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PRESERVATION RESTRICTION AGREEMENT

Between the Trustees of the Samuel Minot Jones Memorial Library and

The Town of Amherst

THIS PRESERVATION RESTRICTION AGREEMENT is entered into on this 16th day of March, 2022, by and between The Jones Library, Inc. ("Grantor"), having an address of 43 Amity Street, Amherst, Massachusetts, and the Town of Amherst, a municipality of the Commonwealth of Massachusetts, acting by and through its Historical Commission pursuant to G.L. c. 40, § 8D ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located at 43 Amity Street in the Town of Amherst, Hampshire County, Massachusetts, more particularly described on the following five Grantor's deeds recorded with the Hampshire County Registry of Deeds: 1) dated July 28, 1925 and recorded with Book 817, Page 82; 2) dated July 28, 1925 and recorded with Book 817, Page 97; 3) dated October 6, 1925 and recorded with Book 819, Page 309; 4) dated October 14, 1925 and recorded in Land Court with Book 1, Page 309 (noted on Certificate of Title No. 82 and shown as Parcel C on Land Court plan in Book 1, Page 77); 5) dated February 25, 1927 and recorded with Book 833, Page 138, and in Exhibit A, as depicted in Exhibit B, the Existing Conditions Survey Plan of Land Located in Amherst, Massachusetts (Hampshire County) prepared by The Berkshire Design Group Inc., dated September 8, 2016, a copy of which is attached hereto and incorporated herein as Exhibit B (hereinafter referred to as the "Property"), which Property is improved by a Building originally constructed in 1927-28 known as the Samuel Minot Jones Memorial Library (hereinafter the "Building"); and

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Amherst and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the "Act");

WHEREAS, Grantee has designated the Amherst Historical Commission to administer, manage, and enforce preservation agreements;

WHEREAS, the Building was built in 1927-28 with funds bequeathed by Samuel Minot Jones, who wished his native town to benefit from a library building and cultural center, and was designed by the architectural firm of William E. Putnam, Jr. and Allen Cox as a stone Colonial Revival structure with a gambrel roof, symmetrical façade, and clapboard side wings, the stone for the building having been collected from mill sites, foundations, and old stone walls in Amherst and the surrounding towns;

WHEREAS, because of its architectural, historic and cultural significance, including its important local associations with the Town of Amherst, the Building and Property were listed in

the State and National Registers of Historic Places on December 27, 1991 as a contributing resource to the Amherst Central Business District; and

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

WHEREAS, the preservation values of the Building and Property are documented in Exhibits A, B, C, D, E, and G (hereinafter, collectively "Baseline Documentation") attached hereto and incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the date of this Preservation Restriction Agreement;

WHEREAS, the Baseline Documentation includes the following:

1. Legal Property Description (Exhibit A)
2. Existing Conditions Survey Plan of Land Located in Amherst, Massachusetts (Hampshire County) prepared by The Berkshire Design Group Inc., dated September 8, 2016 (Exhibit B)
3. Comprehensive Description of Exterior Appearance, Including Elevations and Character-Defining Features (Exhibit C)
4. Ten (10) Baseline Photographs of Current Exterior Elevations taken November 2015 and August 2016 (Exhibit D)
5. Existing Elevations, Jones Library, 43 Amity Street, Amherst, MA 01002 prepared by Finegold Alexander Architects, Inc., dated December 27, 2017 (Exhibit E)
6. Statement of Significance (Exhibit G)

WHEREAS, Grantor has undertaken work to renovate and rehabilitate the Building, which renovation and rehabilitation included the work set forth in Grantor's Application for Community Preservation Funding (the "Work"), as set forth more particularly in the Grant Agreement between Grantor and Grantee (the "Grant Agreement");

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in the preservation and maintenance of the Building and its architectural, historic and cultural features for the benefit of the people of the Town of Amherst, the County of Hampshire, the 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 and in perpetuity on the Property and the Building pursuant to the Act.

NOW, THEREFORE, in consideration of One Hundred Forty Thousand Dollars (\$140,000.00) paid, which funds have been used for the rehabilitation, restoration, and preservation of the Property, including the Building, as specified more particularly in the Grant Agreement, and the receipt of which is hereby acknowledged, Grantor does hereby irrevocably

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grant and convey unto the Grantee a Preservation Restriction Agreement in gross and in perpetuity over the Property described in the Baseline Documentation.

PURPOSE

1. Purpose. It is the purpose of this Preservation Restriction Agreement to assure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building will be forever retained and maintained substantially in their current condition and to prevent any use or change in the Property that will significantly impair or interfere with the Building's preservation values.

GRANTOR'S COVENANTS

2.1 Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Building in as good structural condition and sound state of repair as that existing on the date of this Preservation Restriction Agreement and/or the completion of the Work and otherwise in the condition required by this Preservation Restriction Agreement, and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property and/or the Building. Grantor's obligation to maintain shall require replacement, repair, reconstruction and where necessary replacement in kind by Grantor whenever necessary to preserve the Building in a good, sound and attractive condition and state of repair. The above notwithstanding, new landscaping or gardens may be created, and surface materials on paths or drives may be changed, only as provided under paragraph 3.1. Subject to the casualty provisions of paragraphs 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building whenever necessary in accordance with The Secretary of Interior's Standards for The Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"). The Grantor may apply for and receive grants and other funds for this purpose.

2.2. Prohibited Activities.

The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) The Building shall not be moved, demolished, removed or razed except as described in paragraphs 6 and 7;
- (b) No barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street (Amity Street) of the Property or the Building without the prior approval of the Grantee;
- (c) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property; and
- (d) No above ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded; and
- (e) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit.

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GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without prior express written approval of the Grantee, which approval shall 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 additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the façades of the Building, and any change in design, material or color thereof. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with paragraph 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this paragraph, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines which are attached to this Preservation Restriction Agreement as Exhibit F and incorporated by reference.

3.2 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in paragraph 3.1, Grantor shall submit to Grantee, for Grantee's approval, two copies of information (including plans, specifications and designs, 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 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 Grantors' 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, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time, and provided that nothing herein shall be construed to permit the Grantor to undertake any of the activities prohibited hereunder.

3.3 Conditional Rights Requiring the Approval of the Massachusetts Historical Commission. The conduct of archeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (G.L. Ch.9, Section 27C, 950 CMR 70.00)

STANDARDS FOR REVIEW

4. Grantee shall apply Secretary's Standards whenever (a) exercising any authority created by this Preservation Restriction Agreement to inspect the Property; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

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GRANTORS' RESERVED RIGHTS

5. Grantors' Rights Not Requiring Further Approval by Grantee. Subject to the provision 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 Preservation Restriction Agreement and by Grantee without further approval by Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Preservation Restriction Agreement.
- (b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Building strictly accordingly to the Secretary's Standards. As used in this subparagraph the right to maintain and repair shall mean the use by Grantor of 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. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of 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, provided such changes do not alter materially the appearance of the exterior of the Building or affect the structural integrity of the Building in contravention of this Preservation Restriction Agreement.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

6. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed 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, such notification including what, if any, emergency work has 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 of the work. 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 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.

7. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 6 and assessing the availability of insurance proceeds, Grantor and Grantee agree that

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the Purpose of this Preservation Restriction Agreement 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 to at least the total of the casualty insurance proceeds available to Grantor and Grantee.

If, after reviewing the report and assessing the availability of the insurance proceeds, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of this Preservation Restriction Agreement would not be served by such restoration/ reconstruction, Grantor may with prior written consent of Grantee, alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to seek to extinguish this Preservation Restriction Agreement in accordance with the laws of the Commonwealth of Massachusetts and paragraph 21.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds, Grantor and Grantee are unable to agree that the Purpose of this Preservation Restriction Agreement 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 arbitration statute then in effect, and all other applicable laws, rules, and regulations.

8. Insurance. Grantor shall keep the Property insured by an insurance company rated "A or A-" or better by Best's for the full replacement value against loss from the 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 Property and Building.

INDEMNIFICATION; TAXES

9. Indemnification. Grantor shall indemnify, hold harmless and defend at its own cost and expense under and up to the limits of their insurance coverage, Grantee, its agents, directors and employees, and/or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person on or about the Property; physical damage to the Property; or other injury or damage occurring on or about the Property, except to the extent to which such injury or damage is caused by Grantee or agent, employee, contractor and/or representative of Grantee.

10. Taxes. Grantor shall pay all general taxes, special taxes, and special assessments if the Property is no longer tax-exempt. Grantor shall also pay all water charges, sewer service charges, and other charges that are not paid by Grantee, if any, which may become a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

11. Written Notice. Any notice Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile

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transmission, registered or certified mail with return receipt requested or hand delivered; if to Grantor, at 43 Amity Street, Amherst, MA 01002, and if to Grantee, at Amherst Town Hall, 4 Boltwood Avenue, Amherst, MA 01002, Attention: Amherst Historical Commission.

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

12. **Evidence of Compliance.** Upon request by 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 Preservation Restriction Agreement to the extent of the Grantee's knowledge thereof.

13. **Inspection.** With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to enter the Property, including the interior of the Building, to inspect if the Building is being maintained in good structural condition and sound state of repair and if any change made to the interior of the Building materially alters the appearance of the exterior of the Building. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

14. **Grantee's Remedies.** The rights hereby granted shall include the right to enforce this Preservation Restriction Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Preservation Restriction Agreement by ex parte, temporary, preliminary and or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the restoration of the Property and Building to the condition and appearance required under this Preservation Restriction Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except as provided herein, either party may submit a dispute to binding arbitration and settle it in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, and regulations. Notwithstanding the foregoing, Grantee agrees that, except in the case of an emergency (it being acknowledged that an emergency includes, but is not limited to, any act or omission that materially and substantially conflicts with the preservation values and/or is prohibited under Section 2.2, and whereupon Grantee may exercise all legal and equitable rights and remedies herein granted), Grantee will not take any enforcement action unless (a) Grantor has sent written notice to Grantee, specifying Grantee's failure to comply with the terms of this Preservation Restriction Agreement, (b) Grantee fails to cure the same within thirty (30) days from the date of the Grantee's notice, and (c) if either party has submitted the dispute to an arbitrator, the parties fail to reach an agreement.

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

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Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of 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.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

15. 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.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for the Grantee to explain the terms of this Preservation Restriction Agreement to potential new owners prior to sale closing.

17. Liens. Any lien on the Property created pursuant to any paragraph of this Preservation Restriction Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Preservation Restriction Agreement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

BINDING EFFECT; ASSIGNMENT

18. Runs with the Land. Except as provided in paragraphs 7 and 21, the rights and obligations created or imposed by this Preservation Restriction Agreement shall be in effect in perpetuity and shall be deemed as a binding servitude upon the Property. This Preservation Restriction Agreement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee 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 successors and assigns.

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 bona fide transfer. The restrictions, stipulations and covenants contained in this Preservation Restriction Agreement shall be inserted by Grantor, verbatim or 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 but not limitation, a lease of all or a portion of the Property.

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19. Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Preservation Restriction Agreement to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under the Act, as amended, whose purposes, inter alia, are to promote preservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Preservation Restriction Agreement was granted will continue to be carried out.

20. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Preservation Restriction Agreement in the land records of Hampshire Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Preservation Restriction Agreement take effect on the day and year this instrument is executed by Grantor and Grantee.

EXTINGUISHMENT

21.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Preservation Restriction Agreement and necessitate extinguishment of this Preservation Restriction Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must be the result of a judicial proceeding and shall meet the requirements of the Act for extinguishment including approvals following public hearings both by the Town of Amherst and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

21.2 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 the Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the Property that is subject to the taking and all incidental and direct damages from the taking. All expenses reasonably incurred by Grantor and the Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

INTERPRETATION

22. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of this Preservation Restriction Agreement:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Preservation Restriction Agreement 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 is executed in two counterparts, one of which is to be retained by the Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart retained by the

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Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

- (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 Preservation Restriction Agreement 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 is enforceable by reason of statute, common law or private agreement either in existence now or at any time subsequent hereto.
- (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 government entity to accommodate the purpose of both this Preservation Restriction Agreement and such ordinance or regulation.

AMENDMENT

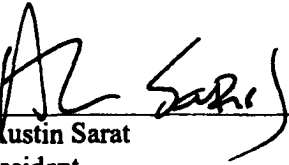
23. Amendment. If circumstances arise under which an amendment to or modification of this Preservation Restriction Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Preservation Restriction Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Preservation Restriction Agreement or the status of Grantee under the Act, or any applicable laws, including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Preservation Restriction Agreement; shall not affect its perpetual duration; shall not permit residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Preservation Restriction Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records of Hampshire Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment to consult or negotiate regarding any amendment.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16th
day of March, 2022.

GRANTOR:

JONES LIBRARY, INC.

By: 
Name: Austin Sarat
Title: President

By: 
Name: Robert Pam
Title: Treasurer

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COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 16th day of March, 2022, before me, the undersigned Notary Public, personally appeared Austin Sarat, who proved to me through satisfactory evidence of identification, which was Known to me, 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 purpose as President of the Board of Trustees of the Jones Library, Inc.

Angela Mills
Notary Public
My Commission Expires



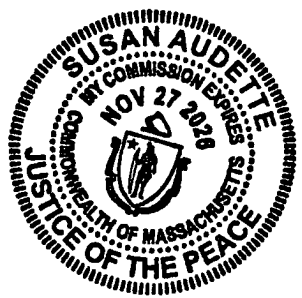
Angela Mills
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
2/27/2026

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 6th day of April, 2022, before me, the undersigned Notary Public, personally appeared Robert Pam, who proved to me through satisfactory evidence of identification, which was MA driver's license, 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 purpose as Treasurer of the Board of Trustees of the Jones Library, Inc.

Susan Audette
Notary Public
My Commission Expires 11-27-26



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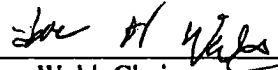
ACCEPTANCE OF PRESERVATION RESTRICTION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16th
day of March, 2022.

GRANTEE:

TOWN OF AMHERST,
By its HISTORICAL COMMISSION

We, the undersigned, being a majority of the Historical Commission of the Town of Amherst, Massachusetts, hereby certify that at a public meeting duly held on March 16, 2022, the Amherst Historical Commission voted to accept the foregoing Preservation Restriction Agreement.




Jane Wald, Chair



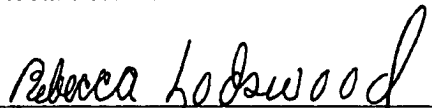
Patricia J. Auth



Katherine Davis



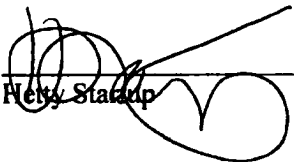
Robin Fordham



Rebecca Lockwood



Janet Marquardt



Hedy Stalup

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COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 6th day of April, 2022, before me, the undersigned Notary Public, personally appeared Jane Wald, member(s) of the Amherst Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Chair of the Amherst Historical Commission on behalf of the Town of Amherst.



ANGELA J. HILYARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 4, 2028

Angela J. Hilyard
Notary Public
My Commission Expires 8-4-28

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 4 day of April, 2022, before me, the undersigned Notary Public, personally appeared Patricia J. Auth, member(s) of the Amherst Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Member of the Amherst Historical Commission on behalf of the Town of Amherst.



ANGELA J. HILYARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 4, 2028

Angela J. Hilyard
Notary Public
My Commission Expires 8-4-28

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COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 31 day of March, 2022, before me, the undersigned Notary Public, personally appeared Katherine Davis, member(s) of the Amherst Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Member of the Amherst Historical Commission on behalf of the Town of Amherst.

Angela Mills
Notary Public
My Commission Expires



Angela Mills
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
2/27/2026

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 1st day of April, 2022, before me, the undersigned Notary Public, personally appeared Robin Fordham, member(s) of the Amherst Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Member of the Amherst Historical Commission on behalf of the Town of Amherst.

Amber Martin
Notary Public
My Commission Expires 10/30/2026



AMBER L. MARTIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 30, 2026

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COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 31st day of March, 2022, before me, the undersigned Notary Public, personally appeared Rebecca Lockwood, member(s) of the Amherst Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was MA Drivers License, 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 purpose as Member of the Amherst Historical Commission on behalf of the Town of Amherst.



AMBER L. MARTIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 30, 2026

Amber Martin
Notary Public
My Commission Expires 10/30/2026

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 4th day of April, 2022, before me, the undersigned Notary Public, personally appeared Jahet Marquardt, member(s) of the Amherst Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was MA Driver's License, 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 purpose as Member of the Amherst Historical Commission on behalf of the Town of Amherst.



ANGELA J. HILYARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 4, 2028

Angela J. Hilyard
Notary Public
My Commission Expires 8-4-28

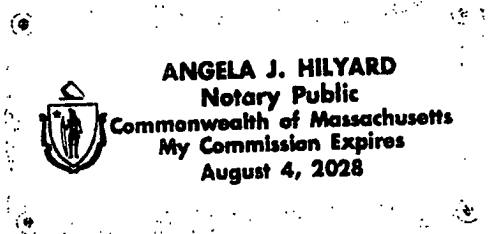


00021770

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 4th day of April, 2022, before me, the undersigned Notary Public, personally appeared Hetty Startup, member(s) of the Amherst Historical Commission, as aforesaid, who ^{is personally known} proved to me through satisfactory evidence of identification, which was _____, 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 purpose as Member of the Amherst Historical Commission on behalf of the Town of Amherst.



Angela J. Hilyard
Notary Public
My Commission Expires 8-4-28

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APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the foregoing Preservation Restriction Agreement to the Town of Amherst, acting by and through the Amherst Historical Commission (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to G.L. Chapter 184, Section 32.

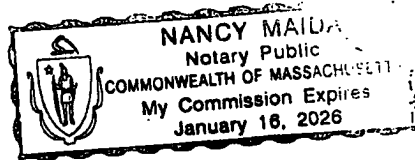
MASSACHUSETTS HISTORICAL COMMISSION

By: Brona Simon
Brona Simon, Executive Director and Clerk

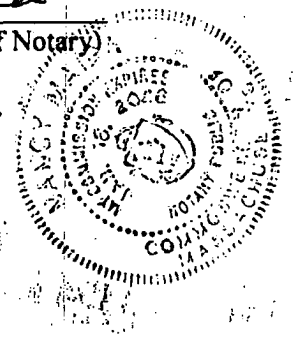
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 07 day of April, 2022, before me, the undersigned Notary Public, personally appeared Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Massachusetts Historical Commission.



Nancy Maida
(Official Signature and Seal of Notary)
My commission expires:
January 16, 2026



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Property is shown as "Jones Library" on the Existing Conditions Plan, and described below:

Parcel 1 - Book 817, Page 82

A certain tract or parcel of land situate on Amity Street in said Amherst, bounded and described as follows, viz: - West and North on land of heirs of Sarah Emerson; East on land of Whipple and land formerly of the heirs of Dr. O.F. Branch now of the Pariseau children; South on said Amity Street. Containing sixty rods more or less and being the same tract described in deed recorded in Hampshire County Registry of Deeds in Book 142, at Page 141.

Parcel 2 - Book 817, Page 97

A certain parcel of land with the buildings thereon, known as number thirteen (13) on Amity Street in said Amherst, bounded and described as follows, namely: Beginning as the Southwesterly corner of the described premises on said Amity Street at land of Ephraim Y. Cosby, and running thence North about 2⁰ West seven (7) rods and eight (8) links to a stake and stones; thence North 6⁰ East four (4) rods and ten (10) links to land of Frank S. Whipple; then North 88⁰ East along land of said Whipple five (5) rods and two (2) links to land now or formerly of Isaac M. Labrovitz; thence South 3⁰ East along land now or formerly of said Labrovitz twelve (12) rods and ten (10) links to said Amity Street; thence Westerly on said Amity Street four (4) rods and two (2) links to the place of beginning, or however the premises may now be described.

Parcel 3 - 819, Page 309

A certain parcel of land situate in said Amherst on the westerly side of the highway leading from Amherst to Sunderland, bounded and described as follows:- Beginning at the Northwesterly corner of said parcel on said highway and at land formerly belonging to the heirs of Joseph Montague and now of one Papas; and running thence Westerly on land of said Papas to the land of heirs of Mrs. Sarah Emerson; thence southerly on land of said Emerson heirs and land of the late Chester Stratton to the corner of the fence as the same now stands; thence Easterly on land of Charles F. Branch, and Henry Adams to land belonging to the estate of L.J. Spear at a stake and stones in the line eight (8) feet West of the wood shop of said Spear; thence Northerly in a line parallel with and eight (8) feet from said wood shop at its West end to a stake and stones (4) feet North of the North side of the said shop; thence Easterly in a line parallel with and four (4) feet from the North side of said wood shop to the highway first mentioned; thence Northerly on the said highway to the first mentioned corner. Containing fifty (50) rods more less.

Being the premises conveyed to me by Frank A. Cadwell by deed dated October 28, 1901, and recorded in Hampshire Registry of Deeds in Book 552, at Page 263, with the exception of a triangular piece of land conveyed by me to Joab Stowell, by deed dated February 9, 1911, and recorded in said Registry in Book 664, at Page 311. By this deed and by another deed of even date herewith conveying my title to a parcel of registered land, I intend to convey to this grantee all the land now owned by me and situated on the westerly side of said highway leading from Amherst to Sunderland.

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Parcel 4 - Land Court with Book 1, Page 309

A certain parcel of land situate in said Amherst, bounded and described as follows: Beginning at the Northeasterly corner of the granted premises at an iron pipe, the same being the Southeasterly corner of the land now or formerly of Byron H. Williams and Mary Williams; and running thence South 87 19' West seventy-seven and five one-hundredths ($77 \frac{5}{100}$) feet on land of said Byron H. Williams and Mary Williams to a post, said post being at the Northeast corner of land now or formerly of Felicia E. Welch; thence South 6 38' East seventy-one and five tenths ($71 \frac{5}{10}$) feet on land of said Welch to a stone monument; thence North 79 22' East seventy-eight and thirty-seven one-hundredths ($78 \frac{37}{100}$) feet on land of this grantee to an iron pin; thence North 8 3' West sixty and four-tenths ($60 \frac{4}{10}$) feet to the point of beginning; containing five thousand one hundred and nineteen and two-tenths ($5119 \frac{2}{10}$) square feet.

Being the premises the title to which is registered as Certificate of Title No. 82 in the registration records of the Hampshire Registry of Deeds in Book 1 at page 308 and shown as Parcel C on a subdivision plan appearing in Book 1, Page 77 Land Court Registration of titles for Hampshire County.

Parcel 5 - Book 833, Page 138

A certain tract or parcel. of land with all buildings thereon situated on the North side of Amity Street, in said Amherst, and bounded and described as follows, to wit: North by land now or formerly of Frank S. Whipple and land now or formerly of the heirs of Lewis J. Spear; East by land now or formerly of the heirs of Lewis J. Spear, land of the Town of Amherst, and land of The First National Bank of Amherst; South by said Amity Street; and West by land of The Jones Library, Incorporated.

Being the same premises described in the deed from Byron H. Williams to I. N. Labrovitz (described in said deed in the consideration and habendum clauses as I. M. Labrovitz), dated January 2, 1911, and recorded in Hampshire Registry of Deeds in Book 663, at page 22.

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EXHIBIT B

EXISTING CONDITIONS SURVEY PLAN OF LAND LOCATED IN AMHERST,
MASSACHUSETTS (HAMPSHIRE COUNTY) prepared by the Berkshire Design Group Inc.,
dated September 8, 2016

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EXHIBIT CCOMPREHENSIVE DESCRIPTION OF EXTERIOR APPEARANCE, INCLUDING
ELEVATIONS AND CHARACTER-DEFINING FEATURESSite/Property Description

The Jones Library is at 43 Amity St. in Amherst, MA. The site is surrounded by Amity St. to the south (front), a fire station and retail buildings facing Main St. to the east, the Kinsey Garden and a parking lot to the north [rear] and North Prospect St. and the Strong House Historical Museum to the West.

The site gradually slopes down approximately 9 feet from Amity Street to the Kinsey Garden side. The garden area and retaining wall are located at the north side of the library. The ground surface has uneven grades within the garden area. Most of the ground cover surrounding the library is grass with some mature trees and shrubs. There is an asphalt paved driveway that extends along the east side of the site, several asphalt paved walks in the north garden area, and concrete entry walkways.

The original 1928 library consists of a 4 level building with a brick, stone and siding exterior and slate roof. In 1993 a major addition was constructed at the west and north side of the library. The ground surface along the north side of the library was lowered by about 8ft. At that time the north garden area, and a retaining wall were added at the northeast corner of the site. Site re-grading north of the library area was required for the 1993 construction. The site is within the Amherst Central Business Historic District.

Building Description

The original building was designed as an interpretation of the Colonial Revised style by Allen H. Cox of the architectural firm Putnam and Cox of Boston in 1927.

This prolific firm designed many structures in Boston and Cambridge including Angel Memorial Hospital, numerous Back Bay townhouses and the Cambridge Police Headquarters. In addition to other campus buildings, notably at Mount Holyoke College, they designed the Lord Jeffrey Inn and several Amherst College buildings. The Jones Library was a departure from the use of brick in the Georgian style which was typical of the work of Allen Cox in the Connecticut River Valley.

Construction began in 1927 and was completed the following year for the opening on November 1, 1928. The Trustees, particularly then President John M. Tyler, and Librarian Charles Green planned for the design of this new building to be like a "large overgrown home." Rather than designing a building in the Carnegie model of an impressive but intimidating temple with imposing pillars and stairs, the Trustees desired their library design to convey the unique image of "Mother Amherst welcoming her children" into her living room.

A major addition to the Jones Library was completed in 1993. This structure utilizes brick, wood siding and trim, and a metal roof. The addition altered the original design by turning the original "L" shaped composition into a square plan with a captured glazed atrium in the center. The new addition obscured the majority of the original 1928 North and West elevations.

South (Front) Elevation

This intact original façade is a south facing, 5 bay, three-story, state gambrel-roofed stone structure with dormer windows, and two-story extensions to the east and west. Two massive stone chimneys anchor the ends of the main block which is capped by a wood cornice with modillion blocks. The main portion of the building is symmetrical, with a center entrance surmounted by an exaggerated broken pediment scroll entablature with carved pineapple centerpiece. The wooden door surround features carved fluted pilasters with base and capital blocks, a wooden door with 16 glass lights, side lights and a transom with 6 curved lights.

A one-story wooden projecting bay at each end of the main façade, features a large 25 pane center window, a gable roof with articulated pediment and wood quoins. The main block windows are double hung, 12/12 muntin pattern with shutters. The five dormer windows are double hung 6/6 pattern. The 2 story east and west extensions are designed in a domestic asymmetrical manner using roof overhangs, a porch, bay window, chimney placement and entrances to lend an informal quality to the composition.

Largely unseen concrete and steel formed the backbone of the building's fireproof construction, with field stone from an old orchard wall in Pelham its principal exterior material supplemented with some red brick and wood siding. The roofs are of gray slate.

East Elevation

The elevation remains largely intact as originally designed and reflects the more informal pattern of the 19th Century residential growth featuring "main house, ell and barn" typical of many early agrarian estates in the area. The main block 2 story stone extension is joined to a brick link connecting to a large 3 story cross gabled, stone faced volume with large service door openings – a barn like scale and informality.

This façade features 12/12 double hung windows and 4 dormer windows with a circle and curved motif. A small porch and side entrance mark a transition from the brick link to the projecting stone volume.

North (Rear) Elevation

Only the first third (moving East to West) of this elevation remains largely as designed. The barn like scale is now interpreted largely in brick with an unusual composition featuring a wooden projecting center bay containing a Palladian window. This dramatic placement creates an awkward relationship to the balance of the windows on this section of the façade. The block has a projecting wood cornice with modillion blocks, similar to the front façade. The windows are

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double hung 8/12 on the second floor and 12/12 on lower level. This elevation is largely brick, while the corners feature a quoin like dovetail of stone and brick.

From the third point westward and continuing along the west side, the elevations are all part of the 1993 Addition. This addition obscures the majority of the original 1928 North and West elevations. The addition is of uniform red brick and has a center link of 3 stories set back to reveal quoins on the original eastern third of the original building. The addition replicates the window pattern of 8/12 lights at the second floor, 12/12 at the base, with 6/6 in the 5 roof dormers. This link connects to a 4 story block with a gambrel roof (although with different pitch than the original), 8/12 at the first floor and 8/8 windows above and a fan light with curved mullions at the 4th level. The window trim, metal roof, cornice and dormers are a simplified version of those on the original building.

West Elevation

The majority of the original west elevation of the Jones is obscured by the 1993 addition. The design of the North elevation utilizes the 8/12 window lights, 4 dormers with circle and curve motif and continues the metal gambrel roof. The center of the large mass features a wood sliding covered projecting bay with a replica of the Palladian window on the original section of the north elevation. This large mass is linked back to the original stone 2 story wing of the main 1928 block with a 2 story 4 bay brick mass. A one story 3 bay wood projection with metal shed roof extends over 3 bays of the brick mass. An asymmetrical arrangement of 6/6 windows and recessed entry door complete the composition which abuts the original stone bay of the main structure.

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EXHIBIT D

BASELINE PHOTOGRAPHS OF CURRENT EXTERIOR ELEVATIONS TAKEN
NOVEMBER 2015 AND AUGUST 2016

LIST OF PHOTOGRAPHS

1. South (Front) Façade, November 2015
2. East Façade, South, November 2015
3. East Façade, Center, November 2015
4. East Façade, North, November 2015
5. North Façade, East, November 2015
6. North Façade, Center, November 2015
7. North Façade, West, November 2015
8. West Façade, North, November 2015
9. West Façade, Center, August 2016
10. West Façade, South, November 2015



Photo 1 of 10: South (front) Facade, November 2015



Photo 2 of 10: East Facade, South, November 2015



Photo 3 of 10. East Facade, Center, November 2015



Photo 4 of 10. East Facade, North, November 2015



Photo 5 of 10, North (Rear) Facade, East, November 2015



Photo 6 of 10, North (Rear) Facade, Center, November 2015



Photo 7 of 10: North (Rear) Facade, West, November 2015



Photo 8 of 10: West Facade, North, November 2015



Photo 9 of 10. West Facade, Center. August 2016.



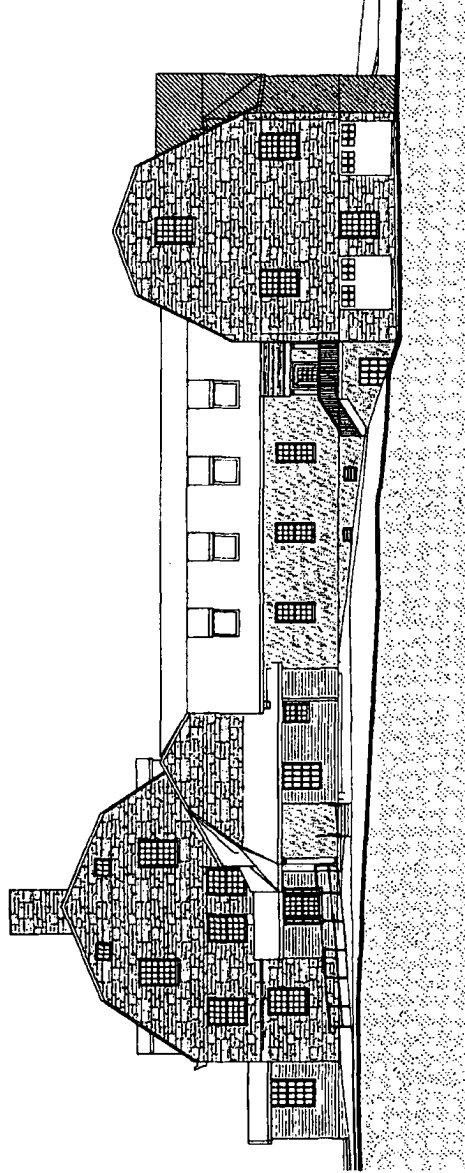
Photo 10 of 10. West Facade, South. August 2016.

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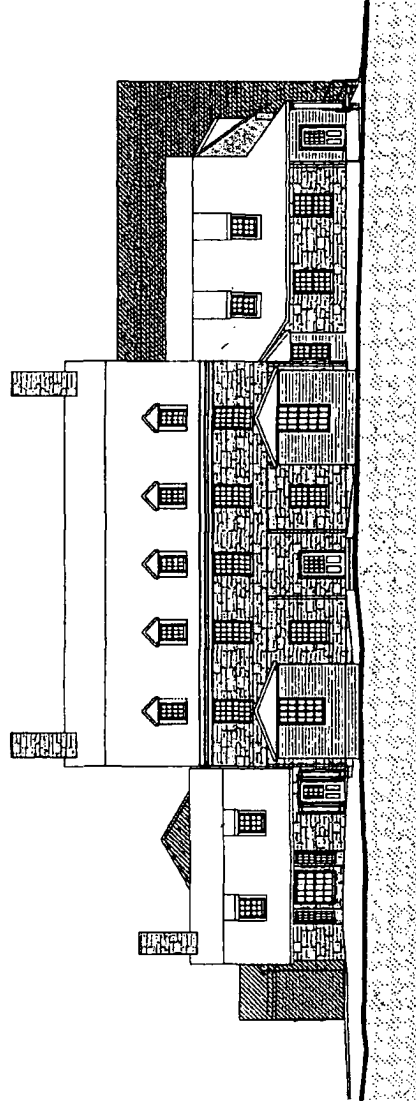
EXHIBIT E

EXISTING ELEVATIONS, JONES LIBRARY, 43 AMITY STREET, AMHERST, MA 01002
prepared by Finegold Alexander Architects Inc., dated December 27, 2017

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2 East Elevation
1/8" = 1'-0"



1 South Elevation
1/8" = 1'-0"



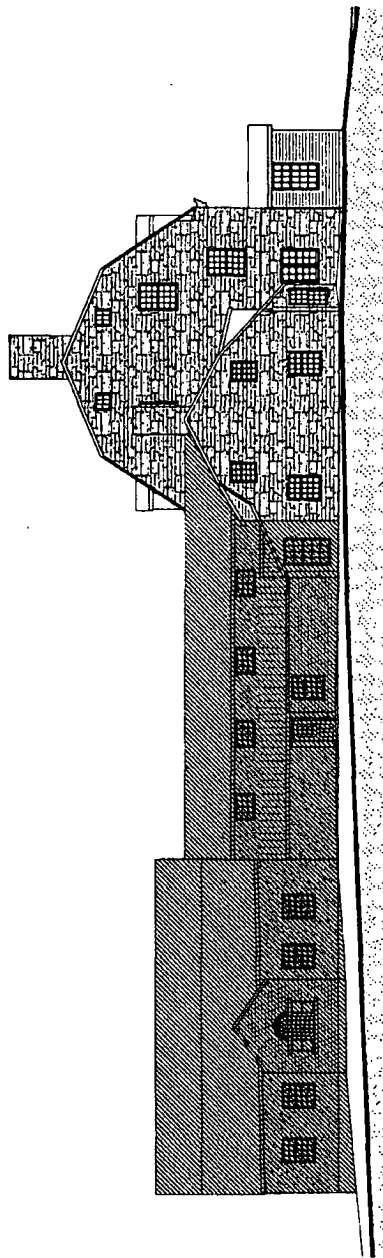
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Existing Elevations

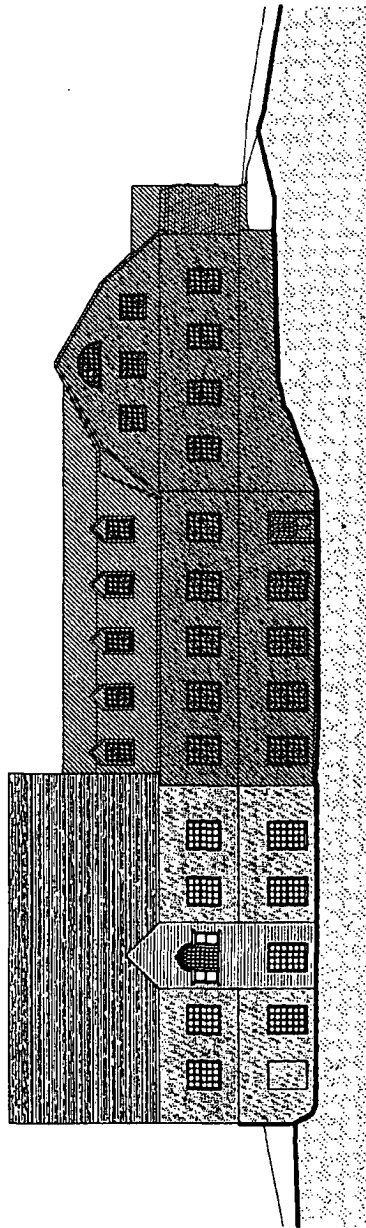
Jones Library
43 Amity Street
Amherst, MA 01002

Finzeid Alexander Architects Inc
1927117

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2 West Elevation
1/2" = 1'-0"



1 North Elevation
1/2" = 1'-0"

1/8" = 1'-0"

Existing Elevations

Jones Library
43 Amity Street
Amherst, MA 01002

Finewood Alexander Architects Inc
12/27/17

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EXHIBIT F

STANDARD RESTRICTION GUIDELINES

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 Property. Under this section 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 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.

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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, walls, fences; 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 preservation restriction such changes must be reviewed by the GRANTEE and their impact on the historic integrity of the property 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 preservation restriction is to enable the GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

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EXHIBIT G

STATEMENT OF SIGNIFICANCE

The original design of the Jones Library represents the work of a notable architect, Allen H. Cox, working to create a public library in the form of a "large overgrown home" to be viewed in an open landscape setting. The principle elevations represent a personal approach to the design of a library using the Colonial Revival style as applied to a large century house with ell and barn extensions. While the precedents are informal and usually vernacular the architect translated this into a sophisticated and cohesive, whole. The 1993 addition obscures the majority of the original North and West facades and loosely borrows from the original design.

The original building was designed in the Connecticut Valley style of architecture by Allen H. Cox of the architectural firm Putnam and Cox of Boston, the same firm that designed the Lord Jeffery Inn and several Amherst College buildings. Construction began in 1927 and was completed the following year and opened on November 1, 1928. The Trustees, particularly then-President John M. Tyler, and Librarian Charles Green planned for the design of this new building to look like a "large overgrown home." Rather than designing a building in the Carnegie model of an impressive but intimidating temple with imposing pillars and stairs, as was the popular style for libraries at the time, the Trustees desired their library design to convey the unique image of "Mother Amherst welcoming her children" into her living room.

The resulting building was a southern-facing, three-story, gambrel-roofed building with dormer windows, with two-story extensions to the east and west. The main portion of the building was symmetrical, with a fine doorway with its pineapple pediment in the center and a one-story wooden extension or bay at each end of the main façade. Largely unseen concrete and steel formed the backbone of the building's fireproof construction, with field stone from an old orchard wall in Pelham its principal exterior material supplemented with some brick and wood, both painted white. The roofs were of slate gray. The total cost of the approximately 32,000 square foot building, along with furnishings and equipment, was estimated at \$360,000.

Since 1991, the building has been part of the Amherst Central Business District, a National Register District. The library is also on the Association of Library Trustees, Advocates, Friends and Foundations' Literary Landmark Register in recognition of its association with poet Robert Frost. It is significant for its Colonial Revival design. It is also an atypical example of the Amherst buildings designed by architects Putnam and Cox, which were usually brick structures. The gambrel roof with dormers, multiple divided lights, window pattern, symmetrical 5 bay main block with center entrance, the elliptical leaded gable fanlights and the projecting portico and bays are among the details that the architects employed to maintain compatibility with the scale of adjacent domestic architecture. The building is representative of the architecture of early Twentieth century Amherst, reflecting a "conscious effort to maintain the status quo and promote the reputation of Amherst as a charming, quiet, yet modestly sophisticated oasis."

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THE TRIAL COURT OF MASSACHUSETTS
LAND COURT

Title Examination Department
Landcourt.Title@jud.state.ma.us

Three Pemberton Square
Boston, MA 02108
TEL: (617) 788-7470

LAND COURT REGISTERED LAND DOCUMENT APPROVAL

This electronic approval is to be attached as the *final page* to the document to be registered before submitting said document to the Land Registration District.

CERTIFICATE OF TITLE NO. / MEMORANDUM OF UNIT OWNERSHIP NO.	82	NO. OF PAGES:	
LAND REGISTRATION DISTRICT:	Hampshire		
TYPE OF DOCUMENT: Preservation Restriction Agreement dated March 16, 2022 (39 Pages)			
APPROVED AS TO: Approved for Registration			
TO BE REGISTERED WITH THE FOLLOWING DOCUMENTS:			
ADDITIONAL NOTES OR INSTRUCTIONS: per judicial review Note Page 18 is intentionally left blank.			
APPROVED FOR REGISTRATION BY THE COURT	TITLE EXAMINER SIGNATURE X /s/ James Bothwell, Esq.	DATED 09/28/2022	

Doc 00021770

HAMPSHIRE LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

On: Jun 22, 2023 at 09:00A

Document Fee 105.00 Rec Total \$105.00

NOTED ON: CERT 82 BK 00001 PG 309

The foregoing is a true copy of the record of
Land Court Document # 21770
of the Hampshire County Registry of Deeds.

Date 6-22-2023

ATTEST:
Mary Olberding
REGISTER

ATTEST: *Mary Olberding* HAMPSHIRE REGISTER
MARY OLBERDING