation consists of the main block and the recessed stair enclosure (Photo 46). The main block is arranged with two pairs of small windows, each with an eight-pane wood window. An entry at the east end holds a historic wood door with a glazed upper panel and two solid lower panels. The recessed wall of the stair enclosure has two windows that light the stair; both hold eight-pane wood windows.

The northwest elevation is similar to the southeast, arranged with the recessed stair enclosure at the west end (Photo 44). The main block mimics the window arrangement and type on the opposite southeast elevation. The stair enclosure has a single six-over-six double-hung wood window. The southwest elevation of the garage has just a single narrow bay of the main block exposed (Photo 45). This bay has a single small window with a six-pane wood sash. The wall of the stair enclosure has a six-over-six double-hung wood window at the lower level and a small blocked window at the upper level.



1918 Map



1945 Map

Exhibit B

Photographs of the Building

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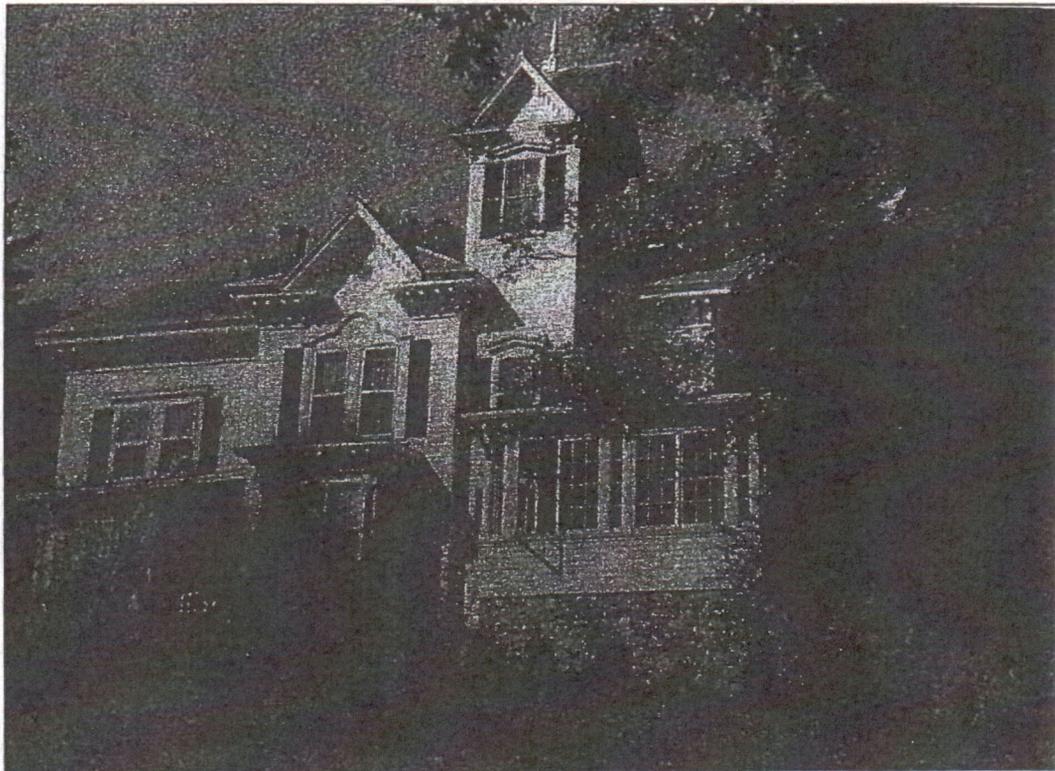
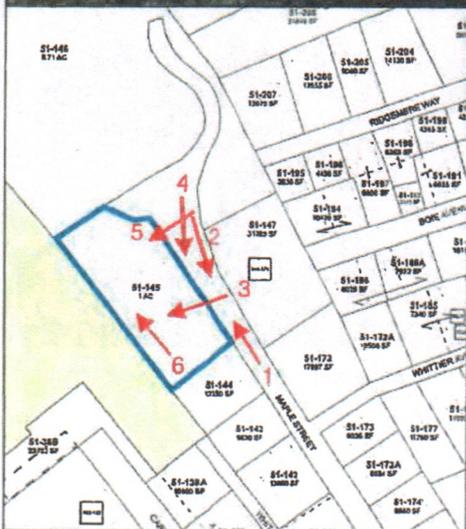
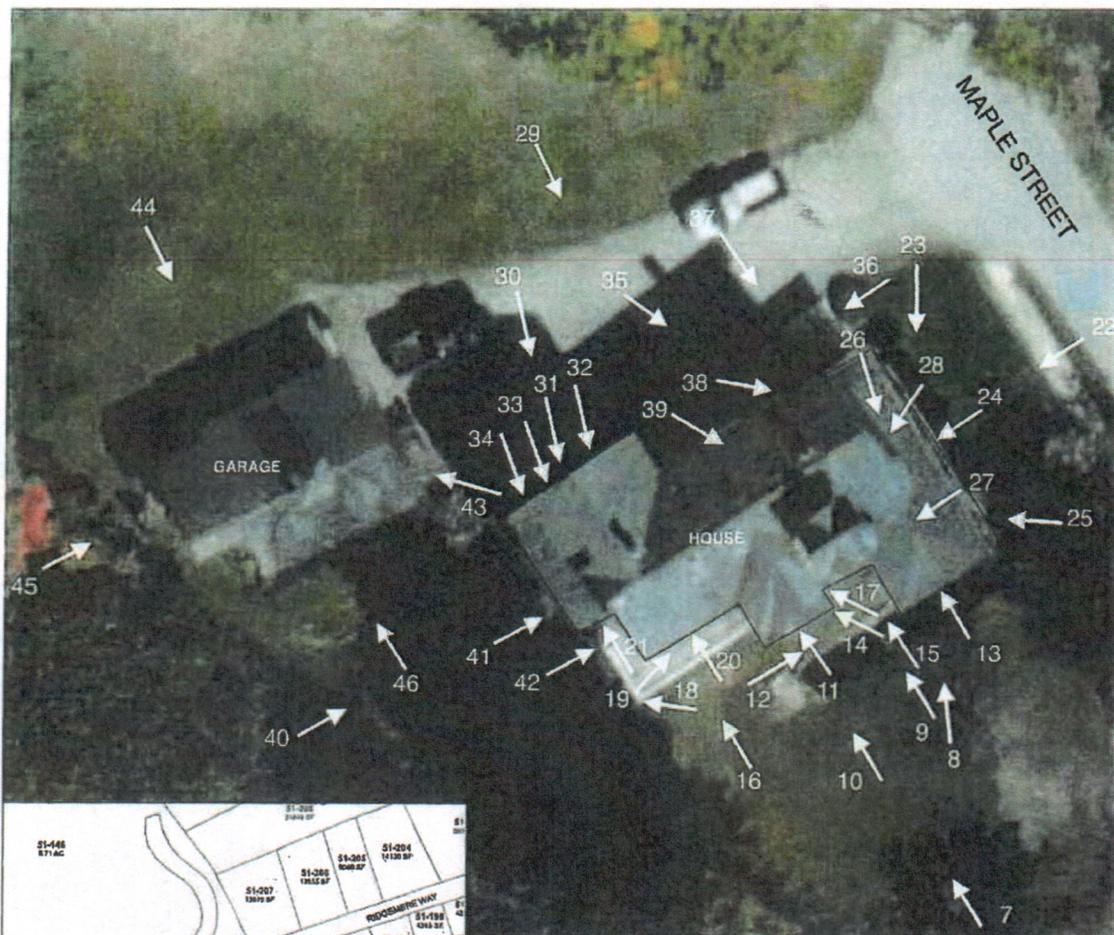
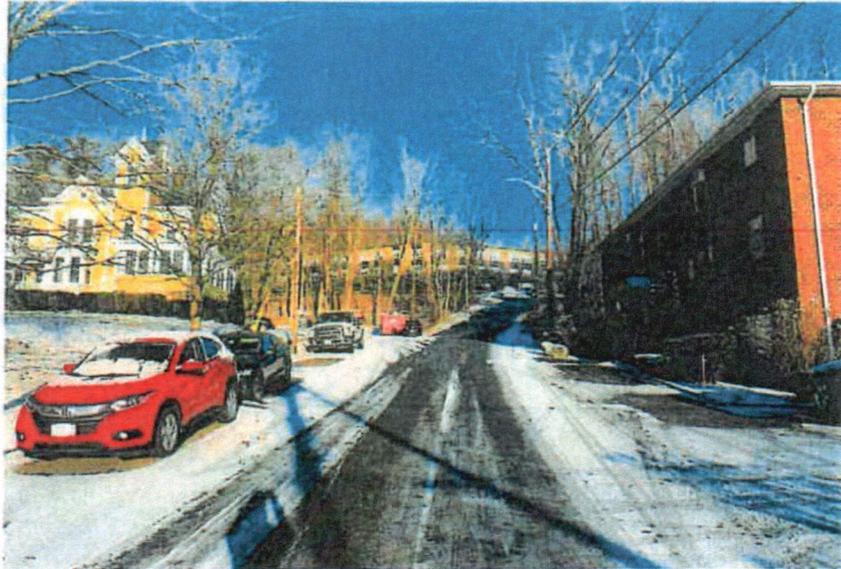


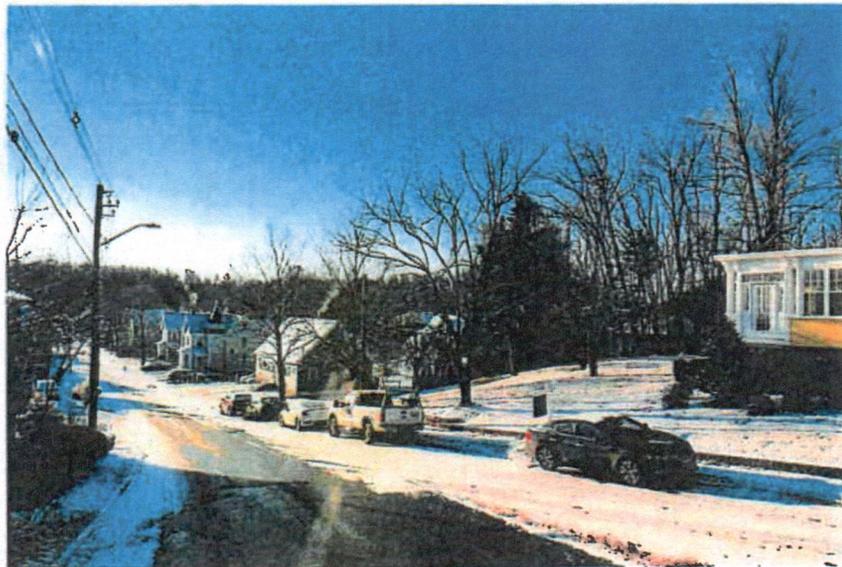
Photo from *Pictorial Guide to Historic Amesbury* (1975)



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1_ Setting - view northwest showing 20 Maple St. (left) and neighboring buildings



2_ Setting - view south showing 20 Maple St. (right) and houses along southwest side of Maple Street

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3_ Site - view west showing land on southeast side of house

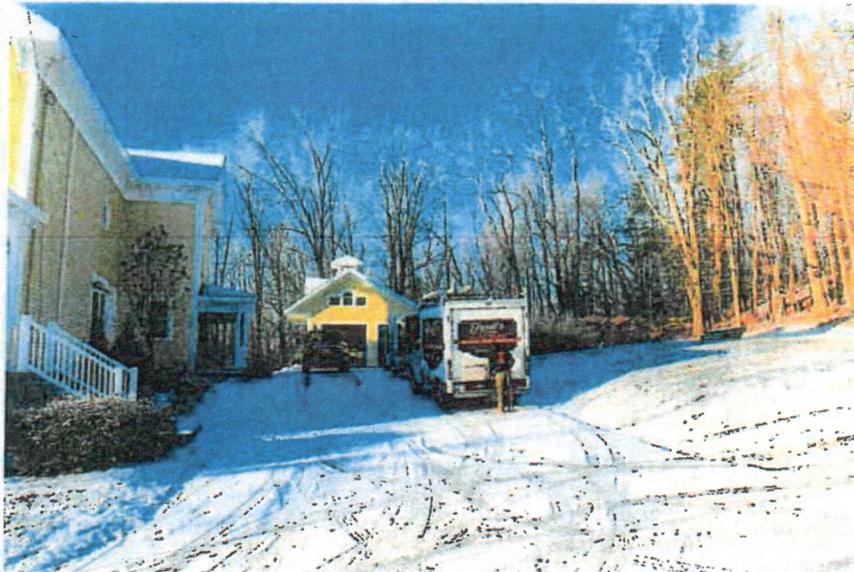


4_ Site - view south showing side yard along Maple Street

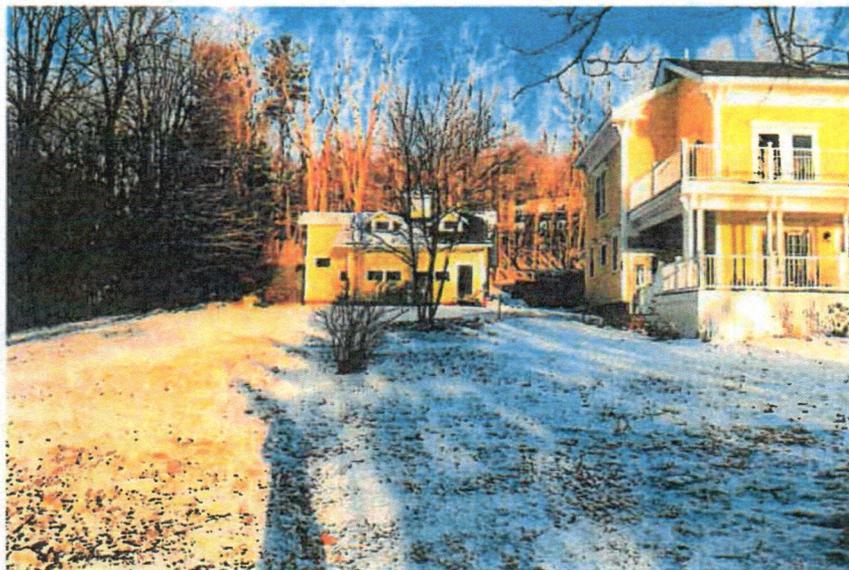


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5_ Site - view southwest showing land and driveway on northwest side of house



6_ Site - View northwest showing land on southwest side of house

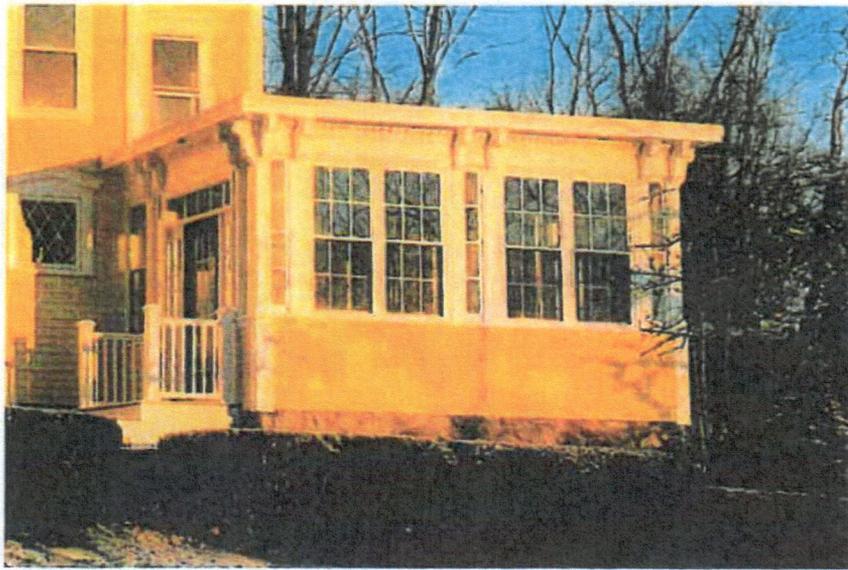


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7_ View northwest showing principal facade (southeast elevation)

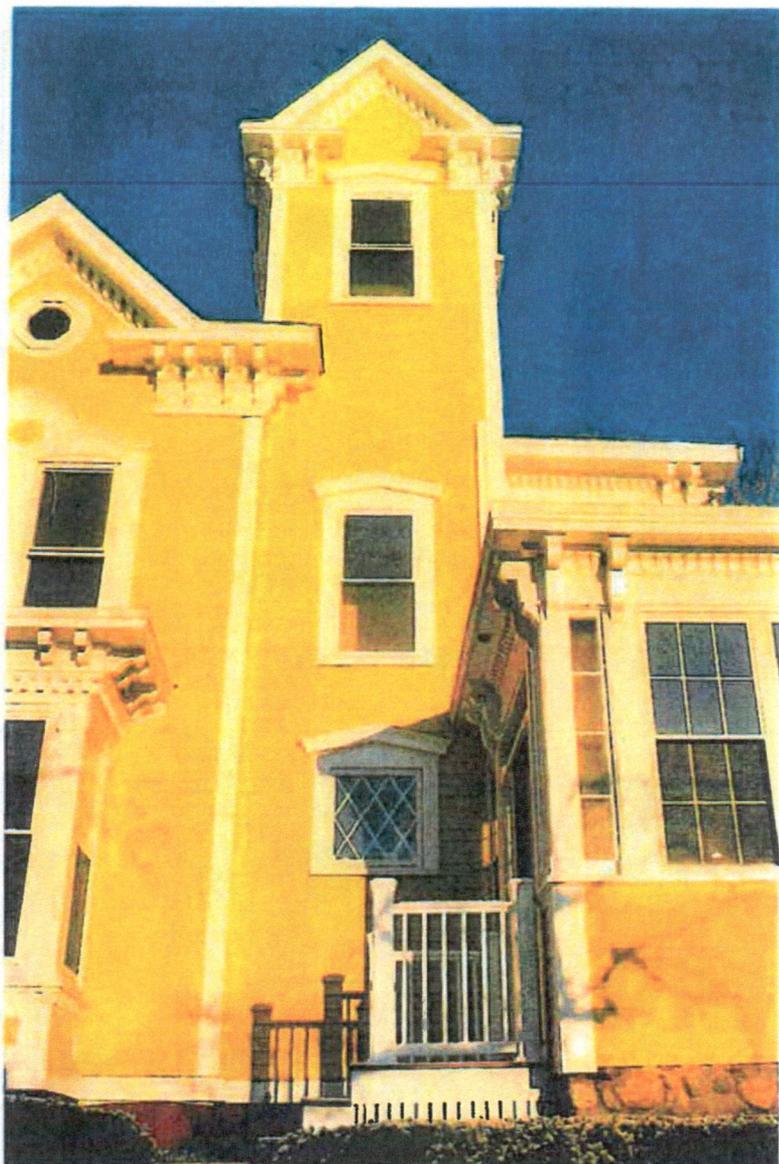


8_ View northwest showing principal facade (southeast elevation) - detail of enclosed porch at east end



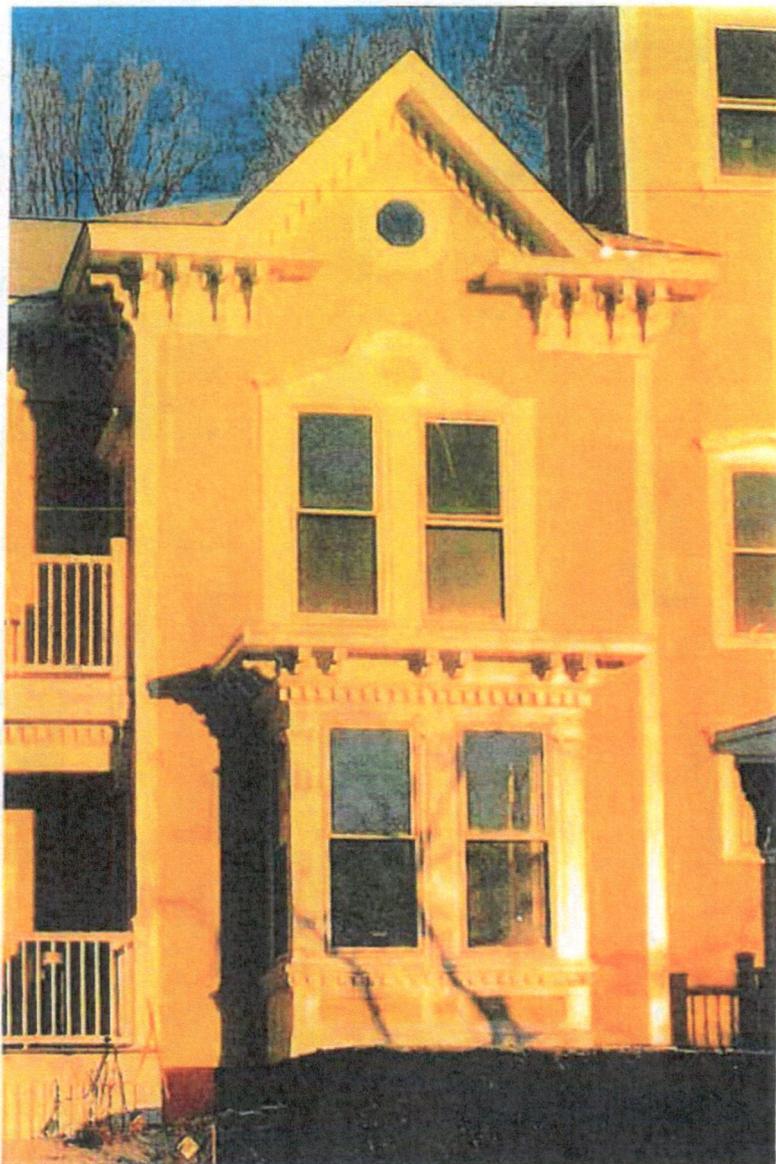
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9_ View northwest showing principal facade (southeast elevation) - detail of three-story tower

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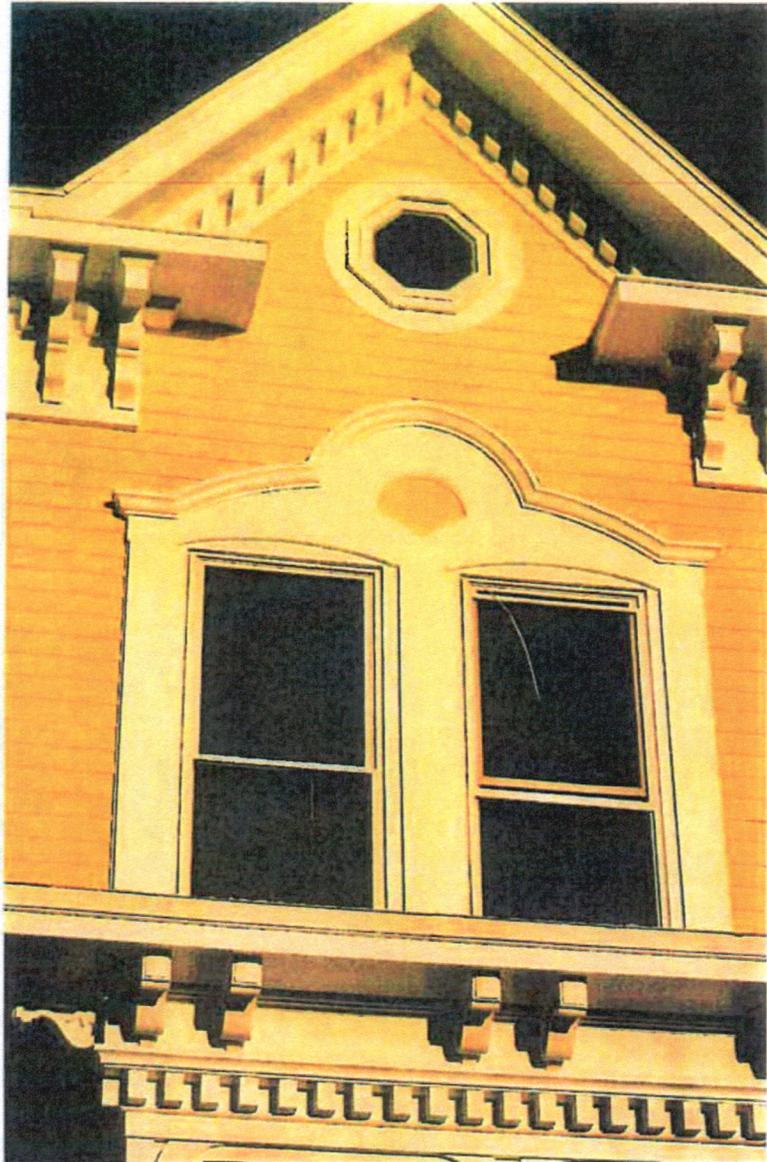


10_ View northwest showing principal facade (southeast elevation) - detail of central bay



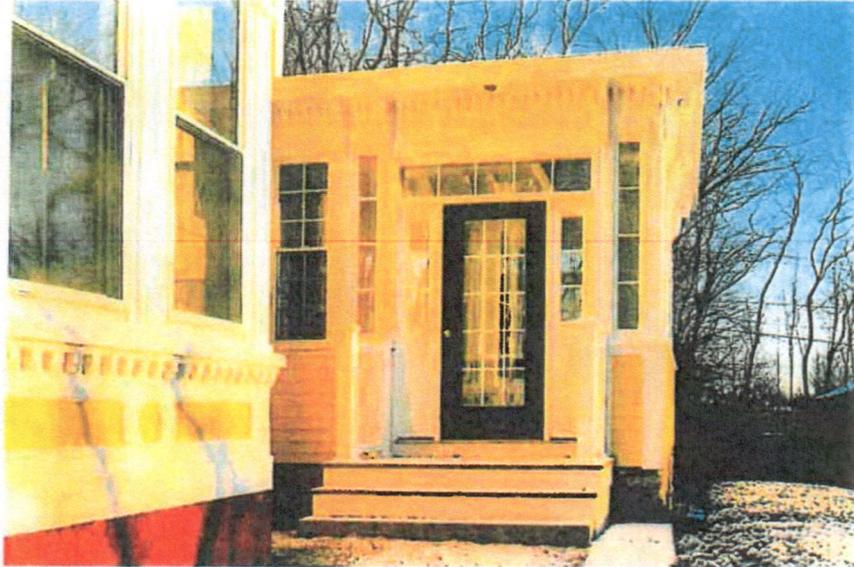
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11_ View northwest showing principal facade (southeast elevation) - detail of upper level windows in central bay

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12_ View northeast showing southwest face of enclosed porch off southeast corner of house



13_ View northwest showing principal facade (southeast elevation) - detail of original narrow window (center) on enclosed porch

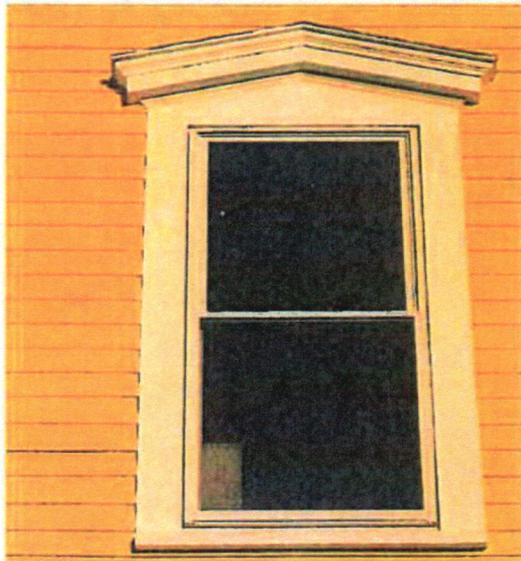


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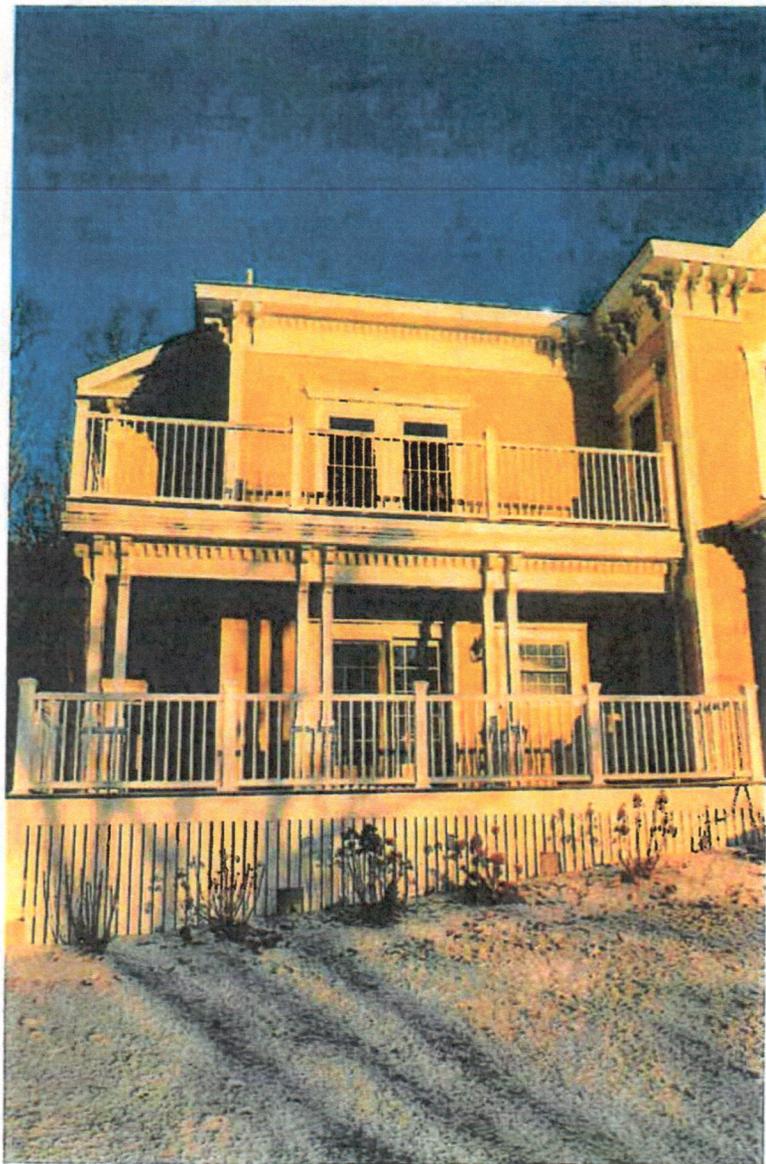


14_ View northwest showing principal facade (southeast elevation) - detail of brackets at cornice of central bay



15_ View northwest showing principal facade (southeast elevation) - detail of window at second floor of three-story tower

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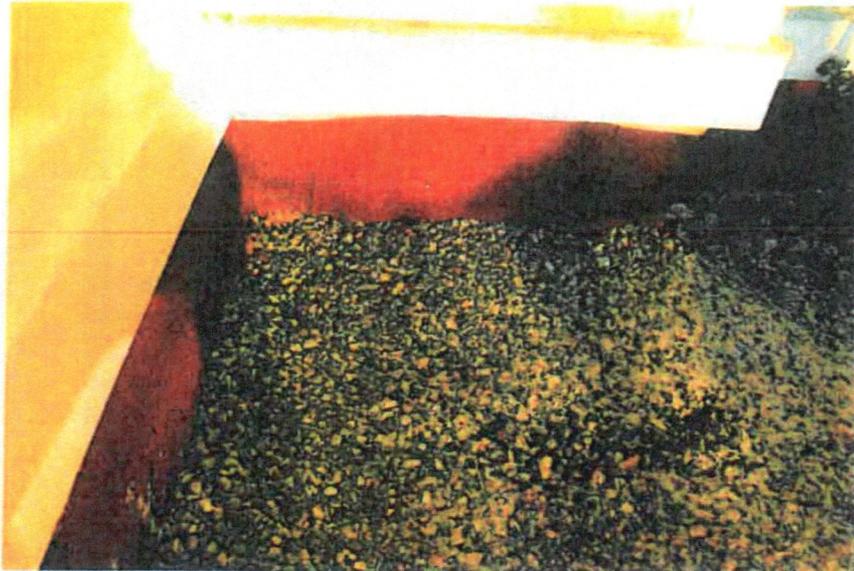


16_ View northwest showing principal facade (southeast elevation) - detail at west end

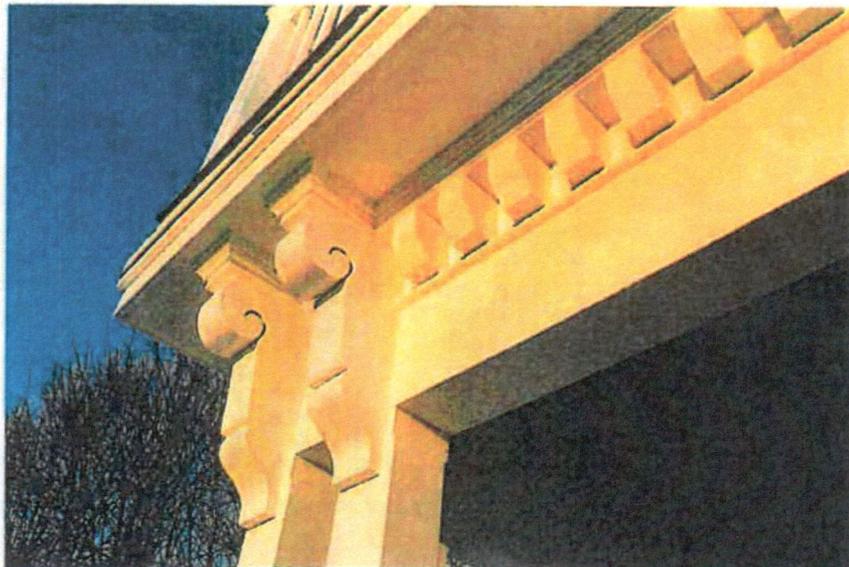


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17_ Detail of principal facade (southeast elevation) showing brick foundation

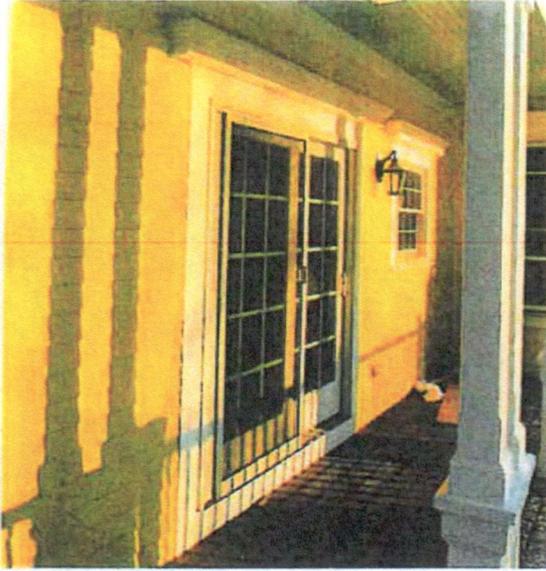


18_ View west showing principal facade (northwest elevation) - detail of two-story porch



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19_ View north showing principal facade (southeast elevation) - detail of wide doorway at west end of first floor

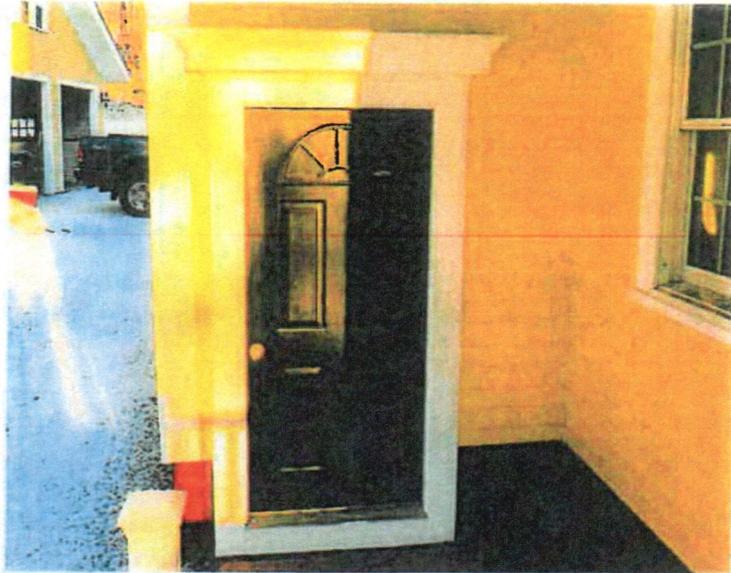


20_ View northwest showing principal facade (southeast elevation) - detail of paired windows toward west end of second floor

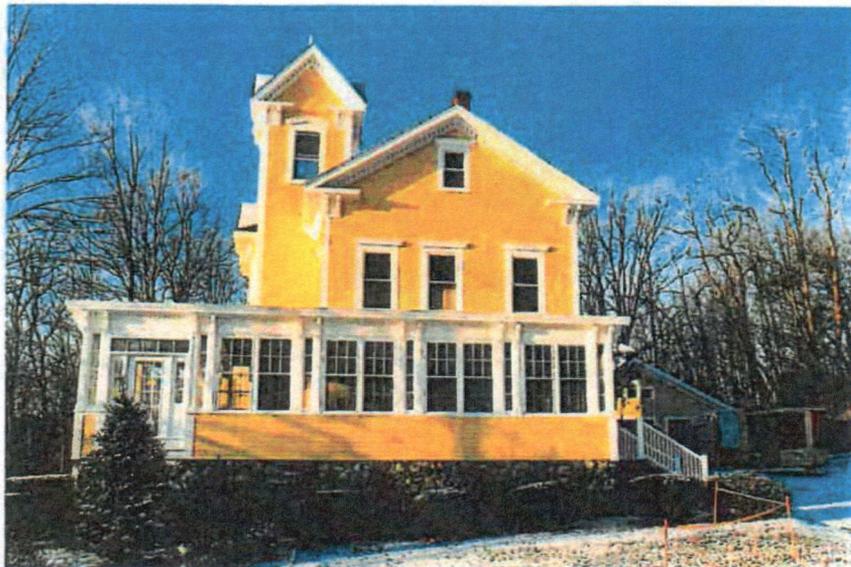


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21_ View northwest showing principal facade (southeast elevation) - detail of entry at first floor of recessed westernmost bay

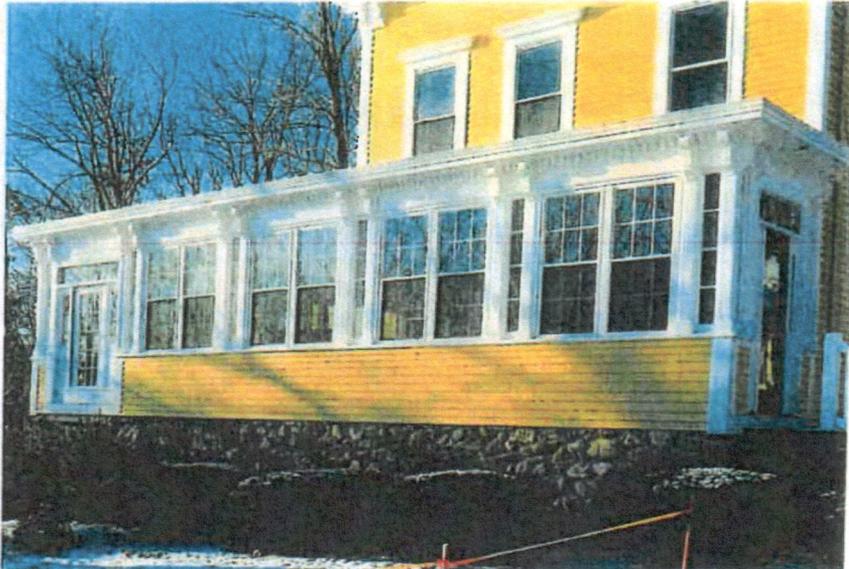


22_ View southwest showing Maple Street (northeast) elevation

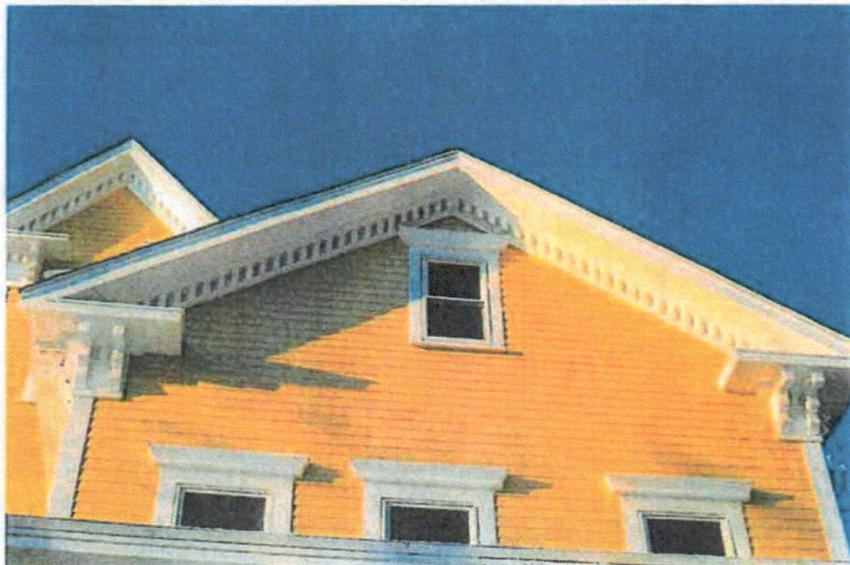


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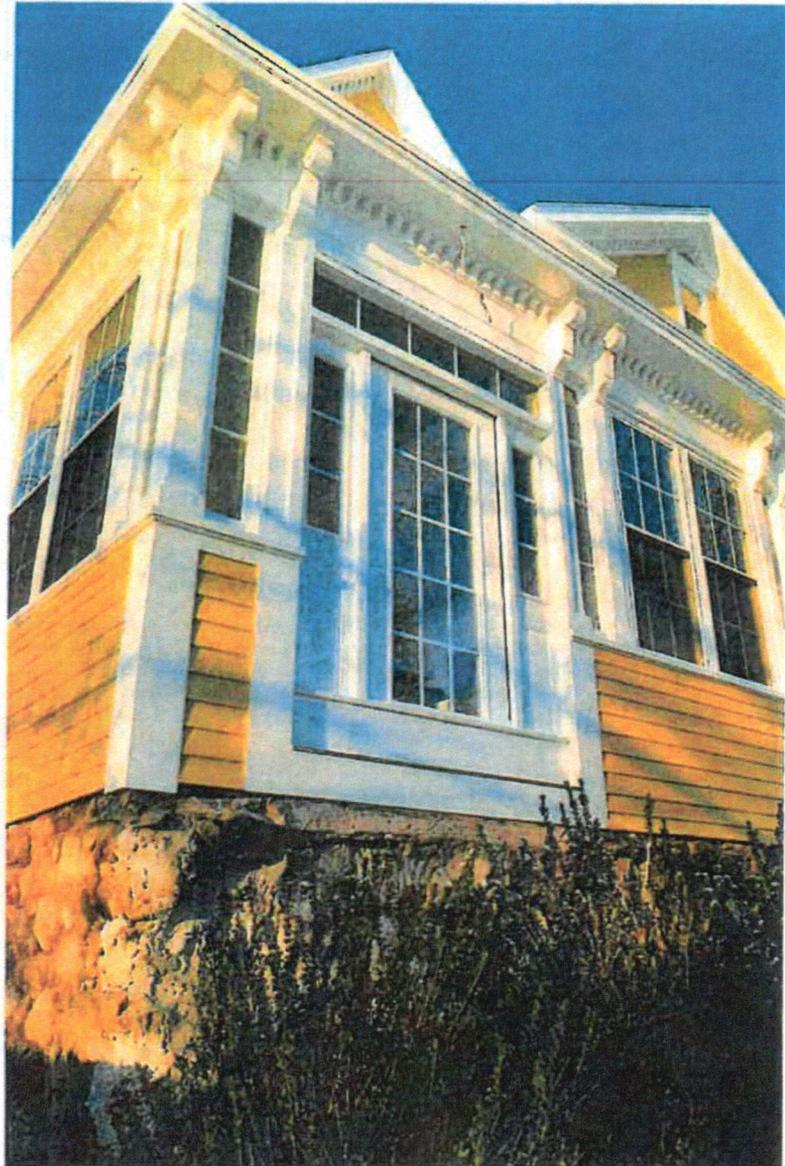


23_ View south showing Maple Street (northeast) elevation - detail of enclosed porch



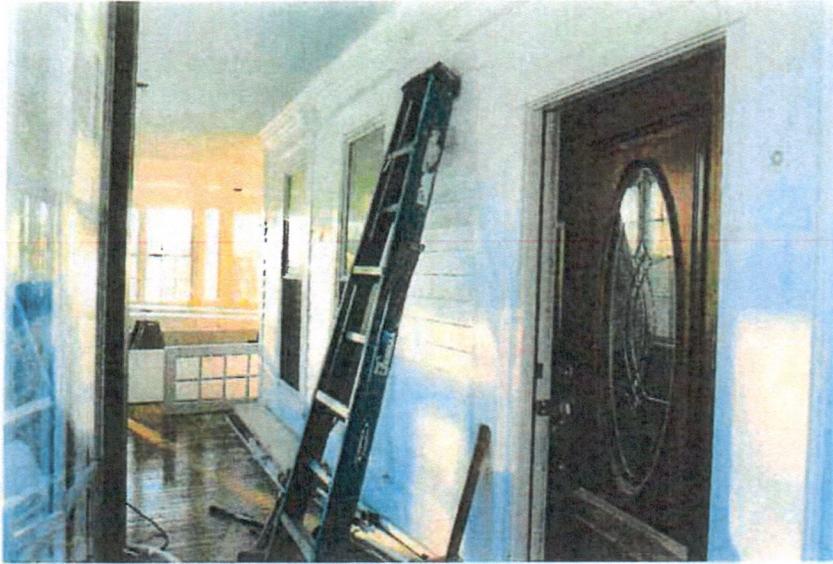
24_ View southwest showing Maple Street (northeast) elevation - detail of gable

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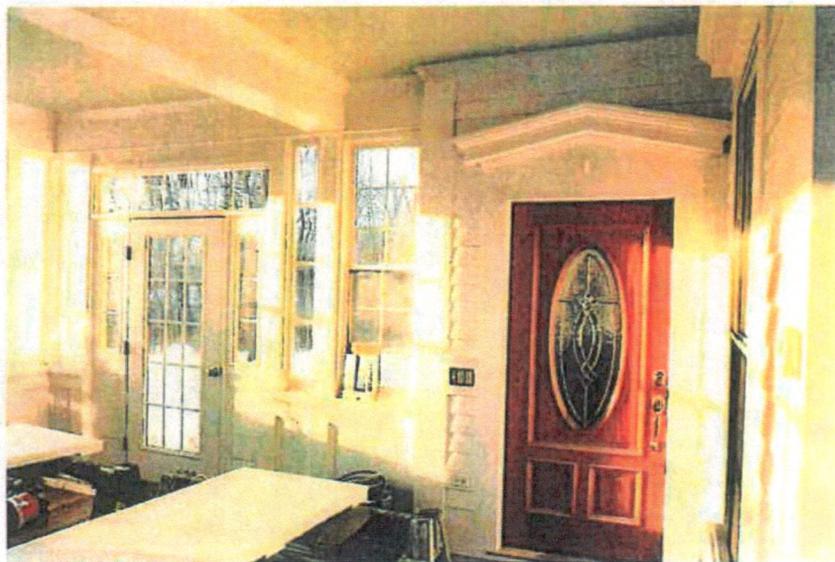


25_ View west showing Maple Street (northeast) elevation - detail of former entry at south end (where stoop removed)

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26_ View south showing Maple Street (northeast) - detail at north end within enclosed porch



27_ View south showing Maple Street (northeast) - detail at south end within enclosed porch

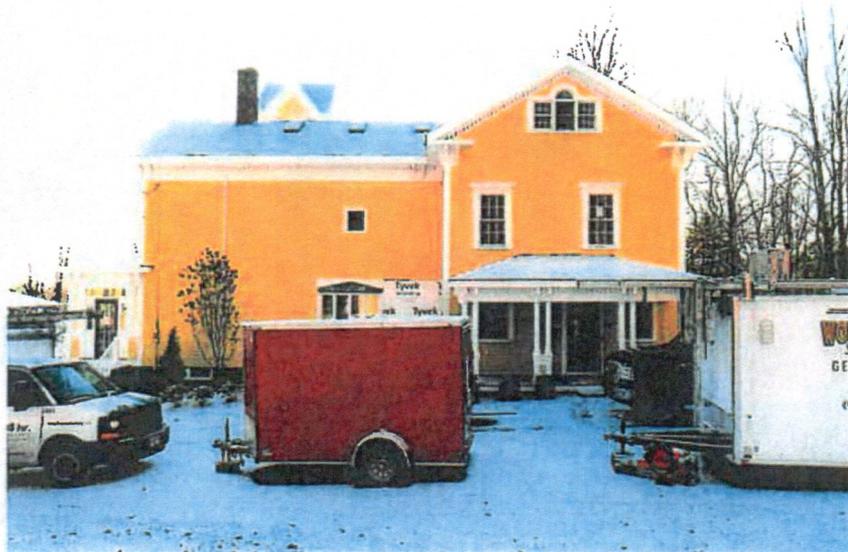


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28_ View south showing Maple Street (northeast) - detail at north end within enclosed porch



29_ View southeast showing northwest elevation



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30_ View south showing northwest elevation - detail of northwest wing

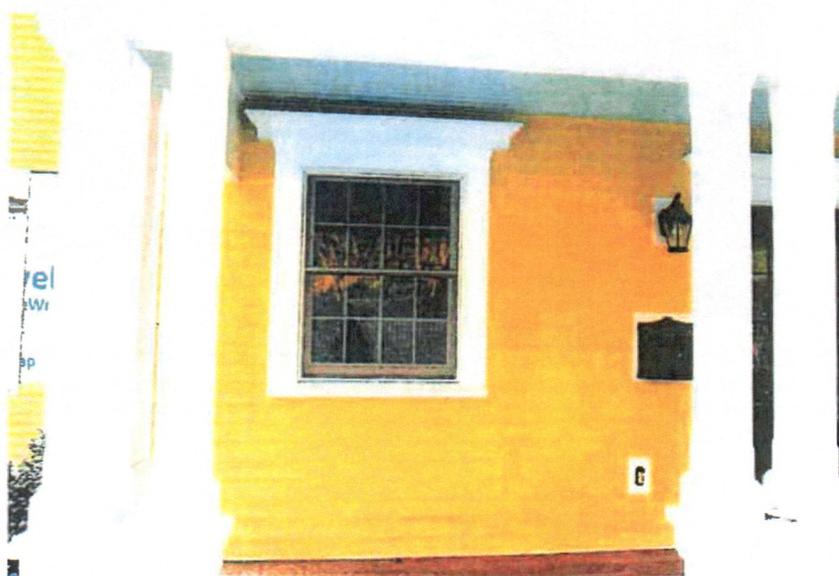


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31_ View southeast showing northwest elevation - detail of window in gable of northwest wing

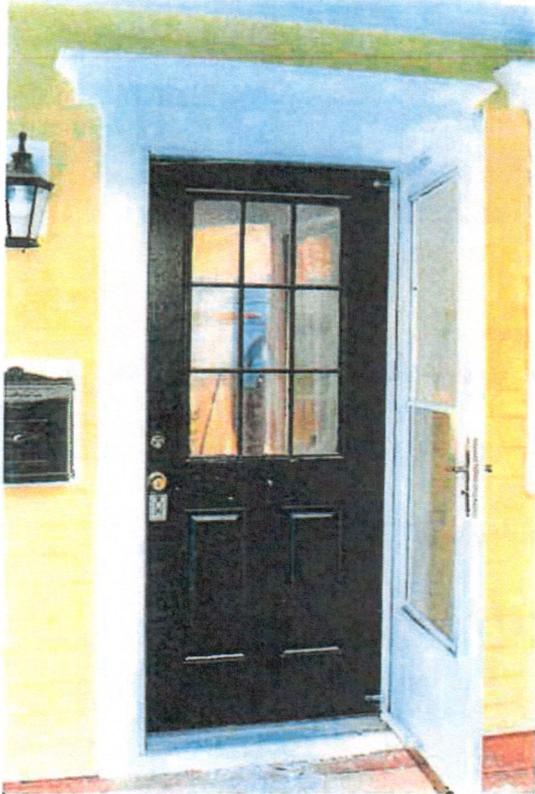


32_ View southeast showing northwest elevation - detail of window at first floor of northwest wing

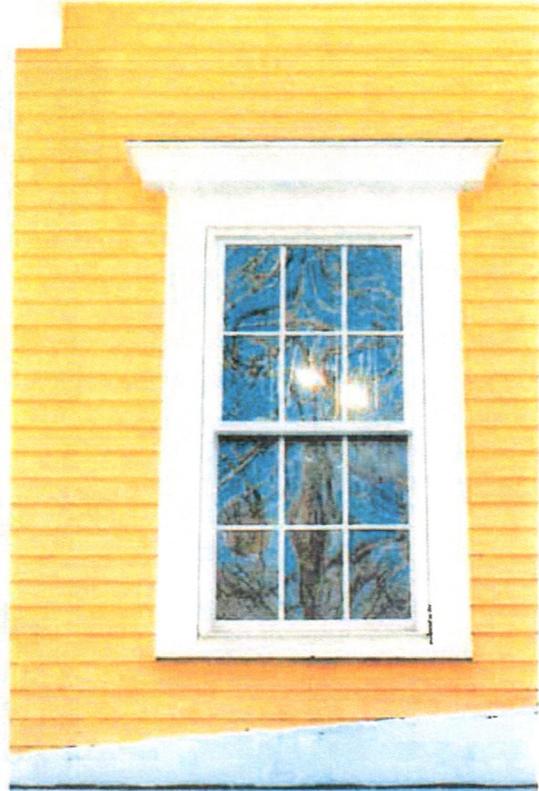


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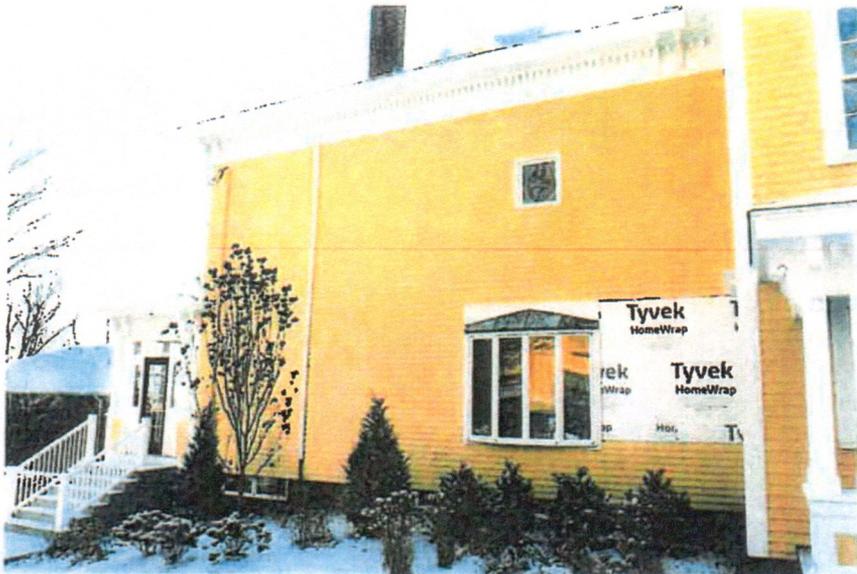


33_ View southeast showing northwest elevation - detail of entry to northwest wing



34_ View southeast showing northwest elevation - detail of window at second floor of northwest wing

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35_ View east showing northwest elevation - detail of main block



36_ View southwest showing entry stoop into enclosed porch off east end of northwest elevation

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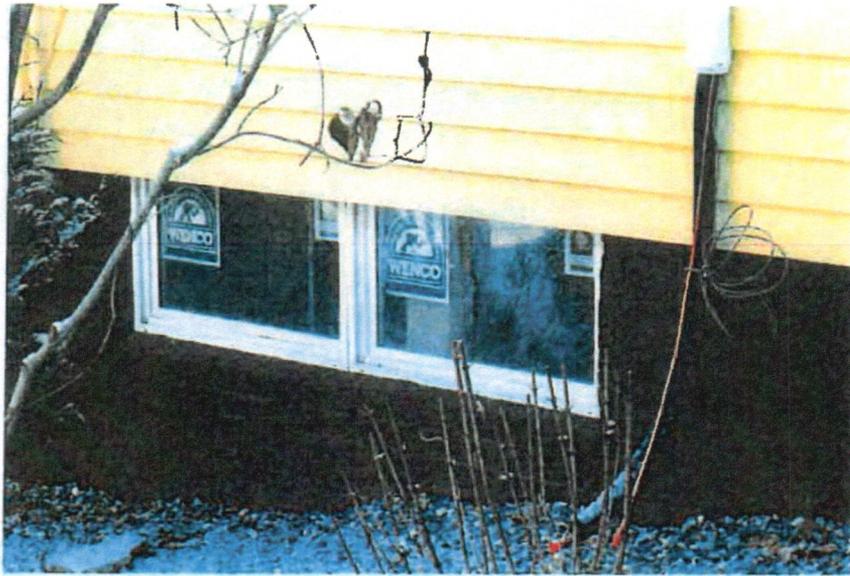


37_ View southeast showing northwest elevation - detail of entry to enclosed porch



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38_ View southeast showing northwest elevation - detail of foundation and basement window

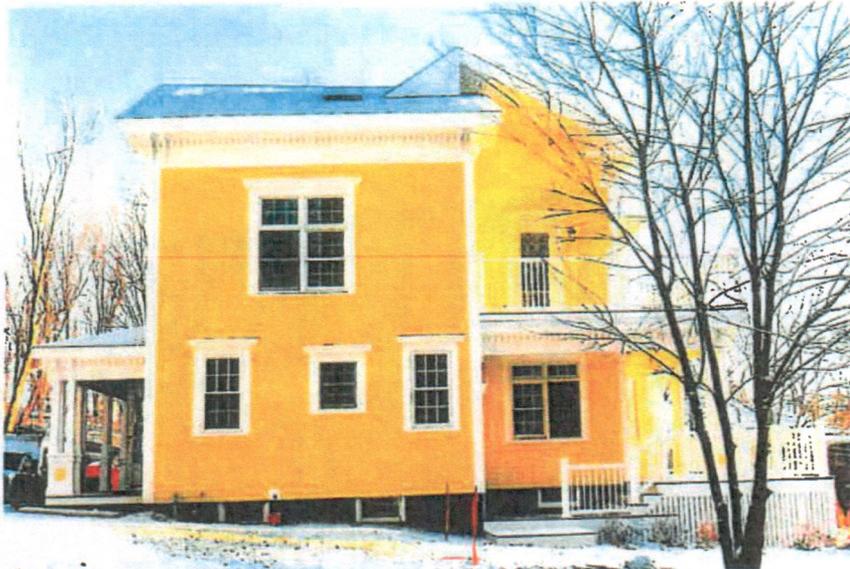


39_ View southeast showing roof over main block (with chimney and skylights) and roof of three-story tower beyond



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40_View northeast showing southwest elevation



41_View northeast showing southwest elevation - detail of windows at first floor of northwest wing

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42_View northeast showing southwest elevation - detail of doorway at second floor of main block



43_Garage - view northwest showing northeast (right) and southeast (left) elevations



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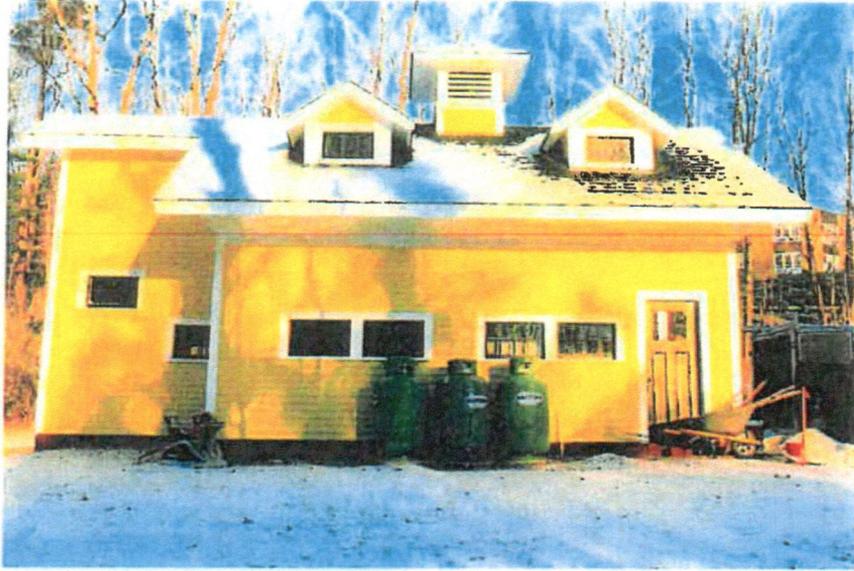


44_Garage - view southeast showing northwest elevation



45_Garage - view northeast showing southwest elevation

 ESSEX Preservation Consulting	<p>JAMES H. DAVID HOUSE 20 MAPLE STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS DECEMBER 2021</p>
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46_ Garage - view northwest showing southeast elevation



JAMES H. DAVID HOUSE
20 MAPLE STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
DECEMBER 2021

Exhibit C
Restriction Guidelines

711726/AMES/0107

41_22-0014PreservationRestrctionAbbCity

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building. Under Paragraph 3, prior permission from the Grantee is required for any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance does not require Grantee review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT

Minor: Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major: Painting or fully stripping exterior decorative surfaces or distinctive stylistic features, including exterior murals, stenciling, ornamental woodwork, stone, and decorative or significant original 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 clapboard, 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 chimney 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.

LANDSCAPING/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, and ground disturbances affecting archaeological resources.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction, such changes must be reviewed by the Grantee in order to assess their impact on the historic integrity of the Property, Building, and other structures.

It is the responsibility of the Grantor to notify Grantee in writing when any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the Property, the Building, and other structures, not to preclude future change. The Commission will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.



A TRUE COPY ATTEST

[Handwritten Signature]
CLERK

Received
City Clerk
2022 APR 16 PM 1:50
City of Amesbury, MA

PLANNING BOARD DECISION

Property Ownership:

**Mark Wojcicki, Wojcicki Holdings LLC
110 Main Street, Amesbury MA 01913**



Applicant:

**Mark Wojcicki, Wojcicki Holdings LLC
110 Main Street, Amesbury MA 01913**

Application Type:

**SITE PLAN REVIEW & SPECIAL PERMIT –
Historic Preservation &
DEFINITIVE SUBDIVISION**

Project:

3 Lot Subdivision with one (1) existing historic residential structure

Location:

20 Maple Street, Amesbury, MA 01913

Date:

March 28th, 2022

A. GENERAL

On or about 01/24/2022, the Amesbury Planning Board (the “Board”) received applications for Special Permit, Site Plan Review and Definitive Subdivision (“Project”) at 20 Maple Street in Amesbury MA. The application was submitted along with a Site Plan (the “Plan”) drawn on 01/03/2022 by Atlantic Engineering & Survey Consultants Inc, 97 Tenney St., Georgetown MA 01833 and last revised on 3/19/2022 and submitted along with supporting documents by Nicholas Cracknell on behalf of Mark Wojcicki of Wojcicki Holdings LLC (the “Applicant”). The set of plans consists of four (4) sheets and includes civil and landscaping plans.

The initial public hearing was held on 2/28/2022 and continued to subsequent meetings. The public hearing was closed and a decision was rendered on 3/28/2022. This is the Final Action of the Board ("Decision") on the Special Permit, Site Plan and Definitive Subdivision Plan applications.

B. FINDINGS:

1. **Subject Property:** The Property is located at 20 Maple Street and is identified on the Assessors Database as Map 51, Lot 145. The parcel is zoned residential (R-8). The subject property consists of a total area of approximately 1.0+/- acres. The parcel has frontage along Maple Street;
2. **Existing Conditions:** The Property currently has a single family residential structure with a detached garage. The Board finds that the proposal has identified the existing site and building conditions adequately in the application;
3. **Project Description and Proposed Use:** The purpose of the definitive subdivision plan is to create one lot with the existing house and two additional lots with new single family residential structures as shown on the proposed subdivision plan (See Exhibit #1). Some improvements are also proposed along Maple Street along with the extension of the existing roadway to provide frontage and access to one of the new lots;
4. **Site Layout, Grading and Building Location:** The general layout of the site does not change significantly. The new single family structures have been laid out to enhance the landscape and historic nature of the existing structure. The architectural designs of the new homes have also been reviewed by the Board (See Exhibit #3) and Design Review Committee. Some of these changes have been made as a result of deliberations during the public hearing process and comments from the Board. The Board finds that the changes to the site plan are desirable for the proposed historic preservation and the subdivision (See Exhibit #1);
5. **Architectural Design:** Detailed elevations and floor plans have been provided to the Board along with the proposed site plan. The Board finds the architectural design satisfactory provided the final construction drawings for the new houses are consistent with these drawings (See Exhibit #3);
6. **Historic Preservation Proposal:** The application includes a historical assessment and documentation report of the historical significance of the building and its character defining

features. A historic preservation restriction approved by the Amesbury Historical Commission and the City of Amesbury will be placed on the property and building and will be required to remain in place in perpetuity (See Exhibit #4);

7. **Public Impact:** The subject property is located in an area with existing municipal utility services. The approved subdivision plan shows improvements to the existing right of way (Maple Street) and has been found to be adequate for the proposed uses. The Board finds that the project will not create any undue burden on the utilities, municipal services or public infrastructure by the proposed changes to the existing property. The Board finds that the proposed use
 - a) is desirable and compatible with the character of the neighborhood,
 - b) will not be an intensification of the existing uses, and
 - c) is not detrimental to the public health or welfare.

8. **Other Permits Needed:** The Applicant has not requested any other permit from the Planning Board and no other relief has been granted except as outlined in this decision. The Board finds that the Applicant may need the approval of the Amesbury Historical Commission if there are any changes proposed to the building design, improvements or repairs other than those that have been approved within the Preservation Restriction.

Based on the findings noted above, the Board finds that the Project satisfies the Special Permit Criteria under Section X.J, Section XI. J2 and Site Plan Review criteria under Section XI.C of the Amesbury Zoning Bylaw (the "Bylaw"). In addition, the findings noted above are made under Amesbury Subdivision Rules and Regulations as well.

C. WAIVERS

The Applicant requested waivers sought from the specific provisions of the Zoning Bylaw. The Board has endeavored to grant waivers from those rules and regulations, only to the extent necessary, where the waivers are consistent with the purpose and intent of the regulations and would not threaten public health, safety or welfare and to minimize harm and disruption to the locus and real property abutting the locus. In the event that further waivers are required, the Applicant shall submit a written request for such waiver(s) to the Board and the Board may grant or deny such additional waivers in accordance with applicable rules and regulations in effect at that time. The waivers listed in Table 1 are the only waivers granted to the extent necessary to construct the approved plan as submitted and revised:

Lot 1:

1. Rear yard setback for the principal structure of 12 feet versus 25 feet.

Lot 2:

1. Left side yard setback for the principal structure of 8 feet versus 15 feet.
2. Right side setback for the accessory structure of 6 feet where 15 feet is required.
3. Rear yard setback for the accessory structure of 8.5 feet where 25 feet is required.

Lot 3:

1. Frontage of 32 feet where 80 feet is required.
2. Left side yard setback for the principal structure of 8 feet where 15 feet is required.
3. Rear yard setback for the principal structure of 16 feet where 25 feet is required.

TABLE 1:

Section(s) of Zoning Bylaw	Requested Waiver	Decision of the Board
Lot 1 – Dimensional Requirements	As above	Granted to the extent necessary to construct the plan as approved and as per approved building designs and landscape plan as approved by the Board and a View Easement (to the benefit of Lot 2) is recorded on Lot 1
Lot 2 – Dimensional Requirements	As above	Granted to the extent necessary provided a Historic Preservation Restriction is recorded and a View Easement (to the benefit of Lot 2) is recorded on Lot 1

Lot 3 – Dimensional Requirements	As above	Granted to the extent necessary to construct the plan as approved and as per approved building designs as approved by the Board and a public access easement is recorded as shown on the plan and that all off-site improvements including landscaping and vegetative buffers are completed as per approved plans
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D. APPROVAL OF THE SITE PLAN AND CONDITIONS THERETO

Upon notice and after a public hearing in accordance with the statute (General Laws, Chapter 40A, section 11 and Chapter 41T) the Amesbury Zoning Bylaw and Subdivision Rules and Regulations, and after full consideration of the evidence presented, and upon the findings made in Section B of this Decision, the Board granted a Special Permit and Site Plan Approval for the proposed Historic Preservation application along with an approval for the three (3) lot Definitive Subdivision Plan for property located at 20 Maple Street in Amesbury MA as shown on the approved Plan further upon the conditions and hereinafter set forth, for the premises described in the application.

I. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS:

The Project and all construction, utilities, off-site improvements and all related appurtenances with respect to the Project, shall comply with all applicable local, state and federal regulations except as waived specifically by this Decision. The Applicant shall be responsible for acquiring all other local, state and federal permits and approvals as necessary to construct the Project as approved by the Board. Final action on all other permits shall be submitted to the Board for record.

II. GENERAL AND IN PERPETUITY CONDITONS

1. **Allowed Uses:** This Decision allows three (3) residential single family structures, including the existing historic residential structure as shown on the final Site Plan. No other new structures, changes to building footprints or increase in the number of units or lots except as shown on the approved plan set is allowed by this Decision. Changes to uses or changes to the subdivision plan shall only be allowed after subsequent review and approval by the Board;
2. **Historic Preservation Restriction** – The Special Permit is granted subject to the terms of a permanent Historic Preservation Restriction as approved by the Amesbury Historical Commission and accepted by the City of Amesbury and to be recorded prior to issuance of any occupancy permit or sale of the existing residential structure(s) on Lot 2, whichever is

earlier. The Applicant shall be responsible for all legal costs associated with the review and approval of the legal documents and shall be required to provide the necessary funds in advance of the City's approval and acceptance of the final documents. No exterior alterations, additions, modifications to the building footprint or removal of any of the architectural and character defining features of this structure shall be allowed except as approved by this Decision as shown on the plan. Any architectural element requiring repairs or replacement shall be done in a manner consistent with the historically correct details and materials and pursuant to the Preservation Restriction ("Restriction") as per the provisions of Section XI.J.2. The Historic Preservation Restriction shall be submitted to the City for acceptance within thirty (30) days of recording of this Decision. In the event that the Restriction is not accepted by the City, the Restriction shall be placed on record at the registry of deeds as a perpetual covenant on the existing structures on Lot 2;

3. **Site and Building Design Guidelines** – The new residential structures and garages shall conform to the building design as per attached Exhibits and as approved by DRC;
4. **Historic marker:** A historic plaque shall be installed on the building as per approval by the Amesbury Historical Commission;
5. **Draft Deeds:** Draft deeds for the new lots shall be provided to the Board for review prior to release of these units by the Board for sale and construction;
6. **Right to Enter and Inspect Property:** The Applicant shall as a condition of approval grant to the Planning Board, any representative of the Board, city officials responsible to inspect and review the construction activity, the right to enter the property until such time as the site improvements are complete as per approved plans;
7. **Performance Bond:** The Applicant shall be required to post a surety with the Board to ensure that all right of way and other site improvements are installed and completed as shown on the Final subdivision plans. Prior to release of funds, the Board shall verify that the work has been completed as per approved plans. The form and amount of surety shall be subject to final approval by the Board;

8. **Final Release of the Performance Bond** - Final release of performance bond shall be made when all the following conditions have been met:
- a. Upon completion of all off-site improvements and stormwater management system, submission of an "As-Built Plan" to the Board along with a written confirmation from a Registered Professional Engineer (P.E.), indicating that construction complies with the approved site plans and conditions of approval; and
 - b. all landscaping plant materials (trees, shrubs, etc) have survived two (2) growing season and that dead plants have been replaced as per Final Plans;
9. **As-built Plans:** To ensure compliance with the terms and conditions of this Decision and any approval or order by any federal or state agency, the Applicant shall submit to the Board complete and detailed Progress "As-Built" Plans with its request for a Certificate of Occupancy for any of the new single family residential structures approved in this Decision. Before release of the performance guarantee, the Applicant shall have prepared and submitted Final As-Built Plans, which shall indicate the actual location of permanent monuments; inverts and location of required utilities and drainage; location of all underground utilities; and location of all permanent structures. The accuracy of such Final As-Built Plans shall be certified by a Land Surveyor or a Professional Engineer, Registered in the Commonwealth of Massachusetts, retained by the Applicant. Any damage to public roads and walkways shall be repaired and/or replaced to the satisfaction of the Director of Public Works.
10. **Changes to Definitive Subdivision Plan, Project Density or Design** - No further subdivision of the property or increase in density shall be allowed without further review and approval by the Board. Any change to the site plan or any of these conditions of approval, including, but not limited to, the building footprint and driveway locations, landscaping plans, architectural design criteria and the approved building construction materials, site improvements and finished grades or to any recorded legal documents shall only be allowed after review and approval by the Board. Substantive revisions to the Final Plans, such as changes to the building design or any of its exterior façade details, addition of dwelling units, relocation of more than one property line, relocation of the access driveways or other

substantive changes from the Final Plans shall not be permitted without further review and written approval of the Board;

11. **Site Plan and Special Permit Modifications:** Prior to expansion, addition or alteration of uses not allowed by this Site Plan and Special Permit Approval, the Applicant shall provide detailed information and plans along with a formal written request for modification to the approved Site Plan and Special Permit for determination of minor or major modification and approval by the Board. Any substantial modifications to the approved Site Plan or changes that impact the criteria under Section X.J, Section XI.J2 or the Performance Standards under XI.C.8 or conditions of approval of this Decision shall be subject to review and approval of the Board. The Board shall, if it so determines, require the applicant to submit a new application for modification to the approved Site Plan and/or Special Permit and hold a new public hearing for review of the requested modifications; and

12. **Validity:** This special permit is valid only for the use and structure to the extent approved in the Decision and shall expire within three years from the issuance date if construction is not started in that time period. Any changes to the site plan, uses or other improvements shown on the approved plan without the approval of the Board shall render those unauthorized improvements or changes null and void. This permit shall become final only upon 1) the recording of the Decision by the Board for the final Site Plan and Definitive Subdivision Plan; and 2) the issuance of all other state and federal permits required to start any construction activity allowed per this permit. The Site Plan Approval shall expire upon the expiration of the special permit, unless said permit(s) is extended by the permit granting authority.

IV. PRIOR TO ENDORSEMENT OF PLANS

The approved plans shall become Final Plans upon recording of the endorsed plans. The following conditions shall be met prior to endorsement of the approved plans:

1. **Covenant(s)** - A covenant, in a form acceptable to the Board, shall be recorded on the development as outlined in Section 6.09.B of the Subdivision Rules and Regulations stipulating that Lot 1 and Lot 3 shown on the plan shall not be released for construction until a Performance Guarantee and the Erosion Control and Sedimentation Bond have been established with the Board. For health, safety and welfare of the future inhabitants of subdivision, the Board shall not release these lots until such time that there is adequate and safe access for vehicles, including emergency vehicles, to the Property and provided that there are no other issues concerning the public health, safety and welfare. This covenant is to be received by the Board prior to the commencement of any of the improvements approved and shown on the Plan and will remain in place until the Applicant posts a Performance Guarantee, which will be reviewed and approved by the Board, in order to complete all of the improvements as per Final Plans. The form of the Performance Guarantee, adequacy and or amount shall be reviewed and approved by the Board;
2. **Notations** - The following notes shall be added to the Plans that will be endorsed and recorded:
 - a. A note shall be added that states that *"The existing buildings on Lot 2 are subject to a permanent Historic Preservation Restriction, held by the City of Amesbury in perpetuity, to be recorded herewith."* and a notation to this effect shall also appear upon any deeds to any individual unit within the multi-family building on said property;
 - b. *"This subdivision of Land is subject to the Planning Board decision recorded herewith and conditions stated therein";*
 - c. A note shall be added to reference the Board's Decision and date of approval;
 - d. *Lot 1 is subject to a View Easement Area to the benefit of Lot 2 that prohibits the installation of any trees, shrubs over 4 feet in height or any permanent structures within this area. A restrictive covenant shall be included to this effect in the deed and such easement shall be recorded separately as well;*

- e. *Lot 3 is subject to a public access easement and shall be identified by the installation of a split rail fence and two granite markers on the lot. A recorded public access easement shall be included by reference in the deed for said lot;*
 - f. *"No further subdivision of any parcel or any changes to the number of residential lots or units thereon, the lot configuration, or the lot lines shall occur without a further review and approval from the Board" and a notation to this effect shall also appear upon any deeds to any property within the subdivision;*
3. **Public Easements and Covenants** - A copy of legal documents and plans describing all covenants, and easements affecting the use of the subject property shall be submitted to the Board for review and approval, said easements to be shown on the Plan to be recorded, and restrictions to be noted on such subdivision plan. The Applicant also shall submit to the Board any written or recorded instruments granting or agreeing to such easements and covenants;
 4. **Lot Closure Calculations** - Final lot closure calculations shall be provided by the Applicant as required under the Subdivision Rules and Regulations;
 5. **Revisions to the Final Site Plan and Supporting Documents:** The Final Site Plan shall be revised pursuant to this Decision and final comments of the Board and its representatives as part of submission of final plans for endorsement by to the Board. Specifically, the following revisions shall be made to the Definitive Subdivision Plan set:
 - a. The proposed subdivision plan shall be revised to show all the final grades on individual lots and final first floor finished elevations of the proposed new residential structures;
 - b. The total square footage of the view easement on Lot 1 along with linear dimensions for said area shall be indicated on the subdivision plan;
 - c. A final landscape/planting and fencing plan shall be provided to the Board for review and included in the final subdivision plan set. All installation and associated details shall be shown on the plan. All existing trees that are proposed to be preserved shall be clearly indicated on the planting plan; and

- d. The garage on Lot 3 shall be moved to provide a minimum of 8 feet side yard setback from the property line.
6. **CAD Drawings** - Three copies of all drawings and site plans as approved by Board shall be provided as Computer Assisted Drawings (CAD) on Compact Disks to the Board;

III. PRIOR TO START OF ANY CONSTRUCTION ACTIVITY ON SITE

The Applicant shall file with the Board and all other relevant public agencies for review and for consistency with this Decision any documents and shall have completed the following actions:

1. **Legal Documents:** The following documents shall be submitted to the Board and the Building Inspector:
 - a) **Documents Recorded at the Southern Essex Registry of Deeds:**
 - i. Planning Board Decision and Plan Set - A copy of this Decision and Definitive Subdivision Plan Set endorsed by the Board;
 - ii. Recorded Covenant, as described herein.
2. **Submission of Architectural Drawings:** A copy of the complete set of detailed architectural elevations and floor plans for the proposed new residential structures shall be submitted to the Board. The final architectural drawings shall be sufficiently annotated to describe in detail the building materials, details and color scheme for the building. The Board shall review the final construction drawings to establish conformance with architectural drawings presented to the Board, which approval shall not unreasonably withheld, before making request for a building permit for said building (See building design standards);
3. **Final Private Utility Layout:** The Applicant shall obtain all necessary private utility permits, including but not limited to gas pipeline, electric, telephone and cable service required by the respective utilities. Documentation of all Permits/approvals issued by private utilities pertaining to the development of the Project shall be provided to the Board for record.
4. **Erosion Control Barriers** - Prior to the commencement of any site work, an erosion control barrier (hay bales staked end to end and siltation fence firmly anchored with six (6) inches of

soil on the uphill side) shall be installed along limit of disturbance for new construction as shown on the approved Final Plan. Additional erosion control may be necessary along the proposed driveway of lot 1 until such time as paving has been completed. The erosion control barrier shall be maintained until all disturbed areas have been stabilized to the satisfaction of the Board and its representatives.

5. **Sedimentation and Erosion Control Surety** – The Applicant shall be required to post Surety with the Board for Sedimentation and Erosion Control in accordance with the provisions of Section 6.05 of the Subdivision Rules and Regulations and to ensure that all drainage and erosion control measures are carried out on site, including both the proposed roadway improvements, drainage system, other site improvements and grading upon the individual lots, as per the Final Plans and other engineering drawings.
6. **Pre-Construction Conference** - At least five (5) business days prior to any initial site work, a Pre-Construction conference shall be held with the Applicant, Applicant's contractor, a representative of the Board, and representatives of the City Departments having an interest in the Plan. Said meeting shall be for the purpose of familiarization with the project, the conditions of approval, and the project's construction sequence and timetable. Copies of all other permits shall be provided to the Board in advance of this meeting; and
7. **Request for Pre-Construction Conference:** The request for a Pre-Construction Conference shall be acted upon by the Board only AFTER the Board has received and reviewed ALL of the documents required per this Decision before start of construction and has determined that the Project is ready to proceed to the construction phase. Upon authorization by the Board, its representatives shall schedule the Pre-Construction Conference;
8. **Inspectional Services** - The Applicant shall request the Board to start Inspectional Services (for right of way improvements only) and provide the necessary funds to the Board at least 21 days in advance of start of any construction activity on site.

V. PRIOR TO MAKING REQUEST FOR LOT RELEASE

The Applicant shall file with the Board and all other relevant public agencies for review and for consistency with this Decision any documents and shall have completed the following actions:

1. **Adequate Access and Stormwater controls** – Prior to making request for Lot Release for any of the lots, except Lot 2, shown on the approved subdivision plan and having access from Maple Street, the proposed improvements to Maple Street as per approved plans shall be substantially completed. The Applicant shall submit an interim As-Built plan showing that the site has been graded, stabilized and roadway construction (to the binder course) has been completed to ensure emergency access for public safety. All stormwater management systems located outside of the public right of way shall be substantially complete to the satisfaction of the Board or its agents. The Board's inspectional engineer shall issue a letter approving the construction and the interim As-Built plan;
2. **Stormwater Calculations**: Pre and post development drainage and stormwater runoff calculations shall be provided to demonstrate that there is no adverse impact on abutting property owners due to the change in grades or increase in impervious surface areas due to the proposed development; and
3. **Building Permit Form** - The Applicant or their successors shall provide the Building Inspector with the form attached with this decision completed and signed off by each of the City officials listed on that form (PB200601-BUILDING);

VI. DURING CONSTRUCTION

The following shall apply to all construction activity as per approved Site Plan:

1. **Stockpiles** -. Earth material stockpiles shall not be allowed immediately adjacent to perimeter siltation barriers, steep slopes or drain inlets. Long term stockpiles over 30 days shall be shaped stabilized and circled by siltation fence and haybales and shall be stabilized by temporary seeding, sheeting or netting;

2. **Repair and Cleanup**: The existing roadways shall be kept clean of all earth materials during the construction phase. Any damage to public roads and sidewalks shall be repaired and/or replaced to the satisfaction of the DPW Director and City Engineer;
3. **Utility Trenches** - Utility trenches within the public right of way shall be saw-cut prior to excavation. Open trenches shall be backfilled with bank gravel and compacted to 95%. Trenches shall be paved with asphalt binder to a minimum depth of three (3) inches and overlaid curb to curb to a minimum depth of one and half (1.5) inches. Water service trenches shall be infrared joint paved. The Director of DPW and the City Engineer shall have the final signoff on the right of way improvements and any change to these standards or those shown on approved plans shall be subject to their review and approval; and
4. **Construction Activities** - During construction, except within the individual building envelopes, the Applicant and its agents and employees shall conform to all local, state and federal laws regarding noise, vibration, dust and use of public roads and utilities. The Applicant shall at all times use all reasonable means to minimize inconvenience to residents in the general area and maintain safe and adequate vehicular access on Perkins Street. Construction shall not commence on any day Monday through Saturday before 7:00 AM. Construction activities shall cease by 6:00 PM Monday through Friday and by Noon on Saturday. No construction or activity whatsoever (except for interior finishing) shall take place on Sunday;
5. **Police Detail** - The Applicant shall, if needed, pay for any police details associated with construction on the site along Maple Street;

VII. PRIOR TO MAKING REQUEST FOR AN OCCUPANCY PERMIT

The Applicant shall file with the Board and all other relevant public agencies for review and for consistency with this Decision any documents and shall have completed the following actions:

1. **Certification of Improvements** - The Applicant shall request the Board for a Certificate of Improvements and submit it to the Building Inspector from the Board verifying that all

conditions of approval have been met and that construction to date is in conformance with the approved plans;

2. **Recorded Documents:** The following documents shall be submitted:
 - a) Lot 1 - Historic Preservation Restriction - A copy of the Final Preservation Restriction pursuant to the provisions of Section XI. J2 as recorded at the Essex Registry of Deeds shall be submitted to the Board;
 - b) View Easement on Lot 1 to the benefit of Lot2; and
 - c) Public Access Easement on Lot 3;
3. **Landscape Installation** - All site improvements, including landscaping and trees shall be completed and installed as per approved Landscape Plan prior to making application for the occupancy permit for any of the new residential structures. Alternatively, the Board shall retain a landscape performance bond equivalent to twice the amount to make all approved landscape improvements at the time the first certificate of occupancy is officially requested by the Applicant;
4. **Infrastructure Improvements:** All off-site infrastructure improvements and the on-site stormwater drainage system shall be completed as per Final Plans. The Applicant shall request written confirmation from the City Engineer and DPW Director that the finished construction of all utilities that all municipal structures located within the public right of way are adjusted to appropriate finished grade, and are adequately accessible for future maintenance;
5. **Architect's Certification:** The Project Architect, registered in the Commonwealth of Massachusetts, shall submit a certification to the Board certifying that the new residential structures proposed on the new lots on Maple Street, have been built in conformance with the architectural drawings approved by the Board; and
6. **Public Way Repairs:** Any damage to public roads and walkways shall be repaired and/or replaced to the satisfaction of the DPW Director and City Engineer;

7. **As-Built Plans and Lot Closure Details** – The Applicant shall submit plans with a certification from a Professional Engineer or Architect registered in the Commonwealth of Massachusetts that the ROW improvements "As-Built Plan" complies in all substantive engineering details with this Decision. Additionally, the stormwater management systems installed on individual lots shall be certified by the Applicant's engineer and shown on the final as-built plan. Final lot closure calculations shall be provided to the Board and the monuments shall be installed as appropriate for legal documentation purposes and transfer of properties to future owners;
8. **Occupancy Form** - The Applicant or their successors shall provide the Building Inspector with the form attached with this decision completed and signed off by each of the City officials listed on that form (PB200602-OCCUPANCY).

Chair, Amesbury Planning Board

EXHIBITS

Exhibit #1:

Definitive Subdivision Plan – Civil Set

Exhibit #2:

Landscaping Plan and fencing details

Exhibit #3:

Architectural Drawings, prepared by Scott Brown Architects, 29 Water Street, Newburyport MA 01950

Exhibit #4:

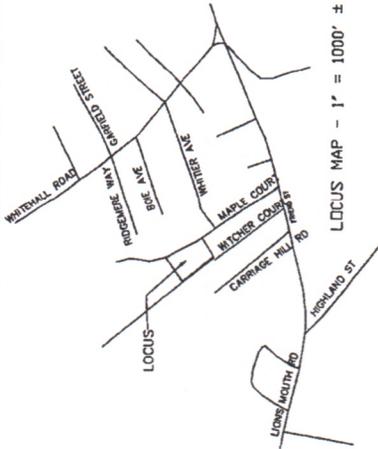
Historic Preservation Restriction – excerpts

Exhibit #5:

Building Design and Landscaping Standards

DEFINITIVE SUBDIVISION UNDER SPECIAL PERMIT APPLICATION FOR HISTORIC PRESERVATION PLAN AT 20 MAPLE STREET IN AMESBURY, MASSACHUSETTS

- PLAN INDEX
SHEET 1 — TITLE SHEETS
SHEET 2 — EXISTING CONDITIONS
SHEET 3 — PROPOSED PROPERTY LINES & DWELLINGS
SHEET 4 — SITE GRADING, UTILITIES & DETAILS



ASSESSOR'S LOCATION
ASSESSOR'S MAP 51, PARCEL: 149
RECORD ADDRESS: 20 MAPLE STREET
OWNER OF RECORD
WALDOH HOLDINGS, LLC
110 MAIN STREET, AMESBURY, MASS
DEED REF: BOOK 40324, PAGE 238
APPLICANT
WALDOH HOLDINGS, LLC
110 MAIN STREET, AMESBURY, MA

ZONING DISTRICT - R-8
AREA = 6,000 S.F.
FRONTAGE = 60 FT.
SETBACKS - SIDE = 15 FT.
 - REAR = 30 FT.

SUBDIVISION WAIVERS
WAIVERS FROM THE AMESBURY SUBDIVISION REGULATIONS
UNDER THE HISTORIC PRESERVATION SPECIAL PERMIT.

PLANNING BOARD DECISION NOTES
THE FOLLOWING NOTES ARE TAKEN FROM THE PLANNING BOARD DECISION REFERRED TO IN THE PLANNING BOARD DECISION REPORT.
APPROVED WASHINGTON PLAN CONSISTING OF SHEETS 1 THROUGH 4 INCLUDING AS APPLICABLE TO INDIVIDUAL SHEETS.

GENERAL NOTES

- THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES SHOWN ON THESE PLANS ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL UTILITIES WHICH ARE TO BE EXPOSED, REPAIRED, OR REPLACED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL UTILITIES WHICH ARE TO BE EXPOSED, REPAIRED, OR REPLACED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL DIMENSIONS AND GRADING ON THE SITE AND SHALL IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL DIMENSIONS AND GRADING ON THE SITE AND SHALL IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER.
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- UNLESS OTHERWISE SPECIFIED, ALL INSTALLATION, CONSTRUCTION AND CONSTRUCTION MATERIALS SHALL, IN ALL RESPECTS, CONFORM TO MASSACHUSETTS STATE BUILDING CODE, (LATEST EDITION) AND ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY CODES.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL DIMENSIONS AND GRADING ON THE SITE AND SHALL IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER.
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RESERVED FOR RECORD USE
AMESBURY PLANNING BOARD
APPROVAL UNDER SUBDIVISION CONTROL LAWS IS REQUIRED

DATE: _____

APPROVED DEFINITIVE SUBDIVISION/SPECIAL PERMIT SUBJECT TO THE CONDITIONS STATED IN A "MEMORANDUM OF DECISION" DATED _____ BY THE AMESBURY PLANNING BOARD, ON BEHALF OF THE CITY OF AMESBURY, AND A COPY OF WHICH IS RECORDED HEREWITH AND SUBJECT ALSO TO THE RECORDING OF THIS PLAN AND SAID DECISION IN THE SOUTH COUNTY REGISTER OF DEEDS ON OR BEFORE _____

CLERK CERTIFICATION
I, THE CLERK OF THE CITY OF AMESBURY, MA DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN FILED FOR RECORD IN THE PLANNING BOARD OFFICE OF APPROVAL OF THIS PLAN AT THIS OFFICE ON _____ AND THAT UNDER THE PROVISIONS OF THE MASSACHUSETTS SUBDIVISION LAWS AND THE RECORDING OF THIS PLAN HAS BEEN RECEIVED AND THE TRUSTY HAS BEEN NOTIFIED AFTER SAID NOTICE PERIOD.

CITY CLERK _____ DATE _____

I HEREBY CERTIFY THAT THIS PLAN IS IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE PLANNING BOARD AND THAT THIS PLAN WAS PREPARED UNDER THE PROVISIONS OF THE MASSACHUSETTS SUBDIVISION LAWS AND THAT I BELIEVE IT CONFORMS WITH THE PROVISIONS OF SAID LAWS AND REGULATIONS.

THE PRACTICE OF LAND SURVEYING IS A PROFESSIONAL SERVICE AND THE PRACTICE OF THIS PROFESSION IS LIMITED TO THOSE INDIVIDUALS WHO ARE LICENSED AS PROFESSIONAL SURVEYORS BY THE BOARD OF REGISTRATION OF PROFESSIONAL SURVEYORS OF THE COMMONWEALTH OF MASSACHUSETTS.

DEFINITIVE SUBDIVISION OF LAND
AT
20 MAPLE STREET
IN
AMESBURY, MASSACHUSETTS

TITLE SHEET

PREPARED FOR: THOMAS B. WELLS
WALDOH HOLDINGS, LLC
110 MAIN STREET, AMESBURY, MA

DATE: JAN. 3, 2022

PROJECT: **WALDOH HOLDINGS & SUBDIVISION CONSULTANTS INC.**
97 TENNEY STREET - GERRYSTOWN, MA 01533
PHONE: 413-352-7970 FAX: 413-352-9940
WWW.WHCONSULTANTS.COM

REV: 03-21-2022 REVISED PLAN
REV: 03-08-2022 CITY COMMENTS
REV: 03-18-2022 AMESBURY

RECORDED FOR HISTORY USE
 AMESBURY PLANNING BOARD
 APPROVAL UNDER SUBDIVISION CONTROL LAWS IS REQUIRED

DATE: _____

APPROVED DEFINITIVE SUBDIVISION/SPICIAL PERMIT SUBJECT TO THE CONDITIONS STATED IN A "SUBDIVISION RECORD" DATED _____ BETWEEN THE AMESBURY PLANNING BOARD, ON BEHALF OF THE CITY OF AMESBURY, AND _____

A COPY OF WHICH IS RECORDED HEREIN AND SUBJECT ALSO TO THE TERMS AND SAID DECISION IN THE SOUTH EASTERN RECORD OF RECORDS ON RECORD.

CLERK CERTIFICATION
 I, THE CLERK OF THE CITY OF AMESBURY, MA DO HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD WAS MAILED TO THE APPLICANT AT THE OFFICE ON _____ AND THAT UNDER THE PROVISIONS OF THE CITY CHARTER AND THE RELEVANT STATUTES, THE TWENTY DAYS NOTICE PERIOD HAS BEEN COMPLETED WITHOUT RECEIVING ANY OBJECTION TO THE PLAN.

CITY CLERK _____ DATE _____

I CERTIFY THAT THIS PLAN IS IN ACCORDANCE WITH THE MAPS AND REGULATIONS OF THE CITY OF AMESBURY, MASSACHUSETTS. I FURTHER CERTIFY THAT THE PLAN IS IN ACCORDANCE WITH THE ZONING REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF MASSACHUSETTS.

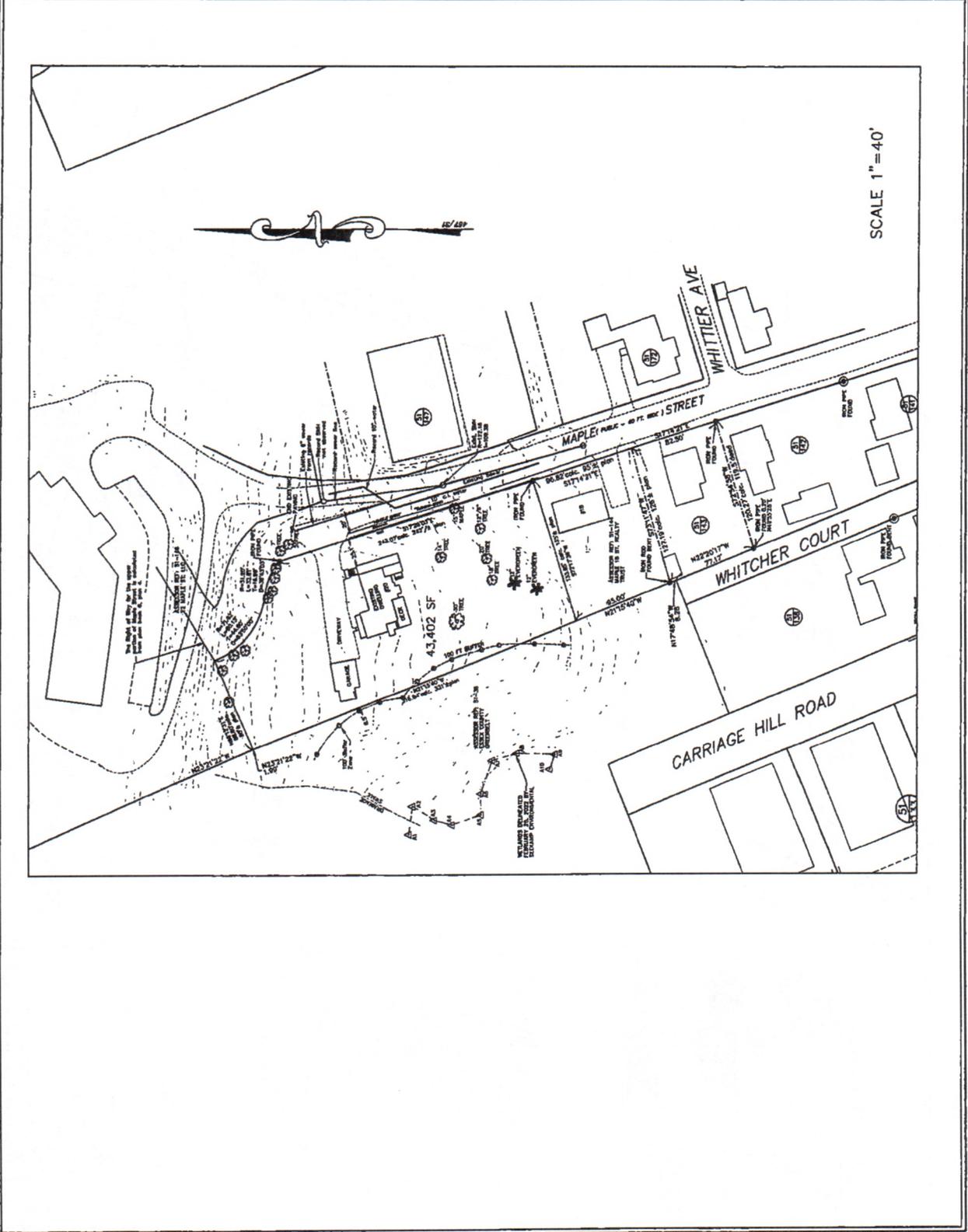
PREPARED FOR: OWNER & APPLICANT
 VOLUCKE HOLDINGS, LLC
 110 MAIN STREET, AMESBURY, MA

DESIGNED BY:
ATLANTIC ENGINEERING & SURVEY CONSULTANTS INC.
 97 TENNY STREET - GEORGETOWN, MA 01833
 PHONE: 978-333-7870 FAX: 978-333-9940
 DRAWING FILE: \E\2013\2013MAPLE-EGS\DWG

DATE: JAN. 3, 2022

REV: 03-06-2022 REWORK BLANKET
 REV: 03-08-2022 CITY COMMENTS
 REV: 03-19-2022 AIRPHOTO

AS NOTED
 SHEET 2 OF 4



APPROVED AND REGISTERED AS:
LANDSCAPE ARCHITECT
 100 STATE STREET, SUITE 200
 AMESBURY, MASSACHUSETTS 01821
 PHONE: (978) 932-1111
 FAX: (978) 932-1112
 WWW: WWW.GREENBELT.COM

DATE: _____

CITY: _____ DATE: _____

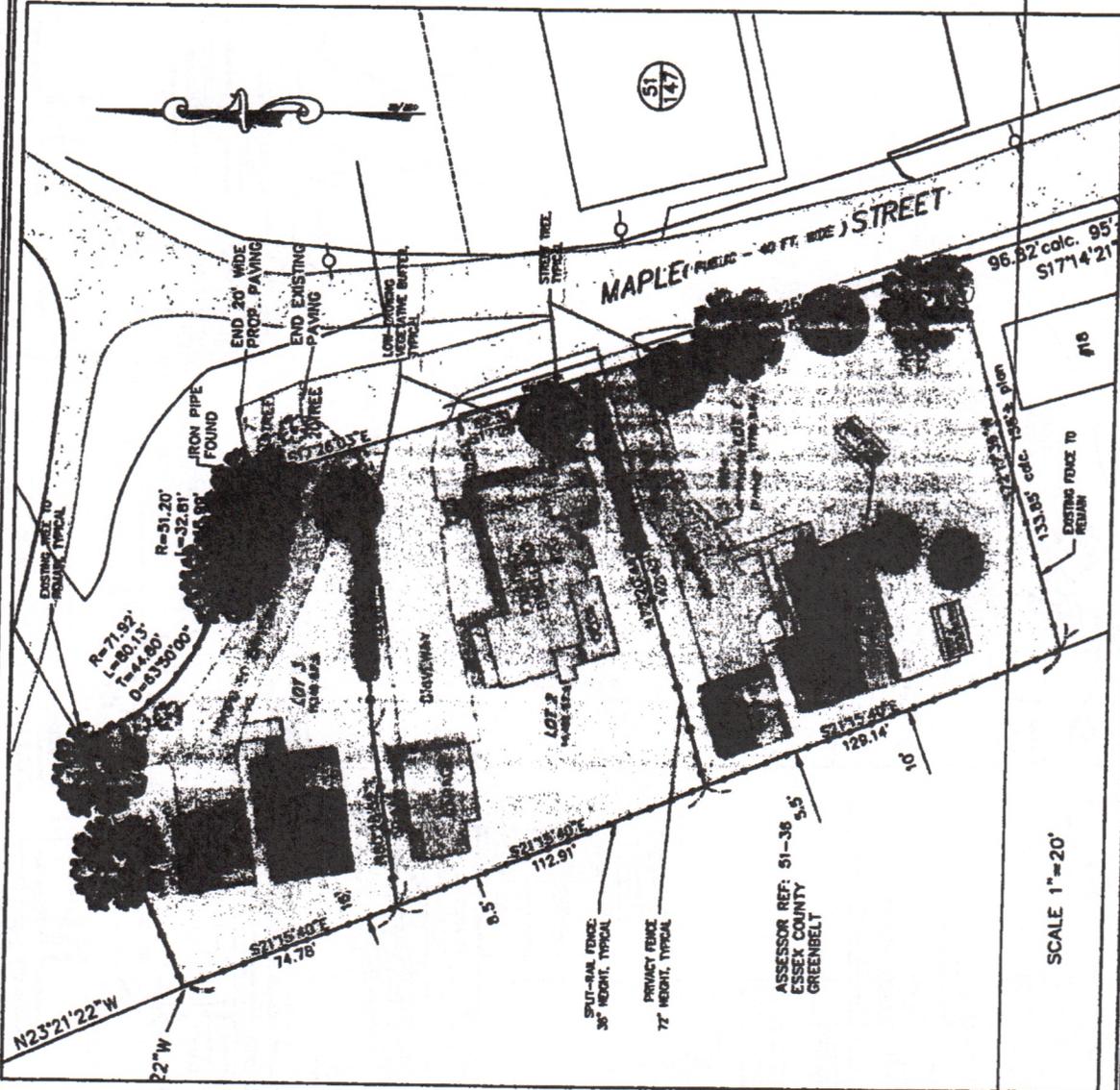
GLDIN CERTIFICATION
 I, the undersigned, being a duly qualified and licensed landscape architect, do hereby certify that this plan is a true and correct copy of the original plan as shown to me by the applicant, and that I am not aware of any falsification of the information furnished to me by the applicant, and that I am not aware of any falsification of the information furnished to me by the applicant, and that I am not aware of any falsification of the information furnished to me by the applicant.

DEFINITIVE SUBDIVISION OF LAND AT 20 MAPLE STREET IN AMESBURY, MASSACHUSETTS

PLAN OF LOTS

PREPARED FOR THE CITY OF AMESBURY
 BY GREENBELT LANDSCAPE ARCHITECTS, LLC
 100 STATE STREET, SUITE 200
 AMESBURY, MASSACHUSETTS 01821
 PHONE: (978) 932-1111
 FAX: (978) 932-1112
 WWW: WWW.GREENBELT.COM

SHEET 3 OF 4



Landscape Plan: 2-27-22

PRESERVATION RESTRICTION AGREEMENT

Wojcicki Holdings, LLC

and

**City of Amesbury,
Acting by and through its Historical Commission**

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of January, 2022 by and between **Wojcicki Holdings, LLC** ("Grantor"), having an address of 110 Main Street, Amesbury, Massachusetts, 01913, and the **City of Amesbury**, a municipality of the Commonwealth of Massachusetts, acting by and through its Historical Commission pursuant to G.L. c. 40, § 8D ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located at 20 Maple Street in the City of Amesbury, Essex County, Massachusetts, being a portion of the parcel identified as Assessors Map 55, Parcel 145, and described more particularly in a deed recorded with the Essex South Registry of Deeds in Book 40334, Page 538 (the "Property"), said Property including the single family home situated thereon (the "Building"), which Property and which Building are described more particularly in Exhibit A, attached hereto and incorporated herein;

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the City of Amesbury and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the "Act");

WHEREAS, the Amesbury Historical Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the City;

WHEREAS, Grantee has designated the Amesbury Historical Commission to administer, manage, and enforce preservation agreements;

Baseline Documentation
 (Massachusetts Historical Commission Inventory Form B cover sheet
 prepared 1989 by Kay Flynn and William Young. Continuation sheets prepared
 in 2021 by Essex Preservation Consulting.)

FORM B - BUILDING

AME.474

AREA

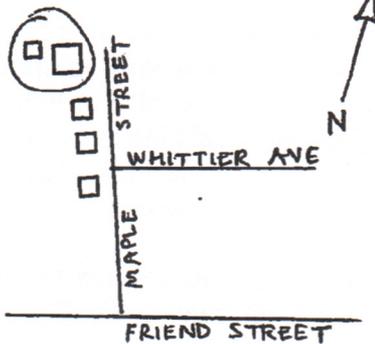
FORM NO.

474



location
or
ings

Indicate north



Town Anesbury

Address 20 Maple Street

Historic Name _____

James H. Davis House

Use: Present Residence

Original Residence

DESCRIPTION

Date 1874

Source Pictorial Guide

Style Italianate Villa

Architect _____

Exterior Wall Fabric Clapboard

Outbuildings shed-modern

early 20th century 2 bay carriage house

wishing well brick-circular (garage)

Major Alterations (with dates) _____

Condition excellent

Moved no Date _____

Acreage more than one acre

Setting Located close to the top of Whittie

hill in an area of new (1980's) multiple

units and late 19th century single residenc

UTM REFERENCE _____

USGS QUADRANGLE _____

SCALE _____

Recorded by Kay Flynn/William Young

Organization Preservation Plus Inc

Date March 1989

INVENTORY FORM CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

AMESBURY

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

AME	474
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Architectural Description

The James H. Davis House (constructed 1874) is located on the westernmost edge of downtown Amesbury, near the northern end of a dead-end street (Maple Street) in the Whittier Hill section of town. The neighborhood is dominated by Italianate and Queen Anne style houses built in the late 19th and early 20th centuries (Photo 2). Most of the homes are single-family residences, although there are some examples with two-family occupancy. The principal exceptions are two large multi-family buildings - a three-story brick condominium building (19 Maple Street) from ca. 1970 on the opposite side of Maple Street from the Davis House and a large nursing home (22 Maple Street) from ca. 1975 to the north (Photo 1). The property on which the Davis House stands includes one acre of land. Maple Street slopes upward, roughly south to north, following the contours of Whittier Hill. The Davis House is situated on a slight rise in the hill and is set back from Maple Street approximately 60 feet (Photos 2 and 3). The property includes the house (Photo 7) and a garage that were built at roughly the same time (Photo 43). Modifications to the house footprint have been limited. The two-story porch at the southwest corner of the building was originally one-story in height and not as wide as the existing, as shown in the attached historic photo. Historic maps suggest that the two and one-half story wing off the northwest corner of the main block was added sometime after 1945 (Photo 29). The irregular intersection with the main block at the roof ridge further supports this (Photo 40).

General Conditions

According to the *Pictorial Guide to Historic Amesbury*, the house was constructed in 1874. It is fine example of a highly ornamented Italianate villa style residence. The house has an irregular footprint, with a rectangular main block (51' x 22') and various protruding features, including a three-story tower and cross-gabled pavilion with a bay window and various porches around the building. The house rises two and one-half stories from a brick foundation (now painted - Photos 17 and 38) and is finished with painted clapboard siding and wood trim elements. The main block is enclosed by a gable roof. The roof of the main block is intersected by cross gables of the northwest wing and central pavilion at the southeast elevation. All of these peaked roofs are finished with asphalt shingles. A simple brick chimney projects from the roof near the east end of the ridge (Photo 39). Six skylights were added to the roof - three on the northwest slope, two on the southeast slope, and one on the southwest slope of the northeast wing (Photos 7, 29, and 40). The two principal elevations (southeast and northeast) are visible from Maple Street and exhibit a higher degree of architectural ornamentation than the two secondary elevations. Each section of the building is trimmed with narrow flat corner boards and prominent wood window and door surrounds (Photos 7, 22, 29, and 40). All elevations are linked by the same prominent cornice with dentils, tall fascia, and scroll brackets (Photo 14). While some of the exterior fabric was replaced over time, it was undertaken in a manner sympathetic to the historic appearance of the house, duplicating the original elements. All window openings hold modern replacement windows, except the narrow fixed windows of the enclosed porch (Photo 13). Most windows hold one-over-one double hung sashes (Photo 15), although there are scattered examples of multi-pane sashes as well, as noted below. Exterior entry doors were also replaced.

Principal Facade (Southeast Elevation)

The principal facade (southeast elevation) is the most highly ornamented (Photo 7), with a central shallow pavilion (Photo 10) adjoining a three-story square tower (Photo 9). These two elements are flanked by a two-story porch to the west (Photo 16) and a single-story enclosed porch to the east (Photo 8). The central pavilion features a rectangular bay window, a paired window at the second floor, and an octagonal oculus at the attic level within the cross gable. Paneled aprons at the base of the bay window are topped by a decorative band with dentils; the front-facing apron features a circular trim element at its center. Wide flat pilasters with stylized capitals separate

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

AMESBURY

ADDRESS

Area(s) Form No.

AME	474
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the windows of the projecting bay. The roofline of the bay window is trimmed with a modified version of the building's main cornice, with dentils and paired brackets. The paired window at the second floor of the pavilion is framed by wide flat trim boards supporting a stylized curvilinear pediment (Photo 11). The oculus within the gable at the attic level is encircled by flat trim. There is a single window topped with a prominent flat hood mould at both floors on the west wall of the pavilion (Photo 16).

The three-story tower has a single window at each floor of the southeast wall and a single window at each of the three additional elevations at the third floor (Photos 9 and 22). All windows have flat trim and shallow gabled hood moulds. The small square first-floor window holds a diamond-patterned sash. There is an entry to the tower from within the enclosed porch (Photo 27); the entry holds a modern door and is topped by a shallow gabled hood mould.

The easternmost bay of the building's main block has a window at the first floor (obscured by the enclosed porch) and another window at the second floor. Both are finished with the same flat trim and hood mould found at most window openings across the building. The enclosed porch features similar high-style detailing to the rest of the building (Photo 8). The porch wraps around and across the northeast elevation (facing Maple Street), where it covers the entire first floor (Photo 22). Rising from a rubble stone foundation, the porch is finished with painted clapboards. Paired windows with six-over-six sashes take up much of the wall space. Windows are separated by slender pilasters and narrow four-pane fixed windows. The roofline is defined by a prominent cornice with dentils and brackets. Principal access to the porch was historically by way of an entry on the northeast elevation (Photo 25). Today the doorway is discernible but no longer operable, as the stoop was removed (stoop visible in the attached older photo). The former entry holds a multi-pane fixed window topped by a five-pane transom and flanked by partial sidelights with paneled aprons. There are two additional exterior entrances to the enclosed porch, on the narrow southwest and northwest walls (Photos 12 and 37). The entries are identical and feature a fully-glazed multi-pane door with a five-pane transom and partial sidelights with paneled aprons. A granite stoop with modern hand railings leads to the northeast entry (Photo 36), while the southwest entry has a wood stoop with recent railings.

West of the central pavilion, the first floor of the main block has a wide entryway and a stout window, both trimmed with flat hood moulds (Photo 19). The entry holds a set of multi-pane sliding doors, while the window has an eight-over-eight double-hung window. Above the entry at the second floor is a paired window with a flat hood mould (Photo 20). A two-story open porch extends beyond the west end of the elevation and across the width of the northwest wing (Photo 16). The historic photo and maps confirm that the porch was originally a smaller one-story porch that terminated at the west end of the main block and was more shallow than the existing porch at the first floor, as is the case with the second level of the porch. The porch roof is supported on paired posts set on paneled bases; two of the pairs appear to be from the original construction. Each of the chamfered posts is ornamented with a scroll bracket (Photo 18); dentils run between the brackets. The extended porch deck at the first floor has concrete footings, vertical skirt boards, and a recent hand railing. The same hand railing was used at the upper level of the porch. Both levels wrap around and cover one bay of the northwest elevation (Photo 40). A set of wood steps leads from the lower level of the porch to the west lawn and to an entry on the southeast face of the northwest wing (Photo 21). The entry holds a recent paneled door with a fan light and is trimmed with flat trim and a hood mould.

Maple Street (Northeast) Elevation

The northeast elevation faces Maple Street and only the second floor and attic level are visible from the exterior (Photo 22). The lower level is covered by the enclosed porch. The corner boards and cornice of this elevation match those at the other elevations, as described above. The gable has shallow returns supported on

INVENTORY FORM CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

AMESBURY

Area(s) Form No.

AME 474

paired brackets (Photo 24). This elevation is three bays wide and features three windows at the second floor and a single smaller window in the gable at the attic level. All windows have flat surrounds with prominent hood moulds, as is the case for most window openings across the building. The same is true of two windows at the first floor within the enclosed porch (Photo 26). The northernmost bay at the first floor holds a modern door and is framed in the same manner as the windows.

Northwest Elevation

The northwest elevation features a shallow projecting gabled wing (northwest wing) that covers nearly half the main block (Photo 29). The corner boards and cornice on both the main block and the wing match those at the other elevations. Fenestration on the main block is limited to a recent bay window at the first floor, a small square window at the second floor, and three short windows at the basement level (Photos 35 and 38). The northwest wing is more highly ornamented (Photo 30) than the main block at this elevation. An open porch, matching the details of the two-story porch at the principal facade, runs across the first floor. The first floor is laid out with an entry just off center flanked asymmetrically by two windows (Photos 32 and 33). The entry holds a replacement door with nine glazed upper panels and two solid lower panels (Photo 33). Two windows at the second floor are also arranged asymmetrically. A stout Palladian window is located within the gable at the attic level (Photo 31). Window openings at the first floor hold eight-over-eight sashes, while those at the two upper levels have six-over-six sashes. The door and all windows on this wall have flat casings with hood moulds (Photos 33 and 34).

Southwest Elevation

The southwest elevation is dominated by the northwest wing, which covers half of the main block (Photo 40). The corner boards and cornice on both the main block and the northwest wing match those at the other elevations. The exposed bay of the main block consists of a paired window at the first floor and an entry to the porch at the second floor. Both of the paired windows hold a six-over-six sash topped by a three-pane transom. The doorway at the second floor holds a fully-glazed door (Photo 42). The northwest wing has asymmetrical fenestration with windows of varying sizes - three windows at the first floor and a paired window at the second floor. All windows on this wall hold six-over-six sash (Photo 41), with those at the second floor having six-light transoms. The door and all windows on this elevation have flat casings with prominent hood moulds. The only exceptions are two short narrow basement windows, which have slender flat trim.

Garage

The one and one-half story garage is located just northwest of the house (Photo 5) and appears to have been constructed at the same time or shortly after the house was erected. It was likely a carriage house when first constructed but was labeled as an "auto" garage on the 1818 map (see attached). The garage retains a fair amount of historic fabric, including a door on the southeast elevation and windows (Photo 43). The exterior is finished with painted clapboards trimmed with flat wood stock. The garage has a rectangular main block with a small stair enclosure at the rear for access to the upper level (Photo 45). Rising from a painted brick foundation, the building is enclosed by an asphalt shingled gable roof with a deep overhang at the southeast elevation. Two small gabled dormers project from the southeast roof slope (Photo 46). A cupola vent is centered on the roof ridge. The roof has overhanging eaves finished with flat fascia boards and soffits (Photo 45). Other trim, including corner boards, window casings, and door surrounds are fabricated of painted flat stock.

The gabled front northeast elevation (Photo 43) is dominated by two large garage openings at the first floor (currently no doors in place). A Palladian window is located at the upper level within the gable. The window retains three four-pane wood sashes and a fan light.

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

AMESBURY

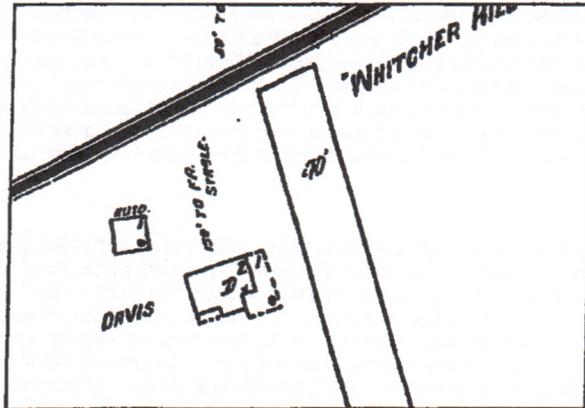
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Area(s) Form No.

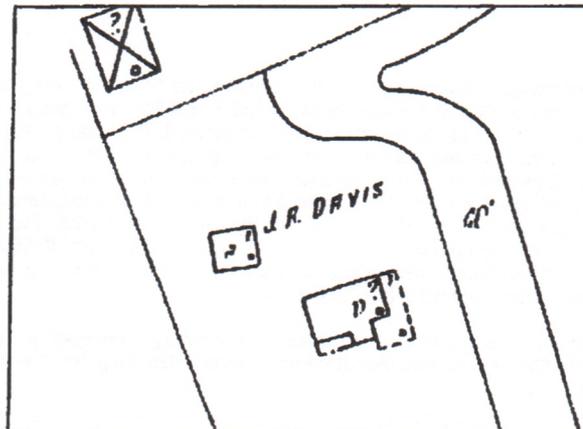
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The southeast elevation consists of the main block and the recessed stair enclosure (Photo 46). The main block is arranged with two pairs of small windows, each with an eight-pane wood window. An entry at the east end holds a historic wood door with a glazed upper panel and two solid lower panels. The recessed wall of the stair enclosure has two windows that light the stair; both hold eight-pane wood windows.

The northwest elevation is similar to the southeast, arranged with the recessed stair enclosure at the west end (Photo 44). The main block mimics the window arrangement and type on the opposite southeast elevation. The stair enclosure has a single six-over-six double-hung wood window. The southwest elevation of the garage has just a single narrow bay of the main block exposed (Photo 45). This bay has a single small window with a six-pane wood sash. The wall of the stair enclosure has a six-over-six double-hung wood window at the lower level and a small blocked window at the upper level.



1918 Map



1945 Map

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

AMESBURY

ADDRESS

Area(s) Form No.

AME	474
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Photo from *Pictorial Guide to Historic Amesbury (1975)*

BUILDING DESIGN AND LANDSCAPING (Exhibit 5)

A. Building Design – Lot 1 (20A)

- **Foundation** – A brick shelf shall be used and no more than 18” of exposed brick shall be above-grade as shown for 20A Maple Street on Sheet A2.1. and Sheet A2.2.
- **Overall Building Height** -The building shall be in strict compliance with the building height as shown for 20A Maple Street on Sheet A2.1.
- **Steps and Landing** – Shall be granite as shown for 20A Maple Street on A2.1.
- **Door Surround** – A detail shall be submitted that is consistent with the elevations shown for 20A Maple Street on Sheet A2.1
- **Windows** – The windows shall be double-hung, SDL (with a spacer bar), clad (excluding vinyl), with 5/8-3/4” mullions with half screens and historic sills as shown for 20A Maple Street on Sheet A2.1.
- **Shutters** – The shutters shall be painted wood with a 1 ¾ louver and rust resistant ‘S’ shutter holdback (dog) as shown for 20A Maple Street on on Sheet A2.1.
- **Siding** – The siding shall be cedar clapboards with a maximum exposure of 4” as shown for 20A Maple Street on Sheet A2.1.
- **Corner Boards** -Shall be either PVC, Boral or other composite material as shown for 20A Maple Street on Sheet A2.1.
- **Dormers** – The dormers shall be detailed and proportioned as shown for 20A Maple Street on Sheet A2.1 and A5.1.
- **Roof** – The shingles shall be architectural asphalt or better as shown for 20A Maple Street on Sheet A2.1.
- **Color** – The proposed house shall not be yellow.
- **Chimney** – A brick veneer chimney shall be constructed as shown for 20A Maple Street on Sheet A2.1 and A2.2.
- **View Easement** - A view easement shall be provided as shown for 20A Maple Street on Sheet 3 of 4 of the Definitive Subdivision Plan (revised to 3-19-22) to the benefit of Lot 2. No building or structures shall be erected within such easement area nor any landscaping above 3 feet in height.
- **Building Design** - The building design shall be installed as shown for 20A Maple Street on Sheet A2.1 and A2.2 and prior to occupancy the project architect shall certify the building has been constructed in accordance with the Elevations and Details shown for 20A Maple Street on Sheets A2.1 and A2.2, dated 1-11-21.

B. Building Design – Lot 3

- B. **Foundation** – A brick shelf shall be used and no more than 18” of exposed brick shall be above-grade as shown for 20B Maple Street on Sheet A2.1. and Sheet A2.2.
- C. **Overall Building Height** -The building shall be in strict compliance with the building height as shown for 20B Maple Street on Sheet A2.1.
- D. **Steps and Landing** – Shall be granite for 20B Maple Street as shown on A2.1.
- E. **Door Surround** – A detail shall be submitted that is consistent with the elevations shown for 20B Maple Street on Sheet A2.1
- F. **Windows** – The windows shall be double-hung, SDL (with a spacer bar), clad (excluding vinyl), with 5/8-3/4” mullions with half screens and historic sills as shown for 20B Maple Street on Sheet A2.1.
- G. **Shutters** – The shutters shall be painted wood with a 1 ¾ louver and rust resistant ‘S’ shutter holdback (dog) as shown for 20B Maple Street on Sheet A2.1.
- H. **Siding** – The siding shall be cedar clapboards with a maximum exposure of 4” as shown for 20B Maple Street on Sheet A2.1.
- I. **Corner Boards** -Shall be either PVC, Boral or other composite material as shown for 20B Maple Street on Sheet A2.1.
- J. **Dormers** – The dormers shall be detailed and proportioned as shown for 20B Maple Street on Sheet A2.1 and A2.2.
- K. **Roof** – The shingles shall be architectural asphalt or better as shown for 20B Maple Street on Sheet A2.1 and A2.2.
- L. **Chimney** – A brick veneer chimney shall be constructed as shown for 20B Maple Street on Sheet A2.1 and A2.2.
- M. **Building Design** - The building design shall be installed as shown for 20B Maple Street on Sheet A2.1 and A2.2 and prior to occupancy the project architect shall certify the building has been constructed in accordance with the Elevations and Details shown for 20B Maple Street on Sheets A2.1 and A2.2, dated 1-11-21.

C. Landscaping – Lots 1, 2 & 3:

- **Wood Fencing** – The wood fencing shall be constructed as shown on Sheet L10.0 and L20.0.
- **Accent Paving** – The paving for all walkways shall be concrete pavers constructed where shown on Sheet L10.0 and L20.0
- **Landscaping** – The landscaping shall be installed as shown on Sheet L10.0 and L20.0. Prior to occupancy a landscape architect shall certify the landscaping and fencing has been installed in accordance with the Landscape Plan as shown on Sheets L10.0 and L20.0, dated 3-21-22.
- **Public Access Easement** – The public access easement shown on Lot 3 shall be provided to the City prior to issuance of an occupancy permit for Lot 3.

TO:

Mark Wojcicki
Wojcicki Holdings LLC
110 Main Street, Amesbury MA 01913

PLANNING BOARD VOTE:

On 3/28/2022, the Amesbury Planning Board voted ALL in favor of the approval of the Site Plan & Special Permit, as amended, for the proposed Historic Preservation of the existing single family residential structure and approval of a Definitive Subdivision Plan to subdivide the existing property located at 20 Maple Street into three (3) single family lots including the existing single family residential structure as shown on the approved subdivision plan, in Amesbury MA subject to the findings, waivers and conditions noted in this Decision.

On behalf of the Amesbury Planning Board

Filed with the City Clerk on _____

City Clerk

A Building Permit is required for any construction or remodeling. It is your responsibility to file this Decision with the Registry of Deeds and to record the plans after endorsement; forms may be obtained from the City Clerk's Office.

Any appeal of the Special Permit shall be made pursuant to M.G.L. Chapter 40A, Section 17 or any appeal of the definitive subdivision plan shall be made pursuant to M.G.L. Chapter 41, Section 81BB. Any such appeal(s) shall be filed within twenty (20) days after the date of filing of such notice in the City Clerk's Office.

Compliance with Conditions Set Forth by the Amesbury Planning Board Decision prior to Issuance of a Building Permit

SIGN-OFF FORM (PB200601-BUILDING)

(IMPORTANT: IT IS THE RESPONSIBILITY OF THE PERSON SEEKING BUILDING PERMIT TO GET THE SIGN OFF FROM EACH OF THE DEPARTMENTS LISTED BELOW. THE TOWN WILL NOT BE HELD RESPONSIBLE FOR LACK OF ACTION ON THE APPLICANT'S BEHALF. BEFORE SIGNOFF, COPIES OF THE RECORDED DECISION AND THE APPROVED PLAN SET SHOULD BE SUBMITTED TO THE PLANNING OFFICE.)

By signing below, the following Town Department/Town Officials, agree that the conditions of this permit prior to making application for building permit have been completed and recommend that an application for a building permit for the units indicated below may be granted:

Engineering Department/Town Engineer _____

Department of Public Works/DPW Director _____

Planning Office/City Planner _____

Conservation Commission/Agent _____

Police Department _____

Fire Department _____

Compliance with Conditions of the Amesbury Planning Board Decision prior to Issue of Certificate of Occupancy

SIGN-OFF FORM (PB200602-OCCUPANCY)

(IMPORTANT: IT IS THE RESPONSIBILITY OF THE PERSON SEEKING CERTIFICATE OF OCCUPANCY TO GET THE SIGN OFF FROM EACH OF THESE DEPARTMENTS. THE TOWN WILL NOT BE HELD RESPONSIBLE FOR LACK OF ACTION ON THAT PERSON'S BEHALF)

The following Town Department/Town Officials, by signing below, agree that the conditions of this permit from the start of construction to prior to issue of occupancy permit have been completed and recommend that the Certificate of Occupancy be granted for the units indicated on this form.

Engineering Department/Town Engineer _____

Department of Public Works/DPW Director _____

Planning Office/City Planner _____

Conservation Commission/Agent _____

Police Department _____

Fire Department _____

TO:
Mark Wojcicki
Wojcicki Holdings LLC
110 Main Street, Amesbury MA 01913

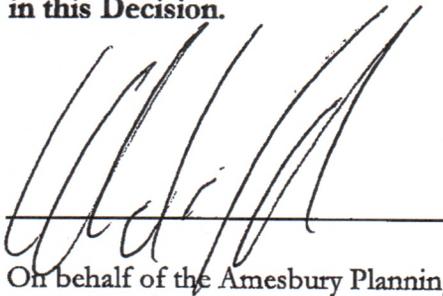
RECEIVED
CITY CLERK

2022 APR -6 P 1:50

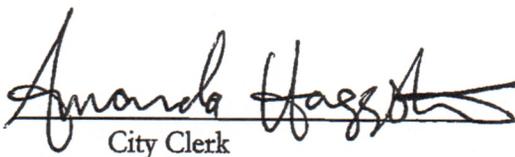
CITY OF AMESBURY, MA

PLANNING BOARD VOTE:

On 3/28/2022, the Amesbury Planning Board voted ALL in favor of the approval of the Site Plan & Special Permit, as amended, for the proposed Historic Preservation of the existing single family residential structure and approval of a Definitive Subdivision Plan to subdivide the existing property located at 20 Maple Street into three (3) single family lots including the existing single family residential structure as shown on the approved subdivision plan, in Amesbury MA subject to the findings, waivers and conditions noted in this Decision.


On behalf of the Amesbury Planning Board

Filed with the City Clerk on 4/6/22


City Clerk

A Building Permit is required for any construction or remodeling. It is your responsibility to file this Decision with the Registry of Deeds and to record the plans after endorsement; forms may be obtained from the City Clerk's Office.

Any appeal of the Special Permit shall be made pursuant to M.G.L. Chapter 40A, Section 17 or any appeal of the definitive subdivision plan shall be made pursuant to M.G.L. Chapter 41, Section 81BB. Any such appeal(s) shall be filed within twenty (20) days after the date of filing of such notice in the City Clerk's Office.



AMESBURY

Office of the City Clerk
City Hall, 62 Friend Street
Amesbury, MA 01913

Phone: 978-388-8100
Fax: 978-388-8150

APPEAL CERTIFICATION

Applicant: Mark Wojcicki, Wojcicki Holdings LLC
110 Main Street, Amesbury, MA 01913

Property: 20 Maple Street.
Amesbury, MA 01913

I hereby certify that 20 days have elapsed from the date this certification was issued and no appeal has been filed in this office.

A true copy. Attest:



City Clerk
Amesbury, MA

May 9, 2022

Date

5/13/2022 # 441 40933-352 (C.P.S.)

68 WEST MAIN ST. AMESBURY, MA 01832
 40933-352
 # 441
 5/13/2022
 40933-352
 (4 p/s.)
 RESERVED FOR REGISTRY USE

AMESBURY PLANNING BOARD
 APPROVAL UNDER SUBDIVISION CERTAIN LAND IS REQUIRED.
 DATE: MARCH 28, 2022

UNLESS OTHERWISE SPECIFIED, SUBDIVISION CERTAIN SUBJECT TO THE TERMS AND CONDITIONS OF THE AMESBURY PLANNING BOARD, ON BEHALF OF THE CITY OF AMESBURY, AND WAJOURI HOLDINGS, LLC
 A COPY OF WHICH IS RECORDED HEREWITH AND SUBJECT ALSO TO RECORDING OF THIS PLAN AND SAID DEED IN THE SOUTH ESSEX REGISTRY OF DEEDS ON OR BEFORE

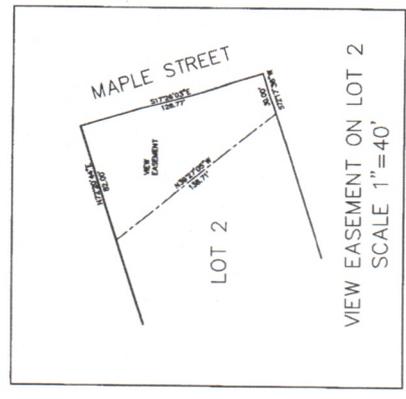
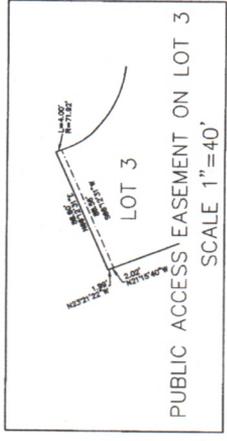
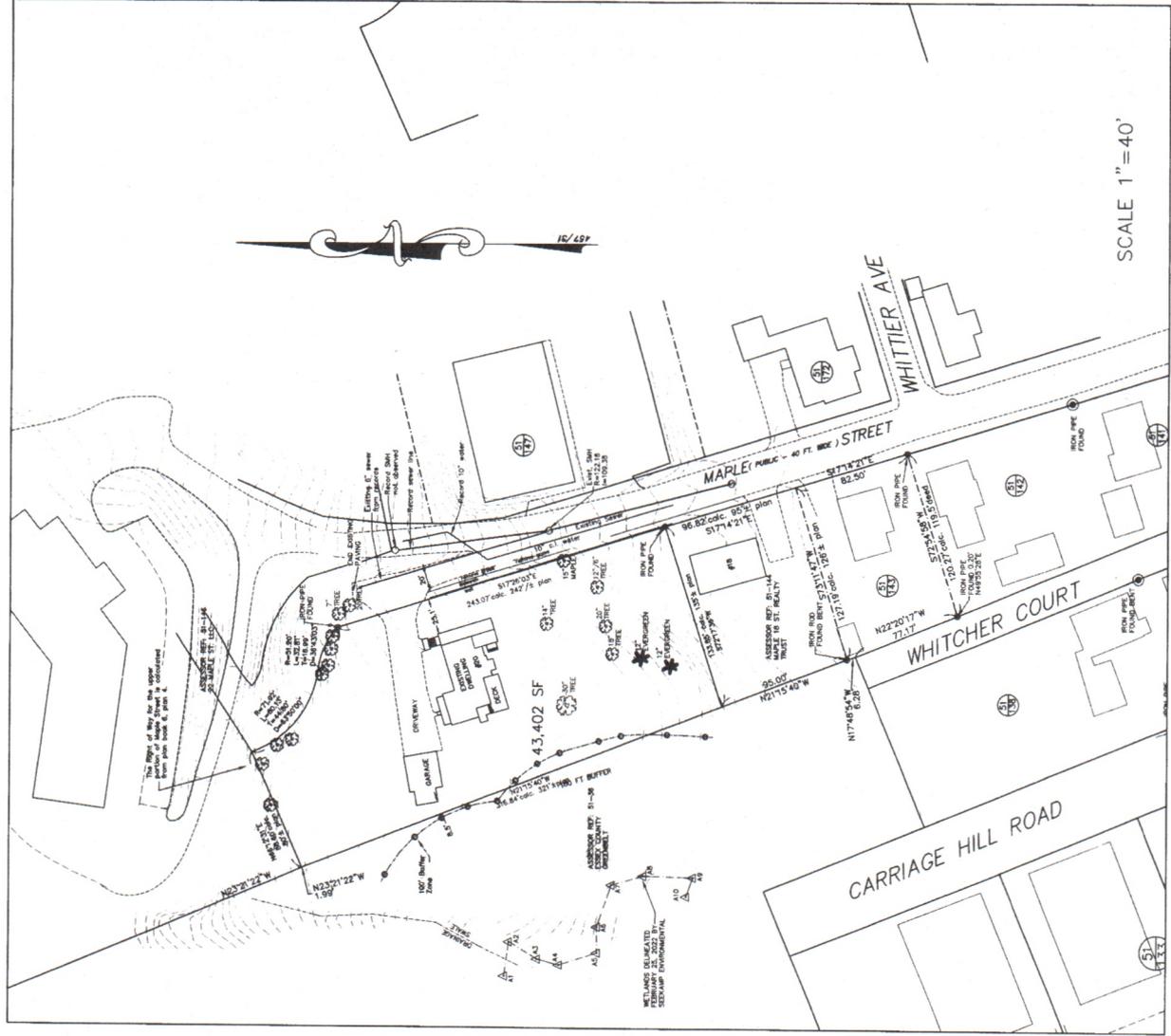
CLERK CERTIFICATION
 I, THE CLERK, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT M.G.L. CH. 41, SEC. 27B AND NOTICE OF APPEAL WAS RECEIVED AND RECORDED AT M.G.L. CH. 41, SEC. 27C NEXT AFTER SUCH RECEIPT AND RECORDING OF THIS PLAN.
 CLERK: *[Signature]* DATE: 5/13/22

I CERTIFY THAT THIS PLAN IS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE MASSACHUSETTS REGISTERED PROFESSIONAL LAND SURVEYORS AND THAT I BELIEVE IT CONFORMS WITH THE REQUIREMENTS OF THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE BOARD OF REGISTRY OF PROFESSIONAL LAND SURVEYORS OF MASSACHUSETTS.
 SURVEYOR: *[Signature]* DATE: 5/13/22

DEFINITIVE SUBDIVISION OF LAND AT 20 MAPLE STREET IN AMESBURY, MASSACHUSETTS EXISTING CONDITIONS

PREPARED FOR OWNER & APPLICANT: WAJOURI HOLDINGS, LLC
 100 MAIN STREET, AMESBURY, MA
 DRAWING FILE: \S094\20MAPLE-REG.DWG
 DATE: JUN. 3, 2022

REV: 02-21-2022 REMOVE EASEMENT
 REV: 03-04-2022 CITY COMMENTS
 REV: 04-08-2022 CITY COMMENTS
 REV: 04-28-2022 P&S FOR PLAN, ETC.



5/13/2022 40933-352

#491

(6 pgs)

SO 8551 441 11-4033 P-352
01/11/2022 08:28 PLAN 04, 5

#491

5/13/2022

40933-352

(6 pgs)

RESERVED FOR REGISTRY USE

AMESBURY PLANNING BOARD

APPROVAL UNDER SUBVISION CONTROL LAWS IS REQUIRED.

[Signature]

DATE: MARCH 28, 2022

APPROVED DEFINITIVE SUBDIVISION/SPECIAL PERMIT SUBJECT TO THE RULES AND REGULATIONS OF THE PLANNING BOARD AND COMING INTO BEING IN A MEMORANDUM OF DECISION AND RESOLUTION OF THE AMESBURY PLANNING BOARD, ON BEHALF OF THE CITY OF AMESBURY, MASSACHUSETTS, AND WOJCIK HOLDINGS, LLC

A COPY OF WHICH IS RECORDED HEREWITH AND SUBJECT ALSO TO RECORDING OF THIS PLAN AND SAID DECISION IN THE SOUTH ESSEX REGISTRY OF DEEDS ON OR BEFORE

CLERK CERTIFICATION

THE CLERK OF THE CITY OF AMESBURY, MASSACHUSETTS, HEREBY CERTIFIES THAT THIS PLAN HAS BEEN RECEIVED AND RECORDED AT THE PLANNING BOARD AND COMING INTO BEING IN A MEMORANDUM OF DECISION AND RESOLUTION OF THE AMESBURY PLANNING BOARD, ON BEHALF OF THE CITY OF AMESBURY, MASSACHUSETTS, AND WOJCIK HOLDINGS, LLC, DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF THIS PLAN.

CITY CLERK DATE

[Signature]

DEFINITIVE
SUBDIVISION OF LAND
AT
20 MAPLE STREET
IN
AMESBURY, MASSACHUSETTS
LANDSCAPE PLANTING PLAN

PREPARED FOR OWNER & APPLICANT
WOJCIK HOLDINGS, LLC
110 MAIN STREET, AMESBURY, MA

DESIGNED BY
ATLANTIC ENGINEERING & SURVEY CONSULTANTS, INC.
87 TRANEY STREET
COCONAUGUM, MA 01828
PHONE: 978-352-7870 FAX: 978-352-8940

JOB NO. A2110-01 DATE: JAN. 3, 2022
DRAWING FILE: A2110-01-SAMPLE-0021-ENG
REV: 02-21-2022 REMOVE EASEMENT
REV: 03-08-2022 CITY COMMENTS
REV: 03-18-2022 CITY COMMENTS
REV: 04-22-2022 Final Notes, etc.

AS NOTED
SHEET 5A

WOJCIK HOLDINGS, LLC
110 Main Street
Amesbury, MA 01813

PLANT LEGEND

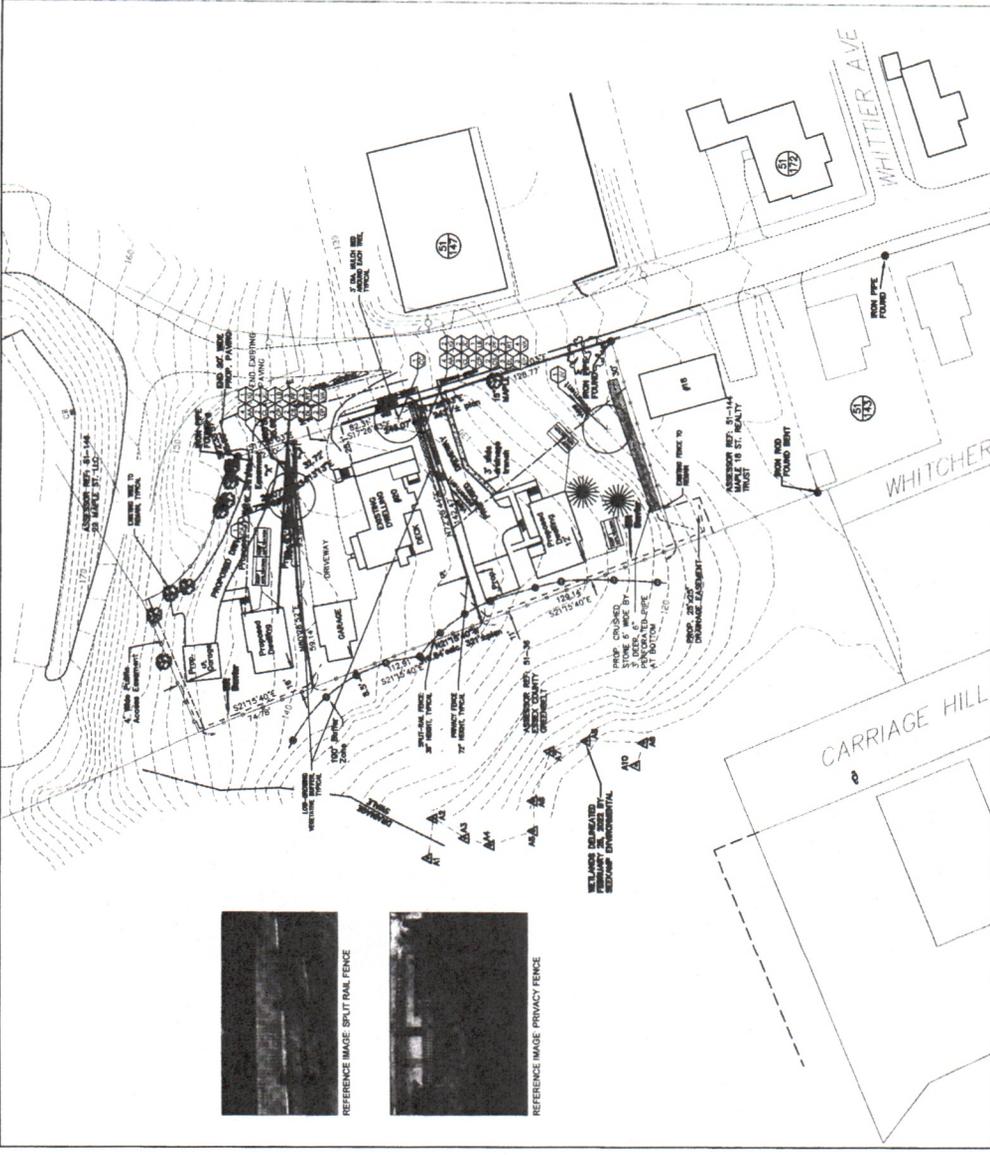
SYMBOL	DESCRIPTION	SIZE	NOTES	QTY
(Tree symbol)	Street Trees	12" DBH	100' Spacing	1
(Tree symbol)	Corner Trees	12" DBH	100' Spacing	1
(Tree symbol)	Comer Trees	12" DBH	100' Spacing	1
(Tree symbol)	Decorative Shrubs	12" DBH	100' Spacing	1
(Tree symbol)	Evergreen Shrubs	12" DBH	100' Spacing	1
(Tree symbol)	Deciduous Shrubs	12" DBH	100' Spacing	1
(Tree symbol)	Grasses	12" DBH	100' Spacing	1
(Tree symbol)	Flowers	12" DBH	100' Spacing	1
(Tree symbol)	Palms	12" DBH	100' Spacing	1
(Tree symbol)	Other	12" DBH	100' Spacing	1

NOTES:
1. All plant material to be installed in accordance with the American Society of Landscape Architects (ASLA) standards.
2. All plant material to be installed in accordance with the Massachusetts Department of Environmental Protection (MDEP) standards.
3. All plant material to be installed in accordance with the Massachusetts Department of Transportation (MDOT) standards.
4. All plant material to be installed in accordance with the Massachusetts Department of Agriculture (MDA) standards.
5. All plant material to be installed in accordance with the Massachusetts Department of Environmental Management (DEM) standards.

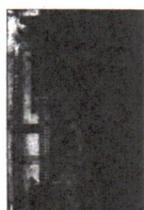
SCALE OF THIS PLAN
1" = 40' ±



LANDSCAPE L100
1 of 2



REFERENCE IMAGE SPLIT RAIL FENCE



REFERENCE IMAGE PRIVACY FENCE

491 5/13/2022 40933-352 (6ps)

SO. ESSEX 1461 BR. 40833 Pp. 352
REV. 12/2020 TO 15 PLAN No. 118

491

5/13/2022

40933-352 (6p.15)

RESERVED FOR REGISTRY USE

AMESBURY PLANNING BOARD

APPROVAL UNDER SUBDIVISION REGULATIONS IS REQUIRED.

DATE: MARCH 28, 2022

APPROVED DEFINITIVE SUBDIVISION SPECIAL PERMIT SUBJECT TO

APPROVAL OF THE AMESBURY PLANNING BOARD, ON BEHALF OF THE CITY OF AMESBURY, AND WOODHOLM HOLDINGS, LLC

A COPY OF WHICH IS RECORDED HEREIN AND SUBJECT ALSO TO RECORDING OF THIS PLAN AND SAID DECISION IN THE SOUTH ESSEX REGISTRY OF DEEDS ON OR BEFORE

CLERK CERTIFICATION

I, THE CLERK OF THE CITY OF AMESBURY, MA DO HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE AMESBURY PLANNING BOARD WAS RECEIVED AND RECORDED AT THE OFFICE OF THE CLERK OF THE CITY OF AMESBURY, MA ON MAY 13, 2022 AT 10:41 A.M. AND THAT NOTICE OF APPEAL WAS RECEIVED AND RECORDED AT SAID OFFICE ON MAY 13, 2022 AT 10:41 A.M.

CITY CLERK DATE

I CERTIFY THAT THIS PLAN IS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE REGISTERED DEEDS.

I FURTHER CERTIFY THAT THE DIRECT SUPERVISION AND THAT BELIEF IT CONFIRMS THE PROCEDURAL STANDARDS AND REQUIREMENTS OF THE COMMONWEALTH OF MASSACHUSETTS.

DEFINITIVE SUBDIVISION OF LAND AT 20 MAPLE STREET IN AMESBURY, MASSACHUSETTS LANDSCAPE DETAILS

PREPARED FOR OWNER & APPLICANT: WOLCZEK HOLDINGS, LLC 110 MAIN STREET, AMESBURY, MA

DESIGNED BY: ATLANTIC ENGINEERING & SURVEY CONSULTANTS INC. 97 TENNEY STREET - GEORGETOWN, MA 01833 PHONE: 978-352-7870 FAX: 978-352-9940

DRAWING FILE: LSC2022-002.DWG

JOB NO. A2110-01 DATE: JAN. 3, 2022

REV: 02-21-2022 REVISION ELEMENT
REV: 03-06-2022 CITY COMMENTS
REV: 03-18-2022 erashage
REV: 04-25-2022 Final Notes, etc.

AS NOTED SHEET 5B

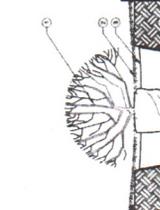
WOLCZEK HOLDINGS, LLC
110 Main Street
Amesbury, MA 01813

LEGEND:

- 1. BULK HEAD TO PLANT LOT
- 2. PERENNIAL BERRY PLANT LOT
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NOTES:

PLANTS SHALL BE INSTALLED FOR PROTECTION OF THE PLANT LOT AND TO PROVIDE A SUSTAINABLE PLANT.



SHRUB PLANTING SCALE: 1/8" = 1'-0"



BULB AND PERENNIAL PLANTING SCALE: 1/8" = 1'-0"



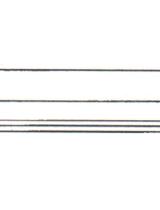
CONIFER PLANTING SCALE: 1/8" = 1'-0"



TREE PROTECTION SCALE: 1/8" = 1'-0"



TREE PLANTING AND STAKING SCALE: 1/8" = 1'-0"



TREE PLANTING AND STAKING SCALE: 1/8" = 1'-0"

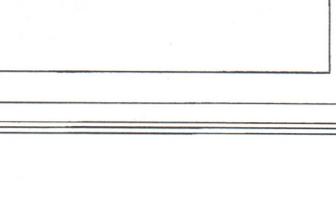
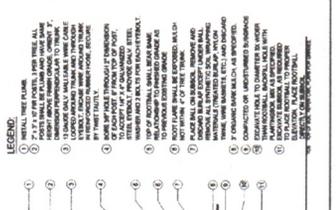
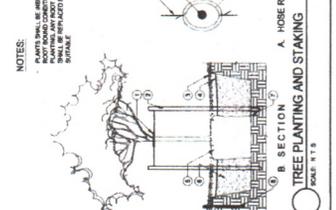
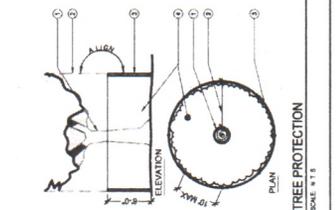
DEFINITIVE SUBDIVISION UNDER SPECIAL PERMIT APPLICATION

LANDSCAPE DETAILS L20.0

DATE: 03/28/2022

LEGEND:

- 1. PERENNIAL BERRY PLANT LOT
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- 96. PERENNIAL BERRY PLANT LOT
- 97. PERENNIAL BERRY PLANT LOT
- 98. PERENNIAL BERRY PLANT LOT
- 99. PERENNIAL BERRY PLANT LOT
- 100. PERENNIAL BERRY PLANT LOT





SO.ESSEX #615 Bk:40334 Pg:538
09/30/2021 02:32 PM DEED Pg 1/2
eRecorded

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 09/30/2021 02:32 PM
ID: 1483795 Doc# 20210930006150
Fee: \$2,964.00 Cons: \$650,000.00

QUITCLAIM DEED

I, **Cheryl A. Berry**, unmarried, of Amesbury, MA

For consideration paid and in full consideration of Six Hundred Fifty Thousand Dollars
(\$650,000.00)

Grant to **Wojcicki Holdings, LLC**, a Massachusetts Limited Liability Company with its principal place of business at 110 Main Street, Amesbury, MA 01913

with QUITCLAIM COVENANTS

A certain parcel of land with the buildings thereon located on Maple Street, Amesbury, Essex County, Massachusetts, being more particularly bounded and described as follows:

Beginning at the southeasterly corner thereof on Maple Street, at land now or formerly of Ouellett, thence running Northwesterly by Maple Street, 297.4 feet to the center of a stone post in the stone wall along the said Street; thence running in an irregular curved line about Westerly along a right of way, about 154 feet to land formerly of Edith S. Stinson, later of Morrison, now of Platt; thence running by said land of Platt, Southwesterly 95 feet to land formerly of Samuel Cammett, later of Bergeron, now or formerly of Lucier; thence running Southeasterly by the last mentioned land 416.3 feet to said land of Ouellett; and thence Northeasterly by the last mentioned land 126 feet to said Maple Street and the bound begun at.

There is excepted herefrom that portion of the premises being shown as Lot #10-B on a Plan entitled "Plan of Land as Surveyed for Edward G. & Cecile L. Nichols, Amesbury, MA, Date: 9/6/67, R.A. St. Germain" and filed with the Essex South District Registry of Deeds on September 28, 1967, as Plan No. 465 of 1967 and recorded with said Registry of Deeds at Book 5479, Page 515.

Meaning and intending to convey those premises shown as Lot #10-A on the above described plan.

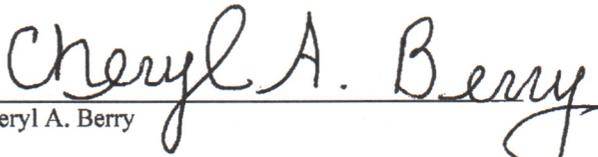
Property Address: 20 Maple St., Amesbury, MA 01913

Being the same premises conveyed to the grantor and John L. Berry by deed of Karl A. Wesolowski and Diane A. Wesolowski dated October 13, 2000 and recorded with said Registry at Book 16618, Page 177.

The said John L. Berry died a resident of Amesbury, MA on March 13, 2021. See death certificate and affidavit recorded herewith.

The grantor herein releases her homestead rights in the premises and declares under the penalties of perjury that no other persons are entitled to homestead protections in the premises under MGL ch. 188.

WITNESS my hand and seal this 29th day of September 2021.

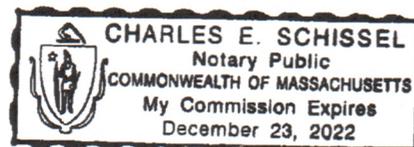

Cheryl A. Berry

COMMONWEALTH OF MASSACHUSETTS

Essex County

On this 29th day of September 2021, before me, the undersigned notary public, personally appeared Cheryl A. Berry, proved to me through satisfactory evidence of identification which was a valid driver's license, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief and acknowledged to me that she signed it as her free act and deed voluntarily, for its stated purpose


Notary Public – Charles E. Schissel
My Commission expires: 12/23/2022





SO ESSEX #615 Bk:40334 Pg:538
09/30/2021 02:32 PM DEED Pg 1/2
eRecorded

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 09/30/2021 02:32 PM
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of Deeds at Book 5479, Page 515.

Meaning and intending to convey those premises shown as Lot #10-A on the above
described plan.

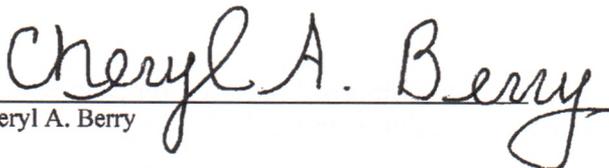
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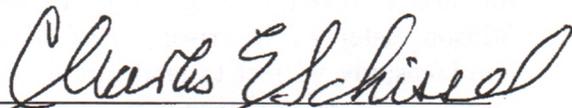
WITNESS my hand and seal this 29th day of September 2021.

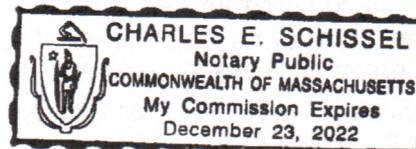

Cheryl A. Berry

COMMONWEALTH OF MASSACHUSETTS

Essex County

On this 29th day of September 2021, before me, the undersigned notary public, personally appeared Cheryl A. Berry, proved to me through satisfactory evidence of identification which was a valid driver's license, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief and acknowledged to me that she signed it as her free act and deed voluntarily, for its stated purpose


Notary Public – Charles E. Schissel
My Commission expires: 12/23/2022

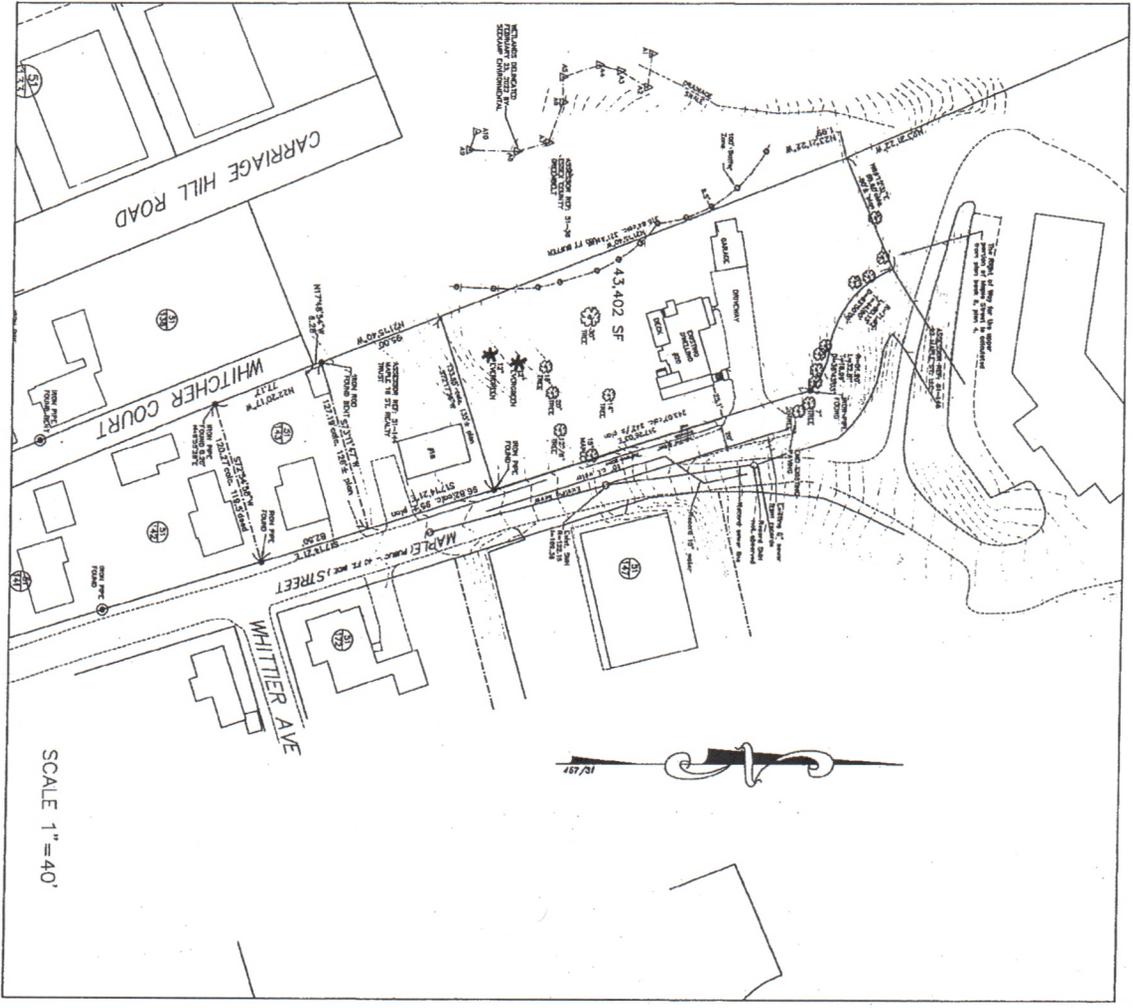
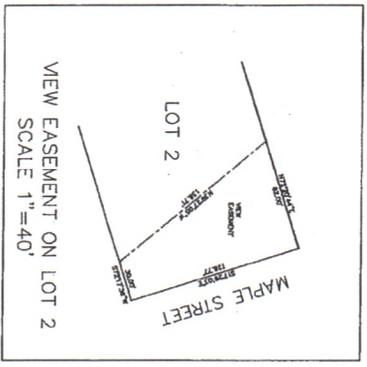
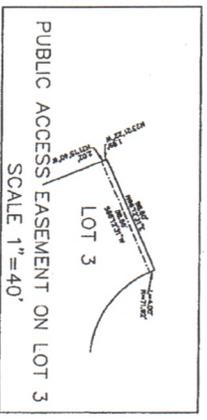


5/13/2022

491

40933-352

(LPS)



SEE LIST IN REGISTRY
RECORDING FEE \$100.00

491
5/13/2022
40933-352
(LPS)

AMESBURY PLANNING BOARD
APPROVAL UNDER SUBDIVISION CONTROL LAWS IS REQUIRED.
RESERVED FOR REGISTRY USE

DATE: MARCH 28, 2022

APPROVED DEFINITIVE SUBDIVISION SPECIAL PERMIT SUBJECT TO TERMS AND CONDITIONS SET FORTH IN A RESOLUTION OF THE PLANNING BOARD, ON BEHALF OF THE CITY OF AMESBURY, MASSACHUSETTS, INC.

A COPY OF WHICH IS RECORDING NOW, AND SHEET AND BOOK NUMBER OF THIS PLAN AND SAID DEED IN THE COUNTY OF ESSEX, MASSACHUSETTS.

CLERK CERTIFICATION
I, THE CLERK OF THE CITY OF AMESBURY, MA DO HEREBY CERTIFY THAT THE OFFICE OF AMESBURY, MA HAS REVIEWED THE PLAN AND FOUND THAT IT COMPLIES WITH THE CITY OF AMESBURY, MA SUBDIVISION CONTROL LAWS AND THAT UNDER THE TERMS OF THE CITY OF AMESBURY, MA SUBDIVISION CONTROL LAWS, THE PLAN IS SUBJECT TO THE CITY OF AMESBURY, MA SUBDIVISION CONTROL LAWS.

DATE: 5/13/22
CLERK: [Signature]

THE CITY OF AMESBURY, MASSACHUSETTS, INC. HAS REVIEWED THE PLAN AND FOUND THAT IT COMPLIES WITH THE CITY OF AMESBURY, MA SUBDIVISION CONTROL LAWS AND THAT UNDER THE TERMS OF THE CITY OF AMESBURY, MA SUBDIVISION CONTROL LAWS, THE PLAN IS SUBJECT TO THE CITY OF AMESBURY, MA SUBDIVISION CONTROL LAWS.

DEFINITIVE
SUBDIVISION OF LAND
AT
20 MAPLE STREET
IN
AMESBURY, MASSACHUSETTS
EXISTING CONDITIONS

PREPARED FROM DESIGN & ARCHITECTURE
BY: [Signature]
115 MAIN STREET, AMESBURY, MA

DESIGNED BY: [Signature]
115 MAIN STREET, AMESBURY, MA

ENGINEER: [Signature]
115 MAIN STREET, AMESBURY, MA

DATE: JAN. 3, 2022

AMALANT ENGINEERING & SURVEY CONSULTANTS INC.
77 DUNCAN STREET - 2ND FLOOR
AMESBURY, MASSACHUSETTS 01810
PHONE: 978-335-7870 FAX: 978-335-8840
WWW.AMALANT.COM

JOB NO. 02-2022-0001
REV: 02-08-2022 BOUNDARY EASEMENT
REV: 02-08-2022 CITY COMMENTS
REV: 02-08-2022 CITY COMMENTS
REV: 04-22-2022 PER PLAN, MA.

SHEET 2 OF 4 AS NOTED

#491 5/13/2022 40933-352 (6/15)

WOLCENI INQUIRY LLC
Amherst, MA 01015

50 STATE STREET, SUITE 200
AMHERST, MA 01002
#491
5/13/2022
40933-352
(6/15)

REMOVED FOR REENTRY USE

AMESBURY PLANNING BOARD
APPROVAL, UNDER SUBORDINATE LOCAL LAWS IS REQUIRED.

[Signature]

DATE: MARCH 28, 2022

APPROVED DEFINITIVE SUBDIVISION/SPECIAL PERMIT SUBJECT TO RECORDING BY THE CITY OF AMESBURY PLANNING BOARD, ON BEHALF OF THE CITY OF AMESBURY, AND WOLCENI INQUIRY, LLC.

A COPY OF WHICH IS RECORDED HEREIN AND SUBJECT ALSO TO THE RECORDS OF THE CITY OF AMESBURY.

CLERK CERTIFICATION

I, THE CLERK OF THE CITY OF AMESBURY, MA DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED RECORDS OF THE PLANNING BOARD AND THE RECORDS OF THE CITY OF AMESBURY ARE TRUE AND CORRECT COPIES OF THE ORIGINALS THAT WERE SUBMITTED TO THE PLANNING BOARD AND THE CITY OF AMESBURY ON THE DATE INDICATED NEXT AFTER SUCH RECEIPT AND THE ORIGINALS HAVE BEEN FILED IN THE OFFICE OF THE CLERK OF THE CITY OF AMESBURY.

[Signature]
DATE: *[Signature]*

DEFINITIVE
SUBDIVISION OF LAND
AT
20 MAPLE STREET
AMESBURY, MASSACHUSETTS

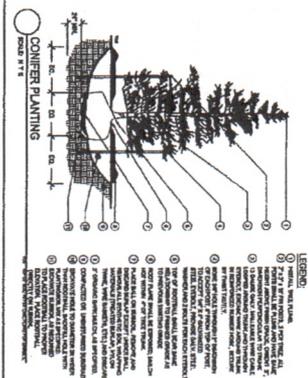
LANDSCAPE DETAILS

PREPARED BY: TERRY DUNNEN & ASSOCIATES
VULNERIX HOLDINGS, LLC
300 NORTH STREET, AMESBURY, MA

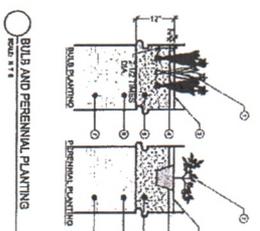
DESIGNED BY:
ADAMANT ENGINEERING & CONSULTING ENGINEERS, INC.
97 TRINITY STREET - CONCORD, MA 01733
PHONE: 978-352-7878 FAX: 978-352-9940

REV: 02-21-2022 REVISION EXISTING
REV: 03-08-2022 CITY COMMENTS
REV: 03-16-2022 RESUBMIT
REV: 04-22-2022 Final Notes, etc.

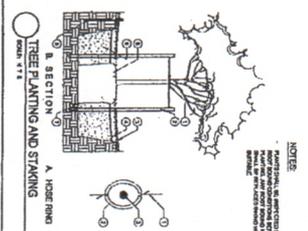
DATE: MAY 3, 2022
JOB NO. A210-D1
SHEET 59 OF 60



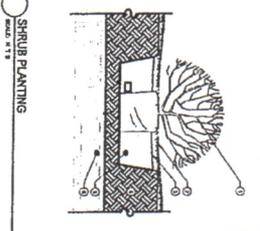
- LEGEND:**
1. TRUNK
 2. BRANCHES
 3. NEEDLES
 4. BARK
 5. TWIGS
 6. LEAVES
 7. ROOTS
 8. SOIL
 9. MULCH
 10. FERTILIZER
 11. WATER
 12. SUNLIGHT



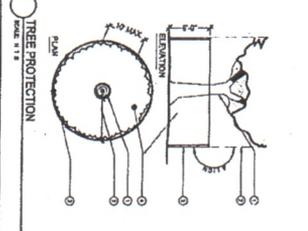
- LEGEND:**
1. MULCH
 2. SOIL
 3. BULBS
 4. PERENNIALS
 5. FERTILIZER
 6. WATER
 7. SUNLIGHT
 8. MULCH
 9. SOIL
 10. BULBS
 11. PERENNIALS
 12. FERTILIZER
 13. WATER
 14. SUNLIGHT



- LEGEND:**
1. TRUNK
 2. STAKES
 3. SUPPORT RING
 4. SOIL
 5. MULCH
 6. FERTILIZER
 7. WATER
 8. SUNLIGHT



- LEGEND:**
1. SHRUB
 2. SOIL
 3. MULCH
 4. FERTILIZER
 5. WATER
 6. SUNLIGHT



- LEGEND:**
1. TRUNK
 2. GUARD
 3. MULCH
 4. SOIL
 5. FERTILIZER
 6. WATER
 7. SUNLIGHT

LANDSCAPE DETAILS

SCALE: 1/2" = 1'-0"

DATE: MAY 3, 2022

JOB NO. A210-D1

CONTRACT NO. 2022-001
PROJECT: 20 MAPLE STREET, AMESBURY, MA
DESIGNED BY: ADAMANT ENGINEERING & CONSULTING ENGINEERS, INC.
97 TRINITY STREET - CONCORD, MA 01733
PHONE: 978-352-7878 FAX: 978-352-9940
DATE: MAY 3, 2022
JOB NO. A210-D1
SHEET 59 OF 60

49
E

PRESERVATION RESTRICTION

THIS PRESERVATION RESTRICTION is made this 11th day of May, 2022 by **Wojcicki Holdings, LLC** ("Wojcicki"), having an address of 110 Main Street, Amesbury, Massachusetts, 01913.

WITNESSETH:

WHEREAS, Wojcicki is the owner of real property located at 20 Maple Street in the City of Amesbury, Essex County, Massachusetts, being a portion of the parcel identified as Assessors Map 55, Parcel 145, and described more particularly in a deed recorded with the Essex South Registry of Deeds in Book 40334, Page 538 and being shown as Lot 2 on Sheet 3 of 4 on a plan prepared by Atlantic Survey and Engineering, Inc entitled " (the "Property")", said Property including the single family home situated thereon (the "Building"), which Property and which Building are described more particularly in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Amesbury Planning Board approved an Historic Preservation Special Permit for the Property on the condition that Wojcicki impose a Preservation Restriction on the Property; and

WHEREAS, Wojcicki is interested in the preservation and conservation of the Building which is located on the Property; and

WHEREAS, the Building and site has many character-defining features. **According to the Pictorial Guide to Historic Amesbury, the house was constructed in 1874. It is a fine example of a highly ornamented Italianate villa style residence. The house has an irregular footprint, with a rectangular main block and various protruding features, including a three-story tower and cross-gabled pavilion with a bay window and various porches around the building. The main block is enclosed by a gable roof. The roof of the main block is intersected by cross gables; and**

WHEREAS, the Building's preservation values are documented in Exhibits A, B, and C (hereinafter, collectively "Baseline Documentation") incorporated herein by reference, which Baseline Documentation provide an accurate representation of the Property as of the date of this Preservation Restriction; and

WHEREAS, the Baseline Documentation includes the following:

1. Architectural Description of the Property (Exhibit A)
2. Photographs (Exhibit B)
3. Architect's Drawings of the Building (Exhibit C); and

WHEREAS, Wojcicki recognizes the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Property, and wishes to preserve the aforesaid preservation values and significance of the Property and the Building; and

WHEREAS, the imposition of a preservation restriction by Wojcicki on the Property will assist in the preservation and maintenance of the Building and its architectural, historic and cultural features for the benefit of the people of the City of Amesbury, the County of Essex, the Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Wojcicki desires to impose a preservation restriction in gross on the Property and the Building.

NOW, THEREFORE, Wojcicki does hereby impose a Preservation Restriction in gross over the Property and the Building described in Exhibits A, B, and C.

PURPOSE

1.1 Purpose. It is the purpose of this Preservation Restriction to assure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building will be retained and maintained substantially in their current condition and to prevent any use or change in the Property that will significantly impair or interfere with the Building's preservation values during the term of this Preservation Restriction.

COVENANTS

2.1 Covenant to Maintain. Wojcicki and all future owners of the Property shall at all times maintain the exterior of the Building in as good structural condition and sound state of repair as that existing on the date of this Preservation Restriction and otherwise in the condition required by this Preservation Restriction, and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property and/or the Building. The obligation to maintain shall require replacement, repair, reconstruction and where necessary replacement in kind by Wojcicki and all future owners whenever necessary to preserve the Building in a good, sound and attractive condition and state of repair. The above notwithstanding, new landscaping or gardens may be created, and surface materials on paths or drives may be changed, only as provided under paragraph 3.1. Subject to the casualty provisions of paragraphs 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building whenever necessary in accordance with The Secretary of Interior's Standards for The Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

2.2. 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 shall not be moved, demolished, removed or razed except as described in paragraphs 6 and 7;
- (b) no barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of the Amesbury Planning Board ("the Board");
- (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
- (d) no above ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded; and
- (e) no other buildings or structures, including camping accommodations, mobile homes or cell towers, shall be erected or placed on the Property.

CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by the Board. Without prior express written approval of the Board, which approval shall not be unreasonably withheld or delayed but which may be subject to such reasonable conditions as the Board in its discretion may determine, neither Wojcicki nor any future owner (hereinafter collectively the "Owner") shall make any changes to the exterior of the Building, except as may be required by the Site Plan Approval of the Board, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the façades of the Building, and any change in design, material or color thereof. Activities the Owner to maintain the exterior of the Building, which are intended to be performed in accordance with paragraph 2.1, and which are minor in nature, shall not require the Board's prior approval. For the purposes of this paragraph, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines which are attached to this Preservation Restriction and incorporated by reference. For purposes of this Preservation Restriction, the exterior of the Building shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows including sash and enframements, doors, gutters, downspouts, and associated hardware and visible details) which are in contact with the exterior of the Building. Also subject to this restriction are any activities, including construction or alteration or any internal structural features that act as support for external surfaces, construction or alteration of which may alter the exterior appearance of the Building or threaten the structural stability or integrity of the exterior of the Building.

3.2 Review of the Owner's Request for Approval. Should the Owner wish to exercise the conditional rights set out or referred to in paragraph 3.1, the Owner shall submit to the Board, for Board's approval, two copies of information (including plans, specifications and designs, where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, the Owner shall also submit to the Board a timetable for the proposed activity sufficient to permit the Board to monitor such activity. Within sixty (60) days of the Board's receipt of any plan or written request for approval hereunder, the Board 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 Board shall provide the Owner with written suggestions for modification or a written explanation for Board's disapproval. Any failure by the Board to act within sixty (60) days of receipt of the Owner's submission or resubmission of plans or requests shall be deemed to constitute approval by the Board of the plan or request as submitted and to permit the Owner to undertake the proposed activity in accordance with the plan or request submitted.

STANDARDS FOR REVIEW

4. The Board shall apply Secretary's Standards whenever (a) exercising any authority created by this Preservation Restriction to inspect the Property; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

OWNER'S RESERVED RIGHTS

5. Owner's Rights Not Requiring Further Approval by the Board. Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by the Owner on, over, or under the Property are permitted by this Preservation Restriction and by the Board without further approval by the Board:

- (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 conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Preservation Restriction.
- (b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Building strictly accordingly to the Secretary's Standards. As used in this subparagraph the right to maintain and repair shall mean the use by the Owner 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 Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Board in accordance with the provisions of paragraphs 3.1 and 3.2; and
- (c) the right to make changes of any kind to the interior of the Building, provided such changes do not alter materially the appearance of the exterior of the Building in contravention of this Preservation Restriction.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

6. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, the Owner shall notify the Board in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Building and to protect public safety shall be undertaken by the Owner without the

Board's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by the Board, The Owner at the Owner's expense shall submit to the Board a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Board, 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 and/or reconstruction work necessary to return the Building to the condition existing at the date thereof.

7. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, the Owner and the Board agree that the Purpose of this Preservation Restriction Agreement will be served by such restoration/reconstruction, the Owner and the Board shall establish a schedule under which the Owner shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to the Owner.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, the Owner and the Board agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of this Preservation Restriction would not be served by such restoration/ reconstruction, the Owner may with prior written consent of the Board, alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, the Owner and the Board may agree to extinguish this Preservation Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 21.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, the Owner and the Board are unable to agree that the Purpose of this Preservation Restriction Agreement 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, and regulations.

8. Insurance. The Owner shall keep the Property insured by an insurance company rated "A1" or better by Best's 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 Property and Building without cost or expense to the Owner or contribution or coinsurance from the Owner. The Owner shall deliver to the Board, within ten (10) business days of the Board's written request therefore, certificates of such insurance coverage. 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.

INDEMNIFICATION; TAXES

9. Indemnification. The Owner hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Board, its agents, directors and 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 on or about the Property; physical damage to the Property; the presence or release in, on, or about 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 damage occurring on or about the Property, unless such injury or damage is caused by the Board or its agents. In the event that the Owner is required to indemnify the Board pursuant to the terms of this paragraph, the amount of such indemnity until discharged shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Property.

10. Taxes. The Owner shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

11. Written Notice. Any notice the Owner or the Board may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested or hand delivered; if to the Owner, at 20 Maple Street, Amesbury, MA 01913, and if to the Board, at Amesbury City Hall, 62 Friend Street, Amesbury, MA 01913, Attention: Amesbury Planning Board.

Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

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

13. Inspection. With the consent of the Owner, representatives of the Board shall be permitted at all reasonable times to inspect the Property, including the interior of the Building. The Owner covenants not to unreasonably withhold consent in determining dates and times for such inspections.

14. The Board's Remedies. The rights hereby granted shall include the right to enforce this Preservation Restriction by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Preservation Restriction by ex parte, temporary, preliminary and or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the restoration of the Property and Building to the condition and appearance required under this Preservation Restriction (it being agreed that the Board may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other

legal and other equitable remedies available to the Board to enforce the Owner's obligations hereunder. Except in the case of an emergency, the Board agrees that no such enforcement actions will be taken unless (a) the Board has sent written notice to the Owner, specifying the Owner's failure to comply with the terms of this Preservation Restriction, and (b) the Owner fails to cure the same within thirty (30) days from the date of the Board's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, the Owner has commenced to cure said default within said thirty (30) day period and is pursuing said cure diligently to completion.

In the event the Owner is found to have violated any of the Owner's obligations, the Owner shall reimburse the Board for any reasonable costs or expenses incurred in connection with the Board's enforcement of the terms of this Preservation Restriction, including all reasonable court costs, and attorney's, architectural, engineering and expert witness fees, together with interest thereon at an interest rate two percent points (2%) higher than the prime lending rate.

Exercise by the Board of one remedy hereunder shall not have the effect of waiving or limiting the use of any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

The Board does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Board any affirmative obligation or liability relating to the condition of the Property or the Building.

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

16. Intentionally Omitted.

17. Liens. Any lien on the Property created pursuant to any paragraph of this Preservation Restriction may be confirmed by judgment and foreclosed by the Board in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Preservation Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

BINDING EFFECT; ASSIGNMENT

18. Runs with the Land. (a) The obligations imposed by this Preservation Restriction shall be effective until such time as Wojcicki Holdings, LLC and the City of Amesbury acting by and through the Amesbury Historical Commission enter into a perpetual Preservation Restriction Agreement, said Agreement is accepted by the Amesbury City Council and is signed by the Mayor. This Restriction and the Preservation Restriction Agreement, once recorded at the Registry of Deeds, shall extend to and be binding upon the Owner and their successors in interest and all persons hereafter claiming under or through the Owner and the words "the Owner" when used herein shall include all such persons. Except as provided in Paragraphs 7 and 21, the rights and obligations created or imposed by this Restriction shall be in effect until replaced by the

Preservation Restriction Agreement, and shall be deemed as a binding servitude upon the Property.

(b) Anything contained herein to the contrary notwithstanding, an owner of the Premises shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer.

(c) The restrictions, stipulations, and covenants contained in this Restriction shall be incorporated by The Owner, by express reference, in any subsequent deed or other legal instrument by which the Owner divests itself of either the fee simple title to or any lesser estate in the Premises or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Premises, but excluding any lease with a term of fewer than ninety (90) days.

19. Assignment. The Board may, at its discretion without prior notice to the Owner, convey, assign or transfer this Preservation Restriction to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under the Act, as amended, whose purposes, inter alia, are to promote preservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Preservation Restriction was granted will continue to be carried out.

20. Recording and Effective Date. Wojcicki Holdings, LLC shall do and perform at its own cost all acts necessary to the prompt recording of this Preservation Restriction and the Preservation Restriction Agreement, once approved and signed by the City of Amesbury, in the land records of the Essex South District Registry of Deeds. The Owner and the Board intend that the restrictions arising under this Preservation Restriction and the Preservation Restriction Agreement shall take effect on the day and year the respective instruments are recorded in said Registry.

EXTINGUISHMENT

21.1. Extinguishment. The Owner recognizes that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Preservation Restriction and may necessitate extinguishment of this Preservation Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. It is also understood that this Preservation Restriction shall be extinguished by the recording of the Preservation Restriction Agreement referenced above.

INTERPRETATION

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

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Preservation 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) Nothing contained herein shall be interpreted to authorize or permit the Owner 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 the Owner promptly shall notify the Board of such conflict and shall cooperate with the Board and the applicable government entity to accommodate the purpose of both this Preservation Restriction and such ordinance or regulation.

AMENDMENT; SUBORDINATION

23. Amendment. If circumstances arise under which an amendment to or modification of this Preservation Restriction would be appropriate, the Owner and the Board may by mutual written agreement jointly amend this Preservation Restriction. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Preservation Restriction; shall not affect its stated duration; shall not prohibit residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Preservation Restriction. Any such amendment shall be recorded in the land records of the Essex South District Registry of Deeds. Nothing in this paragraph shall require the Owner or the Board to agree to any amendment to consult or negotiate regarding any amendment.

[signature page follows]

IN WITNESS WHEREOF, Wojcicki Holdings, LLC has hereto caused this document to be signed and sealed this 11th day of May, 2022.

WOJCICKI HOLDINGS, LLC

By: 
Mark E. Wojcicki, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 11th day of May, 2022, before me, the undersigned Notary Public, personally appeared Mark E. Wojcicki who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Wojcicki Holdings, LLC.



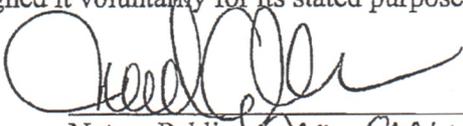
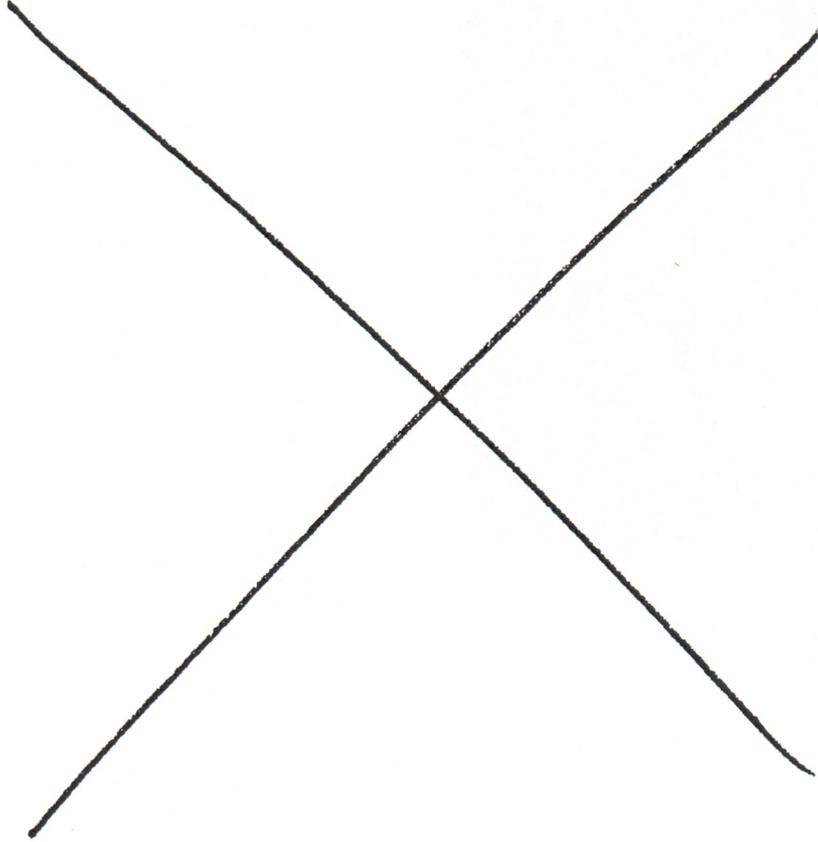

Notary Public PAUL GAGLIARDI
My Commission Expires 12-11-26.

EXHIBIT A

Architectural Description of the Property



Baseline Documentation
 (Massachusetts Historical Commission Inventory Form B cover sheet
 prepared 1989 by Kay Flynn and William Young. Continuation sheets prepared
 in 2021 by Essex Preservation Consulting.)

FORM B - BUILDING

AME.474

AREA

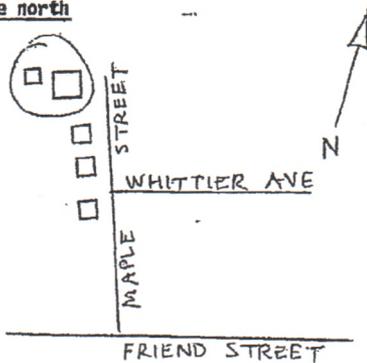
FORM NO.

474



location
or
findings

Indicate north



Town Amesbury

Address 20 Maple Street

Historic Name _____

James H. Davis House

Use: Present Residence

Original Residence

DESCRIPTION

Date 1874

Source Pictorial Guide

Style Italianate Villa

Architect _____

Exterior Wall Fabric Clapboard

Outbuildings shed-modern

early 20th century 2 bay carriage house,

wishing well brick-circular (garage)

Major Alterations (with dates) _____

Condition excellent

Moved no Date _____

Acreage more than one acre

Setting Located close to the top of Whittie hill in an area of new (1980's) multiple

units and late 19th century single residenc

UTM REFERENCE _____

USGS QUADRANGLE _____

SCALE _____

Recorded by Kay Flynn/William Young

Organization Preservation Plus Inc

Date March 1989

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN

AMESBURY

ADDRESS

Area(s) Form No.

AME	474
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Architectural Description

The James H. Davis House (constructed 1874) is located on the westernmost edge of downtown Amesbury, near the northern end of a dead-end street (Maple Street) in the Whittier Hill section of town. The neighborhood is dominated by Italianate and Queen Anne style houses built in the late 19th and early 20th centuries (Photo 2). Most of the homes are single-family residences, although there are some examples with two-family occupancy. The principal exceptions are two large multi-family buildings - a three-story brick condominium building (19 Maple Street) from ca. 1970 on the opposite side of Maple Street from the Davis House and a large nursing home (22 Maple Street) from ca. 1975 to the north (Photo 1). The property on which the Davis House stands includes one acre of land. Maple Street slopes upward, roughly south to north, following the contours of Whittier Hill. The Davis House is situated on a slight rise in the hill and is set back from Maple Street approximately 60 feet (Photos 2 and 3). The property includes the house (Photo 7) and a garage that were built at roughly the same time (Photo 43). Modifications to the house footprint have been limited. The two-story porch at the southwest corner of the building was originally one-story in height and not as wide as the existing, as shown in the attached historic photo. Historic maps suggest that the two and one-half story wing off the northwest corner of the main block was added sometime after 1945 (Photo 29). The irregular intersection with the main block at the roof ridge further supports this (Photo 40).

General Conditions

According to the *Pictorial Guide to Historic Amesbury*, the house was constructed in 1874. It is fine example of a highly ornamented Italianate villa style residence. The house has an irregular footprint, with a rectangular main block (51' x 22') and various protruding features, including a three-story tower and cross-gabled pavilion with a bay window and various porches around the building. The house rises two and one-half stories from a brick foundation (now painted - Photos 17 and 38) and is finished with painted clapboard siding and wood trim elements. The main block is enclosed by a gable roof. The roof of the main block is intersected by cross gables of the northwest wing and central pavilion at the southeast elevation. All of these peaked roofs are finished with asphalt shingles. A simple brick chimney projects from the roof near the east end of the ridge (Photo 39). Six skylights were added to the roof - three on the northwest slope, two on the southeast slope, and one on the southwest slope of the northeast wing (Photos 7, 29, and 40). The two principal elevations (southeast and northeast) are visible from Maple Street and exhibit a higher degree of architectural ornamentation than the two secondary elevations. Each section of the building is trimmed with narrow flat corner boards and prominent wood window and door surrounds (Photos 7, 22, 29, and 40). All elevations are linked by the same prominent cornice with dentils, tall fascia, and scroll brackets (Photo 14). While some of the exterior fabric was replaced over time, it was undertaken in a manner sympathetic to the historic appearance of the house, duplicating the original elements. All window openings hold modern replacement windows, except the narrow fixed windows of the enclosed porch (Photo 13). Most windows hold one-over-one double hung sashes (Photo 15), although there are scattered examples of multi-pane sashes as well, as noted below. Exterior entry doors were also replaced.

Principal Facade (Southeast Elevation)

The principal facade (southeast elevation) is the most highly ornamented (Photo 7), with a central shallow pavilion (Photo 10) adjoining a three-story square tower (Photo 9). These two elements are flanked by a two-story porch to the west (Photo 16) and a single-story enclosed porch to the east (Photo 8). The central pavilion features a rectangular bay window, a paired window at the second floor, and an octagonal oculus at the attic level within the cross gable. Paneled aprons at the base of the bay window are topped by a decorative band with dentils; the front-facing apron features a circular trim element at its center. Wide flat pilasters with stylized capitals separate

INVENTORY FORM CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

AMESBURY

Area(s) Form No.

AME 474

the windows of the projecting bay. The roofline of the bay window is trimmed with a modified version of the building's main cornice, with dentils and paired brackets. The paired window at the second floor of the pavilion is framed by wide flat trim boards supporting a stylized curvilinear pediment (Photo 11). The oculus within the gable at the attic level is encircled by flat trim. There is a single window topped with a prominent flat hood mould at both floors on the west wall of the pavilion (Photo 16).

The three-story tower has a single window at each floor of the southeast wall and a single window at each of the three additional elevations at the third floor (Photos 9 and 22). All windows have flat trim and shallow gabled hood moulds. The small square first-floor window holds a diamond-patterned sash. There is an entry to the tower from within the enclosed porch (Photo 27); the entry holds a modern door and is topped by a shallow gabled hood mould.

The easternmost bay of the building's main block has a window at the first floor (obscured by the enclosed porch) and another window at the second floor. Both are finished with the same flat trim and hood mould found at most window openings across the building. The enclosed porch features similar high-style detailing to the rest of the building (Photo 8). The porch wraps around and across the northeast elevation (facing Maple Street), where it covers the entire first floor (Photo 22). Rising from a rubble stone foundation, the porch is finished with painted clapboards. Paired windows with six-over-six sashes take up much of the wall space. Windows are separated by slender pilasters and narrow four-pane fixed windows. The roofline is defined by a prominent cornice with dentils and brackets. Principal access to the porch was historically by way of an entry on the northeast elevation (Photo 25). Today the doorway is discernible but no longer operable, as the stoop was removed (stoop visible in the attached older photo). The former entry holds a multi-pane fixed window topped by a five-pane transom and flanked by partial sidelights with paneled aprons. There are two additional exterior entrances to the enclosed porch, on the narrow southwest and northwest walls (Photos 12 and 37). The entries are identical and feature a fully-glazed multi-pane door with a five-pane transom and partial sidelights with paneled aprons. A granite stoop with modern hand railings leads to the northeast entry (Photo 36), while the southwest entry has a wood stoop with recent railings.

West of the central pavilion, the first floor of the main block has a wide entryway and a stout window, both trimmed with flat hood moulds (Photo 19). The entry holds a set of multi-pane sliding doors, while the window has an eight-over-eight double-hung window. Above the entry at the second floor is a paired window with a flat hood mould (Photo 20). A two-story open porch extends beyond the west end of the elevation and across the width of the northwest wing (Photo 16). The historic photo and maps confirm that the porch was originally a smaller one-story porch that terminated at the west end of the main block and was more shallow than the existing porch at the first floor, as is the case with the second level of the porch. The porch roof is supported on paired posts set on paneled bases; two of the pairs appear to be from the original construction. Each of the chamfered posts is ornamented with a scroll bracket (Photo 18); dentils run between the brackets. The extended porch deck at the first floor has concrete footings, vertical skirt boards, and a recent hand railing. The same hand railing was used at the upper level of the porch. Both levels wrap around and cover one bay of the northwest elevation (Photo 40). A set of wood steps leads from the lower level of the porch to the west lawn and to an entry on the southeast face of the northwest wing (Photo 21). The entry holds a recent paneled door with a fan light and is trimmed with flat trim and a hood mould.

Maple Street (Northeast) Elevation

The northeast elevation faces Maple Street and only the second floor and attic level are visible from the exterior (Photo 22). The lower level is covered by the enclosed porch. The corner boards and cornice of this elevation match those at the other elevations, as described above. The gable has shallow returns supported on

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TOWN
AMESBURY

ADDRESS
Area(s) Form No.

AME	474
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paired brackets (Photo 24). This elevation is three bays wide and features three windows at the second floor and a single smaller window in the gable at the attic level. All windows have flat surrounds with prominent hood moulds, as is the case for most window openings across the building. The same is true of two windows at the first floor within the enclosed porch (Photo 26). The northernmost bay at the first floor holds a modern door and is framed in the same manner as the windows.

Northwest Elevation

The northwest elevation features a shallow projecting gabled wing (northwest wing) that covers nearly half the main block (Photo 29). The corner boards and cornice on both the main block and the wing match those at the other elevations. Fenestration on the main block is limited to a recent bay window at the first floor, a small square window at the second floor, and three short windows at the basement level (Photos 35 and 38). The northwest wing is more highly ornamented (Photo 30) than the main block at this elevation. An open porch, matching the details of the two-story porch at the principal facade, runs across the first floor. The first floor is laid out with an entry just off center flanked asymmetrically by two windows (Photos 32 and 38). The entry holds a replacement door with nine glazed upper panels and two solid lower panels (Photo 33). Two windows at the second floor are also arranged asymmetrically. A stout Palladian window is located within the gable at the attic level (Photo 31). Window openings at the first floor hold eight-over-eight sashes, while those at the two upper levels have six-over-six sashes. The door and all windows on this wall have flat casings with hood moulds (Photos 33 and 34).

Southwest Elevation

The southwest elevation is dominated by the northwest wing, which covers half of the main block (Photo 40). The corner boards and cornice on both the main block and the northwest wing match those at the other elevations. The exposed bay of the main block consists of a paired window at the first floor and an entry to the porch at the second floor. Both of the paired windows hold a six-over-six sash topped by a three-pane transom. The doorway at the second floor holds a fully-glazed door (Photo 42). The northwest wing has asymmetrical fenestration with windows of varying sizes - three windows at the first floor and a paired window at the second floor. All windows on this wall hold six-over-six sash (Photo 41), with those at the second floor having six-light transoms. The door and all windows on this elevation have flat casings with prominent hood moulds. The only exceptions are two short narrow basement windows, which have slender flat trim.

Garage

The one and one-half story garage is located just northwest of the house (Photo 5) and appears to have been constructed at the same time or shortly after the house was erected. It was likely a carriage house when first constructed but was labeled as an "auto" garage on the 1918 map (see attached). The garage retains a fair amount of historic fabric, including a door on the southeast elevation and windows (Photo 43). The exterior is finished with painted clapboards trimmed with flat wood stock. The garage has a rectangular main block with a small stair enclosure at the rear for access to the upper level (Photo 45). Rising from a painted brick foundation, the building is enclosed by an asphalt shingled gable roof with a deep overhang at the southeast elevation. Two small gabled dormers project from the southeast roof slope (Photo 46). A cupola vent is centered on the roof ridge. The roof has overhanging eaves finished with flat fascia boards and soffits (Photo 45). Other trim, including corner boards, window casings, and door surrounds are fabricated of painted flat stock.

The gabled front northeast elevation (Photo 43) is dominated by two large garage openings at the first floor (currently no doors in place). A Palladian window is located at the upper level within the gable. The window retains three four-pane wood sashes and a fan light.

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
 220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

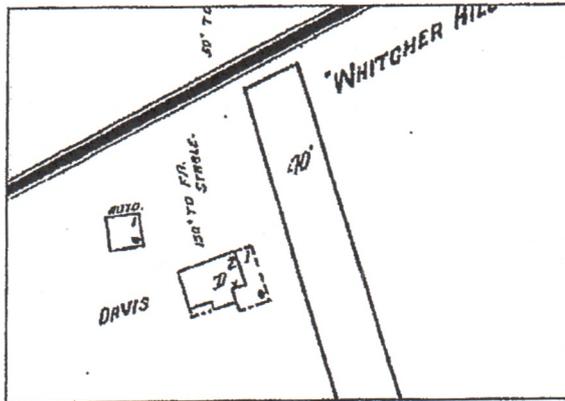
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 Area(s) Form No.

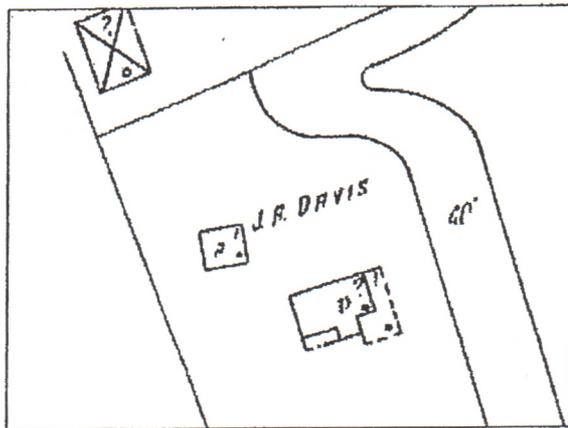
AME 474

The southeast elevation consists of the main block and the recessed stair enclosure (Photo 46). The main block is arranged with two pairs of small windows, each with an eight-pane wood window. An entry at the east end holds a historic wood door with a glazed upper panel and two solid lower panels. The recessed wall of the stair enclosure has two windows that light the stair; both hold eight-pane wood windows.

The northwest elevation is similar to the southeast, arranged with the recessed stair enclosure at the west end (Photo 44). The main block mimics the window arrangement and type on the opposite southeast elevation. The stair enclosure has a single six-over-six double-hung wood window. The southwest elevation of the garage has just a single narrow bay of the main block exposed (Photo 45). This bay has a single small window with a six-pane wood sash. The wall of the stair enclosure has a six-over-six double-hung wood window at the lower level and a small blocked window at the upper level.



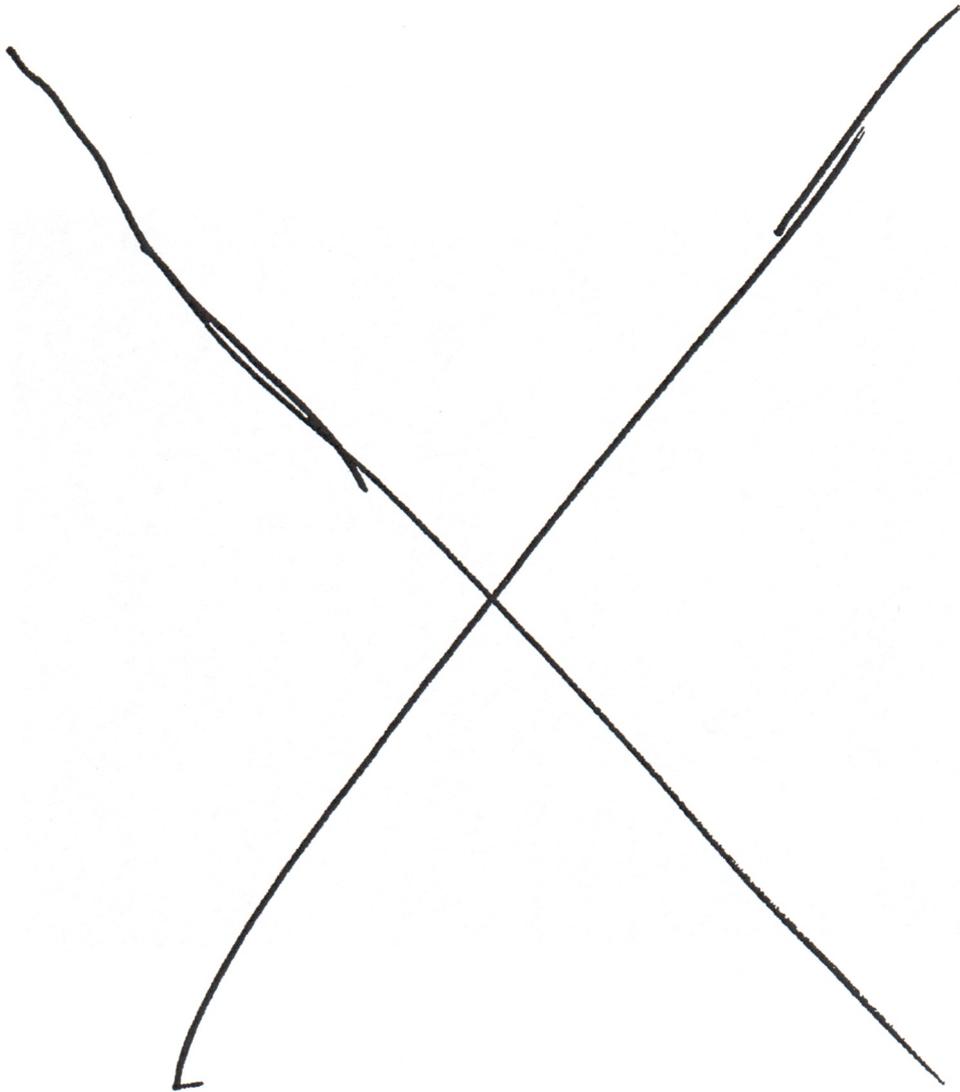
1918 Map



1945 Map

EXHIBIT B

Photographs of the Building



INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

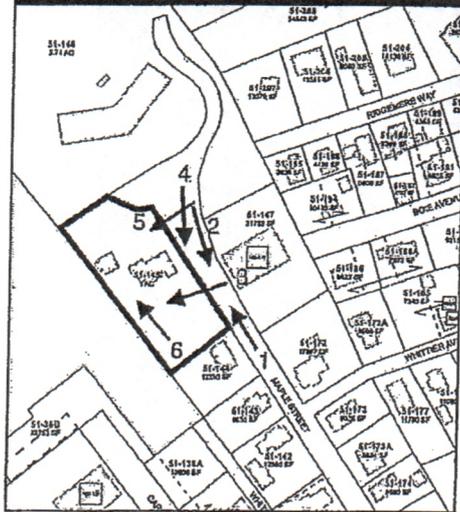
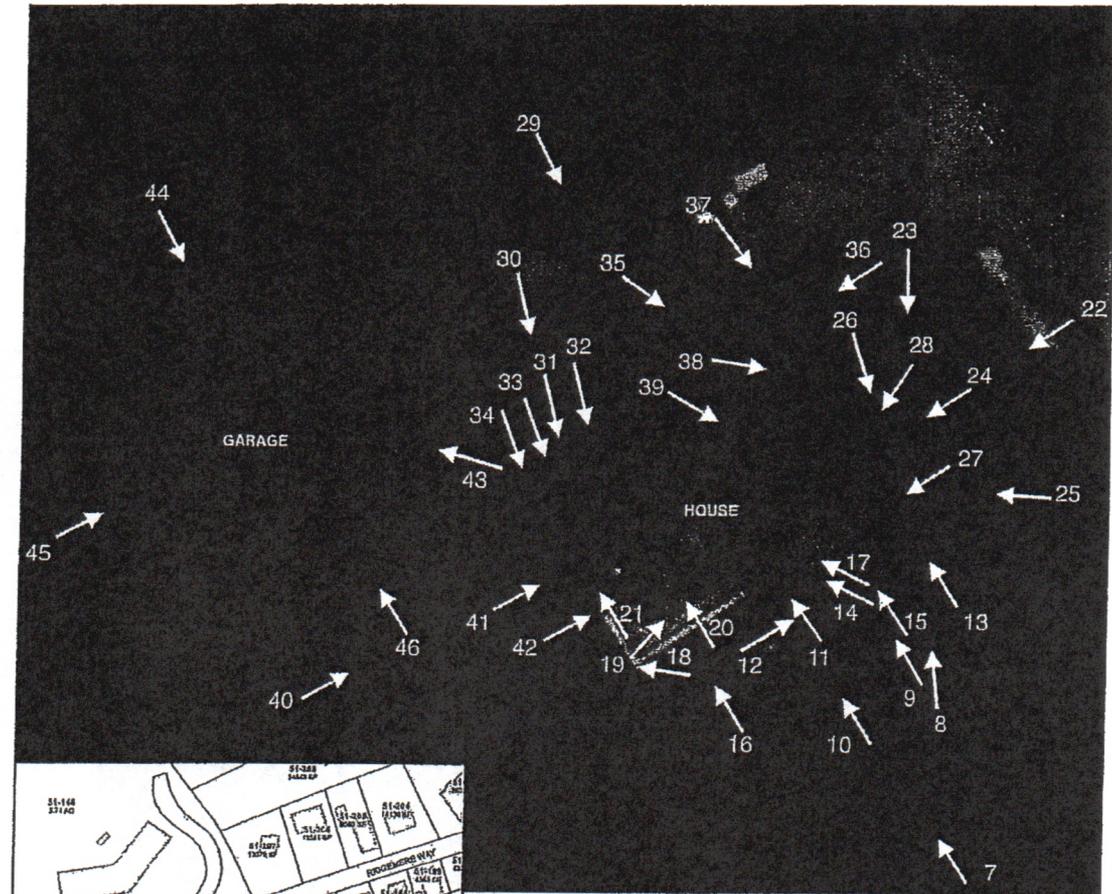
TOWN
AMESBURY

ADDRESS
Area(s) Form No.

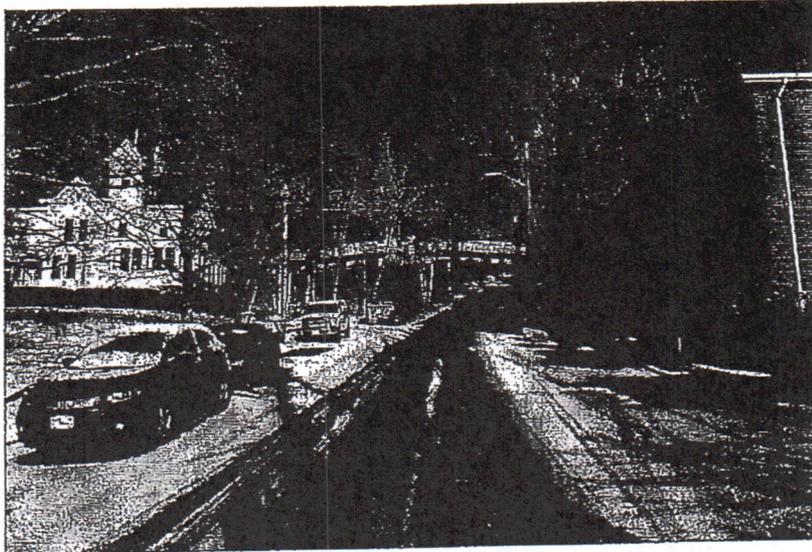
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Photo from Pictorial Guide to Historic Amesbury (1975)



	<p style="text-align: center;"> JAMES H. DAVID HOUSE 20 MAPLE STREET AMESBURY, MASSACHUSETTS </p>	<p style="text-align: center;"> CURRENT PHOTOGRAPHS PHOTO KEY DECEMBER 2021 </p>
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1_ Setting - view northwest showing 20 Maple St. (left) and neighboring buildings



2_ Setting - view south showing 20 Maple St. (right) and houses along southwest side of Maple Street

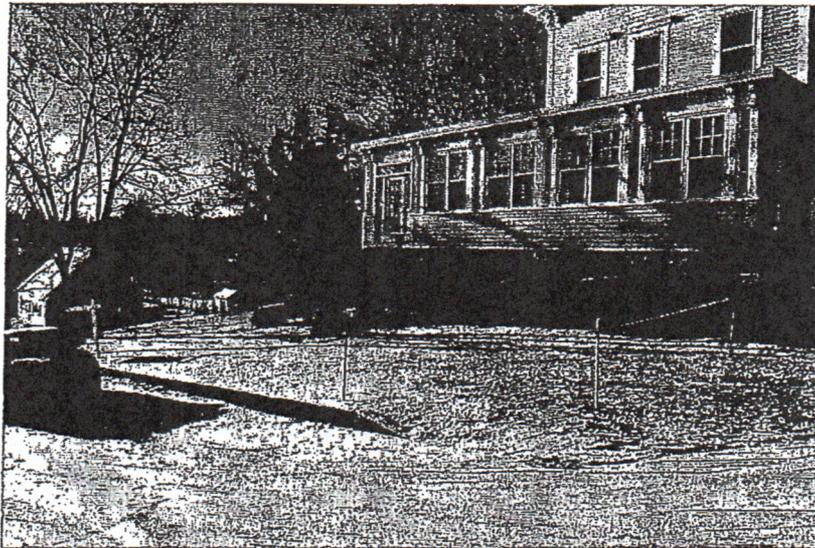


JAMES H. DAVIS HOUSE
20 MAPLE STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
DECEMBER 2021



3_ Site - view west showing land on southeast side of house



4_ Site - view south showing side yard along Maple Street

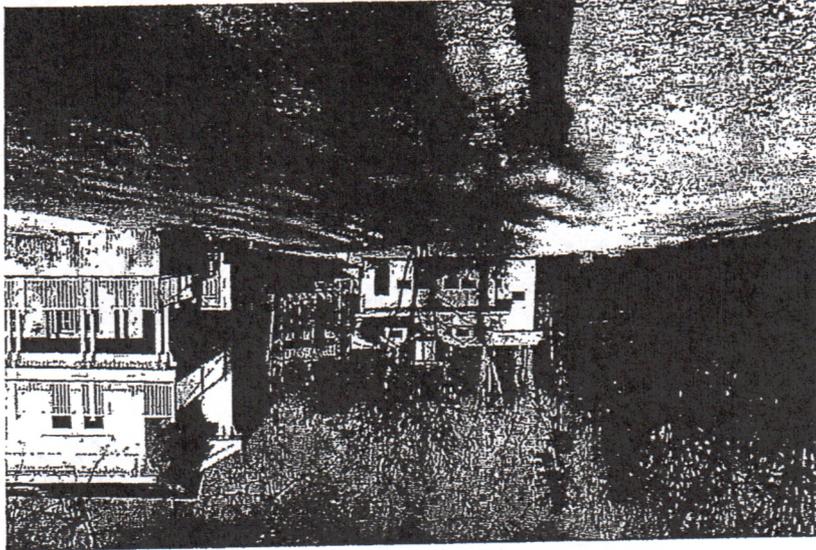


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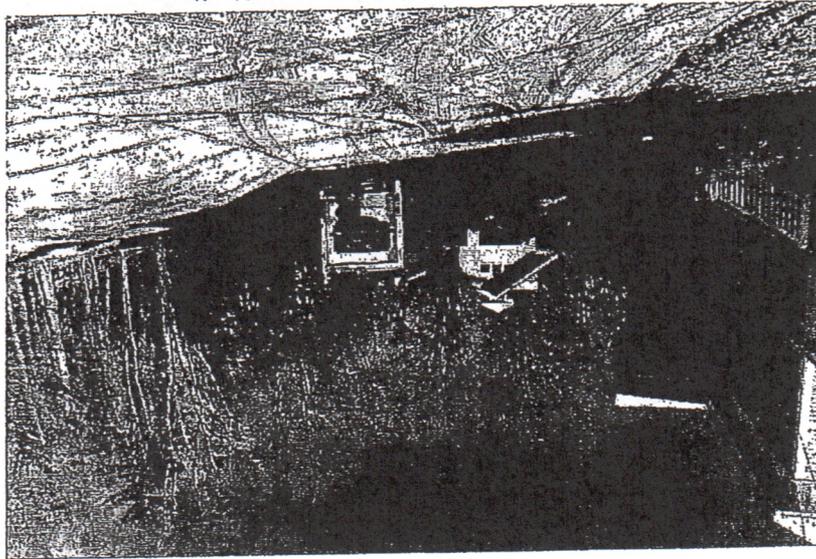
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6_ Site - View northwest showing land on southwest side of house

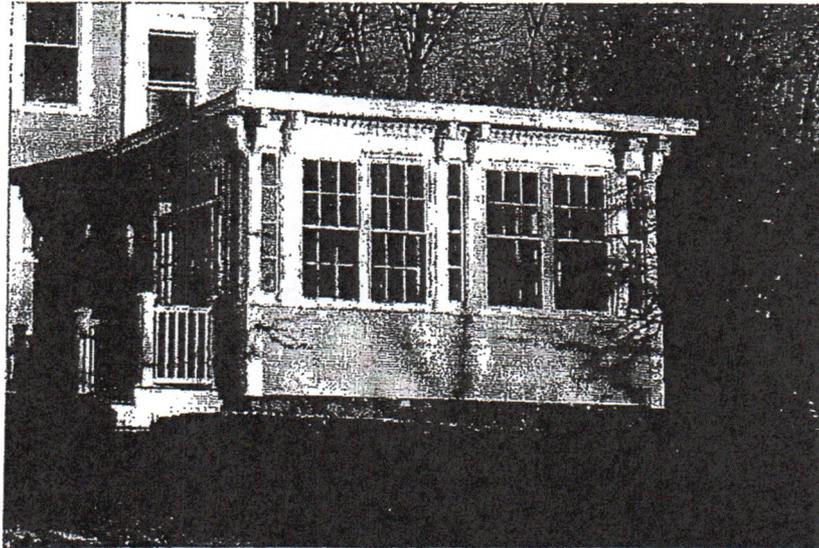


5_ Site - View southwest showing land and driveway on northwest side of house





7_ View northwest showing principal facade (southeast elevation)



8_ View northwest showing principal facade (southeast elevation) - detail of enclosed porch at east end



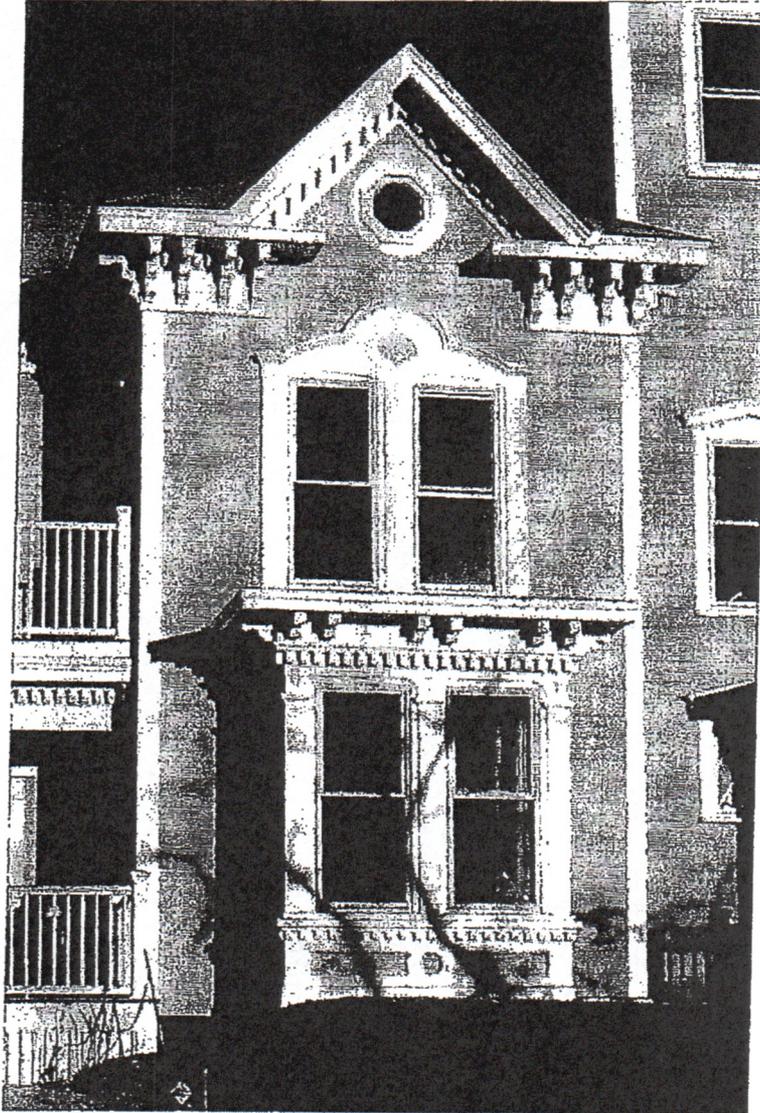
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9_ View northwest showing principal facade (southeast elevation) - detail of three-story tower

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10_ View northwest showing principal facade (southeast elevation) - detail of central bay



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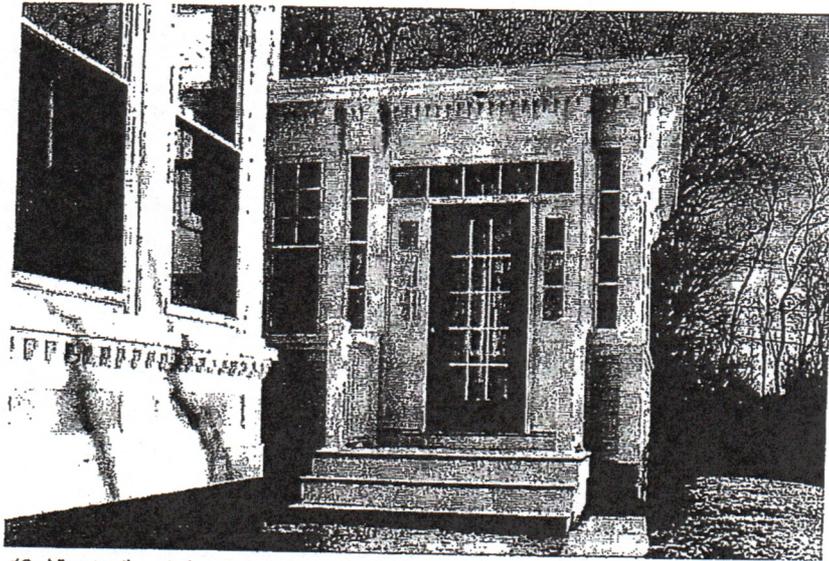


11_ View northwest showing principal facade (southeast elevation) - detail of upper level windows in central bay

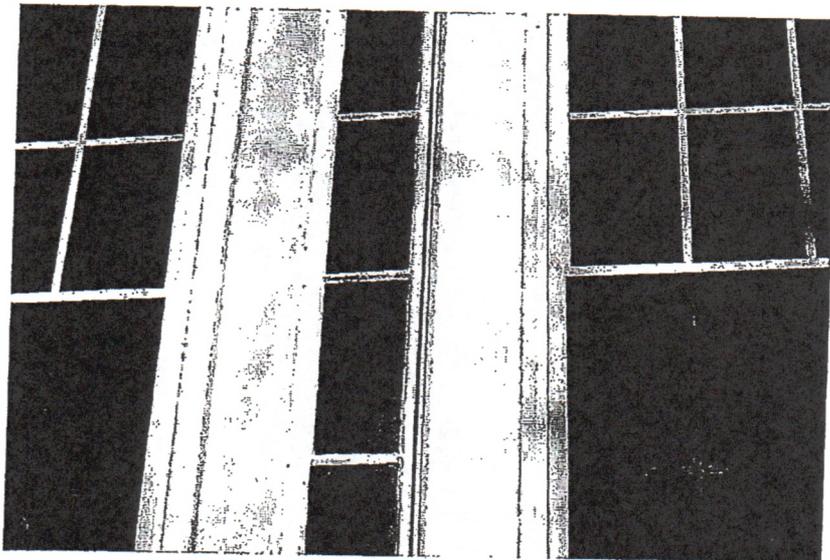


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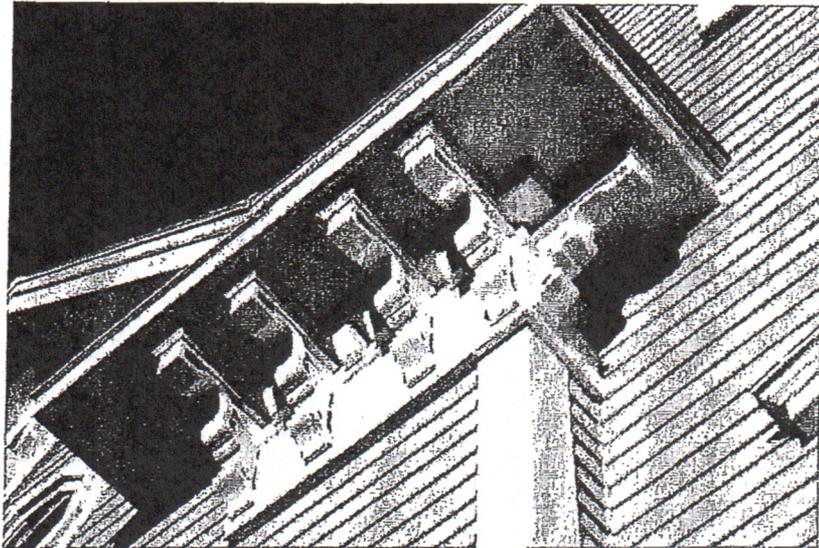


12_ View northeast showing southwest face of enclosed porch off southeast corner of house

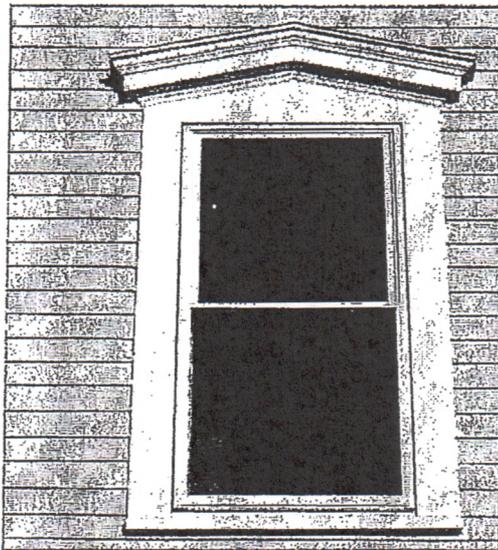


13_ View northwest showing principal facade (southeast elevation) - detail of original narrow window (center) on enclosed porch

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14_ View northwest showing principal facade (southeast elevation) - detail of brackets at cornice of central bay

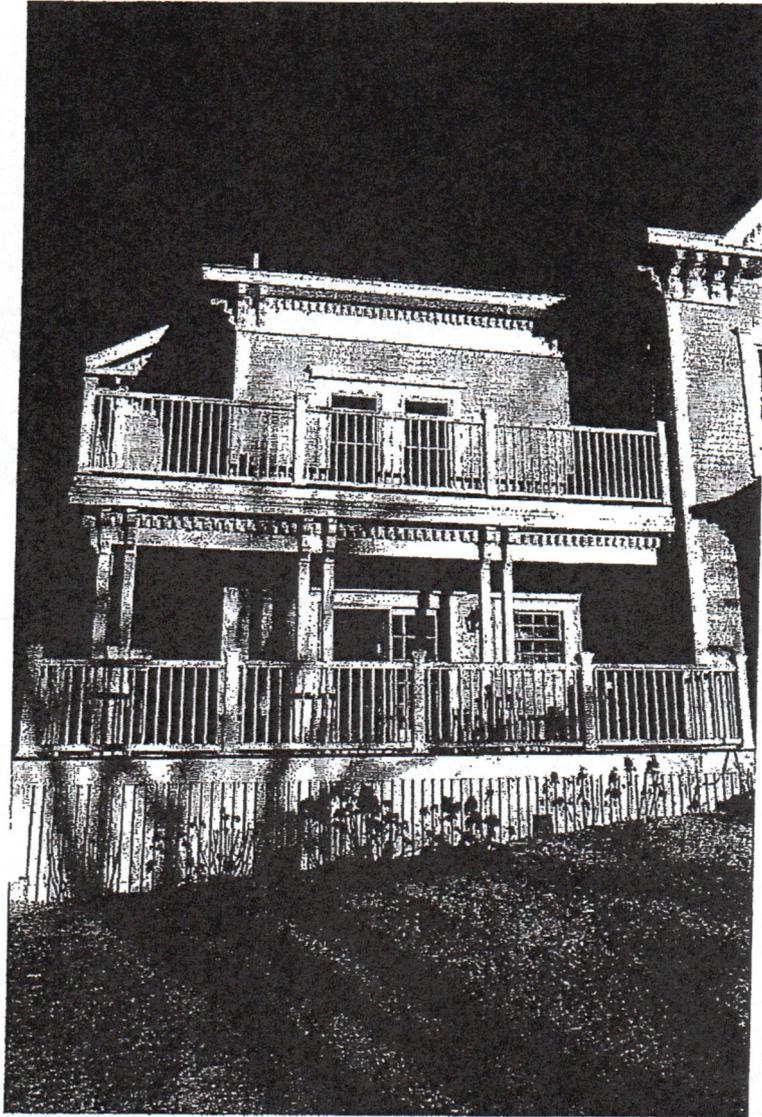


15_ View northwest showing principal facade (southeast elevation) - detail of window at second floor of three-story tower



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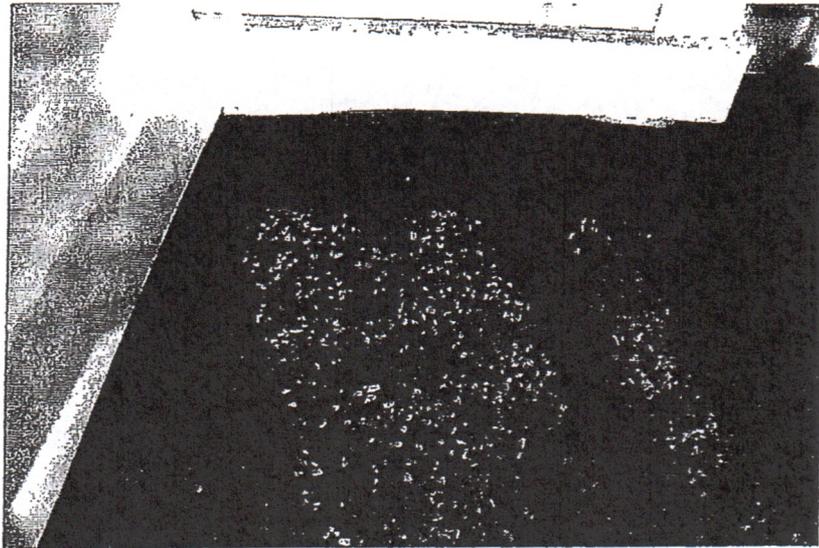


16_ View northwest showing principal facade (southeast elevation) - detail at west end

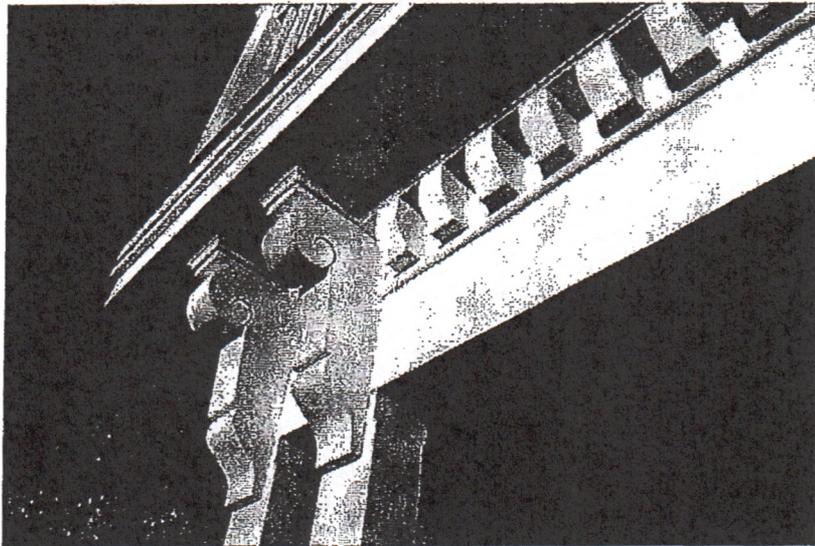


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17_ Detail of principal facade (southeast elevation) showing brick foundation

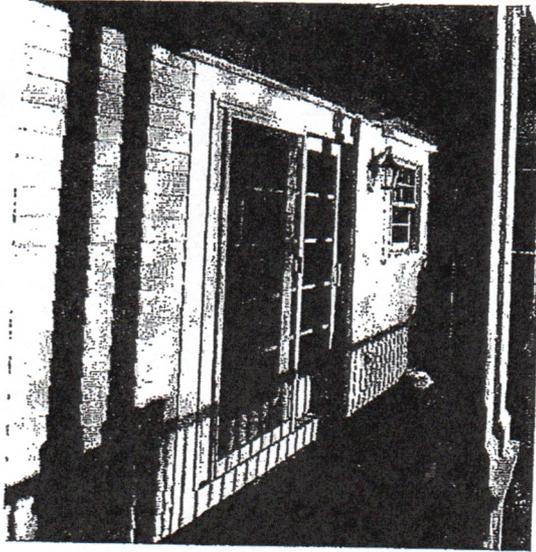


18_ View west showing principal facade (northwest elevation) - detail of two-story porch



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19_ View north showing principal facade (southeast elevation) - detail of wide doorway at west end of first floor

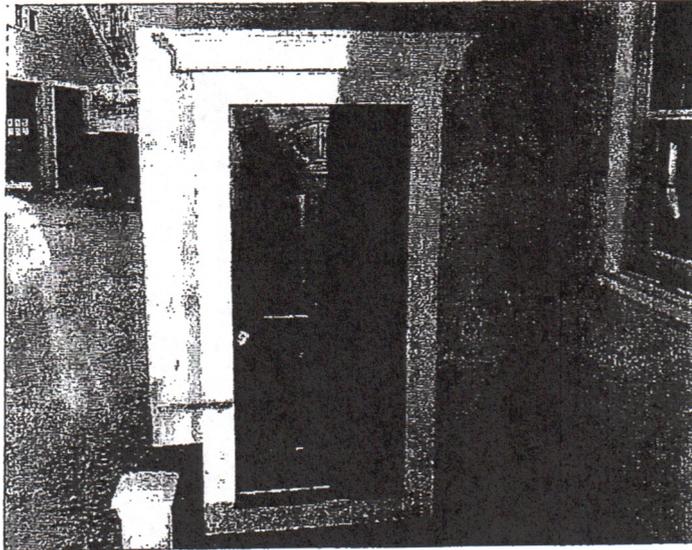


20_ View northwest showing principal facade (southeast elevation) - detail of paired windows toward west end of second floor

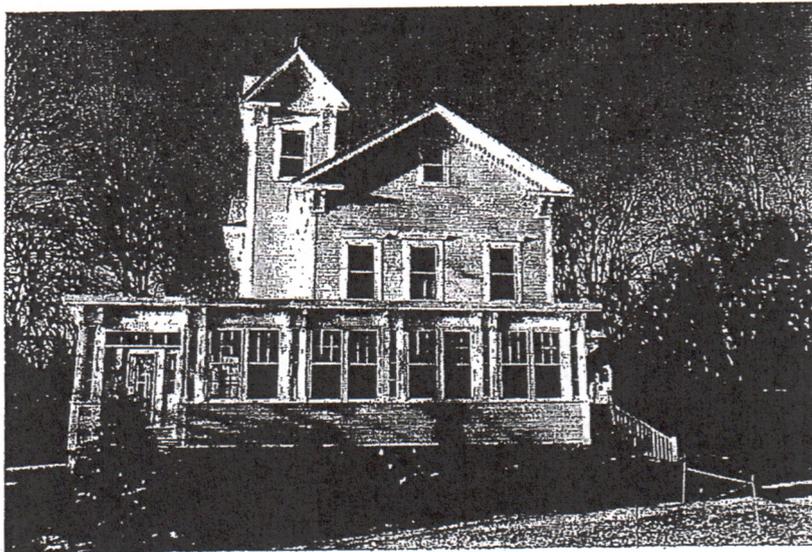


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21_ View northwest showing principal facade (southeast elevation) - detail of entry at first floor of recessed westernmost bay

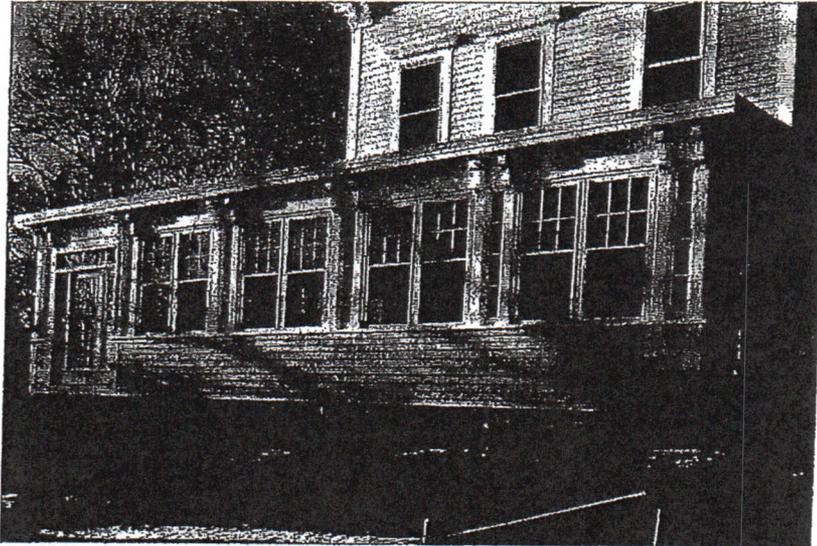


22_ View southwest showing Maple Street (northeast) elevation

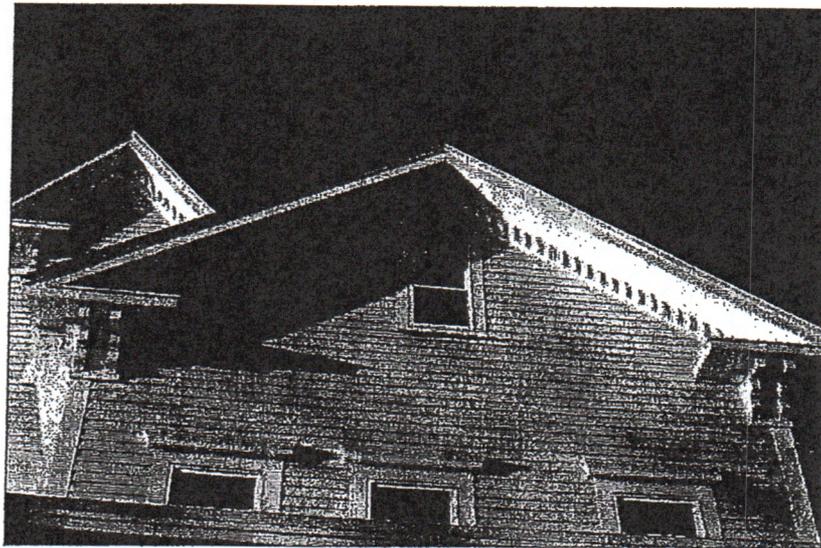


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23_ View south showing Maple Street (northeast) elevation - detail of enclosed porch



24_ View southwest showing Maple Street (northeast) elevation - detail of gable



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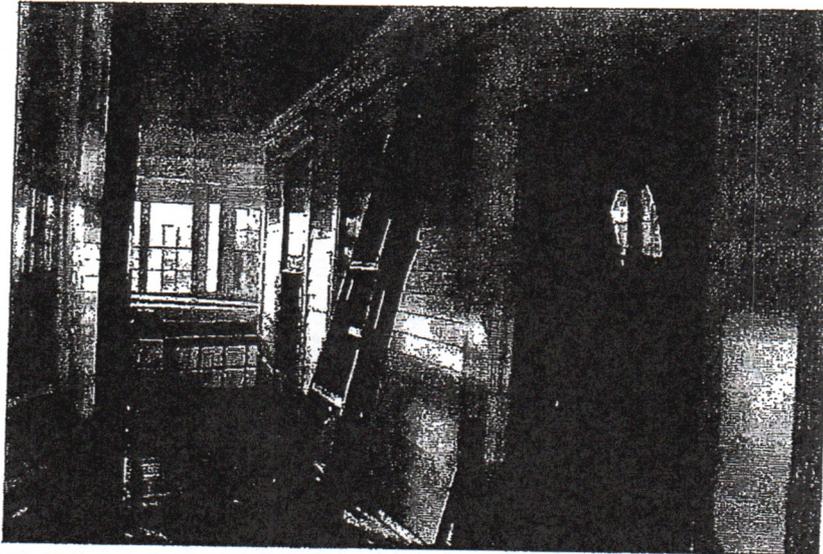


25_ View west showing Maple Street (northeast) elevation - detail of former entry at south end (where stoop removed)

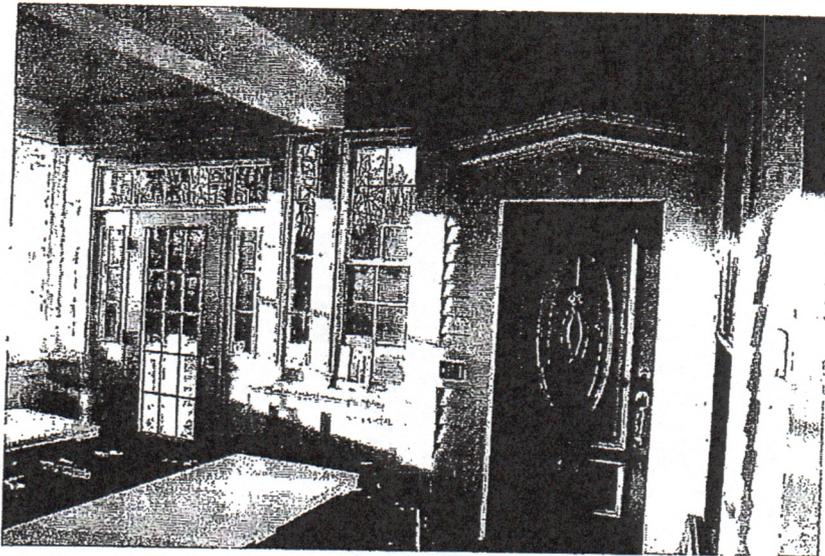


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26_ View south showing Maple Street (northeast) - detail at north end within enclosed porch

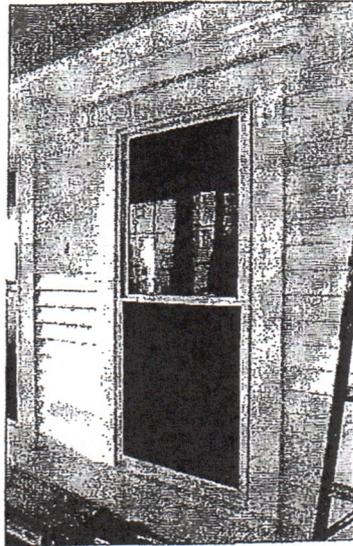


27_ View south showing Maple Street (northeast) - detail at south end within enclosed porch

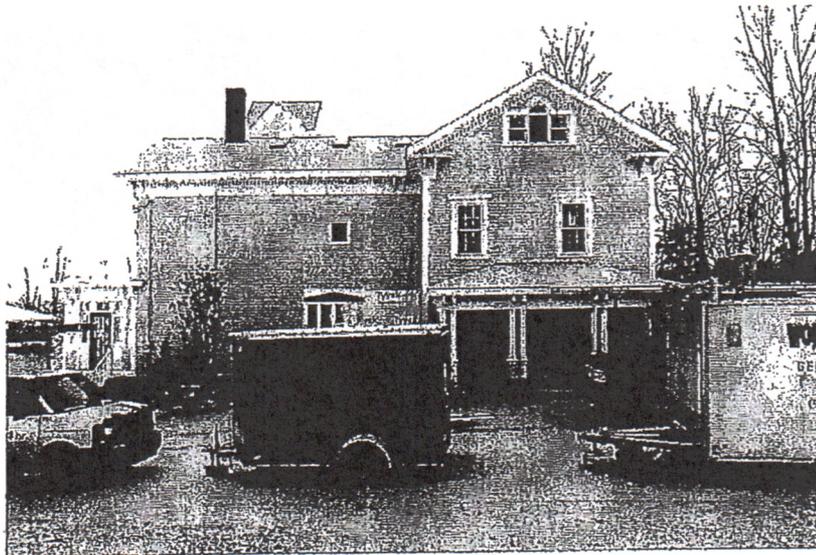


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28_ View south showing Maple Street (northeast) - detail at north end within enclosed porch

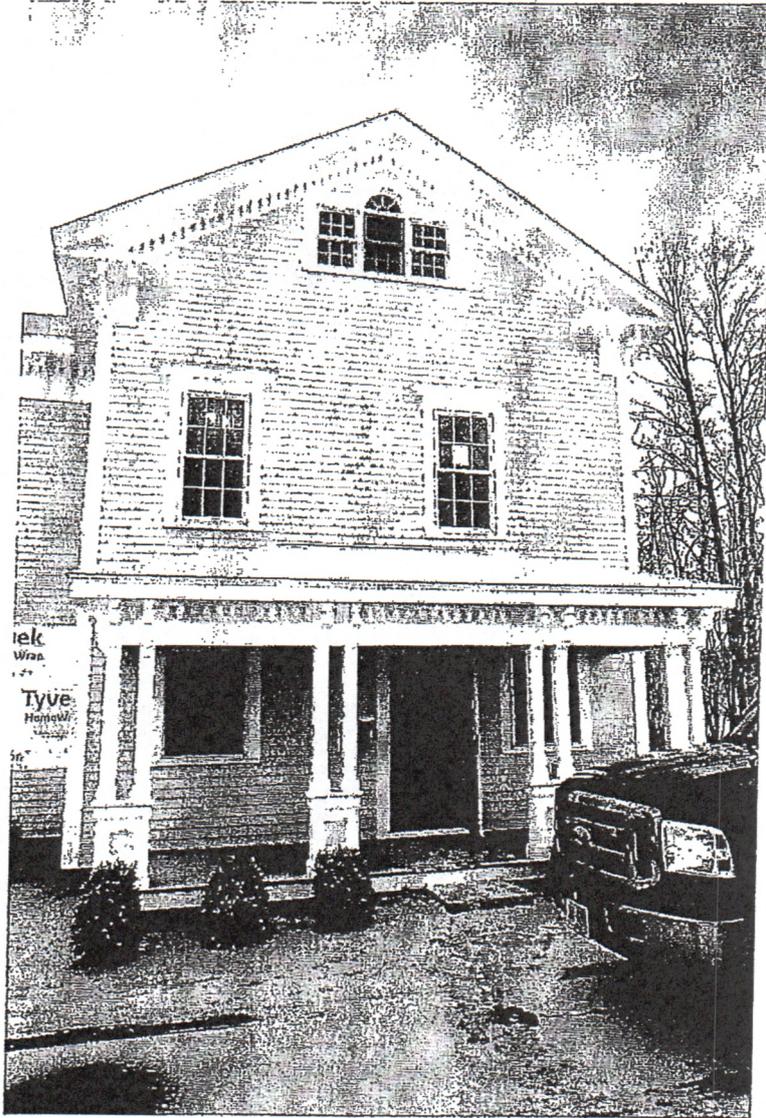


29_ View southeast showing northwest elevation



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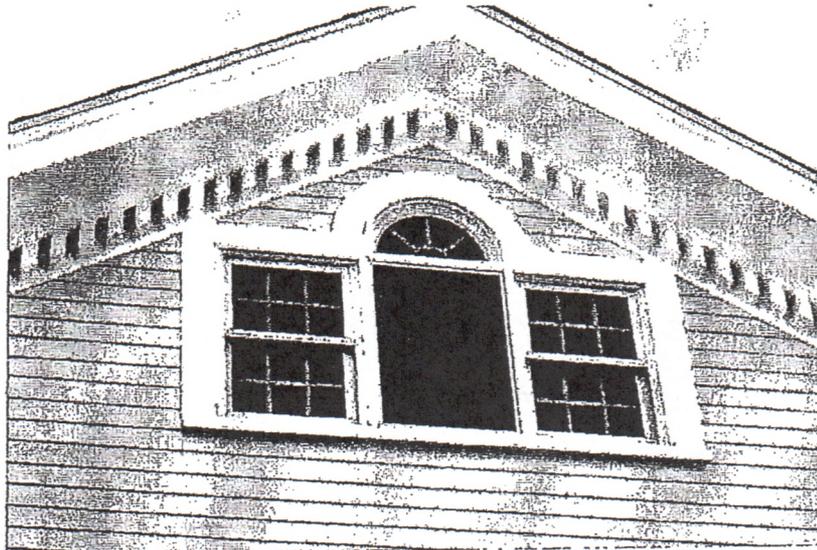
30_ View south showing northwest elevation - detail of northwest wing



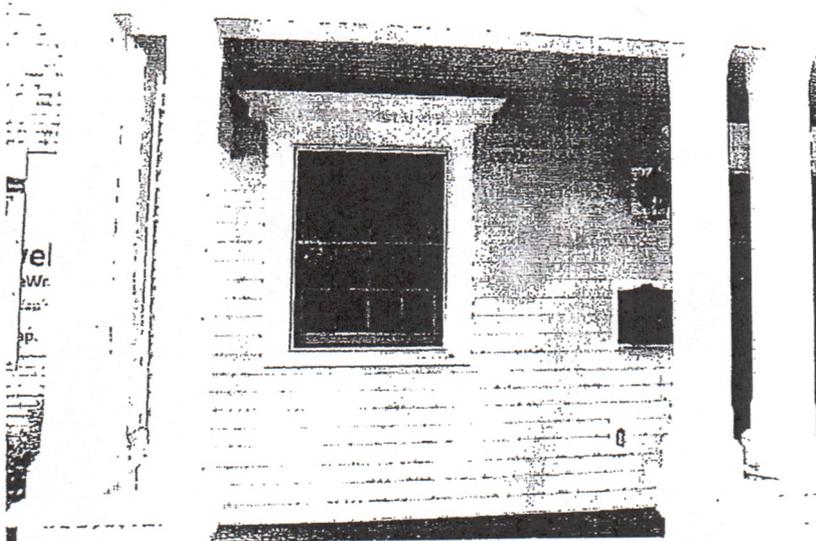
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31_ View southeast showing northwest elevation - detail of window in gable of northwest wing

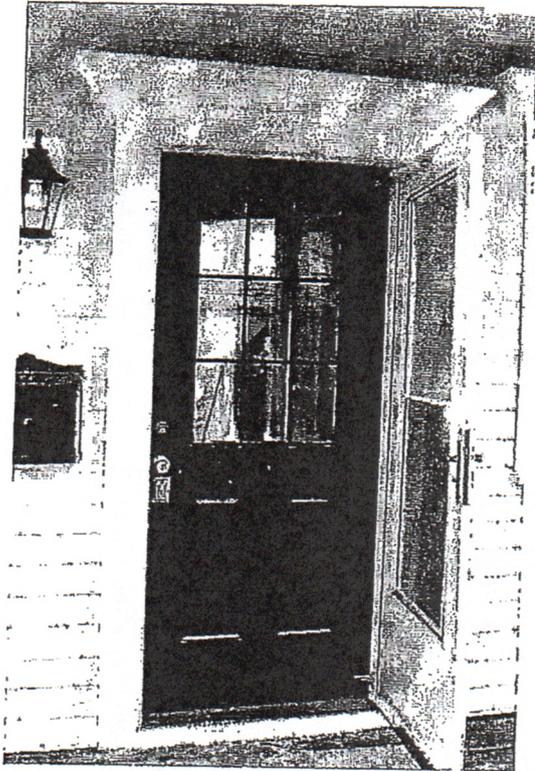


32_ View southeast showing northwest elevation - detail of window at first floor of northwest wing

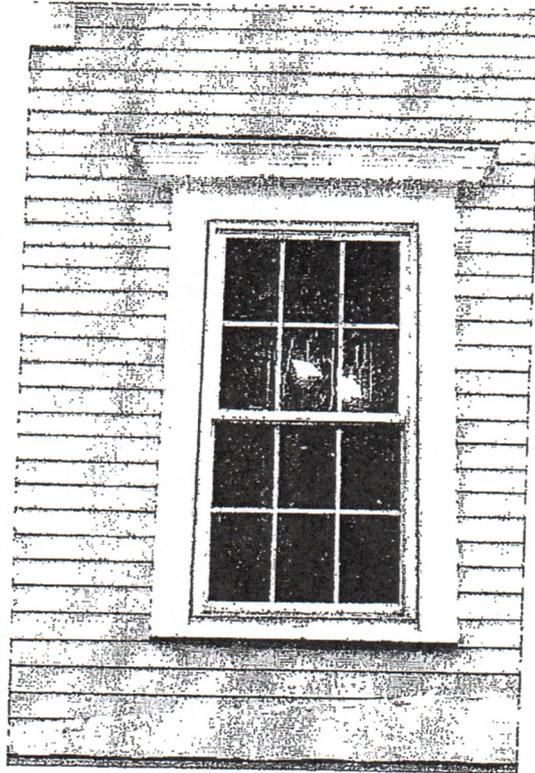


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33_ View southeast showing northwest elevation - detail of entry to northwest wing

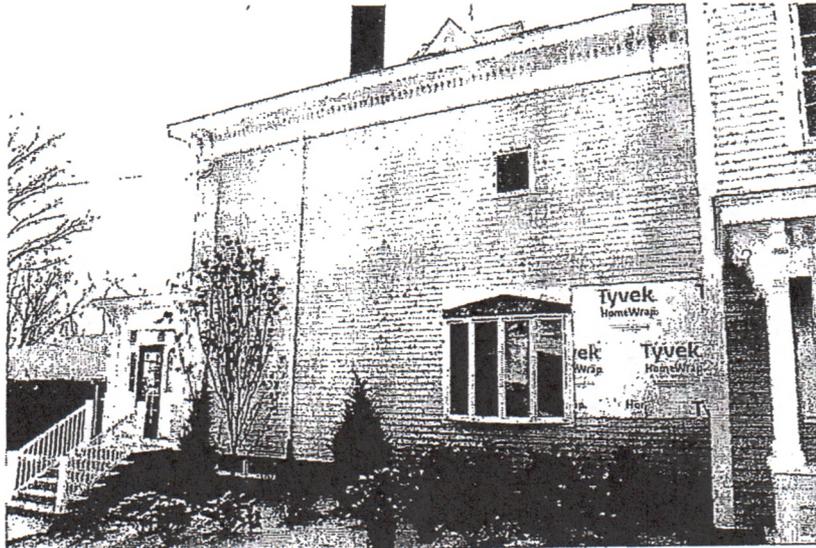


34_ View southeast showing northwest elevation - detail of window at second floor of northwest wing

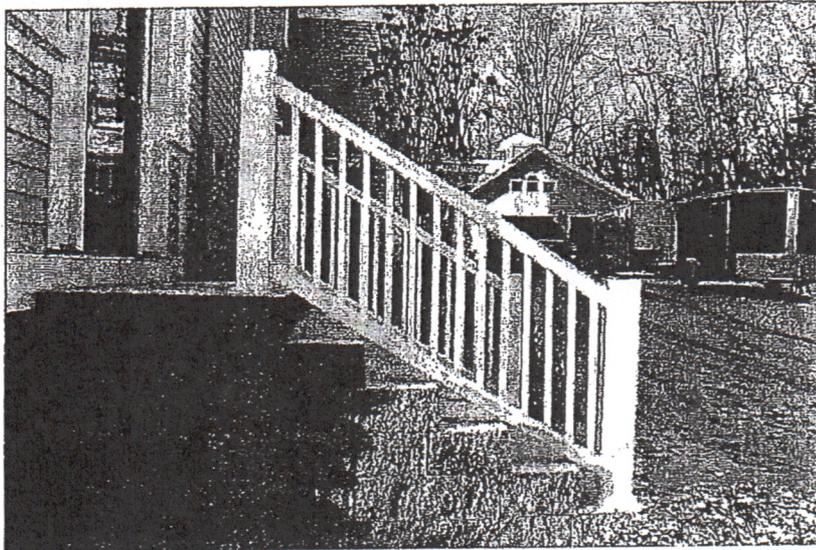


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35_ View east showing northwest elevation - detail of main block

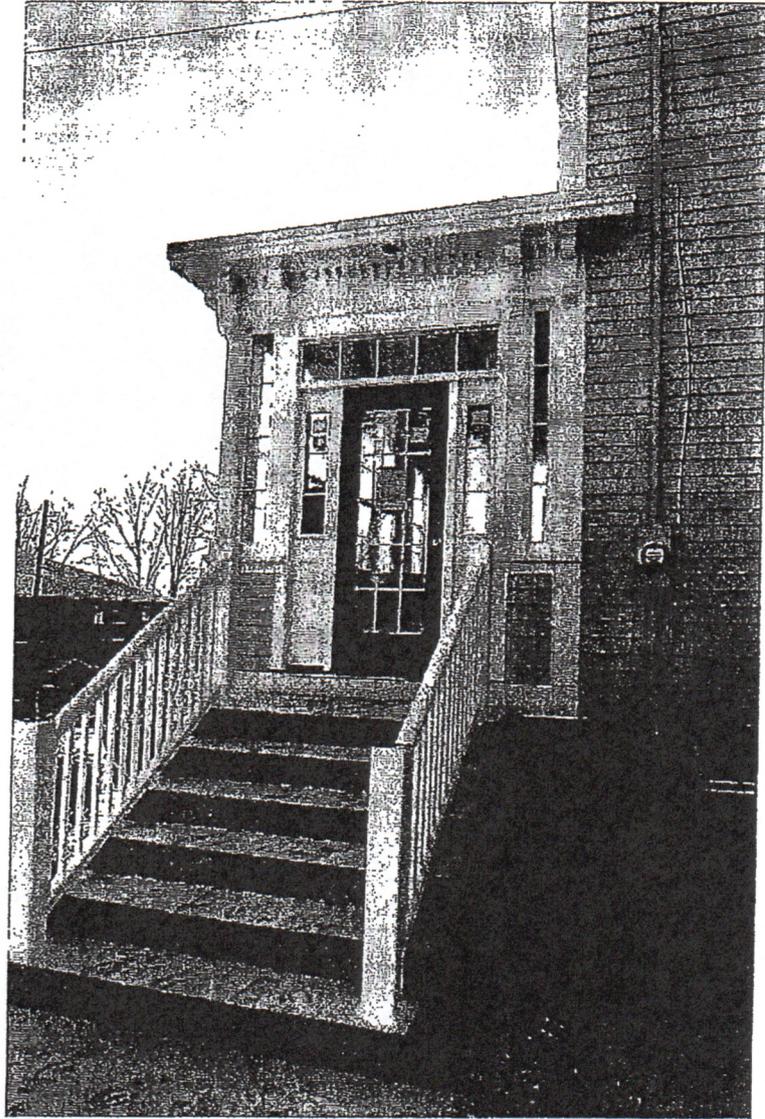


36_ View southwest showing entry stoop into enclosed porch off east end of northwest elevation



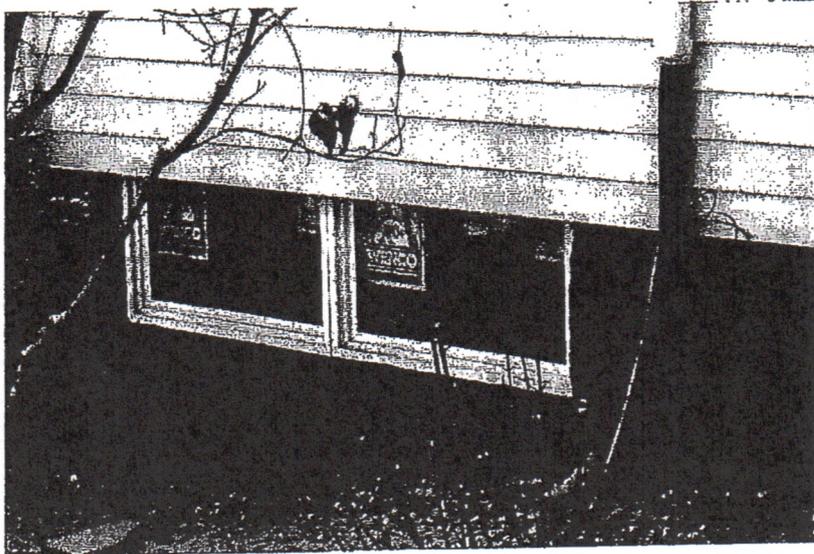
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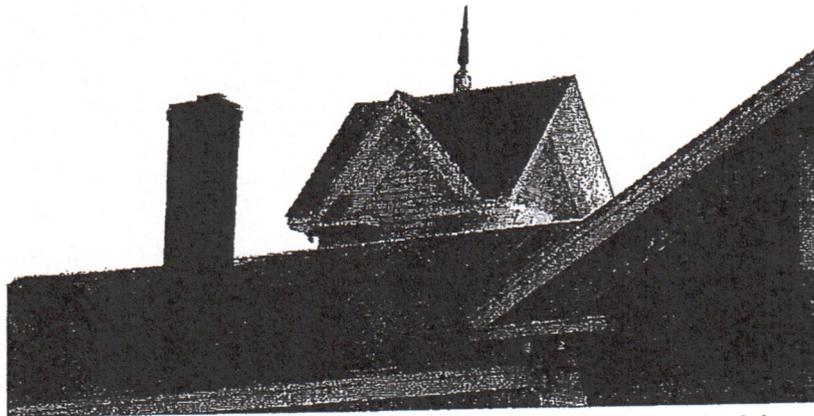


37_ View southeast showing northwest elevation - detail of entry to enclosed porch

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38_ View southeast showing northwest elevation - detail of foundation and basement window

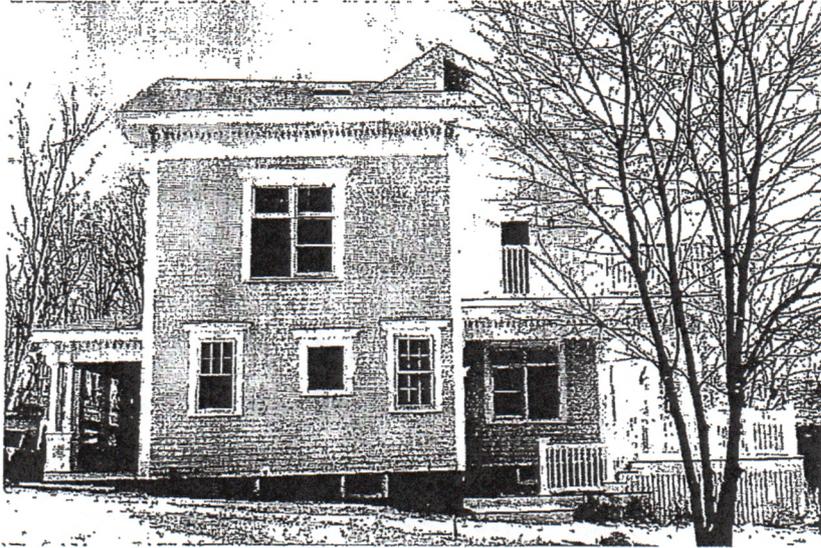


39_ View southeast showing roof over main block (with chimney and skylights) and roof of three-story tower beyond

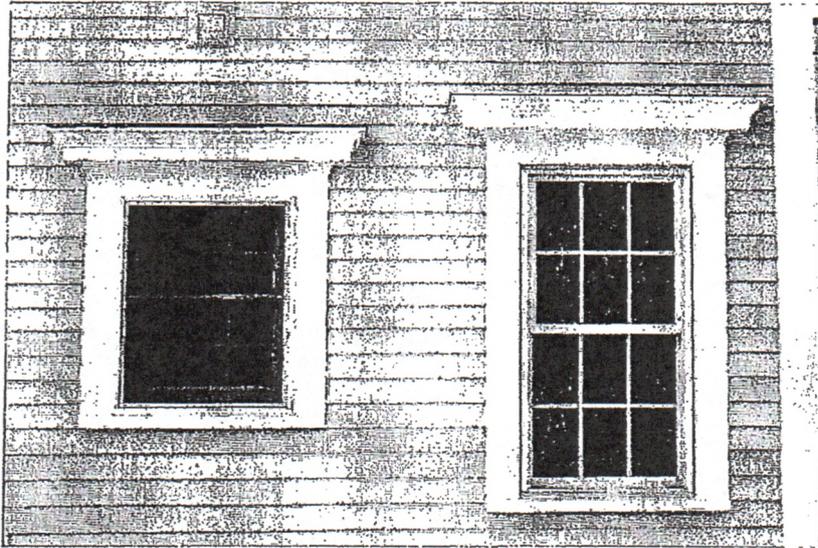


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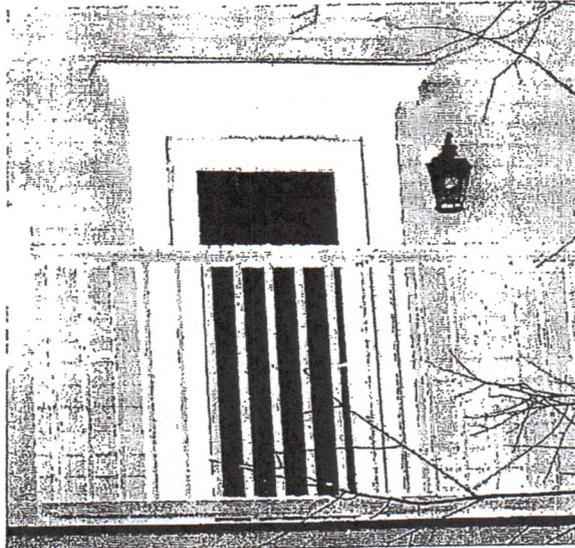


40_View northeast showing southwest elevation

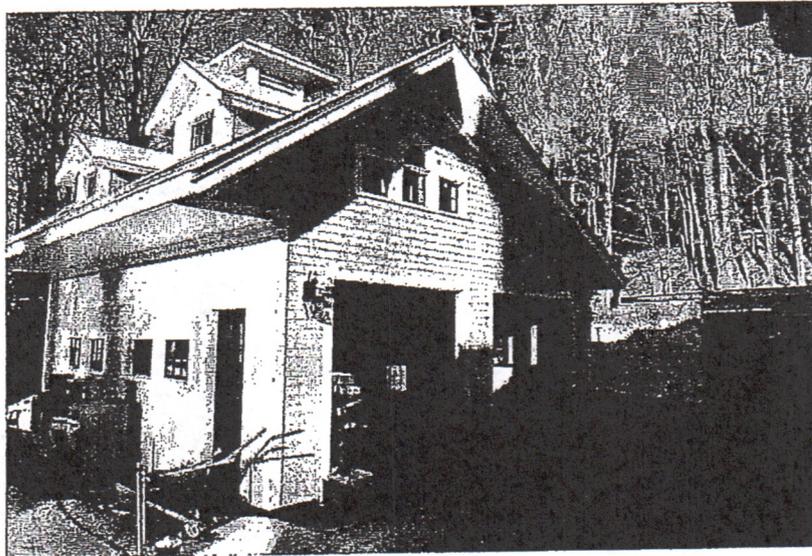


41_View northeast showing southwest elevation - detail of windows at first floor of northwest wing

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42_View northeast showing southwest elevation - detail of doorway at second floor of main block

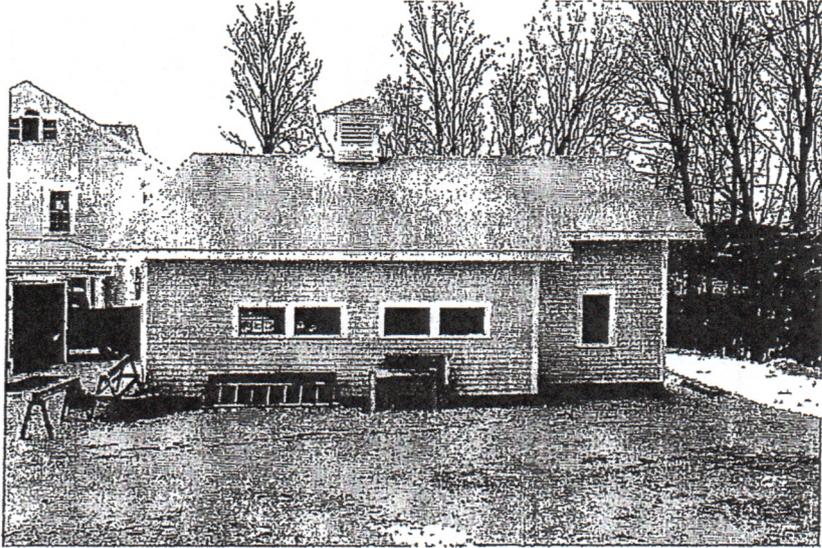


43_Garage - view northwest showing northeast (right) and southeast (left) elevations

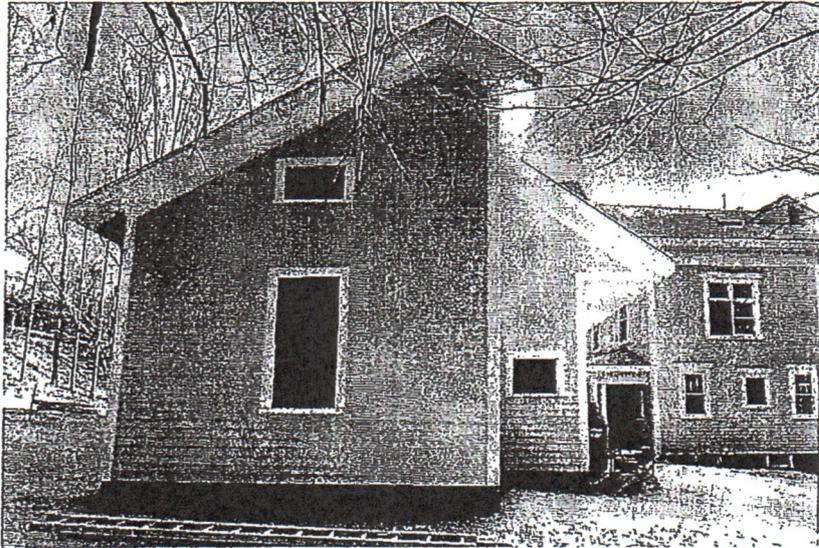


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44_Garage - view southeast showing northwest elevation

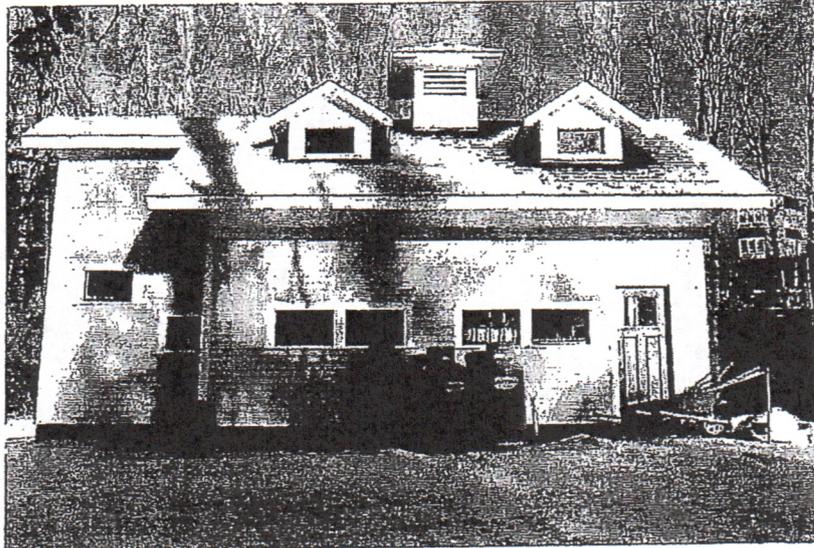


45_Garage - view northeast showing southwest elevation



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46_ Garage - view northwest showing southeast elevation



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EXHIBIT C

Architect's Drawings of the Building

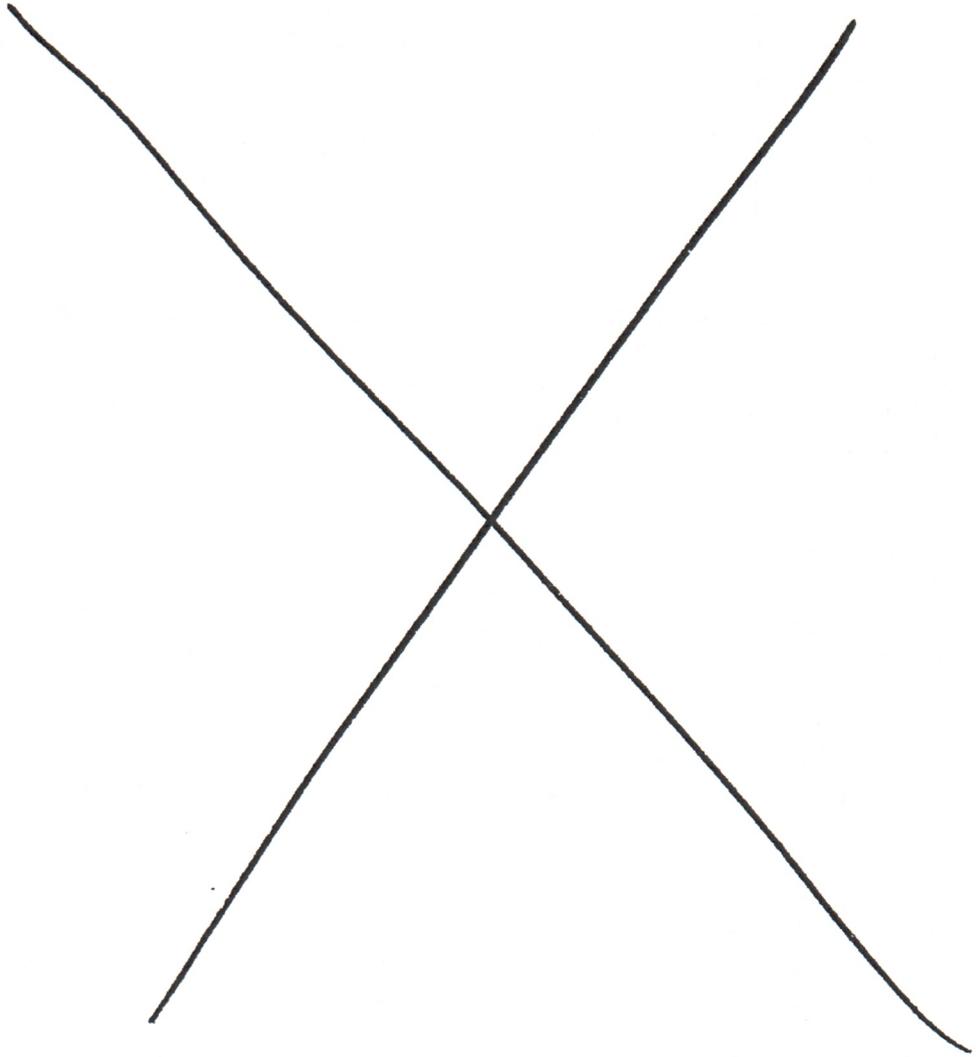


EXHIBIT D

Restriction Guidelines

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building. Under Paragraph 3, prior permission from the The Board is required for any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance does not require The Board review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT

Minor: Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major: Painting or fully stripping exterior decorative surfaces or distinctive stylistic features, including exterior murals, stenciling, ornamental woodwork, stone, and decorative or significant original 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 clapboard, 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 chimney 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.

LANDSCAPING/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, and ground disturbances affecting archaeological resources.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction, such changes must be reviewed by the The Board in order to assess their impact on the historic integrity of the Property, Building, and other structures.

It is the responsibility of the The Owner to notify The Board in writing when any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the Property, the Building, and other structures, not to preclude future change. The Commission will attempt to work with the The Owner to develop mutually satisfactory solutions which are in the best interests of the Property.