

PRESERVATION AGREEMENT

Edward R. Emberley and Barbara C. Emberley, owners of premises at 5 Water Street, Ipswich, Essex County, Massachusetts, conveyed to them by deed recorded with the Essex South District Registry of Deeds, Book 4996, Page 155, upon which is a house built about 1690 evaluated by the Historical Commission of the Town of Ipswich (the Commission) as having significant historical architectural value and being especially worthy of preservation, in consideration of such technical advice and assistance as the Commission may render, hereby agree for themselves and their heirs and assigns as owners of said premises with the Town of Ipswich not to permit any alterations to be made to the following exterior and interior features:

- The front and side facades of the original 1690 building, including specifically the wooden roof shingles and wooden wall clapboards;
- The central frame including primary and secondary members;
- The feather edged paneling in the first floor right front room of the original 1690 building;
- The wooden architectural elements including if any, paneling, mantelpieces, doors and other molded detail on the inner walls of the two second story bedrooms of the original 1690 dwelling;

unless with prior written approval of the Commission, which shall not be unreasonably withheld. The Commission shall act upon written request for such approval within thirty days of its receipt, and shall give notice of any disapproval to the owners in writing with reasons. If a request for approval is not disapproved by the Commission within thirty days, it shall be deemed approved. In case of disapproval the owners may within thirty days after the notice of disapproval request a review of the disapproval by a person of competence and experience in such matters, designated by the Massachusetts Historical Commission or its chairman or acting chairman. The finding of this review shall be made in writing within sixty days after the request, and shall be binding on the owners and the Commission. The cost of such review shall be shared by the Commission, unless otherwise provided for, but its share shall not exceed one-half the cost or one-half of one per cent of the assessed valuation of the building in question, whichever is lesser.

Ordinary and necessary repairs and maintenance not materially affecting features listed above shall not be considered alterations. In case of damage by fire or other casualty so serious as to cause reconstruction to be reasonably adjudged to be impractical, this agreement shall terminate, and otherwise shall remain in effect until 2100 A.D., or if approved by the Board of Selectmen of the Town of Ipswich and the Massachusetts Historical Commission, without limit of time.

The Ipswich Historical Commission acting on behalf of the Town of Ipswich pursuant to General Laws, Chapter 40, Section 8-D hereby accepts the above agreement.

Witness the execution hereof under seal in duplicate this 3rd day of June, 1971.

Edward R. Emberley
Barbara C. Emberley

IPSWICH HISTORICAL COMMISSION

By John D. Emley
Chairman

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

November 12, 1971

Then personally appeared the above-named Edward R. Emberley and Barbara C. Emberley and acknowledged the foregoing instrument to be their free act and deed, before me,

Richard P. Goodkin
Richard P. Goodkin
Notary Public

My Commission expires: December 23, 1977