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CITY OF AMESBURY, MA

**CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-THREE**

SPONSORED BY: *Kassandra Gove* **BILL No. 2023-105**
Kassandra Gove, Mayor

An Order of the Amesbury City Council to approve and accept a Preservation Restriction Agreement on property located at 6 Center 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 and Special Permit for the property located at 6 Center Street, Amesbury on February 27, 2023 (said approval is recorded with the Essex South Registry of Deeds in Book 41786 Page 033.) The Planning Board required that a historic preservation restriction be prepared and recorded for the building and site, identified on the Assessors Database as Map 40, Lot 123 and described in a deed recorded with said Registry in Book 40908, Page 248. This historic structure was owned by W.G. Osgood and built around c. 1904. 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 6 Center Street, Amesbury and authorizes the Mayor to execute said agreement on behalf of the City.

PRESERVATION RESTRICTION AGREEMENT

between

ETHAN C. PETERSOHN and GREGORY S. SOUTHARD

and the

CITY OF AMESBURY, MASSACHUSETTS

BY AND THROUGH THE AMESBURY HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ___ day of _____ 2023 by and between Ethan C. Petersohn and Gregory S. Southard, owners of 6 Center Street, Amesbury, Massachusetts, 01913 (“**Grantor**”), and the CITY OF AMESBURY (“**Grantee**”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the AMESBURY HISTORICAL COMMISSION, located at 62 Friend Street, Amesbury, Massachusetts, 01913 (“**Commission**”),

WHEREAS, the Grantor is the owner of certain real property located 6 Center Street, Amesbury, Massachusetts, referred to as “**the Property**” and containing about 15,716 square feet, more or less, comprising the Property conveyed to the Grantor by a deed recorded in the Essex South District Registry of Deeds in Book 40908, Page 248, and more particularly described in Exhibit A incorporated herein by reference and attached hereto, said Property improved by a building thereon known as the W. G Osgood House and is referred to hereinafter as “**the Building**”, described as follows:

The house at 6 Center Street (constructed ca. 1900) is located near the northern edge of downtown Amesbury, in the Powwow Hill section of town. This densely developed neighborhood is dominated by modest homes built in the 19th and early 20th centuries. There are a combination of single and multi-family homes (primarily two-families) in the area. The property on which 6 Center Street stands is located on the north side of Center Street and includes .37 acres of land. The grade is generally level along Center Street and the surrounding roads, so that 6 Center Street sits on a flat lot. The house is set back from Center Street approximately 8 feet. Landscaping on the lot is limited to narrow stretches of grass bordering the main block of the house and a grassy lawn at the rear. There is a small paved parking area on the west side of the house and a gravel parking area on the east side. Modifications to the house footprint have been limited. The building was constructed as a Vernacular two-family house, with a 2 1/2 story gabled main block and a two-story ell across the rear that creates a T-shaped plan. The Sanborn Insurance Atlas of 1904 shows a one-story rectangular outbuilding at the rear of the house (no longer extant). The map also indicates a porch on either side of the main block; these porches remain today. By 1918 a small addition had been added at the center of the rear ell. By 1945 the detached shed had been removed and a small garage had been added in the northeast corner of the lot. The garage is no longer extant. The only major notable addition to the building is a single-story addition at the street facing (south) elevation from ca. 1950s/1960s.

The Building is further depicted and described in Exhibit D incorporated herein and attached hereto by reference; and

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction around 1899. The house at 6 Center Street is historically significant for its association with local carriage manufacturer George W. Osgood, whose carriage factory occupied most of the land on

either side of Center Street in the 19th century. George W. Osgood (1833-1914) began his carriage business in 1870 at 258 Main Street but by 1877 constructed a new facility on Center Street (then known as Centre Street and also Stark Street). By 1899 he had a number of buildings on both sides of the street (Figure 4). Among the buildings Osgood owned adjacent to the carriage factory were several rental properties, including the two-family house at 12-14 Center Street and the three single-family homes at 17, 19, and 21 Center Street (now Sanborn Terrace). Around 1900 the Osgood carriage factory closed down and the buildings were removed. Osgood retained the older rental houses and constructed the two-family house at 6-8 Center Street by 1904. Following Osgood's death in 1914 his real estate holdings passed to his widow, Mary A. Osgood (1835-1919). Shortly after Mary's death in 1919 the family sold the Center Street properties. Today, the houses that were erected by Osgood remain and are a significant part of the late 19th and early 20th century historic fabric of the neighborhood. The Building is important for its associations with the social and religious history of Amesbury, and to the public's enjoyment and appreciation of Amesbury's architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibit D, which Baseline Documentation the parties agree provides an-accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit D) shall consist of the following:

1. A set of thirty-three (33) exterior photographs of the Buildings taken in November of 2022;
 - a. Photos 1 - 2: Setting – view west along Center Street showing 6 Center Street and the neighboring buildings
 - b. Photo 3: Site- view east showing strip of land on the south side of the house
 - c. Photo 4: Site – view north showing side yard at west side of house
 - d. Photo 5: Site-view east showing rear yard-on north side of house
 - e. Photo 6: Site-view north showing side yard at east side of house
 - f. Photo 7: View northeast showing west elevation (left) and south elevation (right)
 - g. Photo 8: View northwest showing south elevation (left) and east elevation (right)
 - h. Photo 9: View northeast showing detail of main block – west elevation
 - i. Photo 10: View northeast showing detail of porch on west elevation of main block
 - j. Photo 11: View northeast showing west elevation of main block-detail of typical original window
 - k. Photo 12: View east showing west elevation of main block-detail of entry to 6 Center Street
 - l. Photo 13: View north showing south elevation of rear ell at west end-detail of added doorway
 - m. Photo 14: View southwest showing west elevation of main block-detail of brick foundation
 - n. Photo 15: View northwest showing detail of main block east elevation
 - o. Photo 16: View northwest showing east elevation -detail of dormers and chimneys on main block
 - p. Photo 17: View west showing east elevation of main block-detail of porch
 - q. Photo 18: View west showing east elevation of main block-detail of entry to 8 Center Street

- r. Photo 19: View northwest showing south elevation of main block
- s. Photo 20: View northeast showing addition to south elevation of main block
- t. Photo 21: View northeast showing south elevation of main block-detail of typical original basement window
- u. Photos 22: View southeast showing the rear ell-west elevation (center) and north elevation (left)
- v. Photo 23: View southeast showing west elevation of rear ell-detail of basement bulkhead
- w. Photo 24: View west showing east elevation of rear ell
- x. Photo 25: View northwest showing east elevation of rear ell-detail of basement window and bulkhead
- y. Photo 26: View southwest showing rear (north) elevation of rear ell
- z. Photo 27: View southeast showing rear (north) elevation of rear ell-detail of added stair at west end
- aa. Photo 28: View south showing rear (north) elevation of rear ell-detail at center after small addition removed
- bb. Photo 29: View southeast showing rear (north) elevation of rear ell-detail showing historic clapboards beneath synthetic siding
- cc. Photo 30: View southwest showing rear (north) elevation of rear ell-detail of added entry at second floor of #6
- dd. Photo 31: View southeast showing rear (north) elevation of rear ell-detail of typical original basement window
- ee. Photo 32: View south showing rear (north) elevation of rear ell-detail of added basement window near center
- ff. Photo 33: View northwest showing south elevation of rear ell at east end-detail of typical replacement window

2. Amesbury Assessors' Parcel Map with Building Footprint; and

WHEREAS, the Building is in need of preservation and restoration; and

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Amesbury and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40C, authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Commission.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Buildings will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to

prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance, and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit E and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.

3. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building, including the maintenance/preservation of the entire central chimney from the basement (within the structure) to its termination above the roofline, in the a good structural condition. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

4. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. 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;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantee; and
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly, other than landscaping elements less than 36 inches in height, not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit E), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
 - (i) are permitted by governmental statute or regulation;
 - (ii) do not substantially impair the preservation values of the Building and Property;
 - (iii) are not inconsistent with the Purpose of this Restriction; and
 - (iv) are listed in the Grantor's Proposed and Granted Changes and more particularly described in Exhibit F.

- b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 5;

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as

submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

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

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" 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 Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, 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.

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

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: Ethan C. Petersohn and Gregory S. Southard
497 Main Street
Amesbury, MA 01913

Grantee: City of Amesbury
c/o Amesbury Historical Commission
City Hall
62 Friend Street
Amesbury, MA 01913

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

14. 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 evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Buildings and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or 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.

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

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. 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", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns. 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.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or

other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and 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 the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

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

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Amesbury and the Amesbury Historical Commission and its being recorded with the Southern Essex County District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the City of Amesbury and the Amesbury Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

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

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

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.

- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private increment to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Amesbury and the Amesbury Historical Commission to determine that such a release is in the public interest.

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

29. Subordination of Prior Liens: Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Restriction.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this ____ day of _____, 2023.
By:

GRANTOR:

Ethan C. Petersohn

Gregory S. Southard

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Ethan C. Petersohn and Gregory S. Southard proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principals), to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

ACCEPTANCE BY THE AMESBURY HISTORICAL COMMISSION

Joseph Finn, duly authorized
Chair, Amesbury Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex ,ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Amesbury Historical Commission.

Notary Public
My Commission Expires:

ACCEPTANCE AND APPROVAL BY THE CITY OF AMESBURY

I, the undersigned City Clerk of the City of Amesbury, Massachusetts, hereby certify that at a meeting duly held on _____, 2023, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF AMESBURY

By its Clerk

Amanda Haggstrom

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Amesbury

CITY OF AMESBURY

Kassandra Gove, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Kassandra Gove, Mayor as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Mayor of the City of Amesbury.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____

Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared, _____, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description

The land in said Amesbury, Essex County Massachusetts together with the buildings thereon, being bounded and described as follows:

PARCEL 1

The land with the buildings thereon situated in Amesbury, Essex County, Massachusetts, containing about 48 rods, bounded and described as follows:

Beginning at the Southwesterly corner thereof on Center Street and an iron bound at land now or formerly of Coburn, thence running

NORTHERLY by said Coburn land, 55 feet to an iron bound; thence
WESTERLY 10 feet; thence
NORTHERLY by land now or formerly of Watkins, 57 feet; thence
EASTERLY by land of said Watkins, 23 feet; thence
SOUTHERLY 7 feet; thence
EASTERLY by land now or formerly of Osgood's devisees, 118 feet to land now or formerly of Patrick J. Curran; thence
SOUTHERLY by land now or formerly of Curran, 106 feet; thence
WESTERLY by said Center Street, 118 feet to the point of beginning.

PARCEL 2

The land in said Amesbury on Center Street, bounded and described as follows:

Beginning at the Southwesterly corner thereof on Center Street and land now or formerly of Larochelle; thence running

NORTHERLY by land of Larochelle, 55 feet to land now or formerly of Marceau; thence
EASTERLY by land now or formerly of Marceau, 10 feet; thence
SOUTHERLY by land now or formerly of Marceau, 55 feet to Center Street; thence
WESTERLY by Center Street to the point of beginning, 10 feet.

EXHIBIT C
ASSESSOR'S MAP

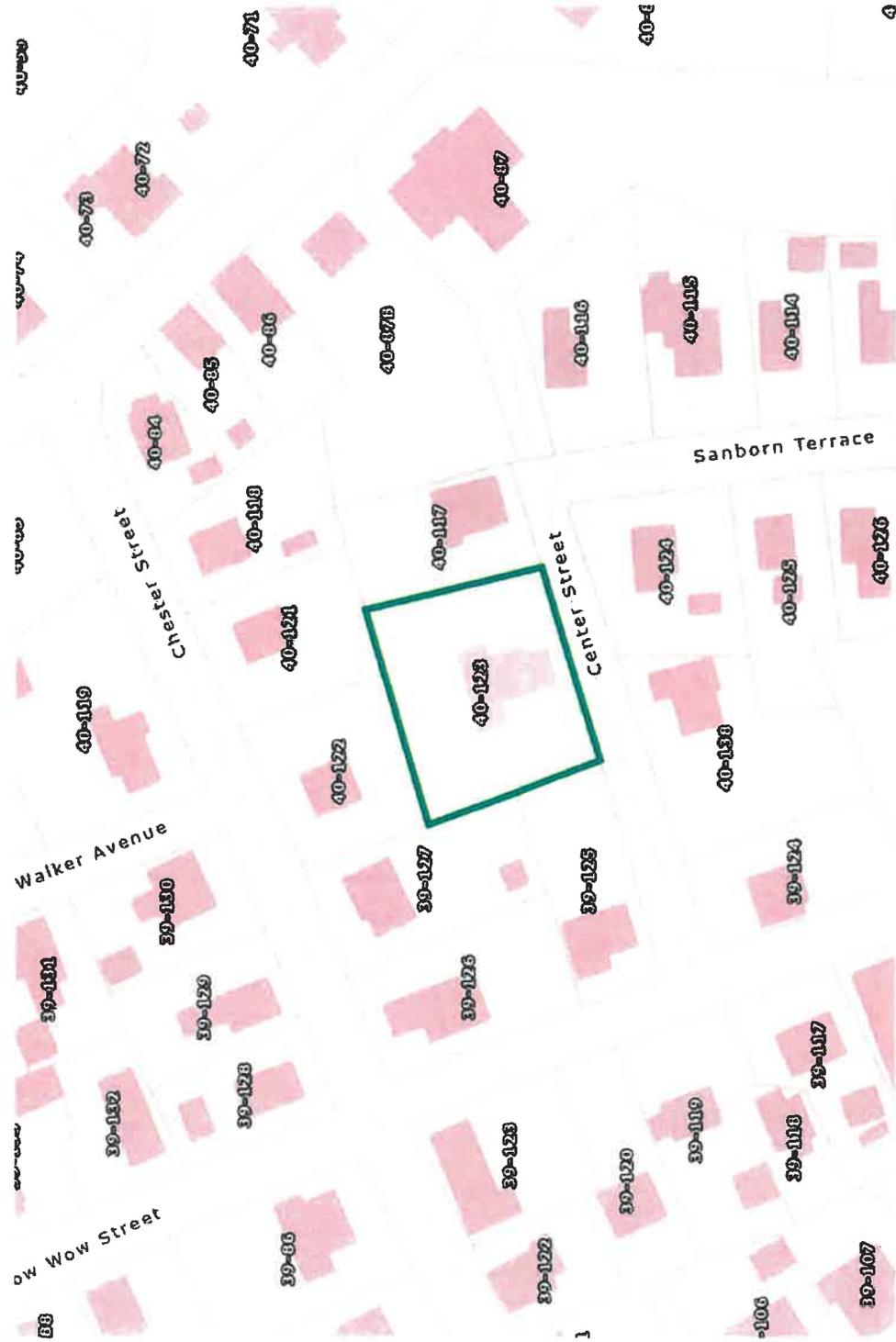


EXHIBIT D

BASELINE DOCUMENTATION

FORM B – BUILDING

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

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

40/123	Newburyport West	AME.J	
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Town/City: Amesbury

Place: (*neighborhood or village*):
Powwow and Whittier Hills

Address: 6-8 Center Street

Historic Name:

Uses: Present: vacant

Original: two-family house

Date of Construction: ca. 1900

Source: map research

Style/Form: Vernacular Two-Family

Architect/Builder: Unknown

Exterior Material:

Foundation: Brick

Wall/Trim: Clapboards (covered by synthetic siding)

Roof: Asphalt

Outbuildings/Secondary Structures:

Major Alterations (*with dates*):

Condition: Good

Moved: no yes Date:

Acreage: .37 acres

Setting: In dense residential neighborhood of historic homes from 19th and early 20th centuries

Photograph



Locus Map



Recorded by: Christine Beard

Organization: Essex Preservation Consulting

Date (month / year): November 2022

INVENTORY FORM CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

AMESBURY

Area(s) Form No.

AME **Architectural Description**

The house at 6 Center Street (constructed ca. 1900) is located near the northern edge of downtown Amesbury, in the Powwow Hill section of town. This densely developed neighborhood is dominated by modest homes built in the 19th and early 20th centuries (Photos 1 and 2). There are a combination of single and multi-family homes (primarily two-families) in the area. The property on which 6 Center Street stands is located on the north side of Center Street and includes .37 acres of land. The grade is generally level along Center Street and the surrounding roads, so that 6 Center Street sits on a flat lot. The house is set back from Center Street approximately 8 feet (Photo 8). Landscaping on the lot is limited to narrow stretches of grass bordering the main block of the house and a grassy lawn at the rear (Photos 3, 5, 7, and 8). There is a small paved parking area on the west side of the house (Photo 4) and a gravel parking area on the east side (Photo 6). Modifications to the house footprint have been limited. The building was constructed as a Vernacular two-family house, with a 2 1/2 story gabled main block and a two-story ell across the rear that creates a T-shaped plan. The Sanborn Insurance Atlas of 1904 shows a one-story rectangular outbuilding at the rear of the house (no longer extant - Figure 1). The map also indicates a porch on either side of the main block; these porches remain today. By 1918 a small addition had been added at the center of the rear ell (Figure 2). By 1945 the detached shed had been removed and a small garage had been added in the northeast corner of the lot (Figure 3). The garage is no longer extant. The only major notable addition to the building is a single-story addition at the street facing (south) elevation from ca. 1950s/1960s (Photo 20).

General Conditions

According to map and deed research, the two-family house at 6 Center Street was constructed between 1899 and 1904. The building has a T-shaped footprint, with a rectangular main block (25' by 37') and rectangular rear ell (16' by 51'). The porches flanking the main block measure 5' by 22' each, while the mid-20th century addition off the south elevation measures 7' by 15'. The main block rises two and one-half stories (Photo 7), while the rear ell is two stories tall. Both sections of the building have a brick foundation (Photo 14) and are currently finished with synthetic siding, which covers the historic wood clapboards (Photo 29). The main block is enclosed by a gable roof that has shallow eaves and is finished with asphalt shingles. The roof of the main block rises above the flat composite roof of the rear ell (Photo 26). Two simple brick chimneys project from the roof ridge of the main block (Photo 16). Two gabled dormers were added (date unknown) to the east slope of the main block roof (Photo 16). Although the original trim for the building is currently obscured by synthetic siding, it is expected that the building had simple flat wood trim (narrow corner boards, box cornice with narrow fascia, and simple window and door surrounds), that was typical of this type of Vernacular residence. It is likely that at least some of this trim remains beneath the modern siding. Many of the window openings retain the original wood double-hung two-over-two windows (Photo 11). Others hold modern one-over-one double hung replacement windows (Photo 33). Original basement windows hold three-pane wood windows and have wood frames and sills (Photo 21); some of these basement windows are now covered by added screen panels. The two original paneled wood entry doors with stained glass remain and at the principal entries to both #6 and #8 Center Street, although the entry to #8 has been modified, as discussed below (Photos 12 and 18).

Principal Facades (East and West)

The house was originally laid out with two mirror-image sides. The principal elevation for #6 Center Street faces west, while #8 faces east (Photos 9 and 15). Both elevations have five window bays and a central entry. The west elevation (#6) has had less alteration than the east. Historic windows remain at the first floor and the main entry remains in its original location. The original porch remains, along with what appears to be the original

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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balustrades and posts (Photo 10); screen panels were added. The porch features square posts and a pedimented gable over the wood entry stoop, which has wood replacement railings. An added entry with a modern door at the north end of the porch leads directly into the rear ell (Photo 13). The original porch also remains at the east elevation (#8), however, the entry was modified. It appears that an entry enclosure was added, reusing the original entry door in the new opening (Photo 17). The porch remains open (not screened in) and retains what appears to be a portion of the original wood balustrade along the south side of the porch (visible in Photo 15). The rest of the railings along the porch and stoop were replaced. Modern lattice was installed at the base of both the east and west porches. Most of the windows on the east elevation retain the original wood windows.

South Elevation

The street-facing (south) elevation was originally symmetrical, with two windows at the first floor, two at the second floor, and a single window within the gable (Photo 19). The easternmost window at the first floor was converted to a doorway for access to a one-story addition. Two of the other windows retain the historic wood 2/2 sashes. The addition has a concrete block foundation and banded double-hung windows holding 6/1 wood sashes (Photo 20). The addition has synthetic siding, matching that of the main block and rear ell, and is enclosed by a hip roof finishes with asphalt shingles. There are two basement windows (one now covered by the addition) set into the brick foundation (Photo 21).

Rear Ell

The rear ell is a utilitarian structure that likely had simple wood trim (narrow corner boards and flat window and door casings), similar to other houses of this era in the neighborhood. It is likely that some of the historic trim remains beneath the modern synthetic siding. Some of the original wood clapboards have been found at the rear (north) elevation of the ell (Photo 29). On either side of the main block, the ell has two south-facing windows (Photos 9 and 15). The narrow side walls (east and west) of the ell also have two windows each, as well as a wood bulkhead for access to the basement (Photos 22-25). There is a single basement window alongside each bulkhead (Photo 25). Fenestration at the rear elevation of the ell has been modified over the years and today is an asymmetrical collection of doors and windows of varying sizes (Photo 26); most windows hold modern one-over-one replacement sashes. There is clear evidence of the small central addition, which was removed (Photo 28). There are a total of four basement windows at the north elevation, two of which (centermost) are larger added windows with six-pane sashes (Photo 32). Two modern wood fire escapes lead to doorways in the end bays at the second floor (Photo 27). The entries hold fairly recent replacement doors (Photo 30).

Historical Information

The house at 6 Center Street is historically significant for its association with local carriage manufacturer George W. Osgood, whose carriage factory occupied most of the land on either side of Center Street in the 19th century. George W. Osgood (1833-1914) began his carriage business in 1870 at 258 Main Street but by 1877 constructed a new facility on Center Street (then known as Centre Street and also Stark Street). By 1899 he had a number of buildings on both sides of the street (Figure 4). Among the buildings Osgood owned adjacent to the carriage factory were several rental properties, including the two-family house at 12-14 Center Street and the three single-family homes at 17, 19, and 21 Center Street (now Sanborn Terrace). Around 1900 the Osgood carriage factory closed down and the buildings were removed. Osgood retained the older rental houses and constructed the two-family house at 6-8 Center Street by 1904. Following Osgood's death in 1914 his real estate holdings passed to his widow, Mary A. Osgood (1835-1919). Shortly after Mary's death in 1919 the family sold the Center Street properties. Today, the houses that were erected by Osgood remain and are a significant part of the late 19th and early 20th century historic fabric of the neighborhood.

Page 2

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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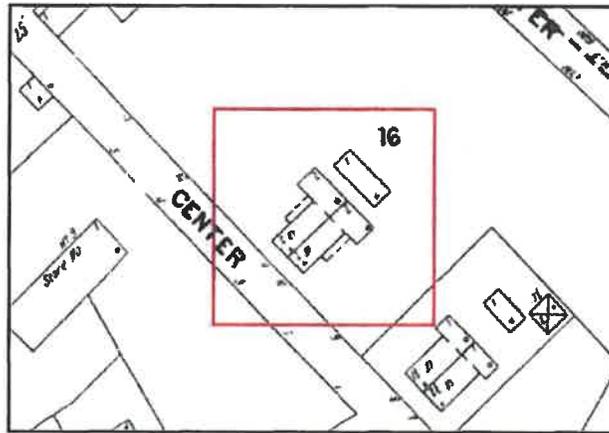


Figure 1 - Sanborn Insurance Atlas - 1914

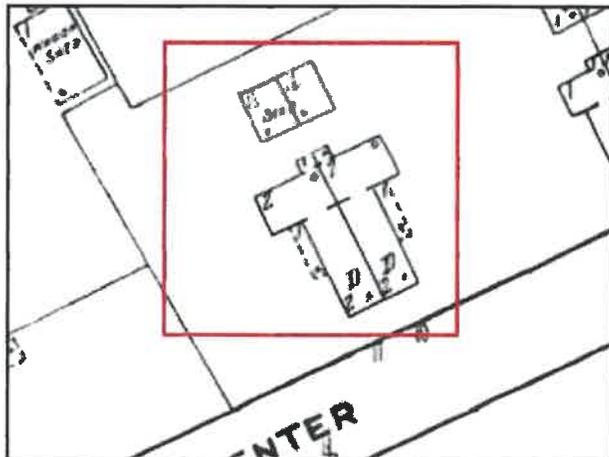


Figure 2 - Sanborn Insurance Atlas - 1918

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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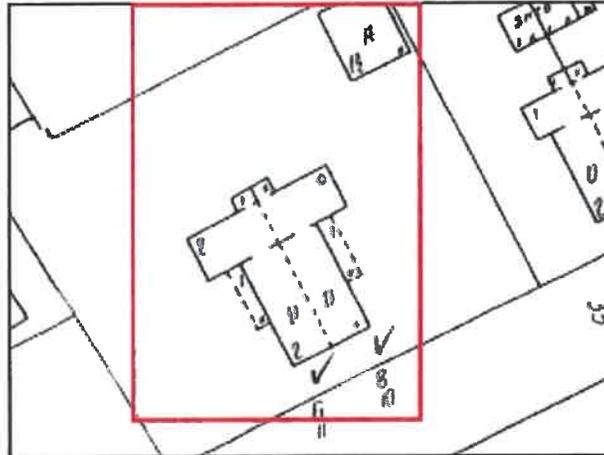


Figure 3 - Sanborn Insurance Atlas - 1945

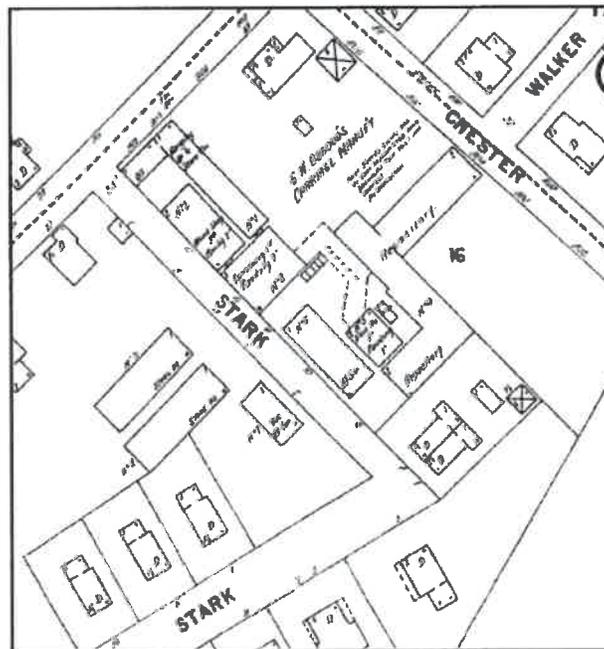


Figure 4 - Sanborn Insurance Atlas - 1899



1_ Setting - view west along Center Street showing 6 Center Street (right) and neighboring buildings



2_ Setting - view west along Center Street showing 6 Center Street (left foreground) and neighboring buildings



6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2022



3_ Site - view east showing strip of land on south side (Center Street side) of house



4_ Site - view north showing side yard at west side of house

 <p>VESSEX Preservation Consulting</p>	<p>6 CENTER STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</p>
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5_ Site - view east showing rear yard - on north side of house



6_ Site - view north showing side yard at east side of house



6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2022



9_ View northeast showing detail of main block - west elevation



10_ View northeast showing detail of porch on west elevation of main block



6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2022



11_ View northeast showing west elevation of main block - detail of typical original window



12_ View east showing west elevation of main block - detail of entry to 6 Center Street

 VESSEX Preservation Consulting	6 CENTER STREET AMESBURY, MASSACHUSETTS	CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022
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13_ View north showing south elevation of rear ell at west end - detail of added doorway



14_ View southwest showing west elevation of main block - detail of brick foundation

	<p>6 CENTER STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</p>
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15_ View northwest showing detail of main block east elevation



16_ View northwest showing east elevation - detail of dormers and chimneys on main block



6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2022



17_ View west showing east elevation of main block- detail of porch

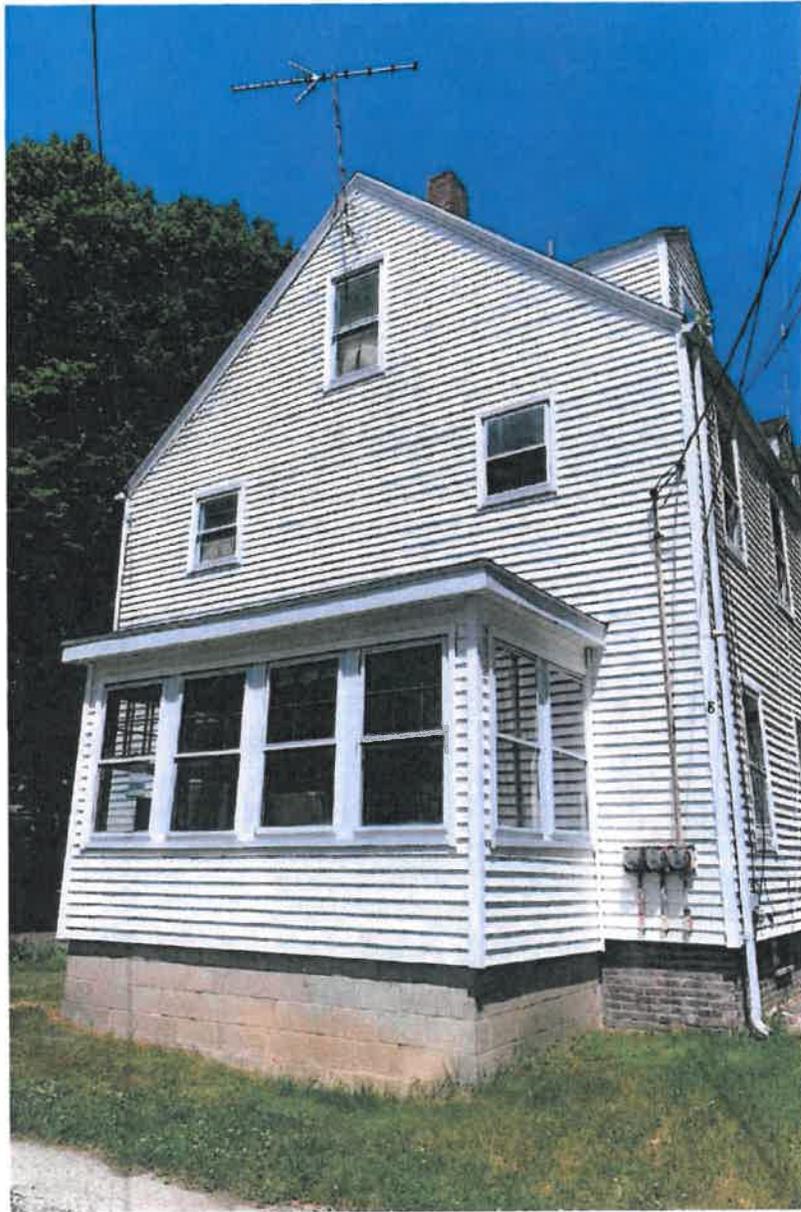


18_ View west showing east elevation of main block - detail of entry to 8 Center Street



6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2022



19_ View northwest showing south elevation of main block



ESSEX
Preservation Consulting

6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2022



20_ View northeast showing addition to south elevation of main block



21_ View northeast showing south elevation of main block - detail of typical original basement window



6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2022



22_ View southeast showing rear ell - west elevation (center) and north elevation (left)



23_ View southeast showing west elevation of rear ell - detail of basement bulkhead



6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2022



24_ View west showing east elevation of rear ell



25_ View northwest showing east elevation of rear ell - detail of basement window and bulkhead



6 CENTER STREET
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS
SEPTEMBER/NOVEMBER 2021



26_ View southwest showing rear (north) elevation of rear ell



27_ View southeast showing rear (north) elevation of rear ell - detail of added stair at west end

	<p>6 CENTER STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</p>
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28_ View south showing rear (north) elevation of rear ell - detail at center after small addition removed



29_ View southeast showing rear (north) elevation of rear ell - detail showing historic clapboards beneath synthetic siding

	<p>6 CENTER STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</p>
--	--	--



30_ View southwest showing rear (north) elevation of rear ell - detail of added entry at second floor of #6



31_ View southeast showing rear (north) elevation of rear ell - detail of typical original basement window

	<p>6 CENTER STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</p>
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32_ View south showing rear (north) elevation of rear ell - detail of added basement window near center



33_ View northwest showing south elevation of rear ell at east end - detail of typical replacement window

	<p>6 CENTER STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</p>
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RESTRICTION GUIDELINES
ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT

The purpose of the Restriction Guidelines is to clarify paragraph 5 of the terms of the Preservation Restriction, which deals with alterations to the Premises, including the Building. Under this paragraph, permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

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

PAINT

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

Major – Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental, decorative or significant woodwork.

WINDOWS AND DOORS

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

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

EXTERIOR

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

Major – Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing, existing and original corner trim, roof edge trim, the new replicated window trim, entry roof pediments and the original restored front and side doors; 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.

Changes classified as major alterations are not necessarily unacceptable. In fact, approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Building assessed.

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

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions that are in the best interests of the Premises.

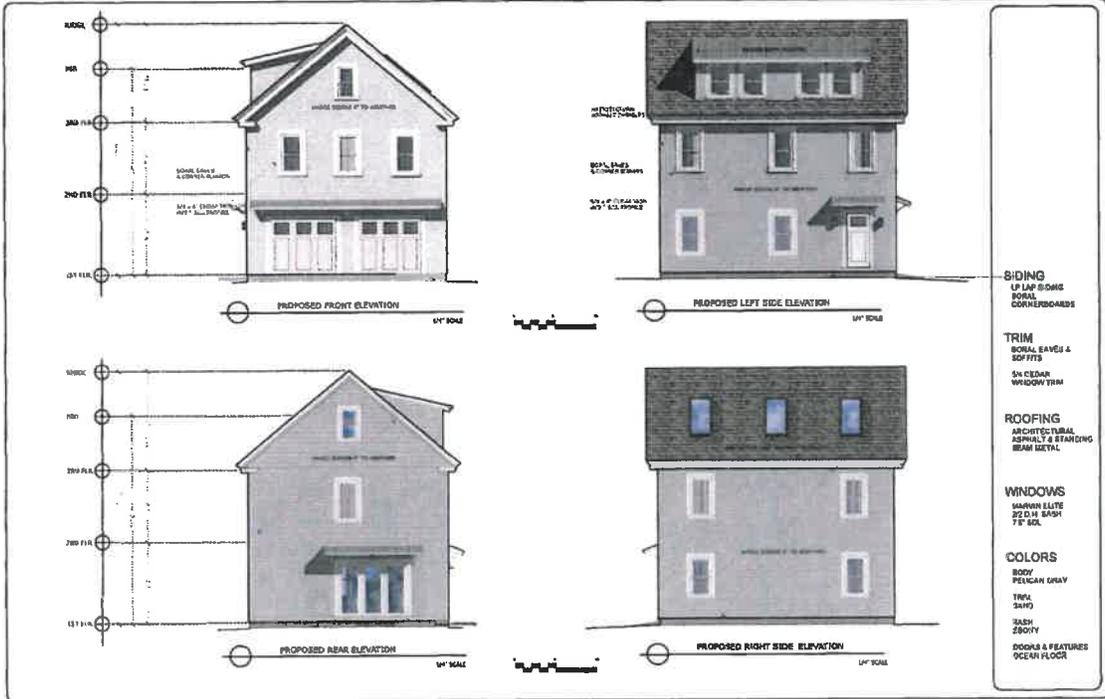
EXHIBIT F

See attached Landscape Plan and Elevation Plan



REVISED ELEVATIONS (OSGOOD HOUSE) 1/11/23

3 OF 3



REVISED ELEVATIONS (CARRIAGE HOUSE) 1/11/23

2 OF 3



RECEIVED
CITY CLERK

Certified True Copy

I hereby certify that this is a true and exact copy of the original document dated this 26 day of July, 2023

2023 APR 10 AM 11:36
CITY OF AMESBURY, MA

[Handwritten Signature]

PLANNING BOARD DECISION

Property Ownership: **Gregory Southard and Ethan Petersohn
6 Center Street, Amesbury MA 01913**

Applicant: **Gregory Southard and Ethan Petersohn
6 Center Street, Amesbury MA 01913**

Application Type: **SITE PLAN REVIEW & SPECIAL PERMIT –
Historic Preservation**

Project: **Redevelopment proposal to add one (1) unit in one new structure.**

Location: **6 Center Street, Amesbury, MA 01913**

Date: **February 27th, 2023**

A. GENERAL

On or about 11/22/2022, the Amesbury Planning Board (the “Board”) received applications for Site Plan Review and Special Permit under Section XI.J2 at 6 Center Street in Amesbury MA (“Project”). The application was submitted along with a Site Plan (the “Plan”) drawn on 8/23/22 by Waypoint Surveying Services and last revised on 1/19/2023 and submitted along with supporting documents by Nicholas Cracknell on behalf of Gregory Southard and Ethan Petersohn (the “Applicant).

The initial public hearing was held on 1/9/2023 and continued to subsequent meetings. The public hearing was closed and a decision was rendered on 2/27/2023. This is the Final Action of the Board (“Decision”) on the Special Permit and Site Plan applications.



City of Amesbury
PLANNING BOARD
CERTIFICATE OF NO APPEAL

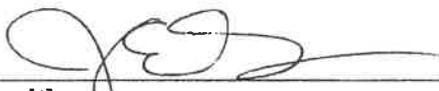
City Clerk's Office
62 Friend Street, Amesbury, MA 01913
978-388-8100
Clerk@amesburyma.gov

Applicant: Gregory Southard and Ethan Petersohn
6 Center Street
Amesbury, MA 01913

Property: 6 Center Street
Amesbury, MA 01913

I, Jennifer E. Smith, the Acting City Clerk of the City of Amesbury, Massachusetts hereby certify that the **Site Plan Review & Special Permit, as amended**, decision of the **Amesbury Planning Board** for the property located **6 Center Street** has been received and recorded at this office on, April 10, 2023, and that no appeal was received and recorded at this office, and no appeal was received during the twenty (20) days next after such receipt and recording of said notice.

Date: Sept. 21, 2023

Attest: 
Jennifer E. Smith
Acting City Clerk of Amesbury

Certified True Copy

I hereby certify that this is a true and exact copy of the original document dated this 21 day of Sept, 2023


Act. City Clerk

Package Summary Recording Report

Report generated: Fri, 29 Sep 2023 01:02 PM EDT

Package: 6 Center St - Southard/Petersohn - 181FC506-31AF-E3C8-52E5-DF2DBCA3004A
Status: Recorded

Submitter: Gilmore & Gilmore, LLC (MATRAL)
Recipient: Essex South County, MA
Municipality: AMESBURY

Documents

Document Name	Document Type	# of Pages	Status	Recording Number	Recording Date	Fees
Decision - 6 Center	DECISION	30	Recorded	E 306 B-41786 P 033	Fri 09/29/2023 12:55 PM EDT	105.00

Fees

Fee Type	Payment Account Name	Fee Amount
Recording Fees	NSB Recording Account (ACH *****4586)	105.00
Submission Fees	NSB Recording Account (ACH *****4586)	4.75
Total Fees:		109.75

Questions Contact:

Simplifile Support 800.460.5657, option 3
5072 North 300 West
Provo, UT 84604



SO.ESSEX #306 Bk:41786 Pg:033
09/29/2023 12:55 PM DCSN Pg 1/30
eRecorded

City of Amesbury
PLANNING BOARD
CERTIFICATE OF NO APPEAL

City Clerk's Office
62 Friend Street, Amesbury, MA 01913
978-388-8100
Clerk@amesburyma.gov

Applicant: Gregory Southard and Ethan Petersohn
6 Center Street
Amesbury, MA 01913

Property: 6 Center Street
Amesbury, MA 01913

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Date: Sept. 21, 2023

Attest: 
Jennifer E. Smith
Acting City Clerk of Amesbury

Certified True Copy
I hereby certify that this is a true and exact copy of the original document dated this 21st day of Sept, 2023

Act. City Clerk

B. FINDINGS:

1. **Subject Property:** The Property is located at 6 Center Street and is identified on the Assessors Database as Map 40, Lot 123. The parcel is zoned residential (R-8). The subject property consists of a total area of approximately 15,716 sf. The parcel has frontage along Center Street;
2. **Existing Conditions:** The Property currently has a three-unit residential structure. 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 project application includes a detailed project narrative on the proposed site improvements, building improvements and details regarding the new structure. The applicant seeks to restore the exterior of the existing historic structure. The historic structure was owned by W. G. Osgood and built around c. 1904. A new detached carriage house is also proposed with one (1) residential unit in it for a total of four (4) units on the property. Other significant improvements to the site include landscaping, textured walkways, and fencing as well as off-site sidewalk and landscaping improvements within the public right of way(See Exhibit #2);
4. **Site Layout, Grading and Building Location:** The general layout of the site does not change significantly. The new residential structure, the Carriage House, has been laid out to complement the existing structure. The architectural design of the new structure has also been reviewed by the Board (See Exhibit #3) and Design Review Committee. Some of the changes to the initial building design 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 to address abutter concerns (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 structure is 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 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 unreasonable intensification of the existing uses on the subject property, 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 Ordinance (the "Ordinance").

C. WAIVERS

The Applicant requested waivers sought from the specific provisions of the Zoning Ordinance. 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:

TABLE 1:

Section(s) of Zoning Ordinance	Requested Waiver	Decision of the Board
Section XI.J.2.2.B.i (Lot Area) and	To allow 15,716 sf instead of 16,000 sf. The lot exists and further meets the required area by 98%	Granted to the extent necessary to construct the plan as approved, provided, 1) Building improvements are made as per approved building design and landscape plan including landscaping and vegetative buffers to be completed as per approved plans as approved by the Board; 2) Provided a Historic Preservation Restriction is recorded on the existing residential structure
Section XI.J.2.2.B.vi (Setback)	To waive side yard setback from 15 feet to 10 feet	Granted to the extent necessary to construct the plan as approved, provided, 1) the new structure is built as per approved architectural design; and 2) The privacy fences are installed along the side yard and the rear yard as per approved plans. Further mature evergreen vegetation shall be planted as shown on the approved site plan

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) the Amesbury Zoning Ordinance 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 for property located at 6 Center 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 the addition of a new residential structure with one residential unit in it at this location. The existing residential structure has three (3) residential units and no additional residential units in the existing structure are approved by this Decision. 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 site 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) 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.J2. 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 structure;

3. **Site and Building Design Guidelines** – The new residential structure shall conform to the building design as per attached Exhibits and as approved by Design Review Committee (DRC);
4. **Historic marker:** A historic plaque shall be installed on the building as per approval by the Amesbury Historical Commission;
5. **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;
6. **Performance Bond:** The Applicant shall be required to post a surety in the amount of Two Thousand Five Hundred only (\$2,500.00) with the Board to ensure that site improvements are installed and completed as shown on the Final 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;

7. **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 improvements to the existing building and the new residential structure, submission of an "As-Built Plan" to the Board along with a written confirmation from a Registered Architect that the building improvements and the new building have been built as per building plans approved by the Board; 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;

8. **Changes to Site Plan, Project Density or Design** - 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;

9. **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

10. **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 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.

III. 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. **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 is 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. A note shall be added to reference the Board's Decision and date of approval;
 - c. "*Any changes to the number of residential units thereon shall not occur without a further review and approval from the Board*" and a notation to this effect shall also appear upon deeds to any unit;
2. **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.

IV. 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 Final Plan Set endorsed by the Board;
2. **Submission of Architectural Drawings:** A copy of the complete set of detailed architectural elevations and floor plans for the proposed new residential structure, also referred to as the "Carriage House" 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 Planning Director 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 Exhibits #3 and #4);
3. **Pre-Construction Conference** - At least five (5) business days prior to any initial site work for the proposed Carriage House, 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
4. **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;

V. 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) **Historic Preservation Restriction** - A copy of the Preservation Restriction as accepted by the City of Amesbury and recorded at the Essex Registry of Deeds pursuant to the provisions of Section XI. J2;
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. **Architect's Certification**: The Project Architect, registered in the Commonwealth of Massachusetts, shall submit a certification to the Board certifying that the new residential structure proposed on the site has been built in conformance with the architectural drawings approved by the Board; and

Chair, Amesbury Planning Board

EXHIBITS

Exhibit #1:

Final Site Plan

Exhibit #2:

Landscaping Plan

Exhibit #3:

Architectural Drawings -- Elevations and Floor Plans

Exhibit #4:

Historic Preservation Restriction -- excerpts

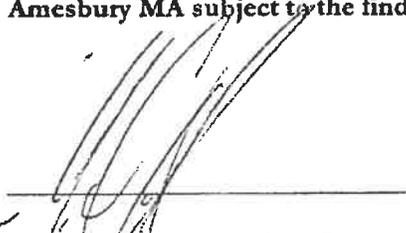
Amesbury Planning Board

TO:

Gregory Southard and Ethan Petersohn
6 Center Street
Amesbury MA 01913

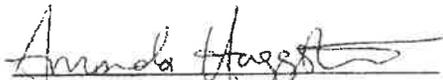
PLANNING BOARD VOTE:

On 2/27/2023, the Amesbury Planning Board voted 6-0 in favor of the approval of the Site Plan & Special Permit, as amended, for the proposed Historic Preservation of the existing three (3) unit multifamily residential structure and construction of one additional unit in a new residential structure as shown on the final site plan, at 6 Center Street 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 April 10, 2023

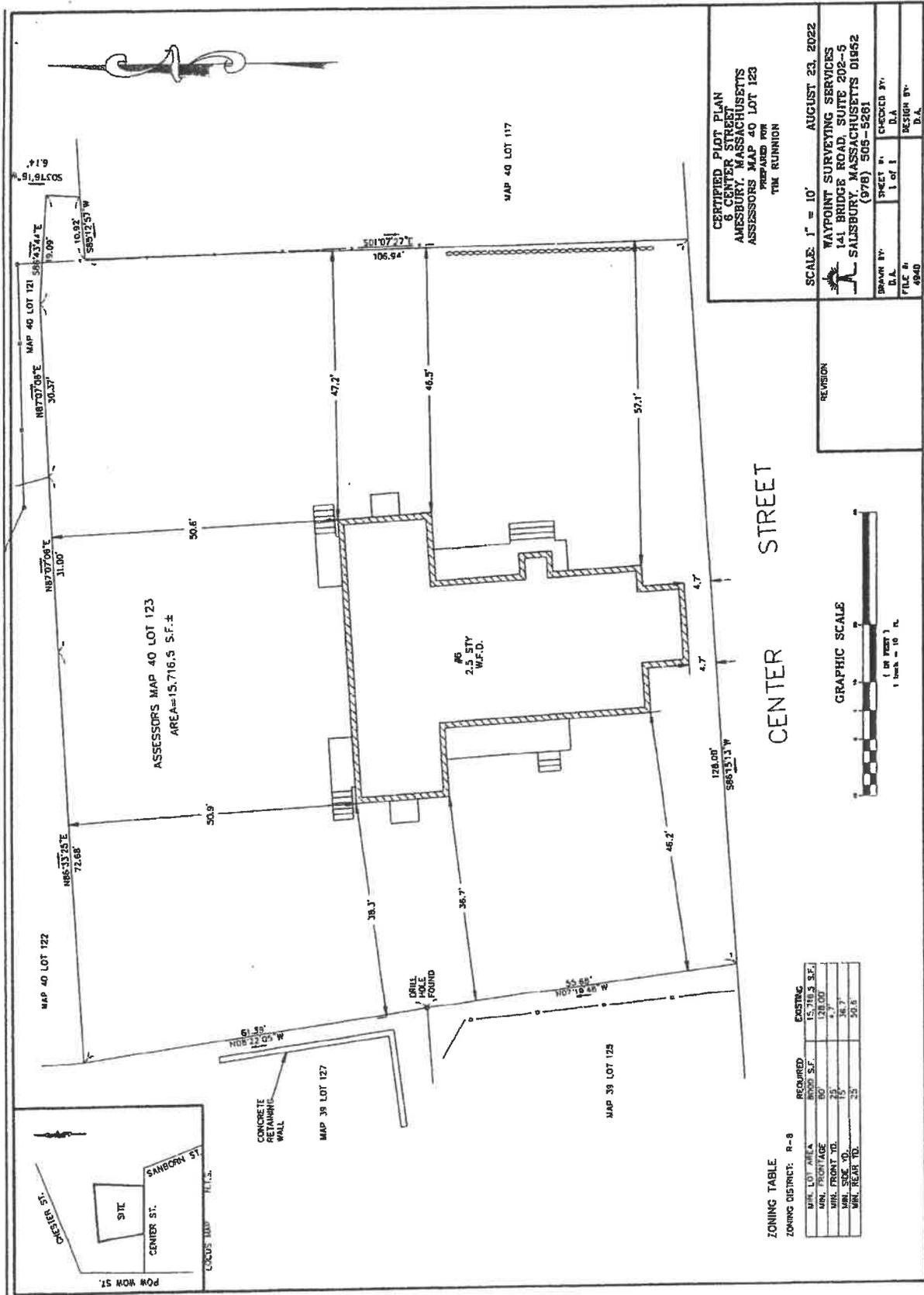


City Clerk

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. 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.

Special Permit and Site Plan Approval
6 Center St. Amesbury, MA 01913



EXISTING CONDITIONS -- 6 CENTER STREET

Exhibit #1

Owner:
G. Gifford
and
E. Peterson

PLANT SCHEDULE

EXISTING TREES	SIZE	NOTES	QTY
1. Existing 12" DBH Maple	12" DBH	Maple	7
2. Existing 12" DBH Oak	12" DBH	Oak	1
3. Existing 12" DBH Elm	12" DBH	Elm	5
4. Existing 12" DBH Birch	12" DBH	Birch	3
5. Existing 12" DBH Spruce	12" DBH	Spruce	2
6. Existing 12" DBH Fir	12" DBH	Fir	2
7. Existing 12" DBH Pine	12" DBH	Pine	2
8. Existing 12" DBH Juniper	12" DBH	Juniper	2
9. Existing 12" DBH Yew	12" DBH	Yew	2
10. Existing 12" DBH Cedar	12" DBH	Cedar	2
11. Existing 12" DBH Redwood	12" DBH	Redwood	2
12. Existing 12" DBH Sequoia	12" DBH	Sequoia	2
13. Existing 12" DBH Cypress	12" DBH	Cypress	2
14. Existing 12" DBH Palm	12" DBH	Palm	2
15. Existing 12" DBH Bamboo	12" DBH	Bamboo	2
16. Existing 12" DBH Fern	12" DBH	Fern	2
17. Existing 12" DBH Shrub	12" DBH	Shrub	2
18. Existing 12" DBH Flower	12" DBH	Flower	2
19. Existing 12" DBH Grass	12" DBH	Grass	2
20. Existing 12" DBH Mulch	12" DBH	Mulch	2
21. Existing 12" DBH Soil	12" DBH	Soil	2
22. Existing 12" DBH Fertilizer	12" DBH	Fertilizer	2
23. Existing 12" DBH Water	12" DBH	Water	2
24. Existing 12" DBH Air	12" DBH	Air	2
25. Existing 12" DBH Sun	12" DBH	Sun	2
26. Existing 12" DBH Moon	12" DBH	Moon	2
27. Existing 12" DBH Stars	12" DBH	Stars	2
28. Existing 12" DBH Planets	12" DBH	Planets	2
29. Existing 12" DBH Galaxies	12" DBH	Galaxies	2
30. Existing 12" DBH Universe	12" DBH	Universe	2

PROPOSED TREES

PROPOSED TREES	SIZE	NOTES	QTY
1. Proposed 12" DBH Maple	12" DBH	Maple	7
2. Proposed 12" DBH Oak	12" DBH	Oak	1
3. Proposed 12" DBH Elm	12" DBH	Elm	5
4. Proposed 12" DBH Birch	12" DBH	Birch	3
5. Proposed 12" DBH Spruce	12" DBH	Spruce	2
6. Proposed 12" DBH Fir	12" DBH	Fir	2
7. Proposed 12" DBH Pine	12" DBH	Pine	2
8. Proposed 12" DBH Juniper	12" DBH	Juniper	2
9. Proposed 12" DBH Yew	12" DBH	Yew	2
10. Proposed 12" DBH Cedar	12" DBH	Cedar	2
11. Proposed 12" DBH Redwood	12" DBH	Redwood	2
12. Proposed 12" DBH Sequoia	12" DBH	Sequoia	2
13. Proposed 12" DBH Cypress	12" DBH	Cypress	2
14. Proposed 12" DBH Palm	12" DBH	Palm	2
15. Proposed 12" DBH Bamboo	12" DBH	Bamboo	2
16. Proposed 12" DBH Fern	12" DBH	Fern	2
17. Proposed 12" DBH Shrub	12" DBH	Shrub	2
18. Proposed 12" DBH Flower	12" DBH	Flower	2
19. Proposed 12" DBH Grass	12" DBH	Grass	2
20. Proposed 12" DBH Mulch	12" DBH	Mulch	2
21. Proposed 12" DBH Soil	12" DBH	Soil	2
22. Proposed 12" DBH Fertilizer	12" DBH	Fertilizer	2
23. Proposed 12" DBH Water	12" DBH	Water	2
24. Proposed 12" DBH Air	12" DBH	Air	2
25. Proposed 12" DBH Sun	12" DBH	Sun	2
26. Proposed 12" DBH Moon	12" DBH	Moon	2
27. Proposed 12" DBH Stars	12" DBH	Stars	2
28. Proposed 12" DBH Planets	12" DBH	Planets	2
29. Proposed 12" DBH Galaxies	12" DBH	Galaxies	2
30. Proposed 12" DBH Universe	12" DBH	Universe	2

ORNAMENTAL TREES

ORNAMENTAL TREES	SIZE	NOTES	QTY
1. Ornamental 12" DBH Maple	12" DBH	Maple	7
2. Ornamental 12" DBH Oak	12" DBH	Oak	1
3. Ornamental 12" DBH Elm	12" DBH	Elm	5
4. Ornamental 12" DBH Birch	12" DBH	Birch	3
5. Ornamental 12" DBH Spruce	12" DBH	Spruce	2
6. Ornamental 12" DBH Fir	12" DBH	Fir	2
7. Ornamental 12" DBH Pine	12" DBH	Pine	2
8. Ornamental 12" DBH Juniper	12" DBH	Juniper	2
9. Ornamental 12" DBH Yew	12" DBH	Yew	2
10. Ornamental 12" DBH Cedar	12" DBH	Cedar	2
11. Ornamental 12" DBH Redwood	12" DBH	Redwood	2
12. Ornamental 12" DBH Sequoia	12" DBH	Sequoia	2
13. Ornamental 12" DBH Cypress	12" DBH	Cypress	2
14. Ornamental 12" DBH Palm	12" DBH	Palm	2
15. Ornamental 12" DBH Bamboo	12" DBH	Bamboo	2
16. Ornamental 12" DBH Fern	12" DBH	Fern	2
17. Ornamental 12" DBH Shrub	12" DBH	Shrub	2
18. Ornamental 12" DBH Flower	12" DBH	Flower	2
19. Ornamental 12" DBH Grass	12" DBH	Grass	2
20. Ornamental 12" DBH Mulch	12" DBH	Mulch	2
21. Ornamental 12" DBH Soil	12" DBH	Soil	2
22. Ornamental 12" DBH Fertilizer	12" DBH	Fertilizer	2
23. Ornamental 12" DBH Water	12" DBH	Water	2
24. Ornamental 12" DBH Air	12" DBH	Air	2
25. Ornamental 12" DBH Sun	12" DBH	Sun	2
26. Ornamental 12" DBH Moon	12" DBH	Moon	2
27. Ornamental 12" DBH Stars	12" DBH	Stars	2
28. Ornamental 12" DBH Planets	12" DBH	Planets	2
29. Ornamental 12" DBH Galaxies	12" DBH	Galaxies	2
30. Ornamental 12" DBH Universe	12" DBH	Universe	2

CONIFER TREES

CONIFER TREES	SIZE	NOTES	QTY
1. Conifer 12" DBH Spruce	12" DBH	Spruce	2
2. Conifer 12" DBH Fir	12" DBH	Fir	2
3. Conifer 12" DBH Pine	12" DBH	Pine	2
4. Conifer 12" DBH Juniper	12" DBH	Juniper	2
5. Conifer 12" DBH Yew	12" DBH	Yew	2
6. Conifer 12" DBH Cedar	12" DBH	Cedar	2
7. Conifer 12" DBH Redwood	12" DBH	Redwood	2
8. Conifer 12" DBH Sequoia	12" DBH	Sequoia	2
9. Conifer 12" DBH Cypress	12" DBH	Cypress	2
10. Conifer 12" DBH Palm	12" DBH	Palm	2
11. Conifer 12" DBH Bamboo	12" DBH	Bamboo	2
12. Conifer 12" DBH Fern	12" DBH	Fern	2
13. Conifer 12" DBH Shrub	12" DBH	Shrub	2
14. Conifer 12" DBH Flower	12" DBH	Flower	2
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24. Conifer 12" DBH Planets	12" DBH	Planets	2
25. Conifer 12" DBH Galaxies	12" DBH	Galaxies	2
26. Conifer 12" DBH Universe	12" DBH	Universe	2

DECIDUOUS SHRUBS

DECIDUOUS SHRUBS	SIZE	NOTES	QTY
1. Deciduous 12" DBH Maple	12" DBH	Maple	7
2. Deciduous 12" DBH Oak	12" DBH	Oak	1
3. Deciduous 12" DBH Elm	12" DBH	Elm	5
4. Deciduous 12" DBH Birch	12" DBH	Birch	3
5. Deciduous 12" DBH Spruce	12" DBH	Spruce	2
6. Deciduous 12" DBH Fir	12" DBH	Fir	2
7. Deciduous 12" DBH Pine	12" DBH	Pine	2
8. Deciduous 12" DBH Juniper	12" DBH	Juniper	2
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10. Deciduous 12" DBH Cedar	12" DBH	Cedar	2
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28. Deciduous 12" DBH Planets	12" DBH	Planets	2
29. Deciduous 12" DBH Galaxies	12" DBH	Galaxies	2
30. Deciduous 12" DBH Universe	12" DBH	Universe	2

PERENNIALS

PERENNIALS	SIZE	NOTES	QTY
1. Perennial 12" DBH Maple	12" DBH	Maple	7
2. Perennial 12" DBH Oak	12" DBH	Oak	1
3. Perennial 12" DBH Elm	12" DBH	Elm	5
4. Perennial 12" DBH Birch	12" DBH	Birch	3
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7. Perennial 12" DBH Pine	12" DBH	Pine	2
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30. Perennial 12" DBH Universe	12" DBH	Universe	2

LANDSCAPE MATERIALS

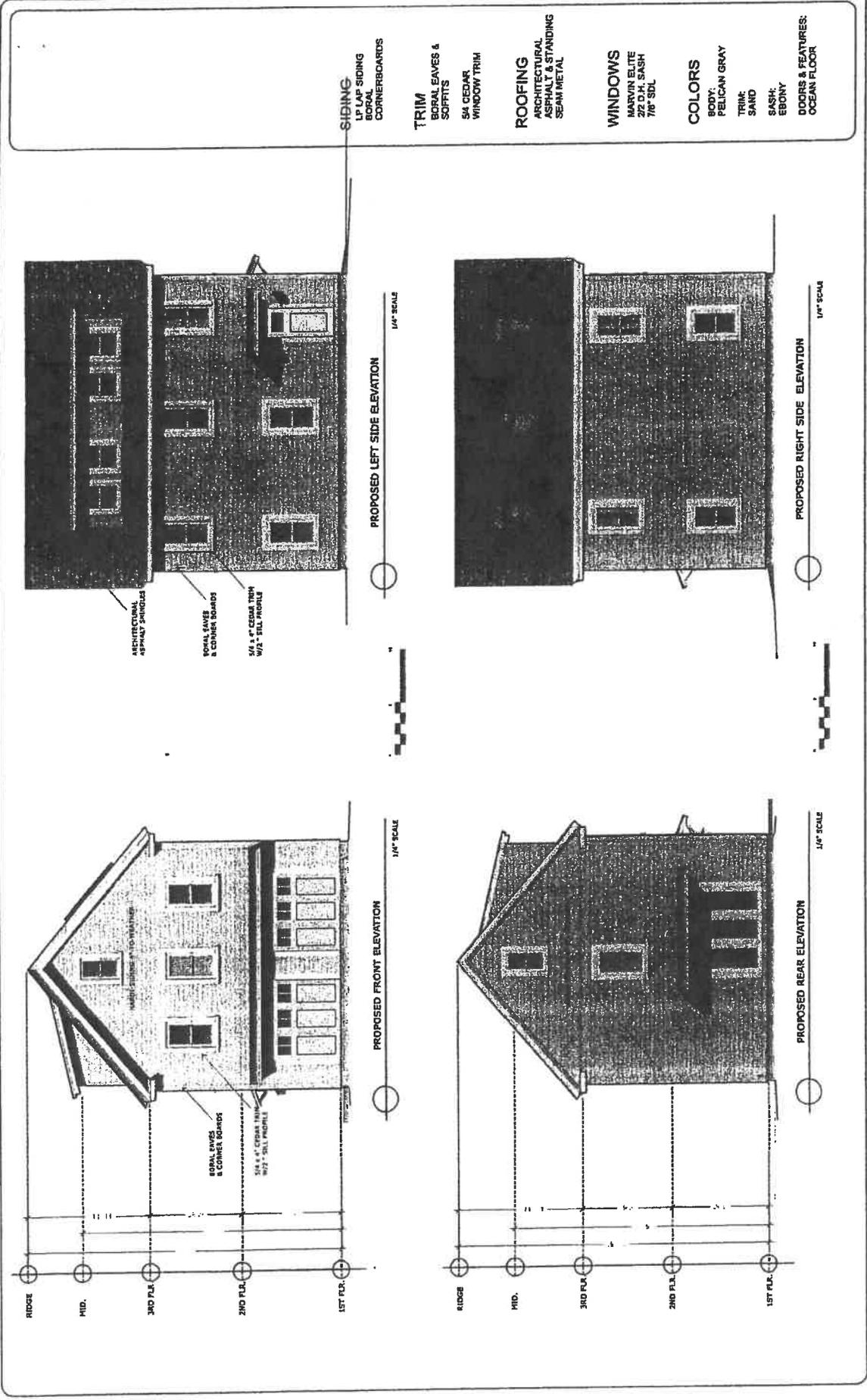
LANDSCAPE MATERIALS	SIZE	NOTES	QTY
1. Landscape 12" DBH Maple	12" DBH	Maple	7
2. Landscape 12" DBH Oak	12" DBH	Oak	1
3. Landscape 12" DBH Elm	12" DBH	Elm	5
4. Landscape 12" DBH Birch	12" DBH	Birch	3
5. Landscape 12" DBH Spruce	12" DBH	Spruce	2
6. Landscape 12" DBH Fir	12" DBH	Fir	2
7. Landscape 12" DBH Pine	12" DBH	Pine	2
8. Landscape 12" DBH Juniper	12" DBH	Juniper	2
9. Landscape 12" DBH Yew	12" DBH	Yew	2
10. Landscape 12" DBH Cedar	12" DBH	Cedar	2
11. Landscape 12" DBH Redwood	12" DBH	Redwood	2
12. Landscape 12" DBH Sequoia	12" DBH	Sequoia	2
13. Landscape 12" DBH Cypress	12" DBH	Cypress	2
14. Landscape 12" DBH Palm	12" DBH	Palm	2
15. Landscape 12" DBH Bamboo	12" DBH	Bamboo	2
16. Landscape 12" DBH Fern	12" DBH	Fern	2
17. Landscape 12" DBH Shrub	12" DBH	Shrub	2
18. Landscape 12" DBH Flower	12" DBH	Flower	2
19. Landscape 12" DBH Grass	12" DBH	Grass	2
20. Landscape 12" DBH Mulch	12" DBH	Mulch	2
21. Landscape 12" DBH Soil	12" DBH	Soil	2
22. Landscape 12" DBH Fertilizer	12" DBH	Fertilizer	2
23. Landscape 12" DBH Water	12" DBH	Water	2
24. Landscape 12" DBH Air	12" DBH	Air	2
25. Landscape 12" DBH Sun	12" DBH	Sun	2
26. Landscape 12" DBH Moon	12" DBH	Moon	2
27. Landscape 12" DBH Stars	12" DBH	Stars	2
28. Landscape 12" DBH Planets	12" DBH	Planets	2
29. Landscape 12" DBH Galaxies	12" DBH	Galaxies	2
30. Landscape 12" DBH Universe	12" DBH	Universe	2

NOTES

1. See all other material schedule and quantities shown on all sheets for complete list of materials to be used and their quantities.
2. Plant material to be provided by contractor.
3. Plant material specified shall conform to A.M.A. American Standard for Nursery Stock, ANSI Z60.1-2006 edition.

PLANT SCHEDULE

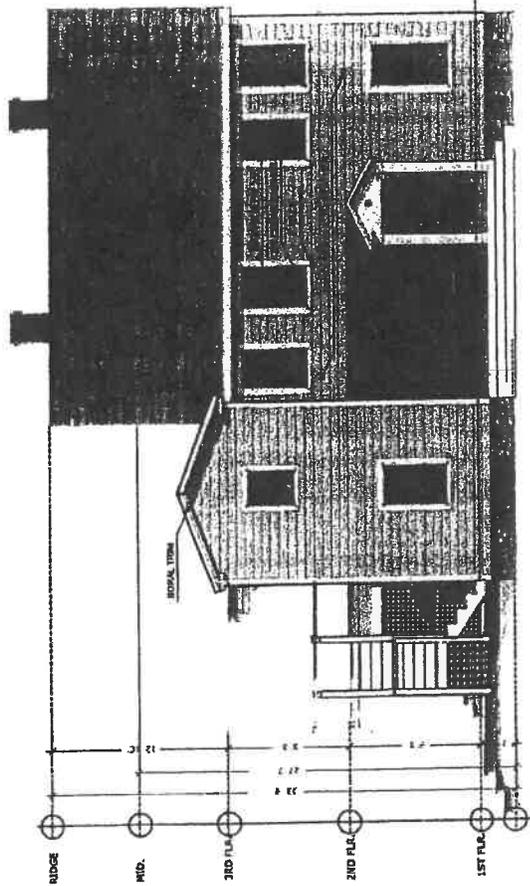
EXISTING TREES	SIZE	NOTES	QTY
1. Existing 12" DBH Maple	12" DBH	Maple	7
2. Existing 12" DBH Oak	12" DBH	Oak	1
3. Existing 12" DBH Elm	12" DBH	Elm	5
4. Existing 12" DBH Birch	12" DBH	Birch	3
5. Existing 12" DBH Spruce	12" DBH	Spruce	2
6. Existing 12" DBH Fir	12" DBH	Fir	2
7. Existing 12" DBH Pine	12" DBH	Pine	2
8. Existing 12" DBH Juniper	12" DBH	Juniper	2
9. Existing 12" DBH Yew	12" DBH	Yew	2
10. Existing 12" DBH Cedar	12" DBH	Cedar	2
11. Existing 12" DBH Redwood	12" DBH	Redwood	2
12. Existing 12" DBH Sequoia	12" DBH	Sequoia	2
13. Existing 12" DBH Cypress	12" DBH	Cypress	2
14. Existing 12" DBH Palm	12" DBH	Palm	2
15. Existing 12" DBH Bamboo	12" DBH	Bamboo	2
16. Existing 12" DBH Fern	12" DBH	Fern	2
17. Existing 12" DBH Shrub	12" DBH	Shrub	2
18. Existing 12" DBH Flower	12" DBH	Flower	2
19. Existing 12" DBH Grass	12" DBH	Grass	2
20. Existing 12" DBH Mulch			



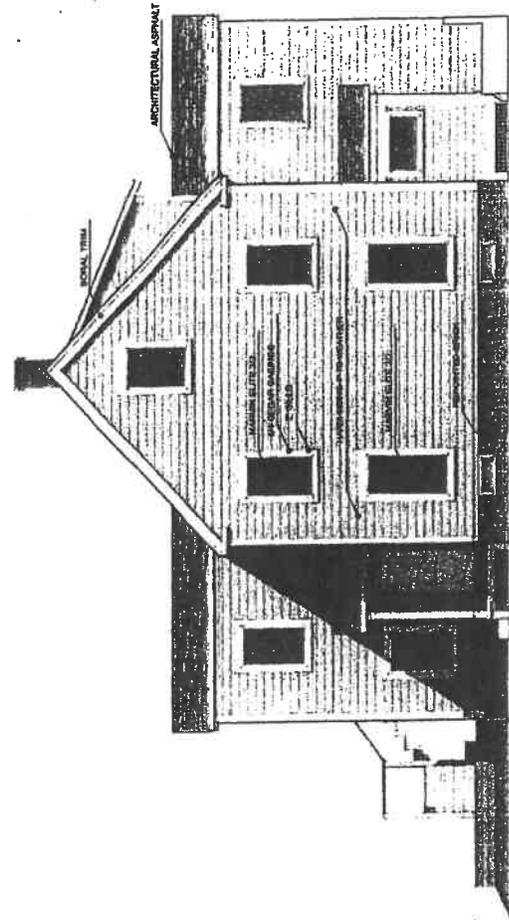
- SIDING**
1/2" x 4" SIDING
BOSA
CORNERBOARDS
- TRIM**
BORAL EAVES & SOFFITS
5/4" CEDAR
WINDOW TRIM
- ROOFING**
ARCHITECTURAL
ASPHALT & STANDING
SEAM METAL
- WINDOWS**
MARVIN ELITE
2X2 D.K. SASH
7/8" SDL
- COLORS**
BODY: PELICAN GRAY
TRIM: SARD
SASH: EBDWY
- DOORS & FEATURES:**
OCEAN FLOOR

REVISED ELEVATIONS (CARRIAGE HOUSE) 1/11/23

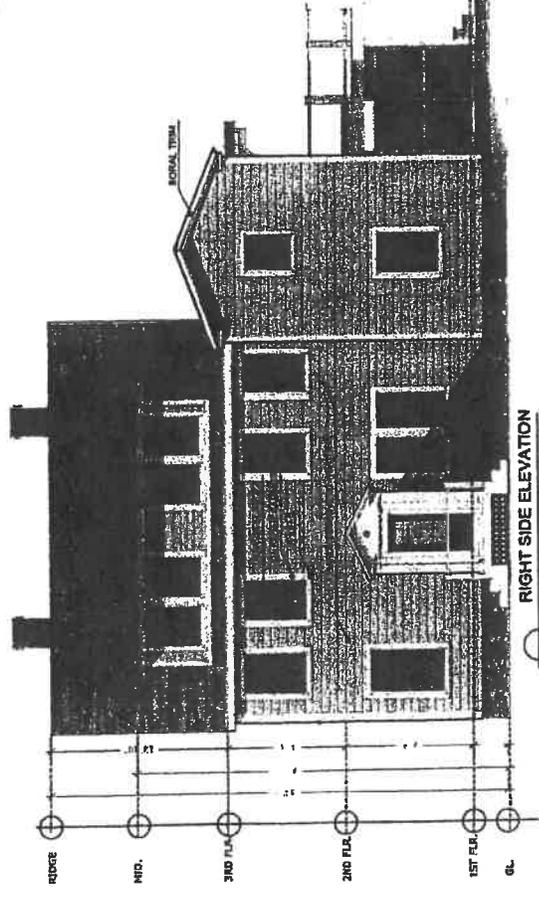
Exhibit # 3A



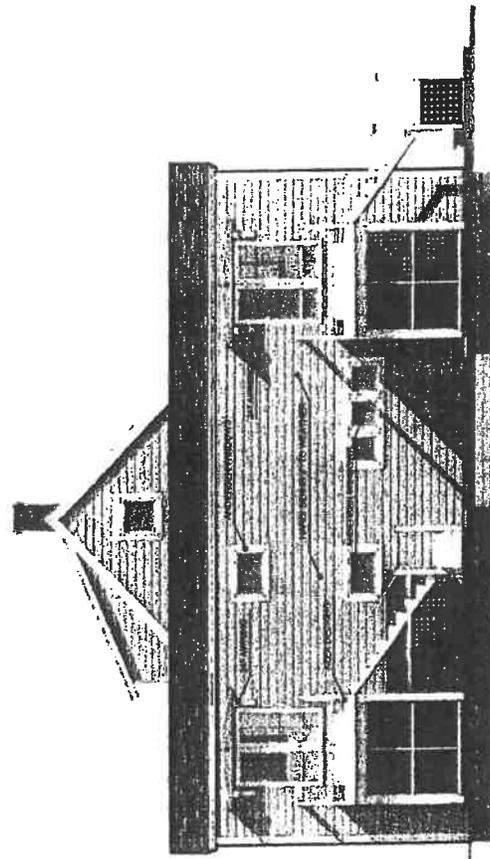
LEFT SIDE ELEVATION
1/4" SCALE



FRONT ELEVATION
1/4" SCALE



RIGHT SIDE ELEVATION
1/4" SCALE



REAR ELEVATION
1/4" SCALE

REVISED ELEVATIONS (OSGOOD HOUSE) 1/11/23

3 OF 3

Exhibit #3B

PRESERVATION RESTRICTION AGREEMENT

between

ETHAN C. PETERSOHN and GREGORY S. SOUTHARD

and the

CITY OF AMESBURY, MASSACHUSETTS

BY AND THROUGH THE AMESBURY HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ___ day of _____ 2022 by and between Ethan C. Petersohn and Gregory S. Southard, owners of 6 Center Street, Amesbury, Massachusetts, 01913 (“Grantor”), and the CITY OF AMESBURY (“Grantee”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by it agent, the AMESBURY HISTORICAL COMMISSION, located at 62 Friend Street, Amesbury, Massachusetts, 01913 (“Commission”),

WHEREAS, the Grantor is the owner of certain real property located 6 Center Street, Amesbury, Massachusetts, referred to as “the Property” and containing about 15,716 square feet, more or less, comprising the Property conveyed to the Grantor by a deed recorded in the Essex South District Registry of Deeds in Book 40908, Page 248, and more particularly described in Exhibit A incorporated herein by reference and attached hereto, said Property improved by a building thereon known as the W. G Osgood House and is referred to hereinafter as “the Building”, described as follows:

The house at 6 Center Street (constructed ca. 1900) is located near the northern edge of downtown Amesbury, in the Powwow Hill section of town. This densely developed neighborhood is dominated by modest homes built in the 19th and early 20th centuries. There are a combination of single and multi-family homes (primarily two-families) in the area. The property on which 6 Center Street stands is located on the north side of Center Street and includes .37 acres of land. The grade is generally level along Center Street and the surrounding roads, so that 6 Center Street sits on a flat lot. The house is set back from Center Street approximately 8 feet. Landscaping on the lot is limited to narrow stretches of grass bordering the main block of the house and a grassy lawn at the rear. There is a small paved parking area on the west side of the house and a gravel parking area on the east side. Modifications to the house footprint have been limited. The building was constructed as a Vernacular two-family house, with a 2 1/2 story gabled main block and a two-story ell across the rear that creates a T-shaped plan. The Sanborn Insurance Atlas of 1904 shows a one-story rectangular outbuilding at the rear of the house (no longer extant). The map also indicates a porch on either side of the main block; these porches remain today. By 1918 a small addition had been added at the center of the rear ell. By 1945 the detached shed had been removed and a small garage had been added in the northeast corner of the lot. The garage is no longer extant. The only major notable addition to the building is a single-story addition at the street facing (south) elevation from ca. 1950s/1960s.

The Building is further depicted and described in Exhibit D incorporated herein and attached hereto by reference; and

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction around 1899. The house at 6 Center Street is historically significant for its association with local carriage manufacturer George W. Osgood, whose carriage factory occupied most of the land on

either side of Center Street in the 19th century. George W. Osgood (1833-1914) began his carriage business in 1870 at 258 Main Street but by 1877 constructed a new facility on Center Street (then known as Centre Street and also Stark Street). By 1899 he had a number of buildings on both sides of the street (Figure 4). Among the buildings Osgood owned adjacent to the carriage factory were several rental properties, including the two-family house at 12-14 Center Street and the three single-family homes at 17, 19, and 21 Center Street (now Sanborn Terrace). Around 1900 the Osgood carriage factory closed down and the buildings were removed. Osgood retained the older rental houses and constructed the two-family house at 6-8 Center Street by 1904. Following Osgood's death in 1914 his real estate holdings passed to his widow, Mary A. Osgood (1835-1919). Shortly after Mary's death in 1919 the family sold the Center Street properties. Today, the houses that were erected by Osgood remain and are a significant part of the late 19th and early 20th century historic fabric of the neighborhood. The Building is important for its associations with the social and religious history of Amesbury, and to the public's enjoyment and appreciation of Amesbury's architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibit D, which Baseline Documentation the parties agree provides an-accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit D) shall consist of the following:

1. A set of thirty-three (33) exterior photographs of the Buildings taken in November of 2022;
 - a. Photos 1 - 2: Setting – view west along Center Street showing 6 Center Street and the neighboring buildings
 - b. Photo 3: Site- view east showing strip of land on the south side of the house
 - c. Photo 4: Site – view north showing side yard at west side of house
 - d. Photo 5: Site-view east showing rear yard-on north side of house
 - e. Photo 6: Site-view north showing side yard at east side of house
 - f. Photo 7: View northeast showing west elevation (left) and south elevation (right)
 - g. Photo 8: View northwest showing south elevation (left) and east elevation (right)
 - h. Photo 9: View northeast showing detail of main block – west elevation
 - i. Photo 10: View northeast showing detail of porch on west elevation of main block
 - j. Photo 11: View northeast showing west elevation of main block-detail of typical original window
 - k. Photo 12: View east showing west elevation of main block-detail of entry to 6 Center Street
 - l. Photo 13: View north showing south elevation of rear ell at west end-detail of added doorway
 - m. Photo 14: View southwest showing west elevation of main block-detail of brick foundation
 - n. Photo 15: View northwest showing detail of main block east elevation
 - o. Photo 16: View northwest showing east elevation -detail of dormers and chimneys on main block
 - p. Photo 17: View west showing east elevation of main block-detail of porch
 - q. Photo 18: View west showing east elevation of main block-detail of entry to 8 Center Street



Certified True Copy
I hereby certify that this is a true and
exact copy of the original document dated
this 26 day of July, 2023.
Amanda Haggstrom

City of Amesbury
PLANNING BOARD
CERTIFICATE OF NO APPEAL

City Clerk's Office
62 Friend Street, Amesbury, MA 01913
978-388-8100
Clerk@amesburyma.gov

Applicant: Gregory Southard and Ethan Petersohn
6 Center Street
Amesbury, MA 01913

Property: 6 Center Street
Amesbury, MA 01913

I, Amanda Haggstrom, the City Clerk of the City of Amesbury, Massachusetts hereby certify that the Decision of the **Amesbury Planning Board** for the **Site Plan Review** outlined above has been received and recorded at this office on, April 10, 2023 and that no appeal was received and recorded at this office and no appeal was received during the twenty (20) days next after such receipt and recording of said notice.

Date: May 1, 2023

Attest: Amanda Haggstrom
Amanda Haggstrom
City Clerk of Amesbury



Certified True Copy
I hereby certify that this is a true and exact copy of the original document dated this 24 day of July, 2023
Amanda Haggstrom

City of Amesbury
PLANNING BOARD
CERTIFICATE OF NO APPEAL

City Clerk's Office
62 Friend Street, Amesbury, MA 01913
978-388-8100
Clerk@amesburyma.gov

Applicant: Gregory Southard and Ethan Petersohn
6 Center Street
Amesbury, MA 01913

Property: 6 Center Street
Amesbury, MA 01913

I, Amanda Haggstrom, the City Clerk of the City of Amesbury, Massachusetts hereby certify that the Decision of the **Amesbury Planning Board** for the **Special Permit (Historical Preservation)** outlined above has been received and recorded at this office on, April 10, 2023 and that no appeal was received and recorded at this office and no appeal was received during the twenty (20) days next after such receipt and recording of said notice.

Date: *May 1, 2023*

Attest: *Amanda Haggstrom*
Amanda Haggstrom
City Clerk of Amesbury



SO.ESSEX #140 Bk:40908 Pg:248
05/03/2022 10:40 AM DEED Pg 1/3
eRecorded

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 05/03/2022 10:40 AM
ID: 1526039 Doc# 20220503001400
Fee: \$2,644.80 Cons: \$580,000.00

QUITCLAIM DEED

Jacqueline Tremblay and Robert B. Tremblay, Jr., of Newton, New Hampshire as Personal Representatives of the Estate of Theresa Marie Tremblay, also known as Theresa M. Tremblay, Essex County Probate Docket # ES22P-0485-EA, by the power conferred through the will of Theresa M. Tremblay and every other power,

for full consideration paid of Five Hundred Eighty Thousand Dollars (\$580,000.00)

grant to Gregory S. Southard and Ethan C. Petersohn, unmarried persons, as Joint Tenants with the right of survivorship, of 497 Main Street, Amesbury, MA

with QUITCLAIM COVENANTS

The real property with the buildings thereon located at 6 – 8 Center Street, Amesbury, Essex County, Massachusetts, as described on Exhibit A attached hereto and made a part hereof.

The grantors herein release any homestead rights they may have in the premises and declare under the penalties of perjury that no other persons are entitled to homestead protections in the premises under MGL ch. 188.

EXECUTED this 2nd day of May 2022.

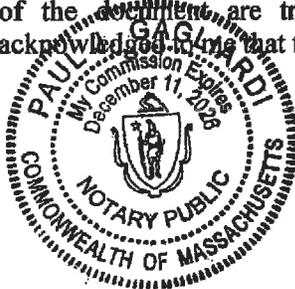

Jacqueline Tremblay, Personal Representative


Robert B. Tremblay, Jr., Personal Representative

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

On this 2nd day of May 2022, before me, the undersigned notary public, personally appeared Jacqueline Tremblay and Robert B. Tremblay, Jr., Personal Representatives as aforesaid, and proved to me through satisfactory evidence of identification which were valid driver's licenses, to be the persons whose names are 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 their knowledge and belief and acknowledged to me that they signed it as their free act and deed voluntarily, for its stated purpose.



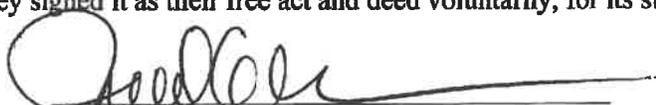

Notary Public – Paul J. Gagliardi
My Commission expires – 12/11/26

Exhibit A

PARCEL 1

The land with the buildings thereon situated in Amesbury, Essex County, Massachusetts, containing about 48 rods, bounded and described as follows:

Beginning at the Southwesterly corner thereof on Center Street and an iron bound at land now or formerly of Coburn, thence running

NORTHERLY by said Coburn land, 55 feet to an iron bound; thence
WESTERLY 10 feet; thence
NORTHERLY by land now or formerly of Watkins, 57 feet; thence
EASTERLY by land of said Watkins, 23 feet; thence
SOUTHERLY 7 feet; thence
EASTERLY by land now or formerly of Osgood's devisees, 118 feet to land now or formerly of Patrick J. Curran; thence
SOUTHERLY by land now or formerly of Curran, 106 feet; thence
WESTERLY by said Center Street, 118 feet to the point of beginning.

PARCEL 2

The land in said Amesbury on Center Street, bounded and described as follows:

Beginning at the Southwesterly corner thereof on Center Street and land now or formerly of Larochelle; thence running

NORTHERLY by land of Larochelle, 55 feet to land now or formerly of Marceau; thence
EASTERLY by land now or formerly of Marceau, 10 feet; thence
SOUTHERLY by land now or formerly of Marceau, 55 feet to Center Street; thence
WESTERLY by Center Street to the point of beginning, 10 feet.

Parcels 1 and 2 being the same premises conveyed to Theresa M. Tremblay and Robert B. Tremblay by deed of Paul E. Ouellet dated October 15, 1970 and recorded with Essex South District Registry of Deeds, Book 5722, Page 412.

PARCEL 3

A certain parcel of land situated Southerly of Chester Street in Amesbury, Essex County, Massachusetts, being shown as Parcel A on a plan entitled "Plan of Land in Amesbury, MA., for Bartlett and Jeannine Bailey," Scale 1" =20', dated October 6, 1987, said plan being recorded in Essex South District Registry of Deeds, in Plan Book 232, Plan 59, and said parcel being more particularly bounded and described as follows:

Beginning at a point on the Southeasterly corner of Lot 1; thence running

NORTH 07° 56' 52" West along Lot 1, 62.05 feet to a point; thence turning and running
NORTH 86° 31' 10" East along Lot 2, 72.68 feet to a fence post; thence turning and running
NORTH 87° 04' 51" East along Lot 2 and Lot 3, 61.37 feet to a fence post; thence turning and running
SOUTH 86° 45' 59" East along Lot 3, 19.09 feet to a point; thence turning and running
SOUTH 03° 14' 01" West along Lot 3, 6.14 feet to a point; thence turning and running
SOUTH 85° 10' 42" West along land now or formerly of Tremblay, 148.55 feet to a point; thence turning and running
SOUTH 86° 26' 41" West along land now or formerly of Tremblay 26.40 feet to a point; thence turning and running
SOUTH 07° 56' 52" East along land now or formerly of Tremblay 50.19 feet to a point; thence turning and running
SOUTH 85° 59' 14" West along land now or formerly of Flanagan, 5.00 feet to the point and place of beginning.

Parcel A contains 1,810 square feet, more or less, according to said plan.

Being the same premises conveyed to the Theresa M. Tremblay and Robert B. Tremblay by deed of Bartlett J. Bailey and Jeannine T. Bailey, dated November 2, 1987 and recorded with the Essex South District Registry of Deeds, Book 9266, Page 198.

The said Theresa M. Tremblay died a resident of Amesbury, MA on January 8, 2022; see death certificate and affidavit recorded herewith.

The said Robert B. Tremblay died a resident of Amesbury, June 2, 2011.

