

4. The vertical wide pine sheathing in the attic stairwell.

5. The wide board pine floors throughout the house.

unless with prior written approval of the Commission, which shall not be unreasonably withheld. The Commission shall act upon written request for approval within thirty days of its receipt, and shall give notice of any disapproval to the Owner 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 Owner 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 Owner 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 percent of the assessed valuation of the building in question, whichever is cheaper.

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.

The foregoing Preservation Agreement is authorized by Massachusetts General Laws Chapter 184, Sections 31 through 33, and otherwise by law, and is intended to ensure that the exterior and interior features described above are preserved for their historically significant architecture. The burden of this Agreement will run with the land will be binding on all future owners of an interest therein. The right of enforcement shall be as provided in said Chapter 184, as it may be amended from time to time.

This Agreement does not give to the Town of Ipswich, to the public, or to any other person any right to enter upon the premises, except as follows: there is hereby granted to the Town through the Commission the right to enter the premises for the purpose of inspecting the same to determine compliance herewith, of enforcing this Preservation Agreement, or of taking any and all actions with respect to the premises as may be necessary or appropriate with or without order of court, to remedy, or abate any violation hereof.

The rights hereby granted to the Town of Ipswich shall be in addition to, and not in limitation of, any other rights and remedies available to the Town for enforcement of this Agreement.

The Owner intends that this Agreement be an easement in gross perpetuity. It shall remain in effect until 2100 A.D., or, if the approvals of governmental instrumentalities indicated below are obtained, in perpetuity. This Agreement shall become effective upon the recording thereof in the Registry of Deeds for Essex County.