

02/24/77 11:58 TR 446 RE 12-09

PRESERVATION RESTRICTION AGREEMENT

between the COMMONWEALTH OF MASSACHUSETTS

by and through the MASSACHUSETTS HISTORICAL COMMISSION and

St. James Episcopal Church

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at 80 Boylston Street, Boston, Massachusetts, hereinafter referred to as the Commission, and St. James Episcopal Church, 1901 Massachusetts Avenue, Cambridge, MA 02140 located at 1901 Massachusetts Avenue, Cambridge MA 02140 hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon as described in a deed dated January 29, 1962 from Bishop and Trustees of the Protestant Episcopal Church in the Diocese of Massachusetts to St. James' Parish recorded with the Middlesex South District Registry of Deeds at Book 9979, Page 569, which is known as St. James Episcopal Church and which is located at 1901 Massachusetts Avenue, Cambridge, Massachusetts, hereinafter referred to as the Premises; and

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following Preservation Restrictions which shall apply in perpetuity to the Premises.

These Preservation Restrictions are set forth so as to ensure the preservation of the architectural, archaeological and historical integrity of the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed on the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966.

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 Register of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: the Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing, or administering the Premises.

2. Inspection: The Grantor agrees that the Commission shall have the right to enter the Premises upon reasonable notice for the purpose of inspecting the Premises to determine whether the Grantor is in compliance with the terms of this Preservation Restriction.

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including interiors, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, what constitutes alterations of a minor nature and ordinary maintenance and repair is set forth in Exhibit A which is attached to and made part of this Preservation Restriction.

4. Assignment: The Commission may assign this Preservation Restriction to another government body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Preservation Restriction according to its terms. The invalidity or unenforceability of any part of this Preservation Restriction shall not affect the validity and enforceability of any other part of this Preservation Restriction.

6. Recording: The Grantor agrees to record this Preservation Restriction with the appropriate Registry of Deeds. A copy of the recorded Preservation Restriction shall then be filed with Commission.

7. Other Provisions:

(a). The Premises may not be subdivided without the prior written approval of the Commission.

The burden of these preservation restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and be binding upon future owners of an interest therein.

No deed stamps are required for the recording of this instrument.

WITNESS the execution hereof an an instrument under seal this 19 day of February, 1987.

Thomas W. Taylor James W. Taylor

Thomas W. Taylor James W. Taylor

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss. February, 1987

Then personally appeared before me the above-named John W. Taylor and Thomas W. Taylor, and acknowledged the foregoing to be the free act and deed of St. James Episcopal Church a/k/a St. James' Parish, before me.

[Signature]
Notary Public
My Commission Expires: August 24, 1991

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION
The undersigned executive director of the Massachusetts Historical Commission, empowered to act for the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction has been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Valerie Talmage
Valerie A. Talmage
Executive Director
Massachusetts Historical
Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss September 9, 1986

The personally appeared the above named Valerie Talmage and acknowledged the foregoing approval to be the free act and deed of the Massachusetts Historical Commission, before me

Elsa M. Fitzgerald
Notary Public
My Commission Expires: 11/3/89

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WITNESS the execution hereof as an instrument under seal
this 3rd day of February, 1987.

THE PROTESTANT EPISCOPAL DIOCESE
OF MASSACHUSETTS

by: Paul J Wren
Treasurer, The Protestant Episcopal
Diocese of Massachusetts

SUFFOLK, SS. COMMONWEALTH OF MASSACHUSETTS February 3, 1987
Then personally appeared before me the above-named PAUL J.
WREN Treasurer, and acknowledged the foregoing to be
the free act and deed of The Protestant Episcopal Diocese of
Massachusetts, before me.

R. Sandra Peice
Notary Public
My commission expires: 1/11/91

Exhibit A

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any alterations which are not of a minor nature, part of ordinary maintenance and repair, or which involves structural stabilization.

In an effort to explain what constitutes a minor alteration and what types of changes should 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 repainting of masonry.

LANDSCAPE/OUTBUILDINGS

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

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; 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/AIP CONDITIONING/ELECTPICAL/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 premise assessed.

It is the responsibility of the property owner to notify the MHC in writing when any reviewable 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. MHC staff will attempt to work with property owners to develop mutually satisfactory solutions which are in the best interests of the property.