



PRESERVATION RESTRICTION AGREEMENT  
between the COMMONWEALTH OF MASSACHUSETTS  
by and through the MASSACHUSETTS HISTORICAL COMMISSION  
and the TOWN OF EGREMONT

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the Town of Egremont, 171 North Egremont Plain Road, Egremont, MA 01258 (P.O. Box 368, Egremont, MA 02158), hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the Mount Everet Academy Building thereon as described in a deed dated December 7, 1882, from Chester Goodale, William C. Dalzell, Roscoe C. Taft, and Mary L. Dalzell to the Inhabitants of the Town of Egremont in their corporate capacity as a Town, recorded with the Southern Berkshire Registry of Deeds, Book 156, Page 316, and which is located at One Buttonball Lane, Egremont, MA 01258, hereinafter referred to as the Premises. The Premises is also described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Premises includes, but is not limited to, the following: Mount Everet Academy Building and its grounds, a parcel having four sides containing a two-story, three-bay Federal building designed by architects Benjamin, Hollenbeck and Hull and exhibiting clapboard siding, gable roof, pediment and small square bell tower; and bell cast in 1833 by Meneely & Company of Troy, New York, and is also shown as Parcel 1A on the Town of Egremont Assessor's Map attached as Exhibit B hereto and incorporated herein by reference. The Premises is also shown as Parcel 1A in an aerial view on the Town of Egremont Tax Map attached as Exhibit C hereto and incorporated herein by reference.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the Premises is significant for its architecture, archaeology and/or associations, and was listed in the State and National Registers of Historic Places on May 31, 1984, as a contributing resource to the South Egremont Village Historic District, and therefore qualifies for a preservation restriction under M.G.L., Chapter 184, section 32; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in

a manner consistent with the purposes of M.G.L. Chapter 184, sections 31, 32, and 33 hereinafter referred to as the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply in perpetuity for the Premises.

#### PURPOSE

It is the Purpose of these preservation restrictions to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

#### TERMS

The terms of the Agreement are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic 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. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.
2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications

submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Notice and Approval: Whenever approval by the Commission is required under this restriction, Grantor shall request specific approval by the Commission not less than (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the grantor shall be reasonably sufficient as a basis for the Commission to approve or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Commission to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Commission shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Commission determine that additional time is necessary in order to make its decision the Commission shall notify the Grantor. The Commission's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the Purpose of this Agreement. Failure of the Commission to make a decision within sixty (60) days from the date on which the request is accepted by the Commission or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

5. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

6. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

8. Archaeological Activities: The conduct of archaeological activities on the Premises, 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 State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9, Section 27C, 950 CMR 70.00).

9. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 9, inclusive, shall run with the land and is binding upon future owners of an interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12<sup>th</sup> day of May, 2023

TOWN OF EGREMONT

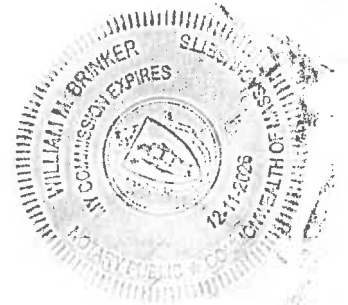
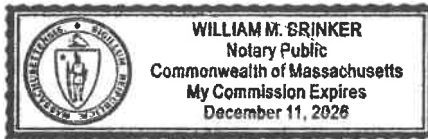
By: George W. McGurn  
Name: George McGurn  
Title: Chairman, Egremont Select Board

COMMONWEALTH OF MASSACHUSETTS

Beausaire Co., ss.

On this 12 day of May, 2023, before me, the undersigned notary public, personally appeared George W. McGurn, 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.

William M. Brinker  
Notary Public William M. Brinker  
My Commission Expires Dec 11, 2026



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

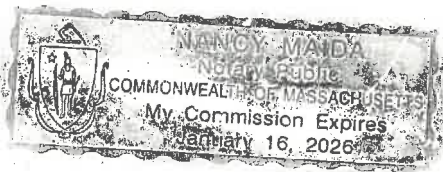
MASSACHUSETTS HISTORICAL COMMISSION

By Brona Simon  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 25<sup>th</sup> day of May, 2023 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 she signed it voluntarily for its stated purposes.



Notary Public

Nancy Maida  
Nancy Maida  
My Commission Expires January 16, 2026



## RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph Three of the Terms of the Preservation Restriction Agreement, which deals with alterations to the Premises. Under this Paragraph, prior permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the Commission's prior review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, 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 building owners.

### **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, wallpaper, ornamental woodwork, stone, decorative or significant original 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 as well as any level of stained glass window conservation/restoration. 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 Premises 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 Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

## WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e., sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other 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 Commission and their impact on the historic integrity of the Premises assessed.

It is the responsibility of the owner of the Premises (Grantor) to notify the Commission 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 Commission to review proposed alterations and assess their impact on the integrity of the Premises, not to preclude future change. Commission staff will attempt to work with Grantors to develop mutually satisfactory solutions, which are in the best interests of the Premises.



**EXHIBIT A**

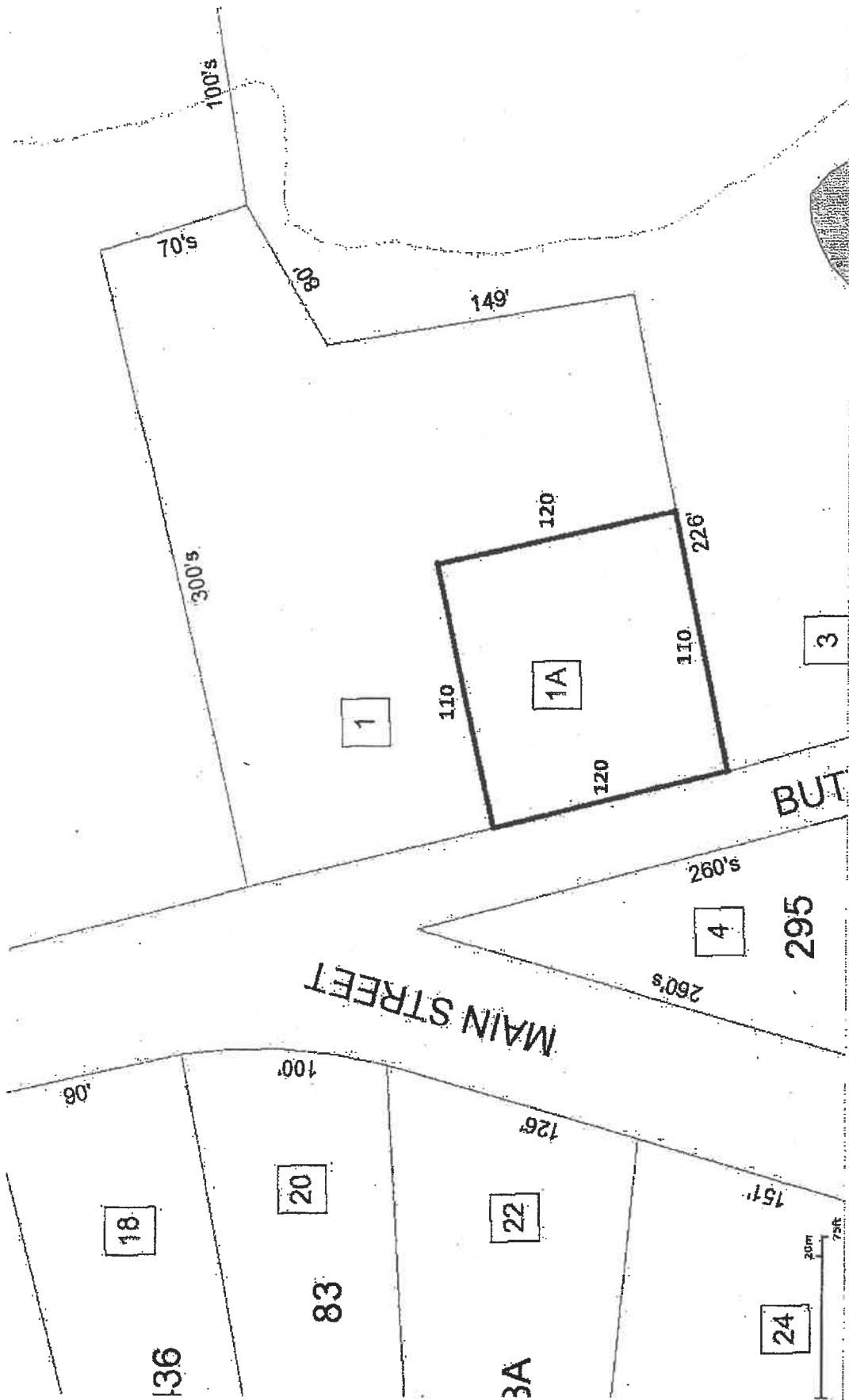
South Berkshire Registry of Deeds

Book 156

Page 316

Boundary Description (taken from deed recorded with the South Berkshire Registry of Deeds, Book 156, page 316):

"Bounded north and east on the cemetery, south on land owned or occupied by Wallace Wright and west on highway"



**EXHIBIT B**  
 Town of Egremont  
 Assessor's Map  
 Parcel #1A



**EXHIBIT C**  
Town of Egremont  
GIS Tax Map  
Parcel #1A



**TOWN OF EGREMONT**  
**Office of the Town Clerk**  
P.O. Box 368  
South Egremont, MA 01258-0368  
email: townclerk@egremont-ma.gov

**EXHIBIT D**  
Certified Article 19 Approval  
Egremont Annual  
Town Meeting: 6/8/21

**Egremont Annual Town Meeting**  
**June 8, 2021**

The Egremont Annual Town Meeting of June 8, 2021, originally posted to be held outdoors at French Park in Egremont, MA at 5:00 pm, was changed to the new location of The Catamount Lodge on Hillsdale Road in Egremont, MA at 6:00 pm due to a weather emergency where assembling an outdoor meeting was deemed unsafe and potentially injurious to those attending. Moderator Stephen Cohen and Town Clerk Juliette Haas met at the French Park location at 5:00 pm where Moderator Cohen announced the new location and new time. Egremont residents were informed of this change in time and location via Reverse 911 calls and emails to numerous email lists.

At 6:00 pm at The Catamount Lodge on Hillsdale Road, Egremont, Moderator Stephen Cohen called the meeting to order. Moderator Cohen attested to the proper service of the warrant, noted the presence of a quorum, gave instructions for the meeting and introduced Town Officials. The Pledge of Allegiance was recited and a moment of silence to honor the victims of COVID-19 and thank those who have served on the frontlines was observed.

**ARTICLE 18: Article 18: Motion made and seconded to transfer from Free Cash the sum of \$252,300.00, as the Town's share of a Massachusetts Preservation Projects Fund Grant for the Mt. Everett Academy, commonly known as the Egremont Free Library and Archives, and to vote to accept said grants funds from the Massachusetts Historical Commission.**

**Vote taken: motion passed by majority show of hands.**

**Article 19: Motion made and seconded to convey an historic preservation restriction in perpetuity on the property known as Mt. Everett Academy (MACRIS EGR.#20) commonly known as The Academy or The Egremont Free Library and Archives Room, located at 1 Buttonball Lane, and having an Assessor's parcel identification number of Map 14, Lot 924, and to authorize the Board of Selectmen to convey said historic preservation encumbering said Egremont Free Library and Building to the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission, on such terms and conditions, and for such consideration, as the Board of Selectmen deems appropriate.**

**Vote: motion passed by a majority show of hands.**

*A full copy. Attest.  
Juliette S. Haas  
Egremont Town Clerk*

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Official Receipt for Recording in:

Southern Berkshire Registry of Deeds  
334 Main St.  
Great Barrington, Massachusetts 01230

Issued To: EGREMONT TOWN

Recording Fees

Document Description	Number	Book/Page	Recording Amount
REST	00275797	2847 216	\$105.00
			\$105.00

Collected Amounts

Payment Type	Amount
Check	\$105.00
\$105.00	

Total Received : \$105.00  
Less Total Recordings: \$105.00  
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Change Due : \$ .00

Thank You  
MICHELLE LARAMEE-JENNY - Register of Deeds  
By: Ivone Ribeiro

Receipt# Date Time  
0069887 06/27/2023 08:38a