

**HISTORIC PRESERVATION RESTRICTION**

THIS HISTORIC PRESERVATION RESTRICTION is made this 23<sup>rd</sup> day of January, 2009, by and between THE CENTERVILLE HISTORICAL SOCIETY, INC., a Chapter 180 non-profit corporation, with an address of 513 Main Street, Centerville, Barnstable County, Massachusetts 02632 (hereinafter "Grantor") and THE INHABITANTS OF THE TOWN OF BARNSTABLE, a Massachusetts municipal corporation known as the TOWN OF BARNSTABLE organized under a charter adopted pursuant to Mass. Const. Amend. Art. 89 § 3 on April 11, 1989 with principal offices C/O Town Manager at New Town Hall, 367 Main Street, Hyannis, Barnstable County, Massachusetts, 02601-3907 (hereinafter "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is owner of certain real property located at 513 Main Street in the Town of Barnstable, Village of Centerville, and County of Barnstable, Commonwealth of Massachusetts, described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property"), and being Parcels A and B as shown on a plan of land recorded with Barnstable County Registry of Deeds in Plan Book 93, Page 23, and described in deeds dated August 30, 1957 and September 27, 1974, recorded with said Deeds in Book 987, Page 128, and Book 2103, Page 211 respectively, and which said Property includes the following structures:

The Property contains two buildings and a shed. The primary building is a 14-room structure (hereinafter the "Building"), made up of the following components:

The Mary Lincoln House, a wood-framed structure in the Greek Revival style, built in 1840 and acquired by the Grantor in 1952. It has five rooms on two floors. The foundation is masonry and rubble. Exterior fabric is painted wood clapboards on the principal elevations and painted wood shingles on the north façade. The roof is asphalt composition shingles.

An addition was built in 1962 south of and adjoining the Mary Lincoln House. It contains one room on the first floor and two rooms on the ground floor

below. It is wood-framed, with a concrete foundation, painted wood clapboards on the exterior and an asphalt single roof.

The Charles Lincoln Ayling addition, built in 1972 and adjoining the 1963 addition on the south and east. It contains two rooms at the first floor, with one large room and ancillary spaces on the ground floor and one large room at the second floor. It is wood-framed, with concrete foundation,

513 Main St.  
Centerville

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painted wood clapboards on the west elevation and unpainted wood shingles on the south and east sides. The roof is asphalt composition shingles. During this construction, the kitchen of the Mary Lincoln House was enlarged in order to reproduce an early Barnstable fireplace and kitchen. As a result, the east wall of the Mary Lincoln House is brick on the exterior.

An addition was built in 1992, consisting of two rooms at the first floor level. It is wood-framed, with a concrete foundation, unpainted wood shingles on the exterior and an asphalt built-up roof.

The total area of the Building is approximately 7,800 square feet.

Grantor operates a museum in the Building, which is known as The Centerville historical Museum.

To the north of the Building is a utilitarian, wood-framed structure built in 1845 and acquired by the Grantor in 1976. Known as the Clark Lincoln Tin Shop, it currently serves as a residence. It contains four rooms on the first floor and one room on the second floor. Exterior fabric is painted wood clapboards on the west, south and north sides, with unpainted wood shingles on the east. The total area of the Tin Shop is approximately 1,100 square feet.

At the northeast corner of the Building is a small utility shed, c. 1972 or later. The total area of the utility shed is approximately 80 square feet.

The Property is more particularly described in a series of photographs (Exhibit "B") attached hereto and incorporated herein.

WHEREAS, the Property is a contributing resource to the Centerville Historic District, listed on the National and State Registers of Historic Places on November 10, 1987; and

WHEREAS, the Building contains over 9,000 objects housed in 13 display rooms; and

WHEREAS, the Building does not presently have a climate control system that adequately protects its extensive collections from extremes of temperature, relative humidity, dust and dirt; and

WHEREAS, the preservation of the Museum's collections will contribute to the preservation and maintenance of the Museum, which is an important part of the Village of Centerville; and



WHEREAS, updating the Building's climate control system should result in more members of the public visiting the Museum as it will be more comfortable in hot and humid weather; and

WHEREAS, Grantee is authorized to accept historic preservation restrictions to protect property significant in national and state history and culture under the provisions of M.G.L. chapter 184, sections 31, 32, and 33 (hereinafter "the Act"); and

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter "preservation values") and significance of the Building and the Museum's collections, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building and collections; and

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on the Property will assist in preserving and maintaining the Property and its architectural, historic and cultural features for the benefit of the people of the Town and County of Barnstable, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in gross in perpetuity as set forth herein pursuant to the Act;

NOW, THEREFORE, in consideration of the payment of \$70,000.00 by Grantee, the receipt of which is hereby acknowledged, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to M.G.L. chapter 184, sections 31, 32, and 33, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction (hereinafter "the Restriction") in gross in perpetuity over the Property.

### **PURPOSE**

**1. Purpose.** It is the purpose of the Restriction to assure that the exterior architectural, historic, and cultural features of the Building and the exterior grounds surrounding said Building on the Property will be retained and maintained forever substantially in its current condition for conservation and preservation purposes, and to prevent any change to the exterior of the Building that will significantly impair or interfere with the Building's preservation values. Specifically excluded from this Restriction are the detached buildings described above as a small utility shed and the Clark Lincoln Tin Shop.

### **GRANTOR'S COVENANTS**

**2.1 Grantor's Covenants: Covenant to Maintain.** Grantor agrees at all times to maintain the Building in the sound structural condition and good state of repair in accordance with the Secretary of the Interior's Standards for the Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Re-constructing

Historic Buildings (36CFR67) as these may be amended from time to time (hereinafter the "Secretary's Standards") and with the terms of this paragraph. It is Grantor's intent that the Building shall be maintained substantially in its physical appearance, material composition and condition as it exists at the date of this Restriction. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor as necessary to preserve the Building in sound structural condition and a good state of repair. Subject to the casualty provisions of paragraphs 5.1 and 5.2, this obligation to maintain shall require replacement in kind, rebuilding, repair, and reconstruction of the Building following the Secretary's Standards whenever necessary.

**2.2 Grantor's Covenants: Prohibited Activities.** The Building or any part thereof shall not be demolished, removed, or razed (by affirmative action or through neglect or failure to repair and maintain) except as provided in paragraphs 5.1 and 5.2.

**2.3 Grantor's Covenants: New Construction.** Grantor agrees that all new construction to the Building and the construction of new structures on the Property shall preserve historic materials, features, and spatial relationships that characterize the Building and the Property. To protect the integrity of the Building, all new construction shall be compatible with the historic materials, features, size, scale, proportion and massing of the Building and shall be in strict compliance with the Secretary's Standards. In addition to any submission required under paragraphs 3.1 and 3.3, Grantor shall submit to Grantee information, including plans, specifications, designs, and materials where appropriate, and a timetable of activity, for all proposed new exterior construction on the Property. Within sixty (60) days of receipt of Grantee's receipt of any plan or written request for approval hereunder, Grantee 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 Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

### **GRANTOR'S CONDITIONAL RIGHTS**

**3.1 Conditional Rights Requiring Approval by Grantee.** Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change to the Building and any change in material or color and the footprint, size, mass, ridge line and roof lines of the Building.

Activities by Grantor to maintain the Building which are not intended to change the materials and exterior appearance of the Building and which are of a minor nature and are intended to be performed in accordance with provisions of section 2.1 shall not require



the prior approval of Grantee. Examples of minor and major activities are provided in the Restriction Guidelines attached hereto as Exhibit "C" and hereby incorporated into the Restriction by reference.

**3.2 Archaeological Activities.** The conduct of archaeological activities, 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 (Massachusetts General Laws, chapter 9, section 27C, 950 C.M.R. 70.00).

**3.3 Review of Grantor's Requests for Approval.** Grantor shall submit to Grantee for Grantee's approval of those conditional rights set out at paragraph 3.1 two copies of information (including plans, specifications, designs, and materials where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of receipt of Grantee's receipt of any plan or written request for approval hereunder, Grantee 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 Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

**3.4 Standards for Review.** In exercising any authority created by the Restriction to inspect the Property; 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, Grantee shall apply the Secretary's Standards.

#### **GRANTOR'S RESERVED RIGHTS**

**4. Grantor's Reserved Rights Not Requiring Further Approval by Grantee.** Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by Grantee without further approval by Grantee:

(a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; and (ii) are not inconsistent with the Purpose of this Restriction;

(b) the right to maintain and repair the Building strictly according to the Secretary's Standards, provided that the Grantor use 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 Building. Changes in appearance, materials, colors or workmanship from that existing prior to the maintenance and repair requires the prior approval of the Grantee in accordance with the provisions of paragraphs 3.1 and 3.2;

(c) the right to make changes of any kind to the interior of the Building that is not contrary to the terms of the Restriction; and

(d) the right to construct additions to the exterior and build additional structures on the Property, provided however that any such, addition, or new structure to the Building shall comply strictly with the Purpose of the Restriction and with the Grantor's Covenants set forth in Paragraphs 2.3 and 3.1 herein.

### **CASUALTY DAMAGE OR DESTRUCTION; INSURANCE**

**5.1 Casualty Damage or Destruction.** In the event that the Building or any part thereof shall suffer major damage or destruction by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction or such reasonable time thereafter, depending upon the circumstances 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 to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at Grantor's expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and Grantee, 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 and/or reconstruction work necessary to return the Building to the condition existing at the date thereof.

**5.2 Review After Casualty Damage or Destruction.** If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee 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 9, Grantor and Grantee 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, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may then agree to extinguish this Restriction in whole or in part in accordance with the requirements of the Act, with the laws of the Commonwealth of Massachusetts and with Paragraph 9.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee 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's arbitration statute then in effect.

**5.3 Insurance.** Grantor shall keep the Building insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from 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 Grantee, within ten (10) business days of Grantee'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.

### **INDEMNIFICATION; TAXES**

**6.1 Indemnification.** Except for any instance of gross negligence or willful misconduct on the part of Grantee or Grantee's agent, director, officer, employee, or independent contractor, the following shall apply: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors working for Grantee from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's 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 Property; 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, death or other damage occurring on or about the Property; unless such injury, death or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee. 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.

**6.2 Taxes.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property.

### **ADMINISTRATION AND ENFORCEMENT**

**7.1 Written Notice.** Any notice, report, submission, request for approval or other communication which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if to Grantor, addressed to President, The Centerville Historical Society, 513 Main Street, Centerville MA 02632; and if to Grantee, addressed to Town Manager's Office 367 Main Street, Hyannis, MA 02601-3907.

Each party may change its address set forth herein by a notice to such effect to the other party.

**7.2 Evidence of Compliance.** Upon request by the 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 evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

**7.3 Inspection.** With the consent of Grantor, representatives of Grantee shall be permitted at reasonable times to inspect the Building each May on an annual basis at the convenience of both Grantor and Grantee. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

**7.4 Grantee's Remedies.** Grantee may, after thirty (30) days' prior written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to the extent of the protection afforded by this restriction require the restoration of the Building to the condition and appearance protected by this



restriction that existed prior to the violation complained of. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any reasonable costs or documented expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs, and attorney's, architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse Grantee pursuant to the terms of this Paragraph, the amount of such reimbursement, until discharged, shall constitute a lien on the Property.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

**7.5 Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the 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.

**7.6 Plaque.** Grantor agrees that Grantee at Grantee's expense may provide and maintain a plaque or marker on the Building, which plaque or marker shall not exceed 6 inches by 24 inches in size, giving notice of the significance of the Building and the existence of this Restriction. The plaque or marker shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld, and shall be placed in a location visible to the public to be determined by the Grantor.

#### **BINDING EFFECT; ASSIGNMENT**

**8.1 Runs with the Land.** Except as provided in paragraphs 5.2 and 9.1, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. 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" and "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 to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including without limitation a leasehold interest for a term greater than one year.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner 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, 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 hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of less than one year.

**8.2 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 organization that is a "qualified organization" that qualifies under the Act as an eligible donee whose purposes, *inter alia*, are to promote preservation or conservation 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 as a condition of the transfer. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

**8.3 Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the County of Barnstable. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of the County of Barnstable.

### **EXTINGUISHMENT**

**9.1 Extinguishment.** Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Building in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but are not limited to, partial or total destruction of the Building resulting from casualty. Extinguishment shall meet the requirements of the Act for release of a Restriction. In the event of total building loss or any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property) resulting in extinguishment, the consideration of \$70,000.00 paid by the Grantee for the Restriction shall be paid to the Grantee.

**9.2 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. In the event of a purchase in lieu of a taking, Grantee shall be paid the consideration of \$70,000.00 paid by Grantee for the Restriction.

### **INTERPRETATION**

**10. 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 effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

(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 agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(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.

### **AMENDMENT**

**11. 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 the Restriction or the status of Grantee under the laws of the Commonwealth of Massachusetts. Any such amendment shall be

consistent with the protection of the preservation values of the Building and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement 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 land records of the County of Barnstable. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

**PUBLIC ACCESS**

**12. Public Access.** Grantor agrees to provide public access to the Property and the Building on a continuing basis during regularly scheduled hours. Nothing in this Restriction shall prohibit a reasonable non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.

THIS RESTRICTION reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands this 23rd day of January, 2009.

GRANTOR:

GRANTEE:

The Centerville Historical Society, Inc.

Town of Barnstable

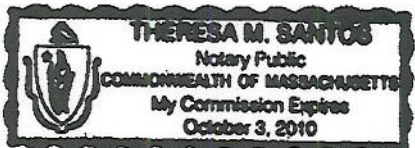
BY: <u>Royden C. Richardson</u> ROYDEN RICHARDSON, President	<u>John C. Klimm</u> JOHN C. KLIMM, Town Manager
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COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 23<sup>rd</sup> day of January, 2009, before me, the undersigned notary public, personally appeared Royden Richardson, 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.



Theresa M Santos  
Notary Public  
My Commission Expires 10/3/2010

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 26<sup>th</sup> day of January, 2009, before me, the undersigned notary public, personally appeared John C. Klimm, 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.

Linda R. Wheelden  
Notary Public  
My Commission Expires Feb 07, 2014



**APPROVAL AND ACCEPTANCE BY TOWN COUNCIL  
OF THE TOWN OF BARNSTABLE**

I, the undersigned PRESIDENT of the Barnstable Town Council, hereby certify that at a meeting held on March 27, 2008, the Barnstable Town Council voted to approve and accept the foregoing Historic Preservation Restriction by The Centerville Historical Society, pursuant to Massachusetts General Laws, chapter 184, section 32, and also hereby certify at said meeting we made a finding that this Restriction is in the public interest.

*Frederick Chirigotis*  
FREDERICK CHIRIGOTIS, President,  
Barnstable Town Council

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 27 day of January, 2009, before me, the undersigned notary public, personally appeared Frederick Chirigotis, 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.

BARBARA ANN FORD NOTARY  
MY COMMISSION EXPIRES  
AUGUST 1, 2014

*Barbara Ann Ford*  
Notary Public  
My Commission Expires August 1, 2014



**APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

Date: February 5, 2009

*Brona Simon*  
BRONA SIMON, Executive Director  
and Clerk



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 5<sup>th</sup> day of February, 2009, before me, the undersigned notary public, personally appeared Brona Simon, 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.

Nancy Maida  
Notary Public  
My Commission Expires January 19, 2012



EXHIBIT A

The land with any structures thereon located in the village of Centerville, Town and County of Barnstable, Massachusetts, described as follows:

PARCEL B, containing 18,210 square feet of land, more or less, and being shown on a plan of land entitled, "Plan of Land Centerville-Barnstable, Mass. as surveyed for James F. Colgan Scale 1 inch= 30 feet May 1950," which plan is recorded with Barnstable County Registry of Deeds in Plan Book 93, Page 23.

Said land is subject to a reverter in favor of the Town of Barnstable in the event the property ceases to be used for historical purposes.

For title to Parcel B, see deed dated August 30, 1957, recorded with Barnstable Deeds in Book 987, Page 128.

PARCEL A, containing 13,190 square feet of land, more or less and being shown on the above entitled plan.

For title to Parcel A, see deed dated September 27, 1974, recorded with said Deeds in Book 2103, Page 211.

PROPERTY ADDRESS: 513 Main Street, Centerville MA 02632

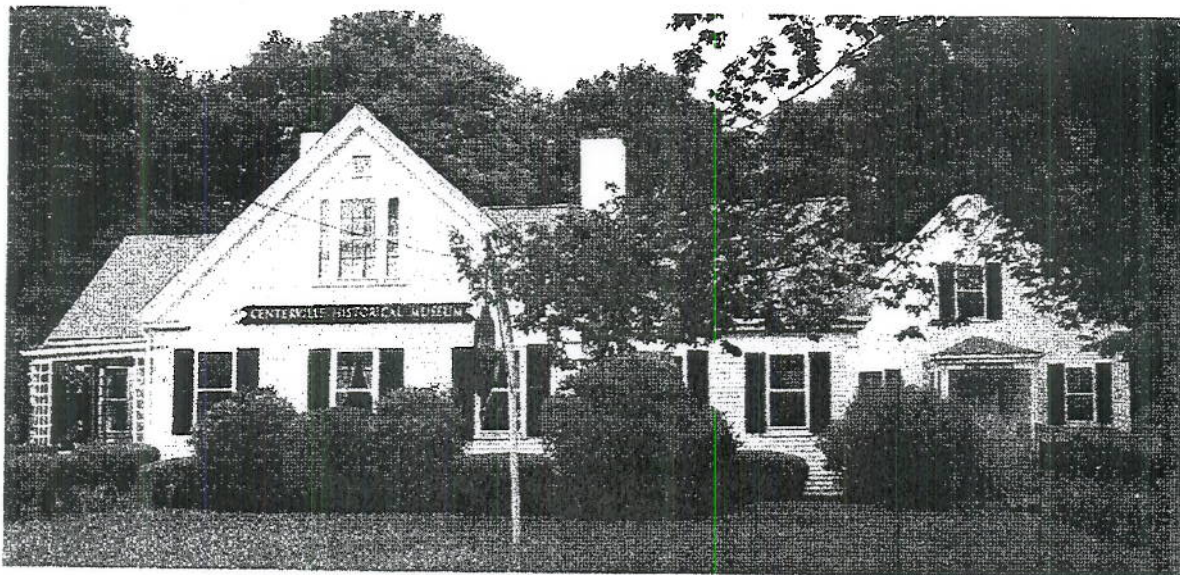


**EXTERIOR PHOTOGRAPHS**

*Centerville Historical Museum*

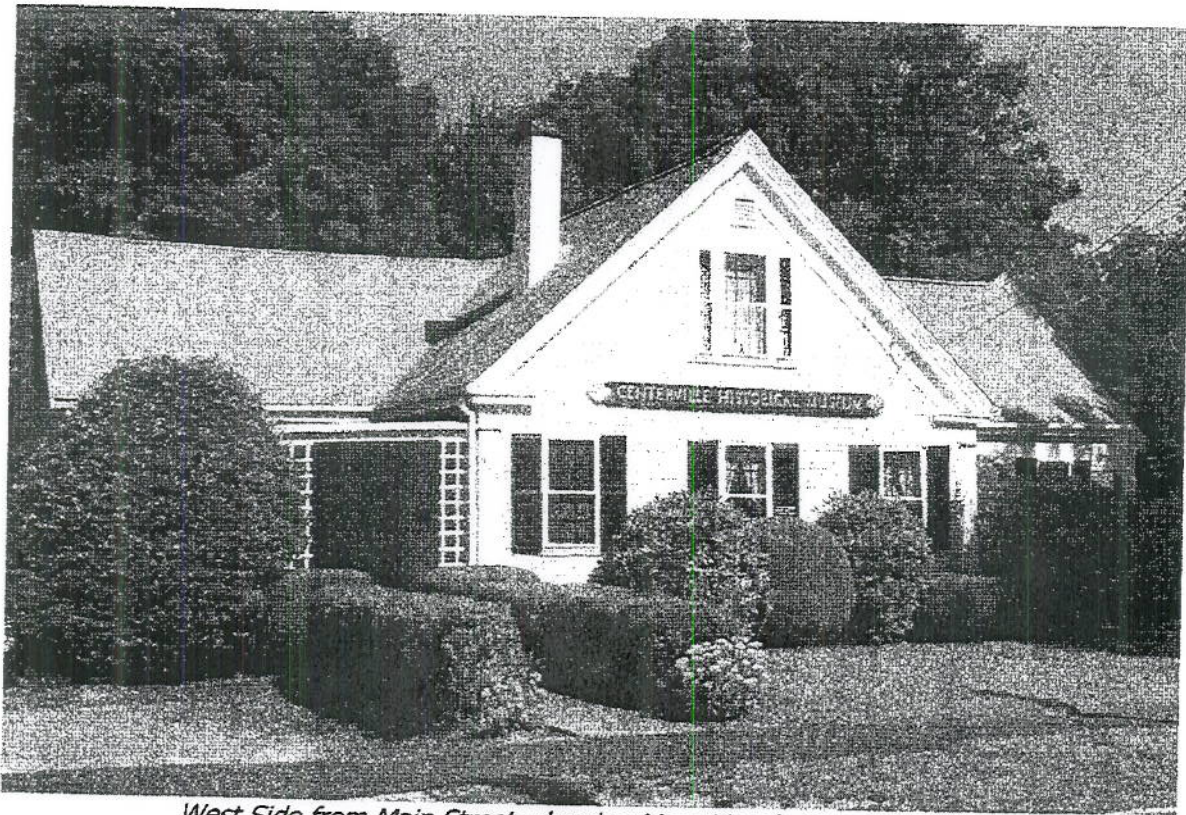
**CENTERVILLE, MASSACHUSETTS**

**August, 2008**  
(Revised November 2008)



*Centerville Historical Museum, west side as seen from Main Street*





*West Side from Main Street, showing Mary Lincoln House (c. 1842)*

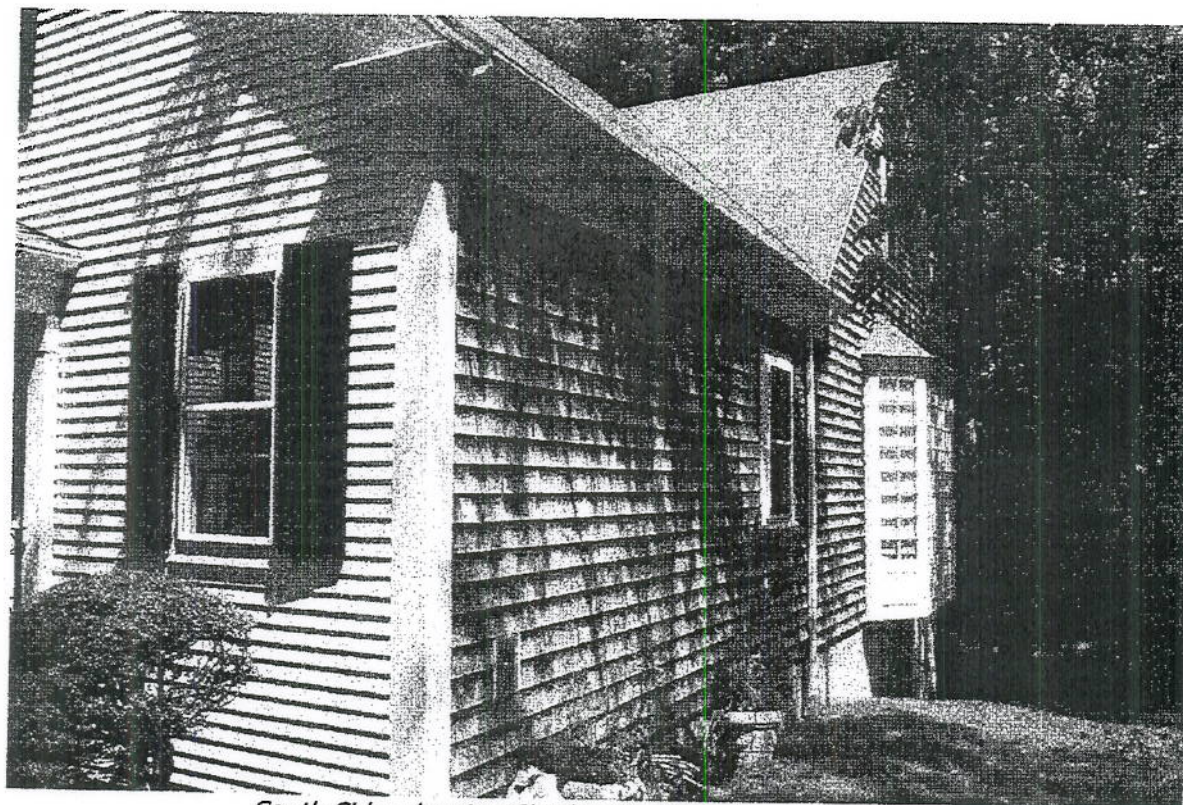


*West Side & Museum Entrance, showing Addition (1962) & Charles Lincoln Ayling Wing (1972)*





*South Side, showing Addition (1962)*

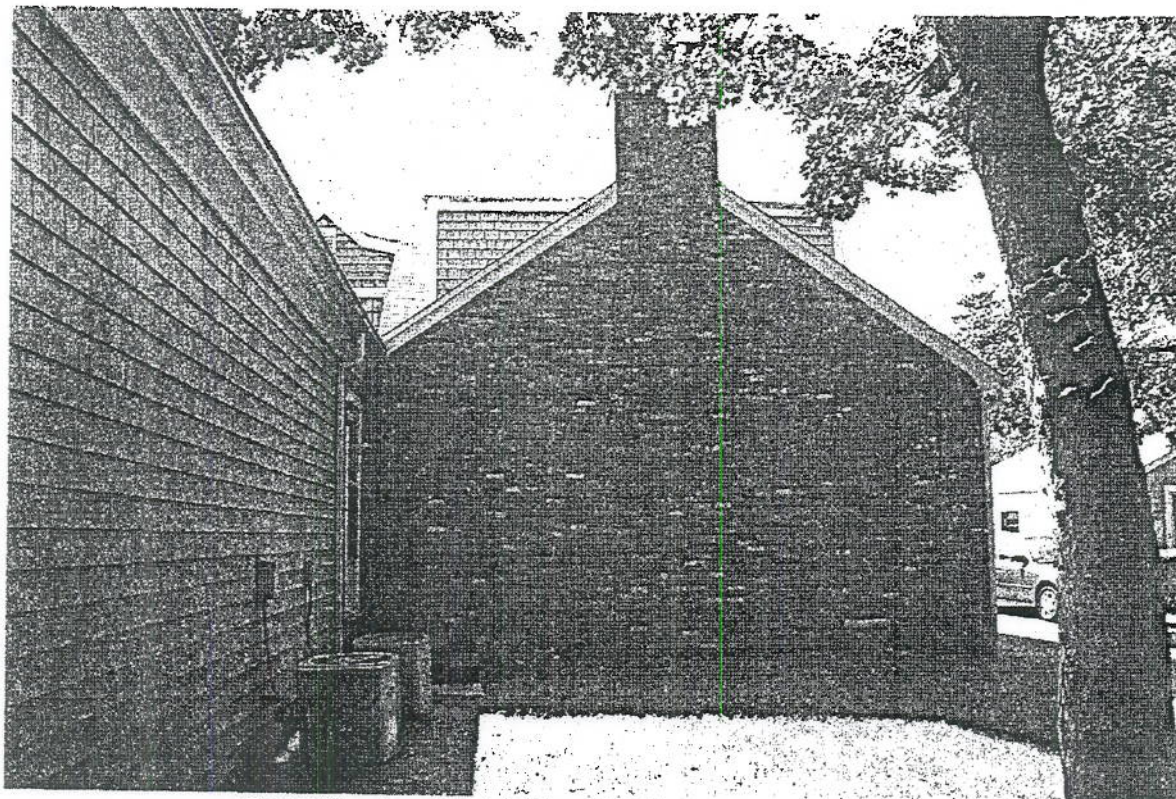


*South Side, showing Charles Lincoln Ayling Wing (1972)*



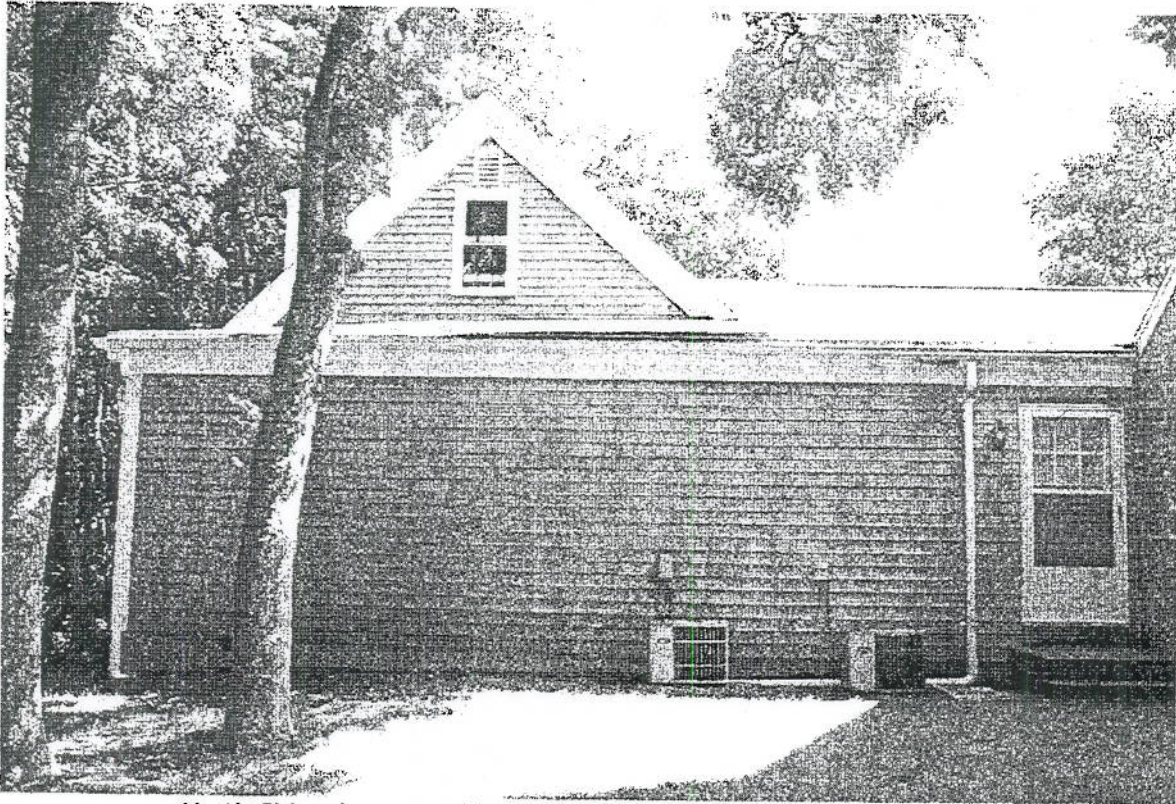


*East Side, showing Charles Lincoln Ayling Wing (1972)*

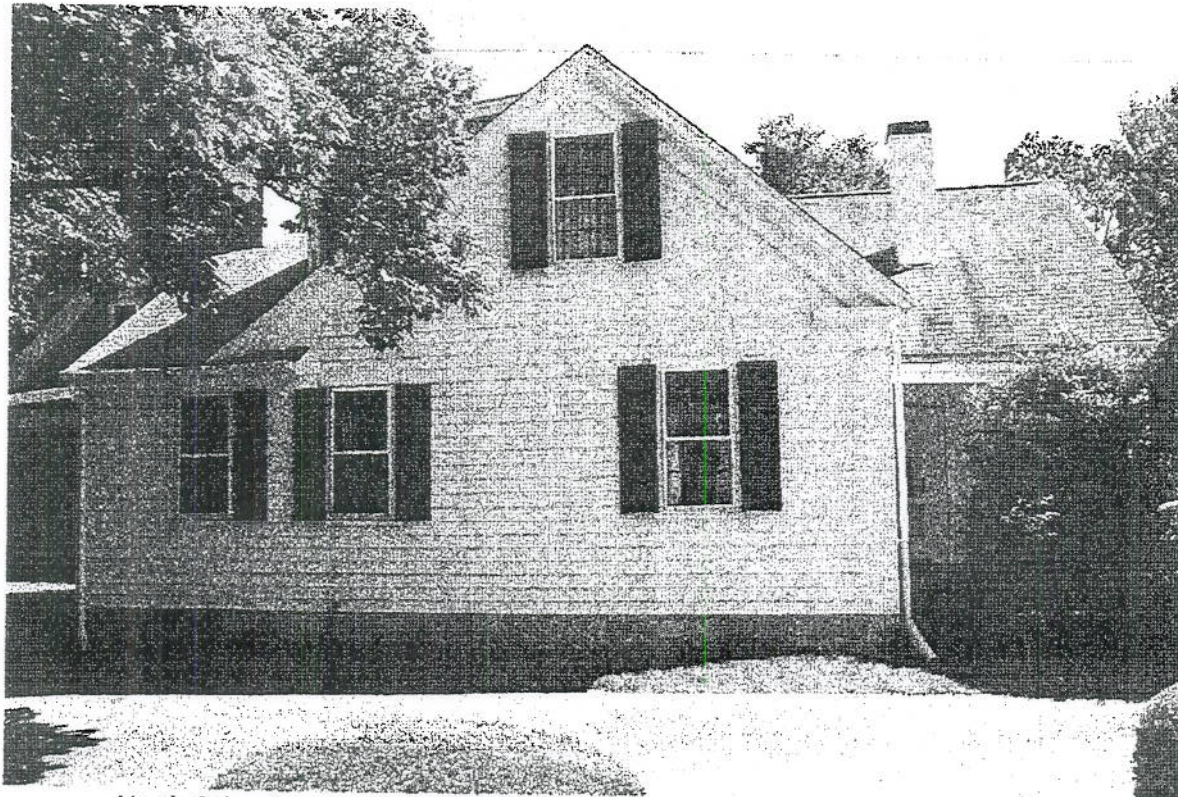


*East Side, showing Addition (1972) to Mary Lincoln House*



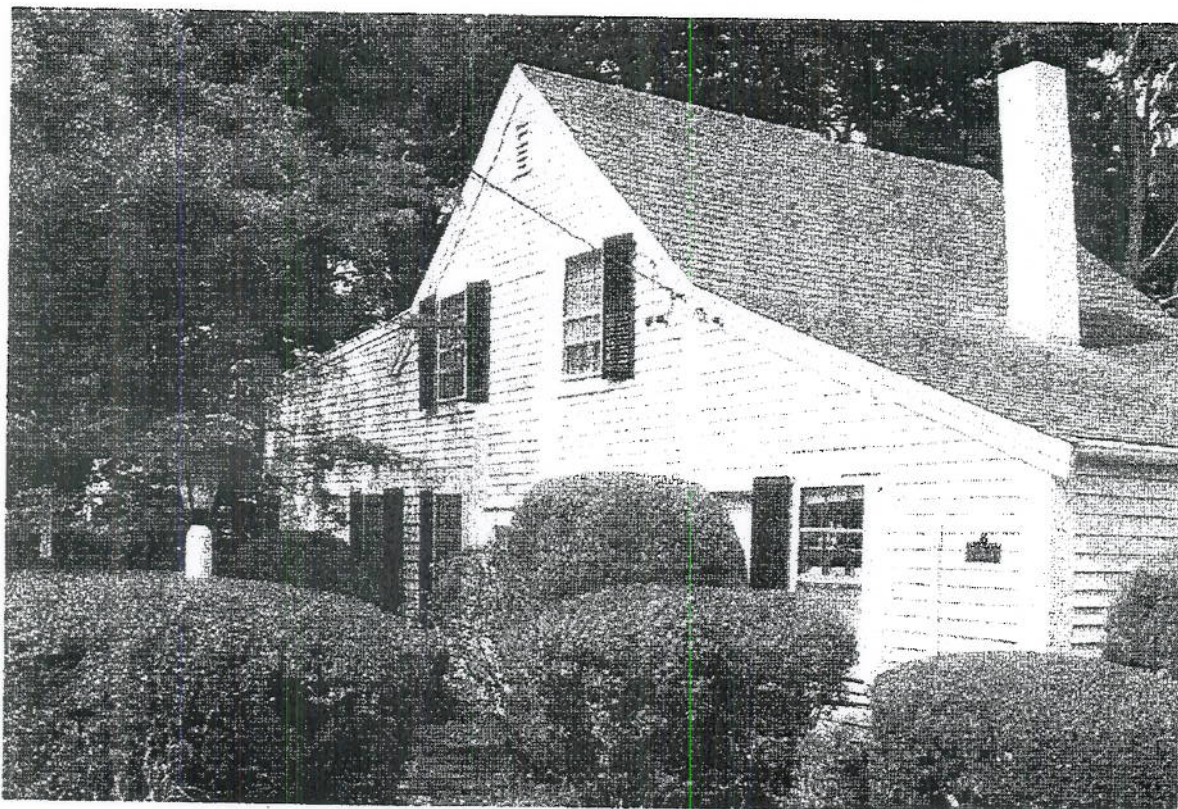


*North Side, showing Addition (1992) to Charles Lincoln Ayling Wing*

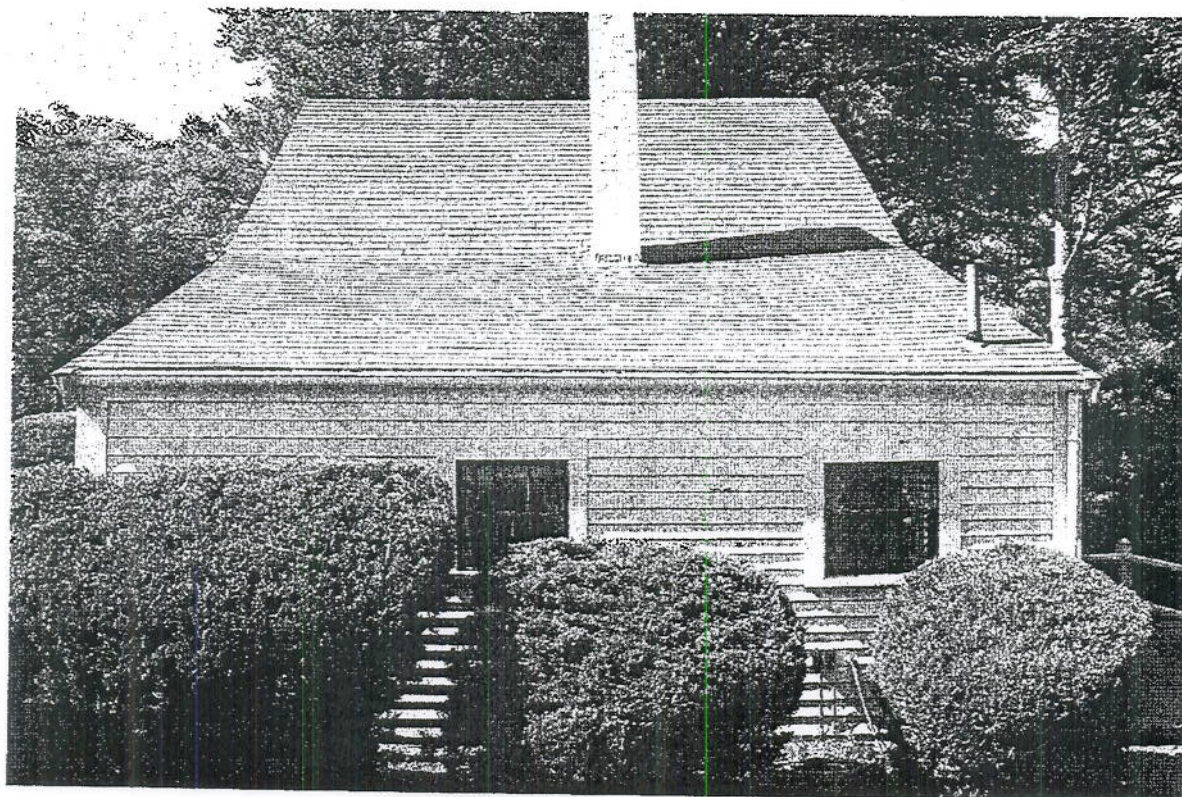


*North Side, showing Mary Lincoln House with small addition (1972) on left end*





*West Side, Clark Lincoln's Tin Shop (1845)*

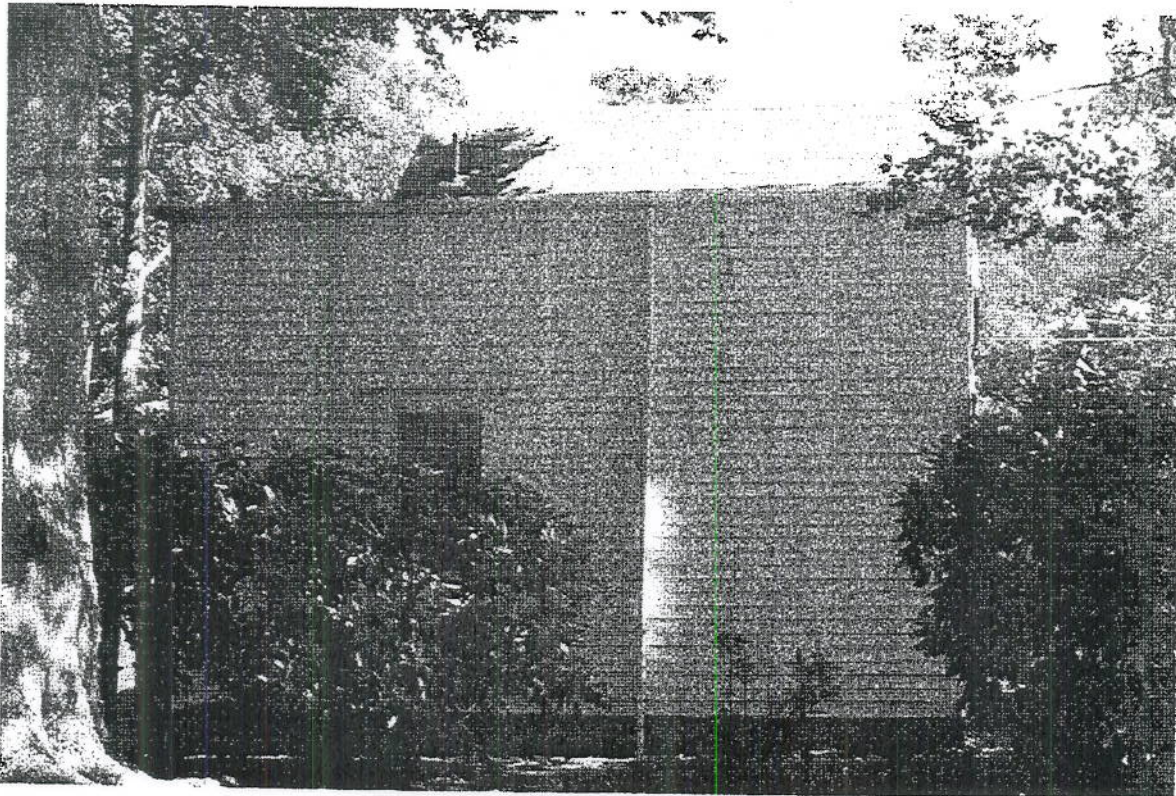


*South Side, Clark Lincoln's Tin Shop*



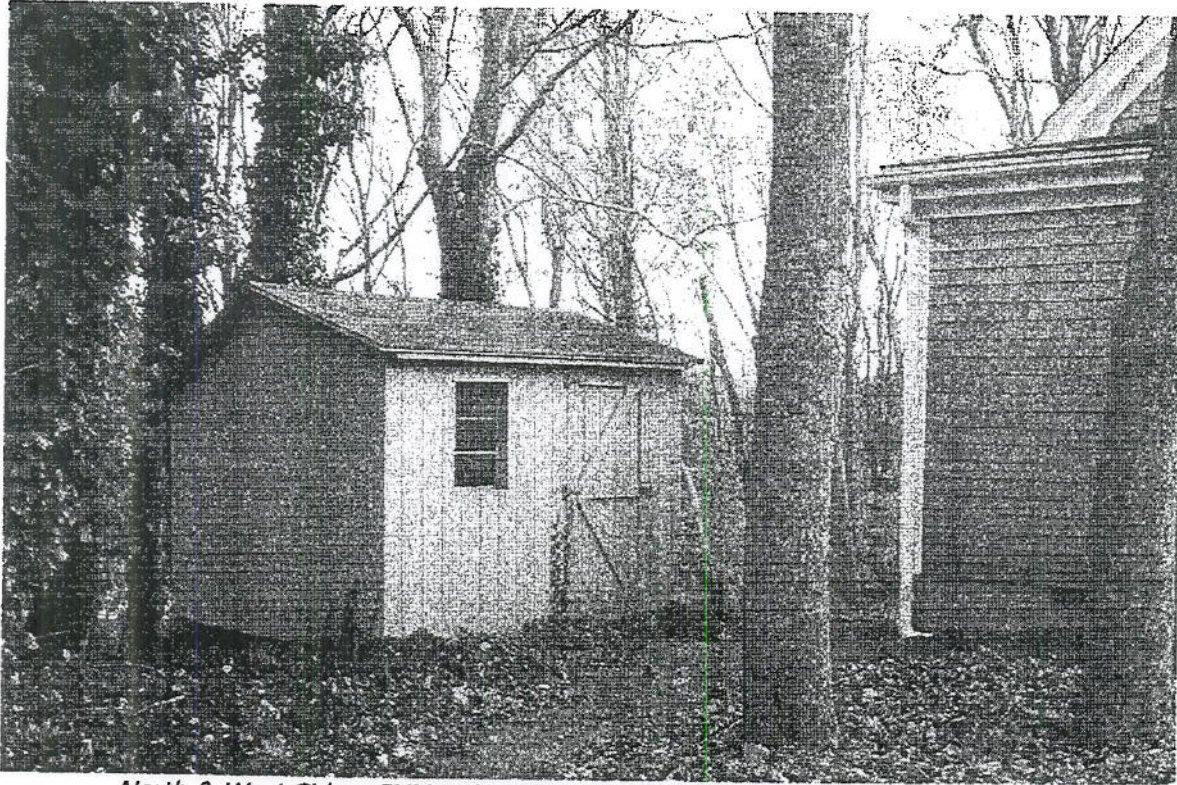


*East Side, Clark Lincoln's Tin Shop*



*North Side, Clark Lincoln's Tin Shop*





*North & West Sides, CHM Utility Shed (c. 1992?), with 1992 Addition on right*



## EXHIBIT "C"

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph 3.1 of the terms of the Restriction, which deals with alterations to the Property. Under said Paragraph 3.1, permission from the Grantee is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Grantee review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change which must be reviewed by the Grantee, 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 the property owner.

## 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, ornamental woodwork, stone, masonry, decorative or significant original stucco or 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.

Major: Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, planting; ground disturbance affecting archaeological resources.

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor: Repair of existing systems.

Major: Installing or upgrading systems which will result in major exterior appearance changes (i.e., exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

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

It is the responsibility of the property owner to notify the Grantee in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Restriction is to enable the Grantee to review proposed alterations and to assess their impact on the integrity of the structure, not to preclude future change. Grantee will attempt to work with the property owner to develop mutually satisfactory solutions which are in the best interests of the Property.



**OLD BUSINESS (Public Hearing - may be acted upon) (Roll call)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2008-115  
INTRO: 03/20/08, 03/27/08**

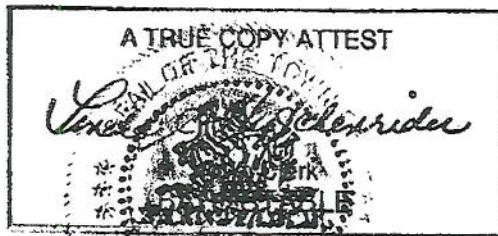
**2008-115 COMMUNITY PRESERVATION FUND APPROPRIATION FOR HISTORIC PRESERVATION - CENTERVILLE MUSEUM ON 513 MAIN STREET**

**ORDERED**, that pursuant to the provisions of G.L. c. 44B, the sum of Seventy Thousand and No/100 (\$70,000) Dollars be appropriated and transferred from Undesignated Community Preservation Funds for Historic Preservation in the Community Preservation Fund on June 21, 2007, under agenda item 2007-162; and that the Town of Barnstable, Growth Management Department is authorized to contract for and expend the amount of \$70,000 with the prior approval of the Town Manager, for the update of the climate control system and new insulation at the museum located at 513 Main Street, Centerville, MA, Map 207, Parcel 048, to be secured by a Historic Preservation Restriction.

**Sponsor:** Town Manager upon recommendation of the Community Preservation Committee

DATE	ACTION TAKEN
<u>3/27/08</u>	<u>Roll Call 13 Yes</u>
_____	_____

- Read item
- Motion to Open Public Hearing
- Rationale
- Public Hearing
- Close public hearing
- Council discussion
- Move/vote





**CERTIFICATE OF CORPORATE VOTE  
OF  
CENTERVILLE HISTORICAL SOCIETY, INC.**

I, Christopher Babcock, do hereby certify:

That I am the Secretary of Centerville Historical Society, Inc.

That at a meeting of the Directors of said corporation held on the 13<sup>th</sup> day of January, 2009, the following resolution was unanimously adopted:

VOTED: That the Society accepts historic preservation restrictions and authorizes the President, Royden Richardson, to sign any and all documents regarding said restrictions for the Society.

IN WITNESS WHEREOF, I have hereunto set my hand this 13<sup>th</sup> day of January, 2009.

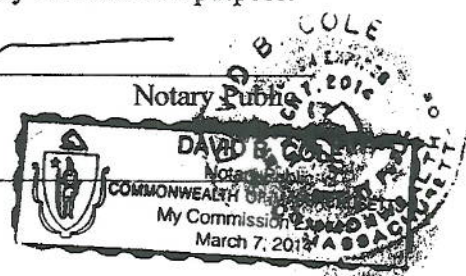
Christopher Babcock  
Secretary

COMMONWEALTH OF MASSACHUSETTS  
BARNSTABLE, SS.

On this 14<sup>th</sup> day of January, 2009 before me, the undersigned notary public, personally appeared Christopher Babcock, Secretary of Centerville Historical Society, Inc., proved to me through satisfactory evidence of identification which was Mass. Driver's License, to be the person whose name is signed above on this document, and acknowledged to me that he/she signed it voluntarily for the stated purpose.

[Signature]

My commission expires \_\_\_\_\_







*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

February 10, 2009

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office

**THE CENTERVILLE HISTORICAL SOCIETY, INC.**

is a domestic corporation organized on **October 22, 1952 (Chapter 180).**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

Secretary of the Commonwealth



Processed By nem

\* This is not a tax clearance. Certificates certifying that all taxes due and payable by the corporation have been paid or provided for are issued by the Department of Revenue.