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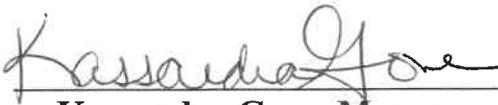
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CITY OF AMESBURY, MA

CITY OF AMESBURY  
IN THE YEAR TWO THOUSAND TWENTY-FOUR

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SPONSORED BY:



Kassandra Gove, Mayor

**BILL No. 2024 - 058**

**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 George W. 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 \_\_\_\_\_ 2024 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 G. W. Osgood House (aka George W. Osgood House, c. 1900) 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 G. W. Osgood, whose carriage factory occupied most of the land on

either side of Center Street in the 19th century. G. 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.

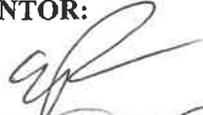
27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City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

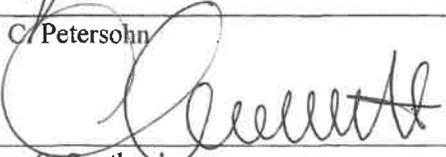
28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the 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 27 day of February, 2023.  
By:

**GRANTOR:**

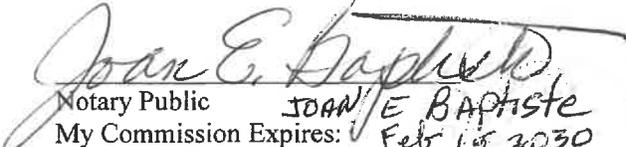
  
\_\_\_\_\_  
Ethan C. Petersohn

  
\_\_\_\_\_  
Gregory S. Southard

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 27 day of February, 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 JOAN E BAPTISTE  
My Commission Expires: Feb 15, 2030



**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

\_\_\_\_\_  
Jennifer Smith

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/he signed it voluntarily for its stated purposes as Mayor of the City of Amesbury.

\_\_\_\_\_  
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

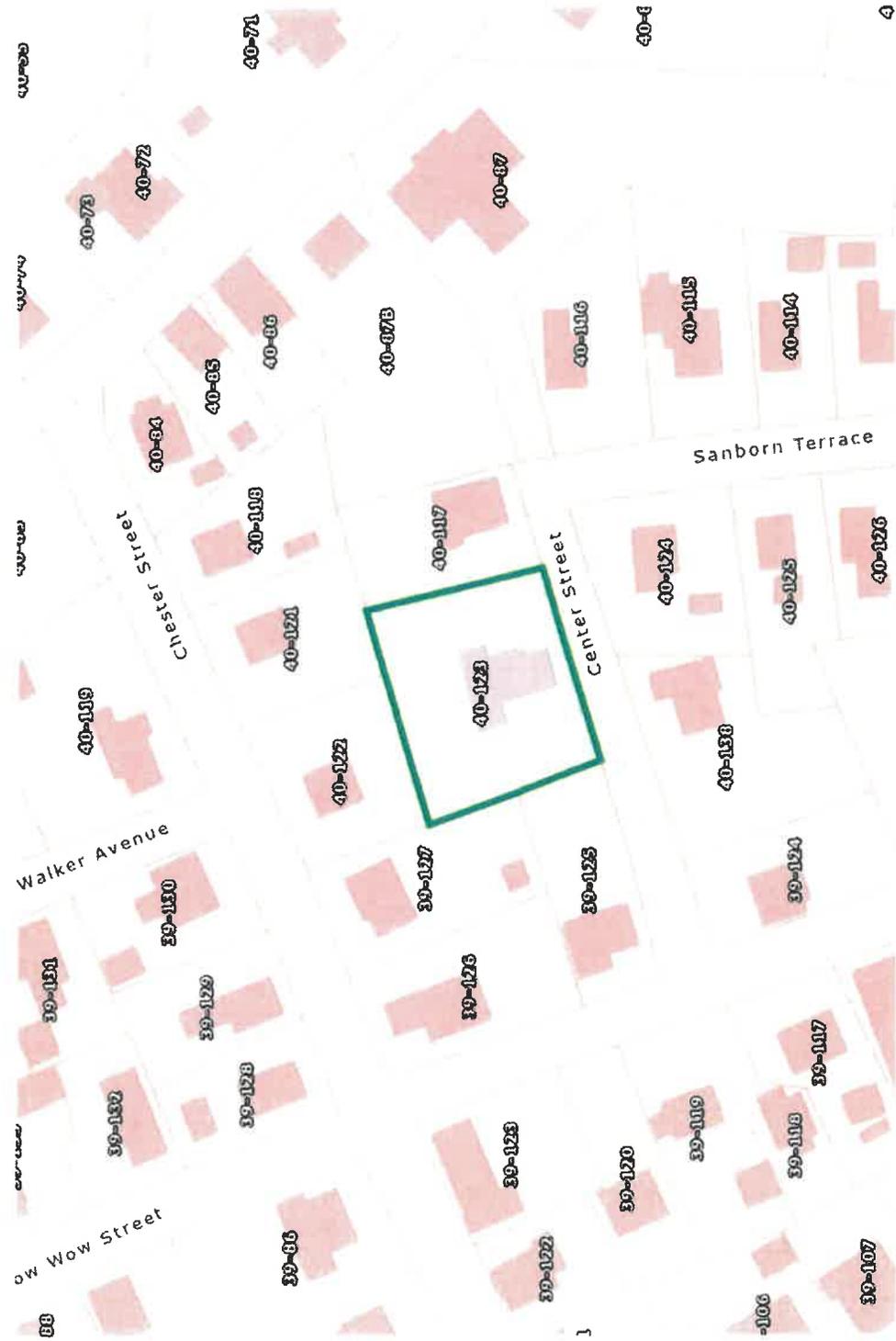
The land in said Amesbury on Center Street, bounded and described as follows:

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 19<sup>th</sup> and early 20<sup>th</sup> 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

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AMESBURY

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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.

**INVENTORY FORM CONTINUATION SHEET**

MASSACHUSETTS HISTORICAL COMMISSION  
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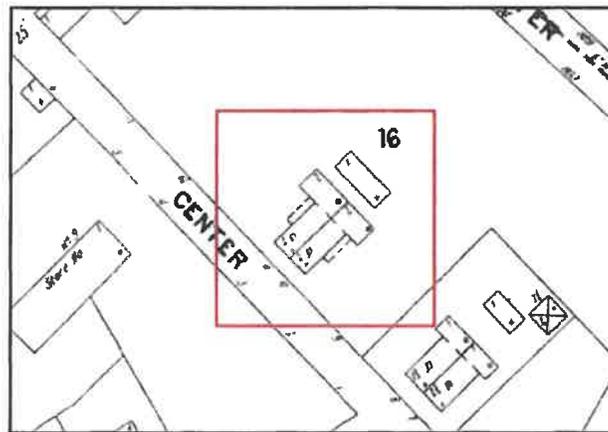


Figure 1 - Sanborn Insurance Atlas - 1914

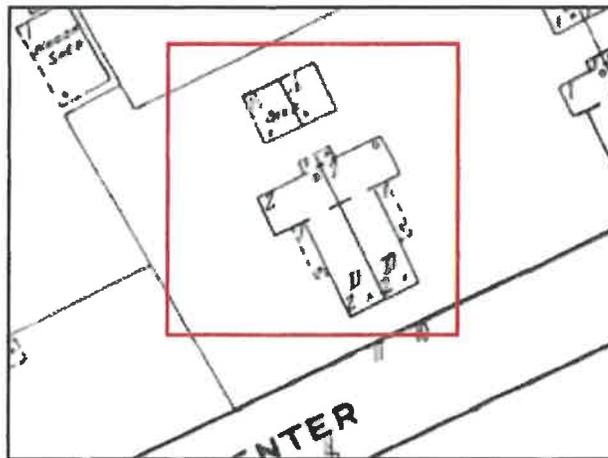


Figure 2 - Sanborn Insurance Atlas - 1918

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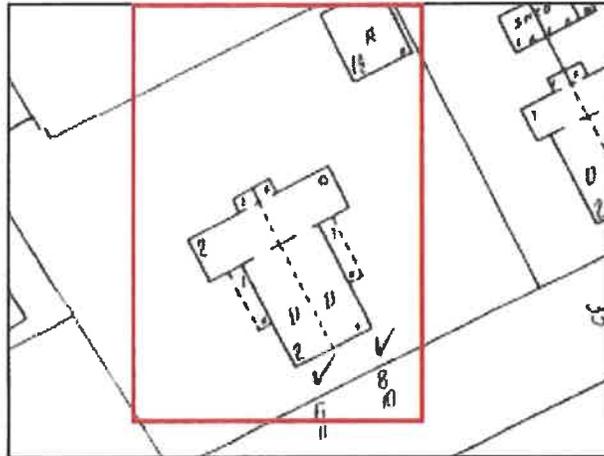


Figure 3 - Sanborn Insurance Atlas - 1945

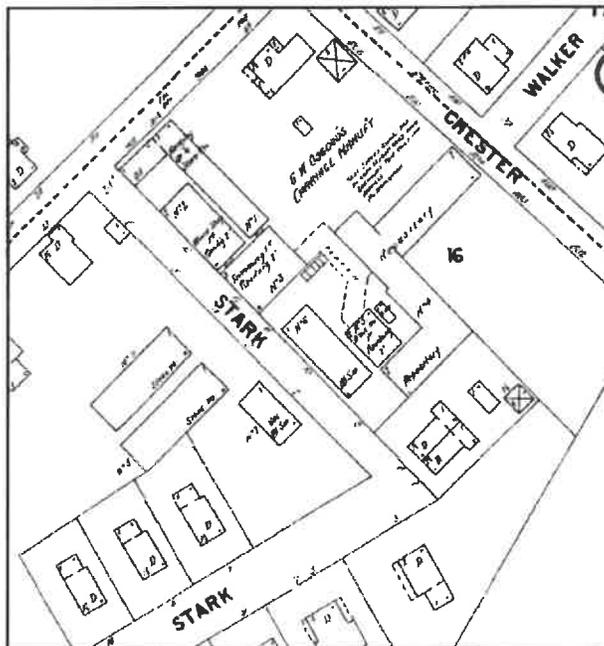
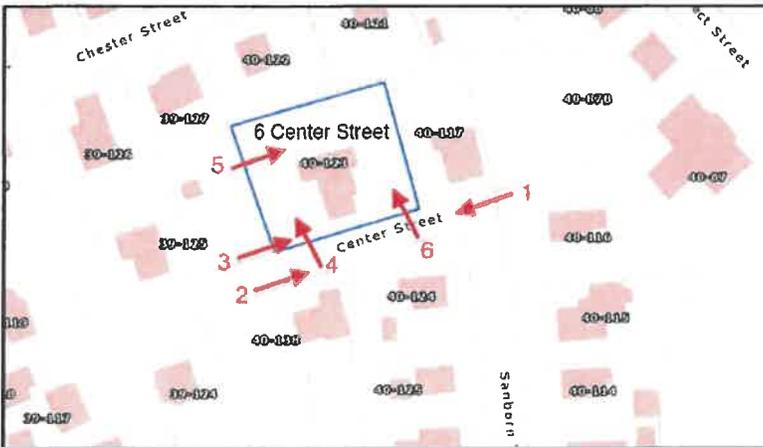


Figure 4 - Sanborn Insurance Atlas - 1899



project north



	<p><b>6 CENTER STREET AMESBURY, MASSACHUSETTS</b></p>	<p><b>PHOTO KEYS SEPTEMBER/NOVEMBER 2022</b></p>
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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

 <b>ESSEX</b> COUNTY	<b>6 CENTER STREET AMESBURY, MASSACHUSETTS</b>	<b>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</b>
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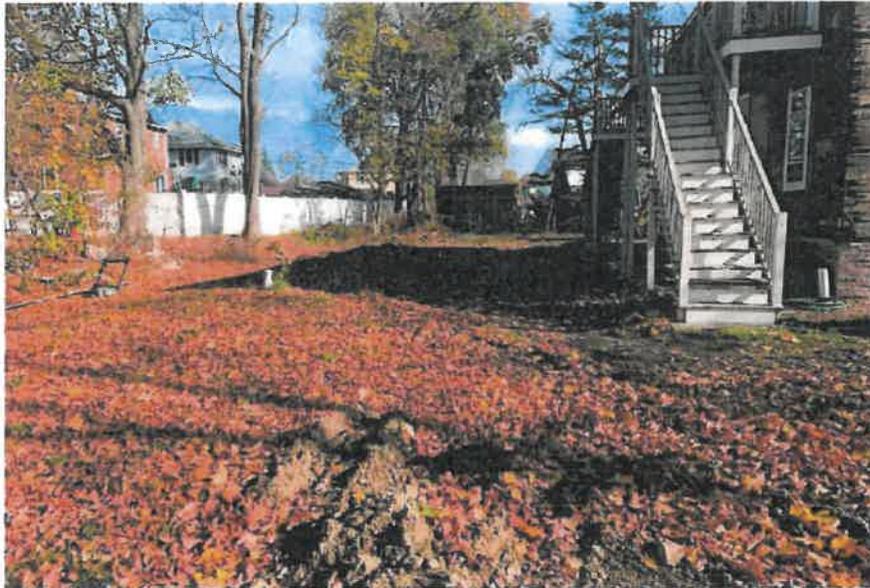


3\_ Site - view east showing strip of land on south side (Center Street side) of house



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

 <p><b>VESSEX</b> Environmental 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

 <b>VESSEX</b> PROFESSIONAL CONSULTING	<b>6 CENTER STREET AMESBURY, MASSACHUSETTS</b>	<b>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</b>
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9\_ View northeast showing detail of main block - west elevation



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

 <b>ESSEX</b> PLANNING COMMISSION	<b>6 CENTER STREET AMESBURY, MASSACHUSETTS</b>	<b>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</b>
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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

 <p><b>ESSEX</b> Preservation Consulting</p>	<p><b>6 CENTER STREET AMESBURY, MASSACHUSETTS</b></p>	<p><b>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</b></p>
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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



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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

 <p><b>WESSEX</b> Preservation of the Past</p>	<p>6 CENTER STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</p>
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19\_ View northwest showing south elevation of main block

 <p><b>ESSEX</b> Real Estate Consultants</p>	<p>6 CENTER STREET AMESBURY, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS SEPTEMBER/NOVEMBER 2022</p>
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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  
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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

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24\_ View west showing east elevation of rear ell



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



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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



6 CENTER STREET  
AMESBURY, MASSACHUSETTS

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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><b>WESSEX</b> Historic Preservation Consultants</p>	<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



6 CENTER STREET  
AMESBURY, MASSACHUSETTS

CURRENT PHOTOGRAPHS  
SEPTEMBER/NOVEMBER 2022

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.

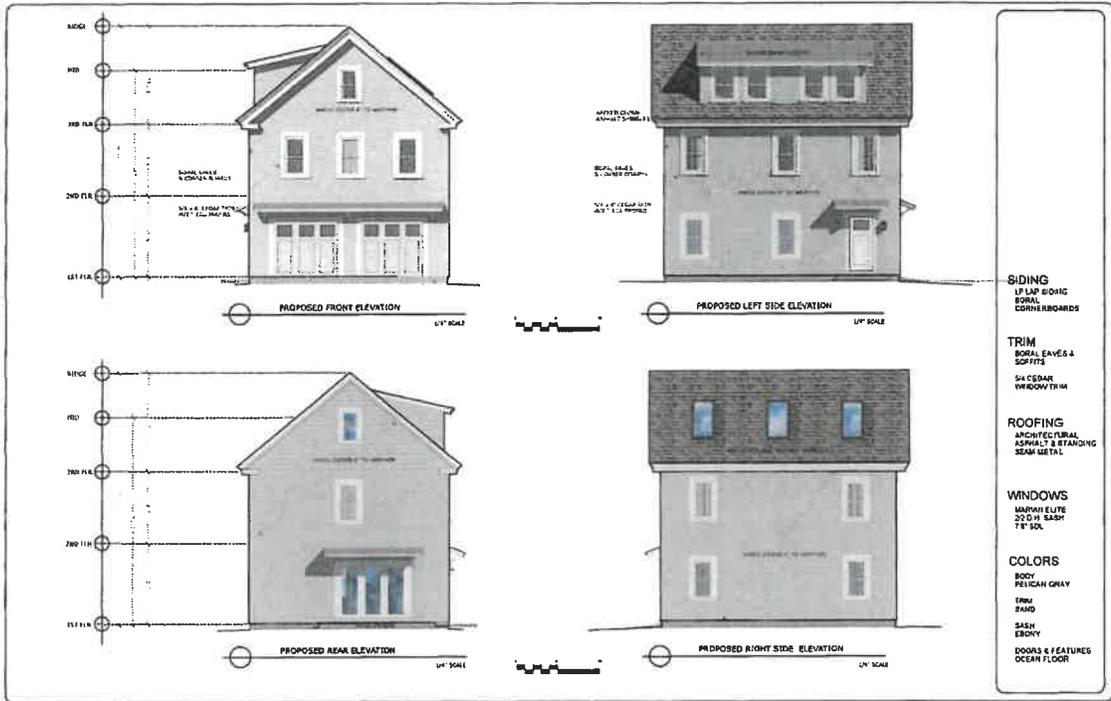
## **EXHIBIT F**

*See attached Landscape Plan and Elevation Plan*





REVISED ELEVATIONS (OSGOOD HOUSE) 1/11/23



REVISED ELEVATIONS (CARRIAGE HOUSE) 1/11/23