

PRESERVATION RESTRICTION AGREEMENT

This document is intended to preserve the single-family dwelling presently known as 17 Mineral Street, Ipswich, Essex County, Massachusetts (the "Property"). Because the house is of historical significance, the Owners execute this restriction with the intent to preserve the structure as set forth herein.

The parties to this agreement are the present owners of the Property, PETER M. ADAMOWICZ, JOANNE C. ADAMOWICZ and JOSEPH W. ADAMOWICZ, JR. (the "Owners") and the IPSWICH HISTORICAL COMMISSION acting on behalf of the Town of Ipswich (the "Commission"). The Ipswich Historical Commission is the duly appointed commission of the Town of Ipswich, Massachusetts, pursuant to Massachusetts General Laws Chapter 40, Section 8D.

In consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, the Owners do hereby grant, release and convey to the Commission, its successors and assigns, this Preservation Restriction Agreement as follows:

The house, built about 1884, has been evaluated by the Commission as having significant historical architectural value and being especially worthy of preservation. The Owners agree for themselves and their heirs and assigns as owners of the Property not to permit any alterations to be made to the following exterior and interior features:

1. Interior: Front stairway (including newel, finial, railing and balusters); and
2. Exterior: Victorian and Italianate decorative elements, including ornamental porch and cornice brackets, window hoods, double arch windows, pilasters, corner columns, astragals, and dentil molding and front door transom windows;

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 (30) 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 (30) 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 (60) days after the request, and shall be binding on the owners and the Commission.

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 December 31, 2118, or if approved by the Board of Selectmen of the Town of Ipswich and the Massachusetts Historical Commission, without limit of time.

Any person selling the Property or any portion thereof, shall, prior to making such sale, apply to the Commission for a certificate of compliance on a form provided by the Commission and, upon receipt of a certificate of compliance, or of non-compliance, as applicable, shall submit a copy of same to the buyer of the Property.

The Commission shall cause the Property to be inspected for compliance within fourteen (14) calendar days and shall issue a certificate of compliance, or shall issue a certificate of non-compliance which identifies the nature of the non-compliance and the action required by the applicant to achieve compliance. Failure of the Commission to conduct an inspection of the Property or to issue a certificate of compliance (or non-compliance) within said fourteen (14) days period shall be deemed as an approval of the application provided the Commission has been given reasonable opportunity to access the Property within said fourteen (14) day period.

By making an application, the applicant grants to the Commission the right of entry onto the applicant's property for the purpose of making the necessary inspection. Entry shall not occur except upon prior notice to the applicant and only during regular business hours or at another reasonable time acceptable to the applicant.

For Owners' title, see the deed of Peter M. Adamowicz, Trustee of the Adamowicz Family Trust, recorded in the Essex South District Registry of Deeds, Book _____, Page ____.

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 _____ day of _____, 2019.

IPSWICH HISTORICAL COMMISSION

PETER M. ADAMOWICZ

By: _____
Chairman

JOANNE C. ADAMOWICZ

JOSEPH W. ADAMOWICZ, JR.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared PETER M. ADAMOWICZ, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared JOANNE C. ADAMOWICZ, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared JOSEPH W. ADAMOWICZ, JR., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC