

Locus: Off Washington Street, Boston (Roxbury)

## **RELEASE DEED WITH PRESERVATION RESTRICTION**

The **COMMONWEALTH OF MASSACHUSETTS** (hereinafter the “Grantor”), acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance and Maintenance (“DCAMM”), with a mailing address at One Ashburton Place, Boston, Massachusetts 02108, and on behalf of and in consultation with its Department of Conservation and Recreation (“DCR”), having a principal business address of 251 Causeway Street, Boston, Massachusetts 02114, and on behalf and in consultation with the Massachusetts Historical Commission (“MHC”) having an address at 220 Morrissey Boulevard, Boston, Massachusetts 02125, (collectively “Grantor”) acting under the authority granted by Chapter 281 of the Acts of 2014 (the “Act”), for no monetary consideration and in consideration of the performance by Grantee of the restrictions and covenants contained herein as required by the Act, and subject to the provisions of the Act, does hereby release and convey without warranties or covenants of title to the **CITY OF BOSTON**, a municipal corporation and political subdivision of the Commonwealth of Massachusetts (“Grantee”), with a mailing address of Boston City Hall, One City Hall Plaza, Room [REDACTED], Boston MA 02201, all right, title and interest of the Grantor, except for the reservation as further defined below, in and to that certain parcel of land and buildings thereon (the “Premises”) located off of Washington Street in the City of Boston, more fully described as follows:

As described in the section 7 of the Act, the Premises consists of 3,781± square feet of land and is shown as **Parcel SR-26** on a plan entitled “The Commonwealth of Massachusetts Plan of Land in the City of Boston Suffolk County”, prepared by Bryant Associates, Inc. – Boston, MA, dated May 31, 1989 and recorded in the Suffolk District Registry of Deeds in **Book 15823, Page 218** (the “Plan”)

For Grantor’s title see an instrument recorded on September 18, 1989 in the Suffolk District Registry of Deeds in **Book 15823, Page 218**, and an Order of Taking dated September 3, 1969 and recorded in **Book 8310, Page 374**.

Meaning and intending to release and convey the Premises and buildings thereon howsoever the same may be bounded and **but reserving** unto the Grantor, under the care and control of MHC, the rights, interests, restrictions, covenants and conditions specifically contained herein affecting the “Restricted Area” in, to and upon the Premises, as more fully described below.

This conveyance is made subject to the provisions of the Act and subject to and with the benefit of all rights, restrictions and easements of record, if any, in the Suffolk District Registry of Deeds insofar as the same remain in force and applicable.

## **Preservation Restriction**

By its acceptance of this release deed, and as partial consideration therefor, the Grantee, on behalf of itself, its successors and assigns hereby agrees to be bound by the following covenants restrictions and conditions. The Grantor reserves unto itself and its MHC, in perpetuity and exclusively for preservation purposes the following described Preservation Restriction (“Preservation Restriction”) in, to and upon the Restricted Area. For purposes of the Preservation Restriction only, the Restricted Area shall include the entire Premises and also be deemed to include the exteriors of the Building located within the boundaries of the Premises, but shall not include the interiors of the Building.

### **I. Purpose.**

This Preservation Restriction is defined in and authorized by Sections 31 and 32 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts, by the Act, and otherwise by law.

The Restricted Area includes a portion of the two-story brick factory constructed in 1880 in the Italianate style, featuring simple cornice lines, a flat roof, a simple segmented, arched windows and doors (“Building”). The remaining part of the larger building is located on an adjacent parcel to be the subject of a separate preservation restriction sitting, collectively consisting of 10,841 square land, shown on the figure attached as Exhibit A hereto and incorporated herein by reference. The Building is located in part on the Premises and in part on off-locus adjacent land. The Restricted Area is significant for its architecture, archaeology and/or associations, and was individually listed in the State and National Registers of Historic Places on December 12, 1982 because it is encompassed in the Eustis Street Architectural Conservation District and is subject to the General and Specific Standards of the Eustis Street Architectural Conservation District. The present appearance and condition of the Premises and its significant character-defining architectural and historical materials, features and spaces at the time of the execution of this Agreement are documented in photographic depictions comprised of [#] of photographic images taken on [date], attached hereto as Exhibit A, and written descriptions attached hereto as Exhibit B, both Exhibit A and Exhibit B incorporated herein by reference.

The purposes of this Preservation Restriction are to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the National and State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places

The Grantor wishes to impose, and as required by the Act, certain restrictions, obligations and duties upon the Grantees, as owner of the Premises, and Grantee’s successors and

assigns with respect to maintenance, protection, and preservation of the Restricted Area in order to protect the architectural, archaeological and historical integrity thereof.

## **II. Terms.**

**A. Prohibited Activities and Uses of Restricted Areas: Prohibited Uses.** Subject to the exceptions set forth in Section II.B below, the following activities and uses are prohibited above, upon and below the Restricted Area:

1. Constructing, placing or allowing tennis courts, swimming pools, athletic facilities, billboards or other advertising display, antennas, parking areas, roadways, telecommunication towers, or above or below ground storage tanks.
2. Mining excavating, or removing soil, loam, peat, gravel sand or rock or other features from the Restricted Area with the intent of collecting or otherwise removing archaeological artifacts, except for the purpose of conducting archaeological activities approved by the State Archaeologist of MHC (or appropriate successor official).
3. Placing, filling, storing or dumping on the Restricted Area of soil refuse, trash, equipment rubbish, junk, waste or other substance or material whatsoever, except in connection with landscaping and related improvements approved by MHC.
4. The alteration, removal, repair in whole or in part of any historic or archaeological features, excepting for the purposes of historic preservation and/or public safety activities approved by the MHC (or appropriate successor official), notwithstanding that public safety officials in an emergency may immediately effect temporary measures to avoid or eliminate imminent threat to the public safety and shall notify the Grantee or successor official in accordance with Section V below.
5. Activities detrimental to erosion control, soil or archaeological conservation.
6. Any other use of the Restricted Area or activity which would materially impair significant historic preservation interests unless necessary for the protection of historic preservation interests that are subject to this Preservation Restriction.

**B. Addition, Buildings and Structures.** The Grantee agrees that the constructing, placing or allowing buildings, structures or additions (other than the Building) on the site shall only be permitted with the prior written consent of the MHC. Any building, structure or addition to the Building must be designed in accordance with the U.S. Department of the Interior's Standards for the Treatment of Historical Properties.

**C. Alterations.** The Grantee agrees that no alterations shall be made to the Restricted Area, unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (ii) the MHC has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantee, or (iii) required by casualty

or other emergency promptly reported to the MHC. Ordinary maintenance and repair of the Restricted Area may be made without the written permission of the MHC. For purpose of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement as Exhibit D and hereby incorporated by reference.

**D. Maintenance of Premises.** The Grantee agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the MHC according to 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. The Grantee may seek financial assistance from any source available to it. The Grantor, including DCAMM, DCR and MHC, does not assume any obligation for maintaining, repairing or administering the Premises.

**E. Inspection.** The Grantee agrees that the MHC may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

### **III. ARCHAEOLOGICAL CONSIDERATIONS**

The conduct of archaeological activities on the Premises, 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 State Archaeologist of the MHC (M.G.L. Ch. 9, Section 27C, 950 CMR 70.00). Upon completion of associated final archaeological reports, all recovered archaeological materials shall be transferred to the repository at the City of Boston's Archaeology Lab located at 201 Rivermoor Street, West Roxbury, MA 02132 where they will be made publically available to researchers.

### **IV. DISCOVERY OF BURIALS AND HUMAN REMAINS**

The Restricted Area may be sensitive for both ancient and historical period archaeological sites including disarticulated human remains and intact grave shafts containing human burials. The Eustis Street Burying Ground (ca. 1633) abuts the parcel. Because the below ground sensitivity of the Restricted Area is high, all agencies or persons who need permits as stipulated under Section III (above) shall make reasonable and good faith effort in consultation with the MHC early in the planning process to locate such burials that may be affected by their actions or developments. The agencies or persons, must undertake an appropriate archaeological survey in advance of any site modification to identify all archaeological resources and human burials, and implement Cultural Resource Management strategies in consultation with the MHC. A formal archaeological investigation to locate human burial shall include the systematic removal of soil in a controlled fashion to locate suspected graves while causing minimal damage to them and a toothless backhoe shall be used to slowly strip away the soil in level layers a few inches at a time, allowing an archaeologist to check for evidence in the soil of a

grave shaft above the burial. Once identified, the archaeologist shall leave burial in place undisturbed to the extent practical. If such burial cannot practically be left undisturbed, removal shall be done with proper archaeological methods and documentation in consultation with MHC.

Re-interment in an appropriate and respectful manner shall be considered the normal treatment of human remains removed from their original burial locations. Any removal, examination and re-interment, including costs for an appropriate memorial shall be at the expense of the agency or person whose project necessitates removal. The human remains must be re-interred at the earliest possible date.

In the event human remains are inadvertently uncovered during any activity on the site all work in the immediate vicinity will stop and these procedures must be followed: the remains shall not be touched, moved or further disturbed; the proper authorities must be contacted including the State Police and Medical Examiner. The Medical Examiner will investigate and determine whether the bones are human and if they are more than 100 years old. If the bones are more than 100 years old, the Medical Examiner then notifies the State Archaeologist at MHC. If such burials cannot practically be left undisturbed, removal shall be done with proper archaeological methods and documentation approved by the MHC.

#### **V. NOTICE AND APPROVAL**

Unless otherwise provided herein or by law, Grantee shall notify the MHC in writing, sent certified mail, return receipt requested, not less than sixty (60) days prior to the date Grantee intends to undertake an activity within the Premises which requires the approval of the MHC or successor official. All communications in this regard shall be provided as specified in Section V. With respect to those activities or uses which require such approval, MHC shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantee's written request therefore. Approval may be withheld only upon a reasonable determination that the action as proposed would materially impair the historic preservation interests protected by this Preservation Restriction or may violate any statute, ordinance, bylaw, rule or regulation. Failure of the MHC to respond within thirty (30) days of receipt of written request from Grantor shall be deemed to constitute approval of the matters described in the notice, so long as the notice references the provisions of this Article relating to constructive approval after the passage of time. In the event the activity proposed is necessary to address an emergency situation, either to avert historical degradation or damage or risk to public health and safety, the Grantee shall respond as soon as is practicable.

Notice in writing shall be deemed to have occurred at the earlier of (i) receipt of notice by certified U.S. mail or (ii) the date of written acknowledgement of receipt by DCAMM, MHC or Grantee, as the case may be, of notice as transmitted through an acceptable alternative means (e.g. tele-fax or email).

Any written notice required hereunder shall be sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

MHC: Massachusetts Historical Commission  
Attn: Executive Director and Clerk  
220 Morrissey Boulevard  
Boston, MA 02125

Grantee City of Boston

Attn:  
One City Hall Plaza, Room [REDACTED]  
Boston, MA 02201

#### **VI. ACCESS TO THE PREMISES**

This Preservation Restriction does not reserve a right of access to the Premises to the general public or to the Grantor, provided, however, that upon advance notice to the Grantee, Grantee shall permit MHC and MHC's staff and designated representatives access to the Restricted Area in the manner, time, and location reasonably specified by MHC, for the purpose of allowing MHC to inspect the Restricted Area and determine whether the terms of this Preservation Restriction has been complied with. Grantee covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

#### **VII. AFFIRMATIVE OBLIGATION TO DISCOURAGE LOOTING**

Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the historic interests protect by this Preservation Restriction, and shall promptly report any such disturbance promptly to the MHC or appropriate successor official. Nothing herein shall require Grantor to repair or restore the Premises in response to vandalism or other disturbance, whether caused by a third party, natural event, accident, or otherwise.

#### **VIII. DURATION**

This Preservation Restriction shall be perpetual in duration in accordance with the Act and subject to the benefit of section 32 of Chapter 184 of the General Laws. The burdens of this Preservation Restriction shall be deemed to run with the Premises and, where specified in herein, with the Restricted Area, in perpetuity and in gross and shall be binding upon and enforceable against the Grantee and all future owners of any interest in the Restricted Area. The parties agree that the reserved Preservation Restriction within this Release Deed with Preservation Restriction shall be subject to Article 97 of the Amendments to the Massachusetts Constitution. Both DCAMM and MHC are authorized to record and file any notices or instruments appropriate to assuring the perpetual enforceability of this Release Deed with Preservation Restriction. Without limiting the foregoing, the Grantee agrees to execute any such instruments upon request. The provisions hereof shall inure to and be binding upon the heirs, executors, administrators, devisees, successors and assigns as the case may be of the parties hereto

and shall be restrictions and easements running with the land in perpetuity.

#### **IX. CONDITIONS ON CONVEYANCE**

The Grantee agrees to insert an appropriate reference to this agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Premises, or any part thereof.

#### **X. ASSIGNABILITY**

Subject to the prior approval of the General Court, MHC may assign this agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties.

#### **XI. SUBSEQUENT TRANSFERS**

The Grantee agrees to incorporate by reference the terms of this Preservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises. Should the Grantee, or its successors or assigns, come to own all or a portion of the fee interest subject to this Release Deed with Preservation Restriction, the doctrine of merger shall not apply to or extinguish or limit the Preservation Restriction

#### **XII. ESTOPPEL CERTIFICATES**

Upon request by the Grantee, MHC and shall within thirty (30) days execute and deliver to the Grantee any document, including an estoppel certificate, which certifies the Grantee's compliance with any obligation of Grantee contained in this Preservation Restriction.

#### **XIII. EFFECTIVE DATE**

The Preservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals under Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded, or if registered land, it has been registered.

#### **XIV. DISCLAIMER OF LIABILITY**

Grantor does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, oil or hazardous materials, zoning, environmental laws and regulations, public safety, dam hazards, flooding, or acts not caused solely by the Grantor or its agents.

#### **XV. ACTS BEYOND THE GRANTOR'S CONTROL**

Nothing contained in this Preservation Restriction shall be construed to entitle the MHC to bring any actions against the Grantee for any injury to or change in the Premises resulting from causes beyond the Grantee's control, including but not limited to fire, flood, storm and earth movement, acts of third parties for which the Grantee is not liable, or from any prudent action taken by the Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

## **XVI. CASUALTY DAMAGE OR DESTRUCTION**

In the event that the Restricted Area or any part thereof shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantee shall notify the MHC by writing within 14 calendar 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 Restricted Area and to protect public safety, shall be undertaken by the Grantee without the MHC's prior written approval indicating that the proposed work will meet the Secretary's Standards. shall give its written approval, if any, of any proposed work to undertake the restoration/reconstruction of the Restricted Area within 30 days of receiving the request from the Grantee. If Grantee and the MHC agree that restoration/reconstruction of the Restricted Area is impractical or impossible, or agree that the Purpose of the Preservation Restriction would not be served by such restoration/reconstruction, Grantee may, with the prior written consent of the MHC, alter, demolish, remove or raze the Restricted Area, and/or construct new improvements on the Premises. MHC and Grantee may then agree to extinguish this Agreement in whole or in part.

## **XVII. ENFORCEMENT**

MHC shall have the right to take reasonable actions to prevent, abate, remedy, correct and enforce any violations of the terms of this Preservation Restriction, including the right to enforce the Preservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Restricted Area to its condition prior to the violation complained of (it being agreed that the MHC may have no adequate remedy at law), which rights shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantor. If MHC, upon inspection of the Restricted Area, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except where MHC determines that an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Restricted Area, MHC shall provide the Grantee written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court having jurisdiction determines that a violation exists or has occurred, MHC may seek to obtain an injunction to stop or enjoin the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantee to restore the Restricted Area to a condition that would be consistent with the purpose Preservation Restriction. In any case where a court finds that a violation has occurred, the court may require the Grantee to reimburse MHC and the Commonwealth's Attorney General for all of the Commonwealth's expenses incurred in stopping, preventing, and/ or correcting the violation, including, but not limited to, costs and reasonable attorney's fees. The failure of MHC to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.



Notwithstanding anything to the contrary herein contained, nothing herein is intended to create, nor may be construed to create, a right of reversion on behalf of the Commonwealth.

#### **XVIII. AMENDMENT**

Grantee, DCAMM and MHC may by mutual written agreement jointly amend this Preservation Restriction, provided that the amendment shall be consistent with the purpose of the Preservation Restriction and shall not reduce the protective controls enumerated in its terms and conditions. Any such amendment shall not be effective unless it is executed in the same manner as this Release Deed with Preservation Restriction, refers expressly to this Preservation Restriction, and is recorded with the Suffolk District Registry of Deeds.

#### **XIX. MISCELLANEOUS**

The failure of the MHC to exercise any right or remedy granted under this Preservation Restriction shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The Preservation Restriction shall be a binding restriction upon the real property that comprises the Restricted Area and shall be deemed to run with the land. Grantee's acceptance of this Release Deed with Preservation Restriction shall constitute conclusive evidence that Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

The exercise of any permitted activity or use by the Grantee under the Preservation Restriction shall be in compliance with the then-current Zoning Ordinance applicable to the Restricted Area, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state, and local environmental protection and other laws and regulations, and the Grantee agrees not to seek a variance therefrom for any purpose without written consent of the MHC. The inclusion of any permitted activity or use in this Preservation Restriction requiring a permit from a public agency does not imply that the MHC takes any position on whether such permit should be issued.

The reservation by Grantor of this Preservation Restriction and its transfer to and acceptance by MHC pursuant to section 32 of Chapter 184 of the General Laws and the provisions of the Act is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Area, and any such pre-existing rights of the public, if any, are not affected by the granting of this Deed with Conservation and Preservation Restriction.

*\*\*\* End of Preservation Restriction \*\*\**

The Premises are conveyed in their existing condition and, notwithstanding any general or special law to the contrary, the Grantor shall not retain any liability or responsibility for the same.

Pursuant to the provisions of Section 1 of Chapter 64D of the General Laws, no deed excise stamps are due on this instrument.

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IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by Carol W. Gladstone, the duly appointed and authorized Commissioner of the Division of Capital Asset Management and Maintenance, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Carol W. Gladstone, Commissioner  
Division of Capital Asset Management  
and Maintenance

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, Carol W. Gladstone, personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 purpose as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts, [as the voluntary act of the said Commonwealth](#).

(official signature and seal of notary public)

Notary Public:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

My commission expires:

\_\_\_\_\_

**CERTIFICATION PURSUANT TO M.G.L. C. 7C:**

The undersigned certifies under penalties of perjury that I have fully complied with the provisions of sections 34 and 36 of Chapter 7C of the General Laws, as modified by the Act, in connection with the property described herein.

\_\_\_\_\_

Carol W. Gladstone, Commissioner,  
Division of Capital Asset Management  
and Maintenance

**ACCEPTANCE OF GRANT**

The above Release Deed with Preservation Restriction is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the City of Boston. Grantee understands and accepts the terms of this Release Deed with Preservation Restriction and agrees to be bound by and fulfill its obligations, covenants, conditions, restrictions and easements.

By: \_\_\_\_\_  
Title:  
Duly Authorized

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_ 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which is \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the \_\_\_\_\_ of the City of Boston, as the voluntary act of said City.

**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32

**MASSACHUSETTS HISTORICAL COMMISSION**

By: \_\_\_\_\_  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss \_\_\_\_\_, 2019

On this \_\_\_\_ day of \_\_\_\_\_ 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_ on behalf of the Massachusetts Historical Commission, as the voluntary act of said Commonwealth.

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

**APPROVAL BY THE SECRETARY OF THE COMMONWEALTH  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Commonwealth of Massachusetts, on behalf of the Massachusetts Historical Commission, hereby certifies that the foregoing Release Deed with Preservation Restriction has been approved in the public interest pursuant to M.G.L. Chapter 184, section 32.

Dated: \_\_\_\_\_, 2019  
\_\_\_\_\_  
William F. Galvin,  
Secretary of the Commonwealth

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss \_\_\_\_\_, 2019

On this \_\_\_\_ day of \_\_\_\_\_ 2019, before me, the undersigned notary public, personally appeared William F. Galvin, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of the Commonwealth of Massachusetts, as the voluntary act of said Commonwealth.

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

**EXHIBIT A**

**SKETCH PLAN OF RESTRICTED AREA AND ABUTTING PARCEL**

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**EXHIBIT B**

**PHOTOGRAPHIC BASELINE DOCUMENTATION**

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**EXHIBIT C**

**WRITTEN BASELINE DOCUMENTATION**

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## EXHIBIT D

### RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Section II(B)(2), which deals with alterations to the Restricted Area. Under this section permission from the Massachusetts Historical Commission (“MHC”) is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require MHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the MHC, 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 or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

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

#### WINDOWS AND DOORS

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

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

#### EXTERIOR

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

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

#### LANDSCAPE/OUTBUILDINGS

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

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Major - New construction of buildings, structures or appurtenant facilities; moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

## WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of Construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction, such changes must be reviewed by the MHC and their impact on the historic integrity of the Restricted Area assessed.

It is the responsibility of the property owner to notify the MHC 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 MHC to review proposed alterations and assess their impact on the integrity of the Restricted Area, not to preclude future change. MHC staff will attempt to work with the Grantee to develop mutually satisfactory solutions, which are in the best interests of the Restricted Area.