

PRESERVATION RESTRICTION AGREEMENT

Between

CHARLES AND GILLIAN GRIFFIN

OWNERS OF

ESSEX COUNTY GAOL (C.1825)

10 and 10A AUBURN STREET, 1 and 3 VERNON STREET

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this _____ day of _____ 2019 (this “Restriction”) by and between CHARLES and GILLIAN GRIFFIN, owners (under various LLCs) of land located at 10 Auburn Street and 1 and 3 Vernon Street, Newburyport, MA 01913 (“Grantor”), and the CITY OF NEWBURYPORT (“Grantee”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex, Massachusetts, to be administered, managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 (the “Commission”).

WHEREAS, the Grantor is the owner in fee simple of certain real property located at 10 and 10A Auburn and 1 and 3 Vernon Street, Newburyport, Massachusetts (hereinafter referred to as “**the Premises**”), described in a deed recorded with the Essex South Registry of Deeds on August 22, 2019, Book 37775-160, Page 473-24, (attached hereto as **Exhibit B** and incorporated herein by reference), said Property improved by three (3) principle buildings, granite walls, and surrounding landscape thereon referred to hereinafter as “**the Essex County Gaol**”, described as follows:

The Essex County Gaol (c. 1825) which is located at 10 and 10A Auburn Street and 1 and 3 Vernon Street in Newburyport is one of the earliest jails to remain from the early 19th century. The historic survey completed in 1984 listed the Essex County Gaol property as a “Contributing Structure” due to its major identifiable elements from its original design. The Gaol, Keeper’s House, Stable and surrounding granite walls were originally designed as a federal-style complex of buildings and courtyard. The Gaol has been adapted and altered over the past 190 years and more recently, many non-contributing elements have been removed from the exterior of the structures. Such historical and recent alterations to the Essex County Gaol are described in **Exhibit C**.

The Essex County Gaol Complex is further depicted and described in **Exhibit D** (site plan) and **Exhibit G** (exceptions for approved future additions) incorporated herein and attached hereto;

WHEREAS, the Buildings and Landscape of the Gaol Complex is located in the Newburyport National Register Historic District and have cultural, historical and architectural significance which is important to the public enjoyment and appreciation of their architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “**preservation values**”) and significance of the Gaol Complex and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Buildings and Landscape as conditioned in the conditions enumerated and listed in **Exhibit E**; and

WHEREAS, the Building and Landscape preservation values are documented in a series of photographs and documents (hereinafter, “**Baseline Documentation**”) incorporated herein and attached hereto as **Exhibit F**, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date hereof.

WHEREAS, the Baseline Documentation (**Exhibit F**) approved by the Historic Commission shall consist of the following preservation elements:

A. Gaolyard Landscape Elements:

- a. Existing high granite walls, including iron spikes with exceptions for new pedestrian and view openings with gates and lintels and on-site archival storage of removed granite.
- b. Existing gates with exceptions for replacement with metal or wood gates and the addition of new openings with optional gates; and
- c. Existing open landscape with exceptions for the approved additions on the Gaol, Keeper’s House and Stable and the placement of any accessory structure(s).

B. Frontyard Landscape Elements:

- a. Existing lower granite perimeter walls directly along Auburn and Vernon Streets with exception for approved granite, concrete pavers, or brick driveway within easement area; and
- b. Existing open landscape with exceptions for alternative ground-cover and approved parking.

C. Gaol Building Elements

Exterior:

- a. Existing granite foundation and walls with exceptions for approved single-story addition (including new door openings) and on-site archival storage of removed granite and iron;
- b. Existing roofline with exceptions for future termination vents or roof dormers on the northeast and southwest facing roof surfaces;

- c. Existing roof materials with exceptions for replacement with wood, slate, or slate-like composite material (including the use of solar);
- d. Existing iron door facing Auburn Street; and
- e. Existing window openings with exceptions for new window openings in solitary cells to match openings in size and location. Windows not protected.

Interior:

- a. Existing granite walls, floors and ceiling with exceptions for all doorway and interior openings between cells and the future addition with on-site archival storage of removed granite;
- b. Existing iron door (c. 1825) on solitary cell on the northeast corner of the first floor;
- c. Existing iron doors (c. 1860) with an exception for archival storage on-site;
- d. Existing stairs, iron handrail and baluster;
- e. Existing iron door facing the Gaolyard with an exception for archival storage on-site;
- f. Existing iron grill door facing Auburn Street an exception for archival storage on-site; and
- g. Existing iron window bars. All iron window bars may be removed for archival storage.

D. Keeper's House Building Elements:

- a. Existing granite foundation and stone walls with exceptions for approved porch addition to the non-contributing connector building and/or its potential removal;
- b. Existing window openings pertaining to the size and pattern only;
- c. Existing roofline with exceptions for termination vents and dormers on the northeast and southwest facing roof surfaces;
- d. Existing roof with exceptions for replacement with wood, slate, or slate-like composite material (including the use of integrated solar panels);
- e. Existing stone chimneys;
- f. Existing gutters and downspouts with exception for replacement with non-vinyl or light-gauge aluminum; and
- g. Existing open landscape with exception for approved parking and landscape features.

E. Stable Building Elements:

- a. Existing granite foundation and stone walls with exceptions for approved porch addition to the non-contributing connector building and/or its potential removal;
- b. Existing window openings facing Vernon Street with exceptions for additional window openings pertaining to the size and pattern on other elevations and removal of the existing non-contributing entry portico;
- c. Existing roofline with an exception for removal of the non-contributing masonry chimney;
- d. Existing roof with exceptions for replacement with wood, slate, or slate-like composite material (including the use of integrated solar panels); and
- e. Existing gutters and downspouts with exception for replacement with non-vinyl or light-gauge aluminum.

WHEREAS, the Buildings and Landscape of the Essex County Gaol is in need of preservation and restoration; and

WHEREAS, the Grantor has applied for Dimensional Variances pursuant to Section X-H-6 of the Newburyport Zoning Ordinance and as a condition of said Variance the Grantor has agreed to impose a restriction on the Buildings and Landscape of the Essex County Gaol for the preservation and renovation of the aforementioned Buildings and Landscape, under the terms and conditions set forth herein and in such other documents as the parties may execute (the “**Restriction**” or “**Preservation Restriction**”);

WHEREAS, the Grantor, in further consideration of the receipt of such Variances and to ensure the preservation of the aforementioned Buildings and Landscape of the Essex County Gaol, agrees and desires to include certain exceptions for approved future alterations to the buildings and structures as described herein (see **Exhibit G**), and impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Buildings and Landscape;

WHEREAS, the preservation of the Buildings and Landscape of the Essex County Gaol is important to the public for the enjoyment and appreciation of their architectural and historical heritage and serves the public interest; and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8D, authorized and directed by the Grantee to manage the Buildings and Landscape of the Essex County Gaol burdened by such restrictions and to administer and enforce this Restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross this Restriction over the exterior of the Buildings and Landscape of the Essex County Gaol to be administered, managed and enforced by the Commission during the Term of this Restriction.

1. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Buildings and Landscape of the Essex County Gaol will be retained and maintained during the Term substantially in their current condition (except for the permitted listed exceptions) or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the exterior of the Buildings and Landscape of the Essex County Gaol that will significantly impair or interfere with the Building’s and Landscape of the Essex County Gaol preservation values or alter views of the exterior of the Buildings and Landscape of the Essex County Gaol. It is the further purpose of this Restriction to preserve the listed interior features. Grantor agrees at all times to maintain the exterior of the Buildings and Landscape of the Essex County Gaol in accordance with this Restriction and in compliance with all federal, state and local laws, codes and by-laws applicable to the Buildings and Landscape of the Essex County Gaol. Grantor’s obligation to maintain shall require repair, reconstruction

and, where necessary, replacement in kind whenever necessary to preserve the Buildings and Landscape of the Essex County Gaol in a good, sound and attractive condition and state of repair.

2. **Preservation Restriction:** Grantor hereby agrees to maintain the existing and/or original features listed under **Exhibit E** and shown on **Exhibit F and agrees to construct certain exceptions for approved future alternations in substantial compliance with the images, plans, and dimensions shown on Exhibit G.**
3. **Indemnification:** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' 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 Buildings and Landscape; the presence or release in, on, or about the Premises, 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 or other damage occurring on or about the Buildings and Landscape; unless such injury, death, or damage is caused directly by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. 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 with the same effect and priority as a mechanic's lien.
4. **Written Notice:** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing, sent by overnight courier, registered or certified mail with return receipt requested, or hand-delivered:

Grantor: Charles and Gillian Griffin, 3 Vernon Street, Newburyport, MA 01913

Grantee: City of Newburyport, c/o Newburyport Historical Commission, Town Hall,
60 Pleasant Street, Newburyport, MA 01950

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

5. **Notice from Government Authorities:** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings and Landscape of the Essex County Gaol 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.
6. **Term of Restriction:** The restrictions, obligations and duties set forth in this Restriction shall run with the Premises in perpetuity from the date on which this Restriction is recorded with the Essex South District Registry of Deeds (the "Term") and shall inure to

the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the right of the Commission to enforce this Preservation Restriction Agreement during the Term. The Grantor hereby covenants for itself to stand seized and hold title to the Premises subject to the terms of this Restriction during the Term. 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 during the Term, and the words “Grantor”, “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.

Anything contained herein to the contrary notwithstanding, the 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, 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 thereof, including by way of example and not limitation, a lease of all or a portion of the Property. Notwithstanding anything to the contrary contained herein it is expressly agreed that upon the Grantor divesting itself of its title to the Premises its obligations pursuant to this Restriction shall cease and such obligations shall become the obligations of the Grantor’s successor(s) in interest.

7. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Buildings and Landscape of the Essex County Gaol resulting from casualty. Prior to such an extinguishment, a public hearing shall be held by the City of Newburyport to determine that such extinguishment is in the public interest. In the event of a sale of the Premises, net proceeds of sale shall be paid to Grantor.
8. Condemnation: If all or any part of the Premises 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 Premises that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.
9. 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 Premises shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.

b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.

c. It is the intent of the parties hereto to agree and to bind themselves, their successors and their assigns to each term of this instrument for the Term of this Restriction, whether this instrument be enforceable by reason of any statute or common law 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 governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

10. 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 this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Premises and the Purpose of this Restriction; 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 amendment is recorded in the Essex South District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

11. Release: This Preservation Restriction is intended to be a restriction in gross binding for

GRANTEE:

City of Newburyport

By: _____

/Chairperson

Its duly authorized Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, 2019, before the undersigned notary public, personally appeared _____, Chairperson of the Newburyport Historical Commission, as aforesaid, 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 purpose on behalf of the City of Newburyport.

Notary Public:
My Commission Expires

Print Notary Public's Name: _____

ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on _____, 2019, the City Council voted to approve the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest.

CITY OF NEWBURYPORT,
By its Clerk

, City Clerk

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

Donna Holiday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, 2019, before the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was 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 purpose as Mayor of the City of Newburyport.

Notary Public:
My commission expires:

Print Notary Public's Name: _____

Exhibit A: Restriction Guidelines

Exhibit B: Deed to Premises

Exhibit C: Historical and Recent Alternations

Exhibit D: Site Plan

Exhibit E: Preservation Elements

Exhibit F: Baseline Documentation

Exhibit G: Exceptions for Approved Future Alterations

EXHIBIT A – RESTRICTION GUIDELINES

ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT BETWEEN THE CITY OF NEWBURYPORT AND CHARLES AND GILLIAN GRIFFIN

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the Preservation Restriction, which deals with alterations to the Buildings and Landscape of the Essex County Gaol. Under this paragraph, permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission 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 hand scraping and repainting of any surface as part of periodic maintenance.

Major – Fully stripping or replacing and repainting any surface as part of a major repair or renovation except as listed under Exhibit E.

WINDOWS AND DOORS

Minor – Regular maintenance including caulking, painting and necessary reglazing. Repair or replacement of existing windows with a window of the same design, appearance and profile except as listed under Exhibit E.

Major – Wholesale replacement of windows or doors that result in a change in the design, appearance, profile or setback. .

EXTERIOR

Minor – Spot repair or replacement of existing masonry and roofing including replacement of roofing material except as listed under Exhibit E.

Major – Large-scale repair or replacement of window openings, stonework, or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of stone chimneys or cornice detailing; or altering or demolishing building additions. Structural stabilization of the property is also considered a major alteration.

Changes listed in the Preservation Elements (Exhibit E) are considered minor alterations. Changes classified as major alterations are not necessarily unacceptable. In fact approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Buildings and Landscape of the Essex County Gaol assessed.

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

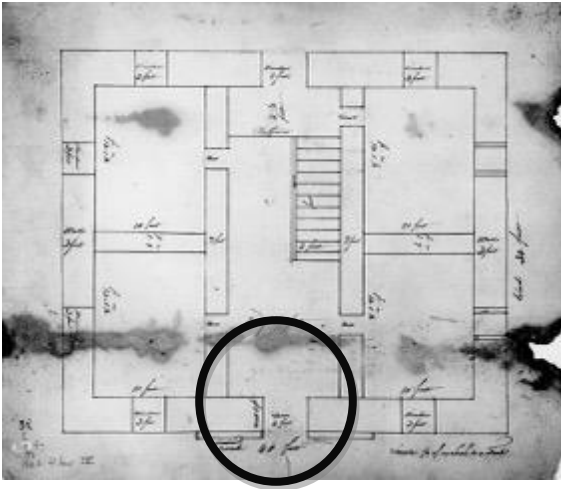
The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions that are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

EXHIBIT B – DEED TO PREMISES

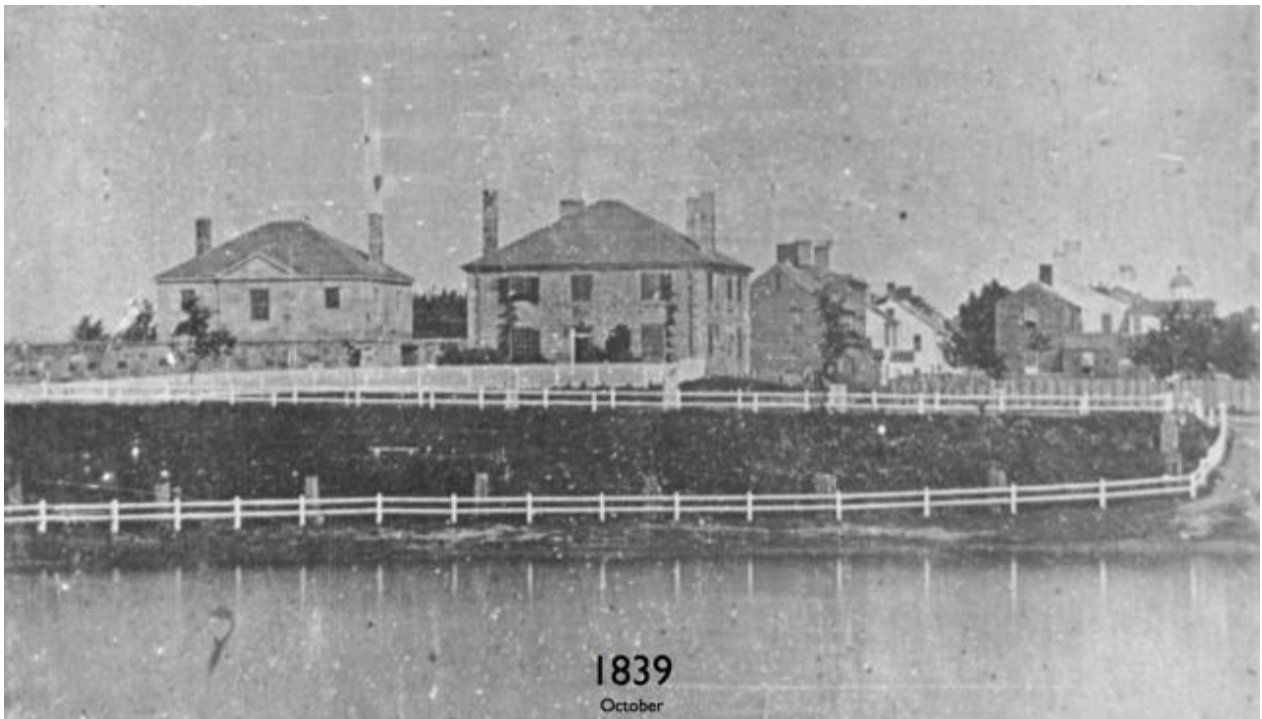
See attached copy of deed

EXHIBIT C – HISTORIC AND RECENT ALTERATIONS

The original Architect and then Superintendent was Stuart Park of Groton MA. He was serving as Essex County Engineer in 1823 when Newburyport petitioned for a new stone Gaol.



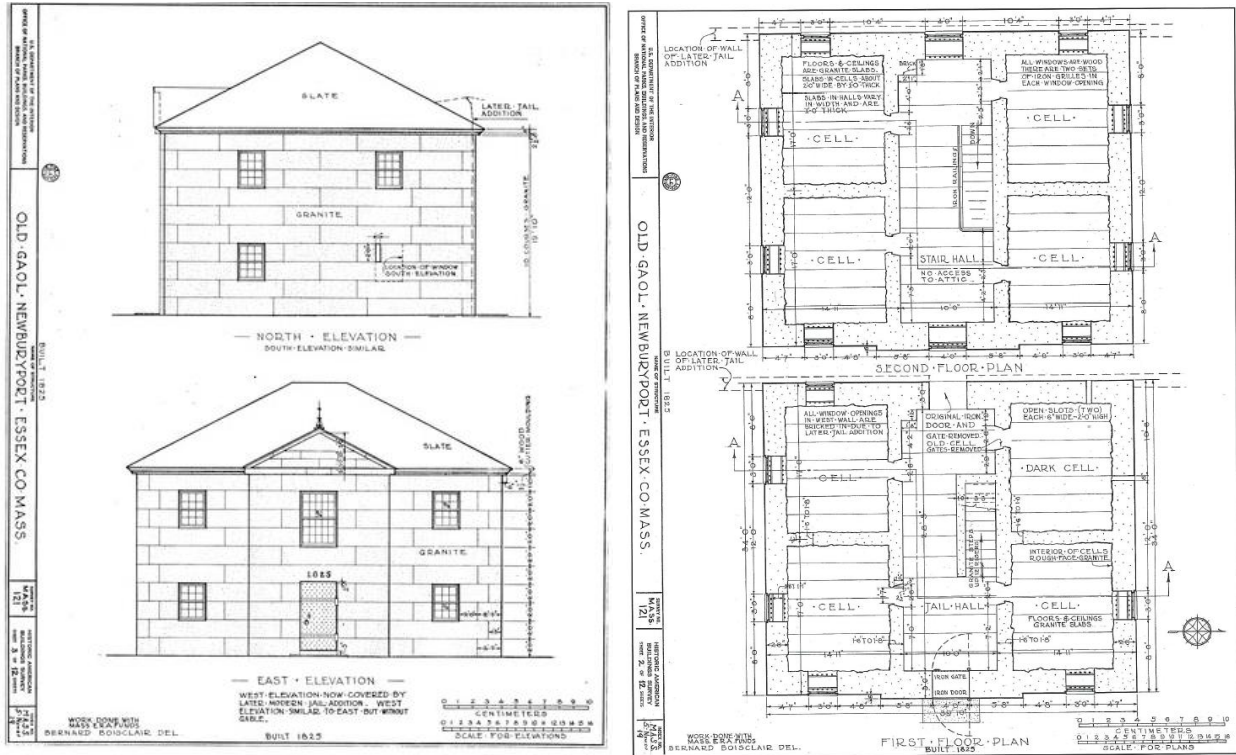
In the plans of the Gaol you can see where Mr. Park added an extension to the wall thickness at the front of the Gaol to accommodate a pediment to the facade facing Auburn Street, Thus making the building "Greek Revival".



Then in 1866 a large brick cellblock, kitchen, boiler house, iron fencing and decorative metal work was added to the granite Gaol complex.

Now the project became “Victorian”. After four wardens and 92 years of service the Essex County constructed a new Jail in Concord in 1917 and Newburyport's need for a Gail ended. The Newburyport Gaol property was sold to Hanna Gillis in 1920.

Upon her death her son Bosse Gillis scavenged and sold the iron fencing and posts, iron door grillage, wood floors and fireplace mantles etc. and abandoned the property.



During this time nothing positive is known to have occurred except a thorough documentation in circa 1933 by the Historic American Building survey (HABS). The images below the addition of a boiler room on the back of the stable building as well as the addition to the rear of the Gaol.



In 1955 Kenneth Snow, an Antique dealer, moved his family into what was then a long derelict building. The Snows made all the buildings useful and created a children's outdoor museum with stocks, cannon etc. The snows used antique materials to replace fireplaces, floor boards and even Belgian blocks (cobble stones) from Boston's oldest streets.



The Griffins, the present owners, made what they believed were changes "in the spirit of" 1825. Slate roofs replaced asphalt shingles. Importantly, it was later discovered that originally all the roofs were cedar shingles except slate was used on the Gaol. Removal of brick chimney extensions and two dormers on the Keepers House. Granite slabs, formerly from the Lawrence City Hall, was used for sidewalks.



Earth grades in the Gaol Yard were lowered 30" to the original elevation and sodded.



A fish pond and gardens were added within the Gaolyard.



The driveway pavers were re-laid.



Granite walls have been changed by adding 26” high granite blocks from the Salem Jail to all the lower walls. This was done to hold the ever increasing lawn height. Side walls were also added to the steps to better access the Keepers House front door. New walls were extended along Vernon Street which never had a wall.

New windows were placed on the Gaol, connector and the carriage house. The “connector” between the Keepers House and the Stable is entirely new and added by Griffin.





New windows were installed on the connector building a new entrance into the basement of the Keepers house was also constructed as the original cellar entrance was eliminated.



A new lower granite wall was added along Vernon and Auburn Streets.



Two sets of iron gates, one with a massive granite lintel, were added.



Over nearly 200 years, the Essex County Gaol has evolved and is the result of many modifications by the current and previous owners. However, there is much from 1825 remaining. The key now is to allow for future alterations in order to meet the demands of the present day in a way that the original Architect, Stuart Park, would have done. As such Exhibit G outlines many alterations that are embedded in this Preservation Restriction as exceptions or approved alterations.

Undoubtedly other future changes will be desired and needed by the owner(s) of this property. It is the desire of the Petitioners and the City Officials on the Newburyport Historic Commission that future Commissioner's and owners will work together to ensure that future needs for a successful new life and use of the Gaol. To that end, the long-term preservation and adaptive reuse of the Essex County Gaol will be expected to both be accommodated and supported to ensure the long term preservation and productive use of these distinct and historically-significant buildings and structures.

EXHIBIT E – PRESERVATION ELEMENTS

A. Gaolyard Landscape Elements:

- a. Existing high granite walls, including iron spikes with exceptions for new pedestrian and view openings with gates and lintels and on-site archival storage of removed granite.
- b. Existing gates with exceptions for replacement with metal or wood gates and the addition of new openings with optional gates; and
- c. Existing open landscape with exceptions for the approved additions on the Gaol, Keeper's House and Stable and the placement of any accessory structure(s).

B. Frontyard Landscape Elements:

- a. Existing lower granite perimeter walls directly along Auburn and Vernon Streets with exception for approved granite, concrete pavers, or brick driveway within easement area; and
- b. Existing open landscape with exceptions for alternative ground-cover and approved parking.

C. Gaol Building Elements

Exterior:

- a. Existing granite foundation and walls with exceptions for approved single-story addition (including new door openings) and on-site archival storage of removed granite and iron;
- b. Existing roofline with exceptions for future termination vents or roof dormers on the northeast and southwest facing roof surfaces;
- c. Existing roof materials with exceptions for replacement with wood, slate, or slate-like composite material (including the use of solar);
- d. Existing iron door facing Auburn Street; and
- e. Existing window openings with exceptions for new window openings in solitary cells to match openings in size and location. Windows not protected.

Interior:

- a. Existing granite walls, floors and ceiling with exceptions for all doorway and interior openings between cells and the future addition with on-site archival storage of removed granite;
- b. Existing iron door (c. 1825) on solitary cell on the northeast corner of the first floor;
- c. Existing iron doors (c. 1860) with an exception for archival storage on-site;
- d. Existing stairs, iron handrail and baluster;
- e. Existing iron door facing the Gaolyard with an exception for archival storage on-site;
- f. Existing iron grill door facing Auburn Street an exception for archival storage on-site; and

- g. Existing iron window bars. All iron window bars may be removed for archival storage.

D. Keeper's House Building Elements:

- a. Existing granite foundation and stone walls with exceptions for approved porch addition to the non-contributing connector building and/or its potential removal;
- b. Existing window openings pertaining to the size and pattern only;
- c. Existing roofline with exceptions for termination vents and dormers on the northeast and southwest facing roof surfaces;
- d. Existing roof with exceptions for replacement with wood, slate, or slate-like composite material (including the use of integrated solar panels);
- e. Existing stone chimneys;
- f. Existing gutters and downspouts with exception for replacement with non-vinyl or light-gauge aluminum; and
- g. Existing open landscape with exception for approved parking and landscape features.

E. Stable Building Elements:

- a. Existing granite foundation and stone walls with exceptions for approved porch addition to the non-contributing connector building and/or its potential removal;
- b. Existing window openings facing Vernon Street with exceptions for additional window openings pertaining to the size and pattern on other elevations and removal of the existing non-contributing entry portico;
- c. Existing roofline with an exception for removal of the non-contributing masonry chimney;
- d. Existing roof with exceptions for replacement with wood, slate, or slate-like composite material (including the use of integrated solar panels); and
- e. Existing gutters and downspouts with exception for replacement with non-vinyl or light-gauge aluminum.

EXHIBIT F – PRESERVATION ELEMENTS

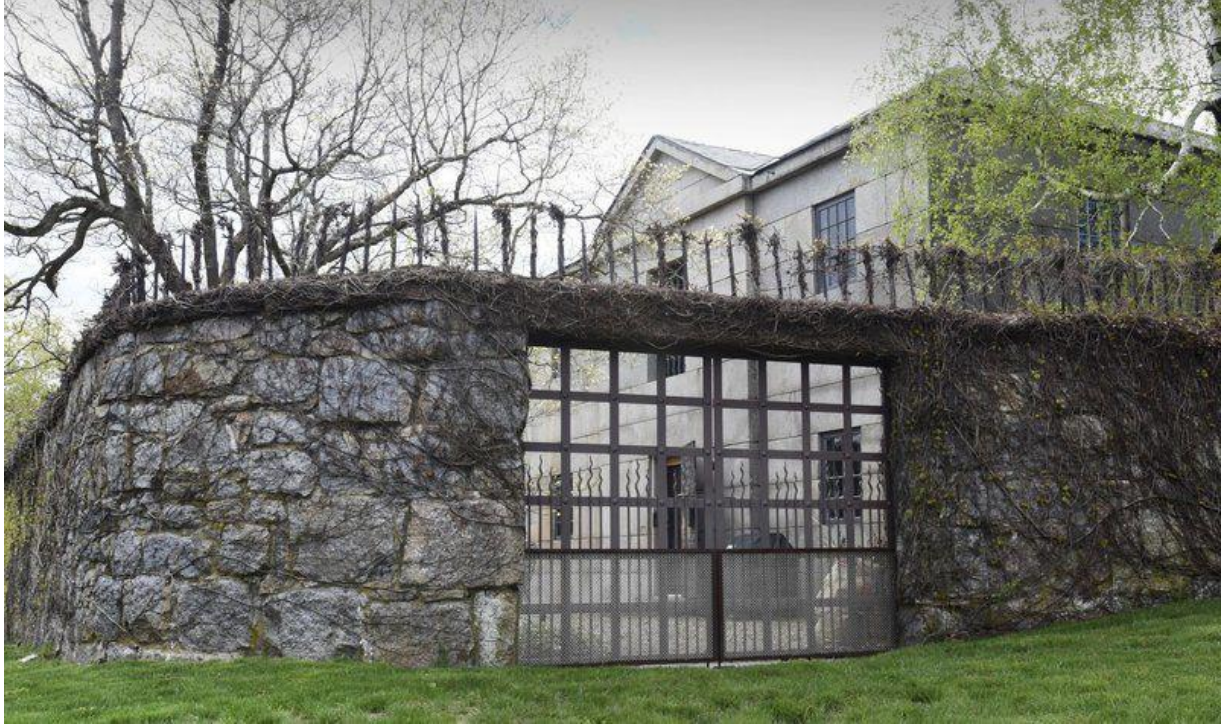
A. Gaolyard – Preservation Elements



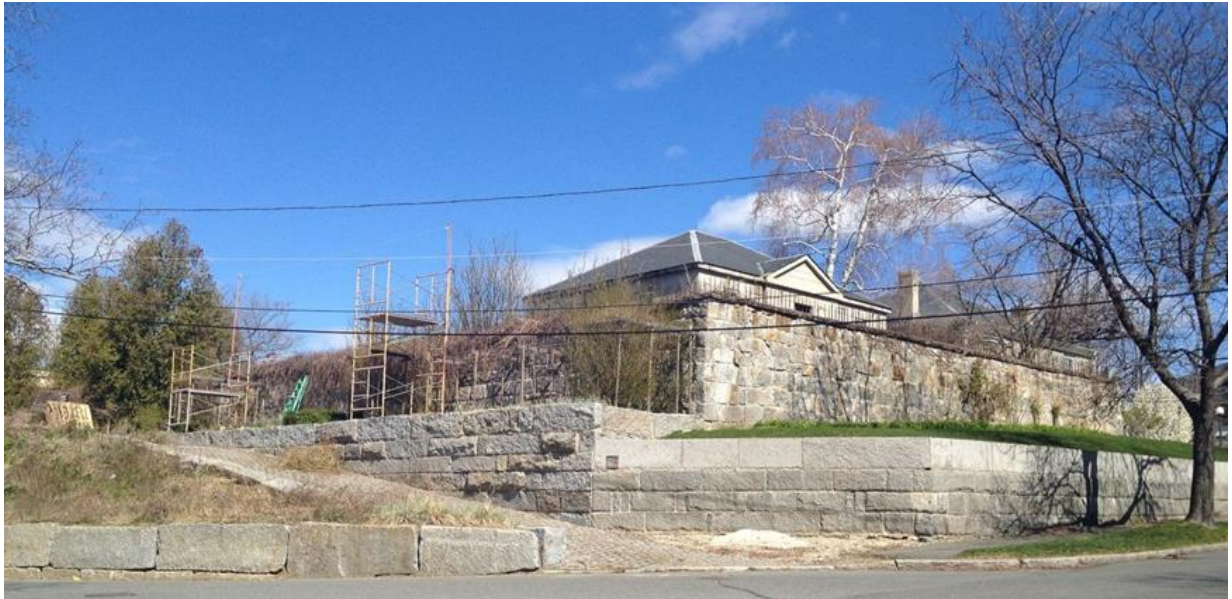
Fishpond (Non-Historic Element)



Existing Gates



Granite High-Walls with Iron Spikes



Granite Low Walls

B. Frontyard – Preservation Elements



Auburn Street Frontage Walls



Vernon Street Frontage

C. Gaol Building



Gaol Building

Exterior Elements



Auburn Street Door



Typical Cell Window



Auburn Street Hallway Window



New Solitary Cell Window

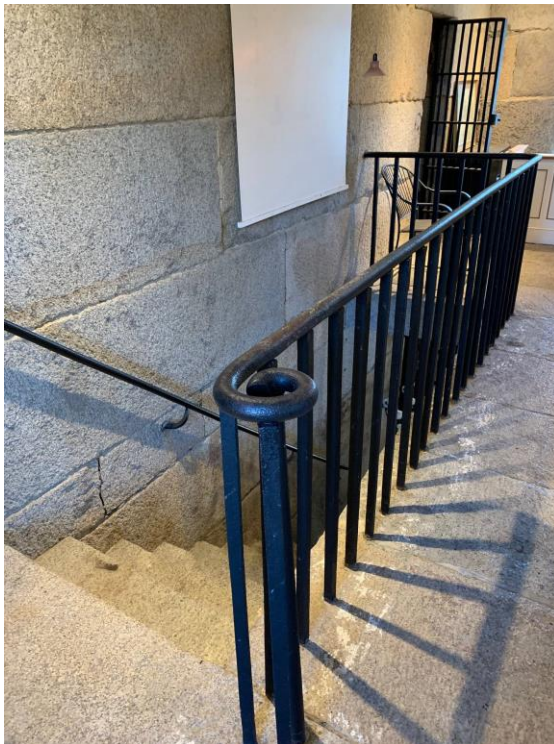
Interior Elements



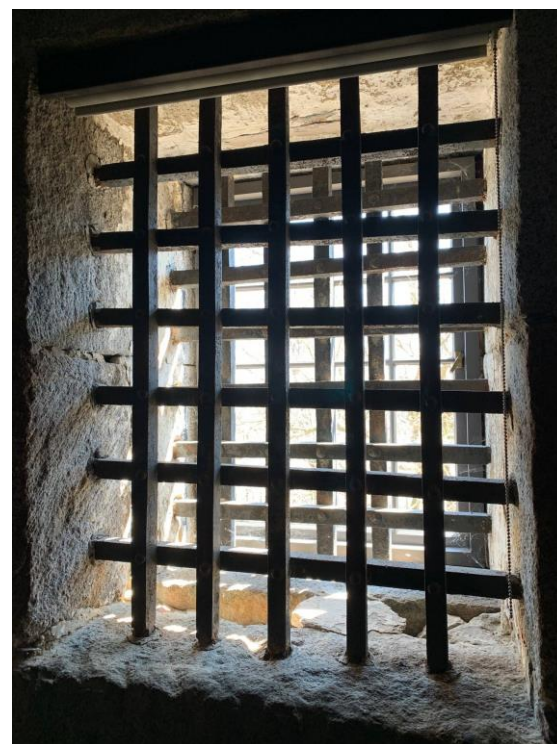
Solitary Iron Door (c.1825)



Typical Cell Iron Door (c.1860)



Iron Handrail and Baluster



Typical Cell Window Bars

D. Keeper's House





Granite Chimneys



Window Openings



Granite Walls

E. Stable Building



Auburn Street Façade



Granite Walls and Rooflines

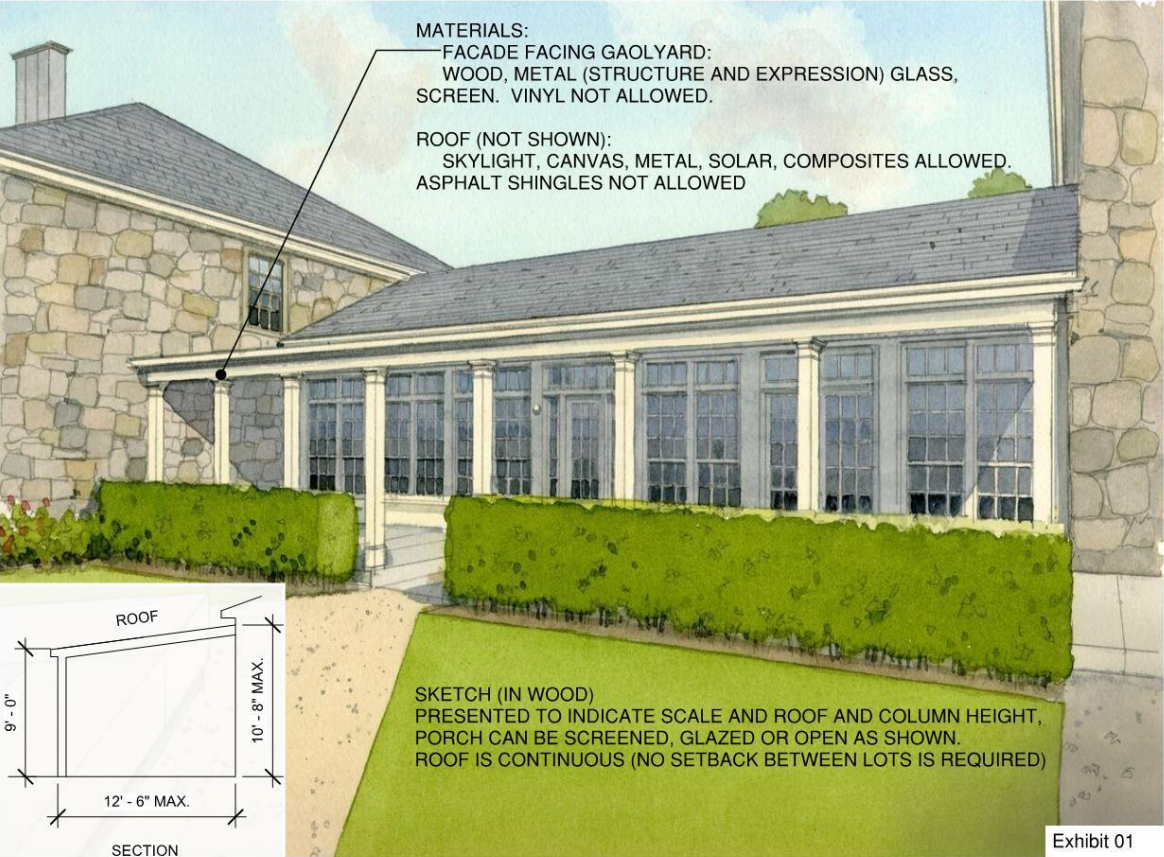
F. Connector Building (Non-Contributing Building)



Non-Contributing Connector Building

EXHIBIT G – EXCEPTIONS FOR APPROVED FUTURE ALTERATIONS

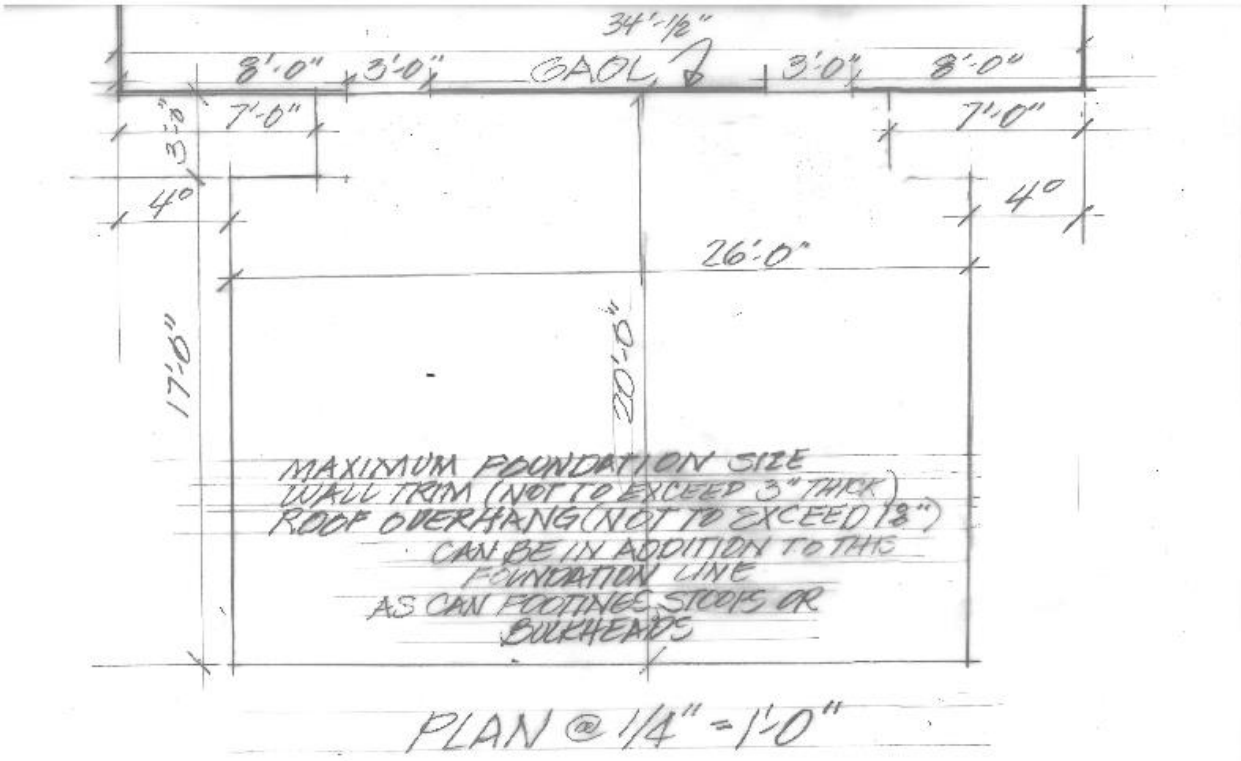
A. Proposed Addition to the Connector Building between the Keeper’s House and Stable Building. Such alterations shall be in substantial compliance with the attached specifications, notes, and dimensions.



PORCH ADDITIONS FOR 7 AND 5 LOTS

Figure A: Proposed Enclosed Porch on the Connector Building

B. Proposed Addition to the Gaol Building



MAXIMUM FOOTPRINT FOR GAOL ADDITION
C. GRIFFIN MAY 12, 2019

Figure B.1: Proposed Footprint of the Gaol Addition

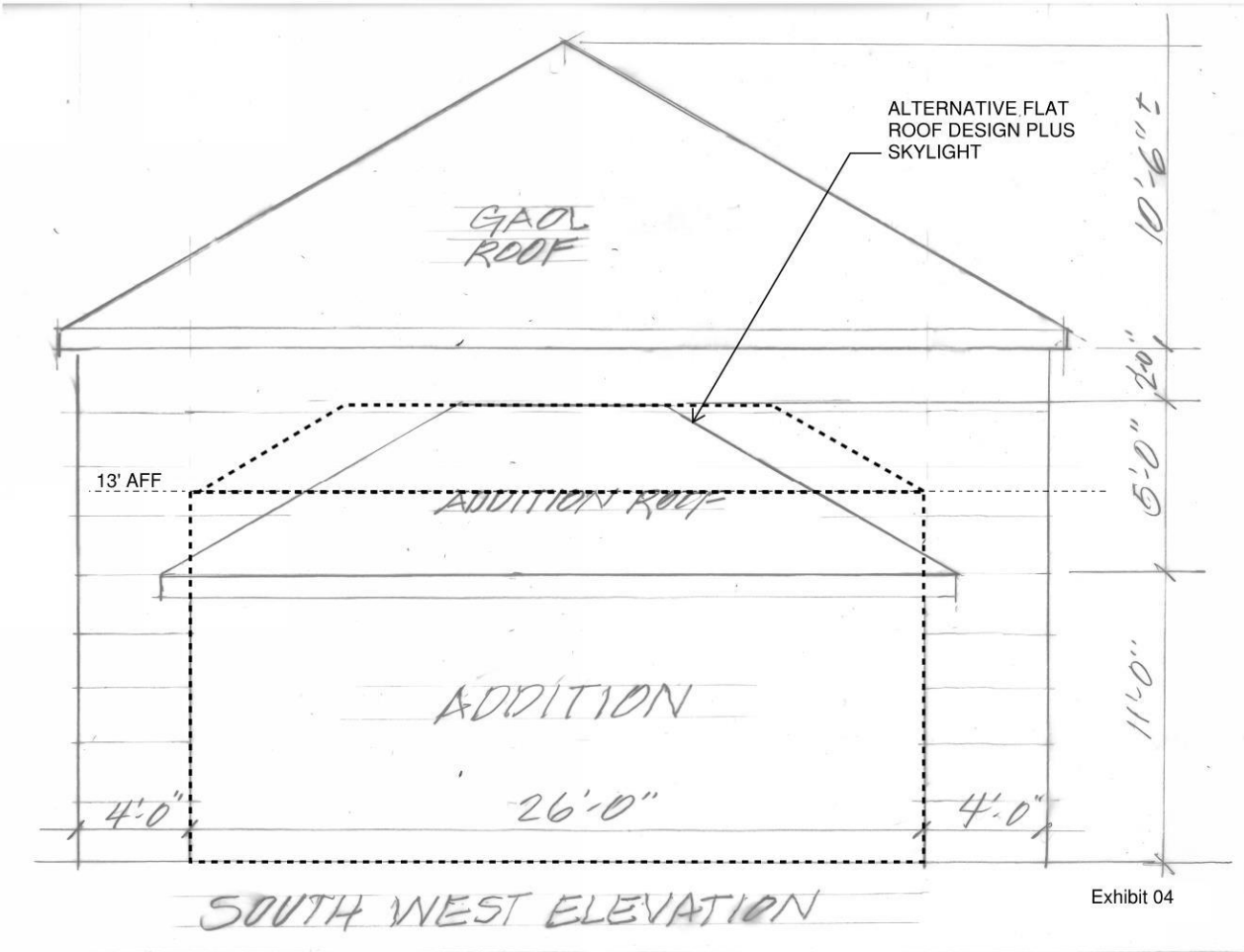


Figure B.3: Proposed South West Elevation of the Gaol Addition

C. Proposed Pedestrian Opening along Auburn Street. Such alterations shall be in substantial compliance with the attached images, sketches and dimensions.



Figure C: Proposed Pedestrian Opening Adjacent the Keeper’s House (Optional Gate)

D. Proposed Privacy Screen location. Screen design not controlled.



Figure D: Proposed Privacy Screen between Keeper’s House and Gaol Building

E. Proposed View Opening along Auburn Street. Such alterations shall be in substantial compliance with the attached images, sketches and dimensions.



Figure E: Proposed View Opening along Auburn Street (Optional Gate, Lintel and Columns)

A. Proposed Wall Height Extension adjacent to Railroad Street.

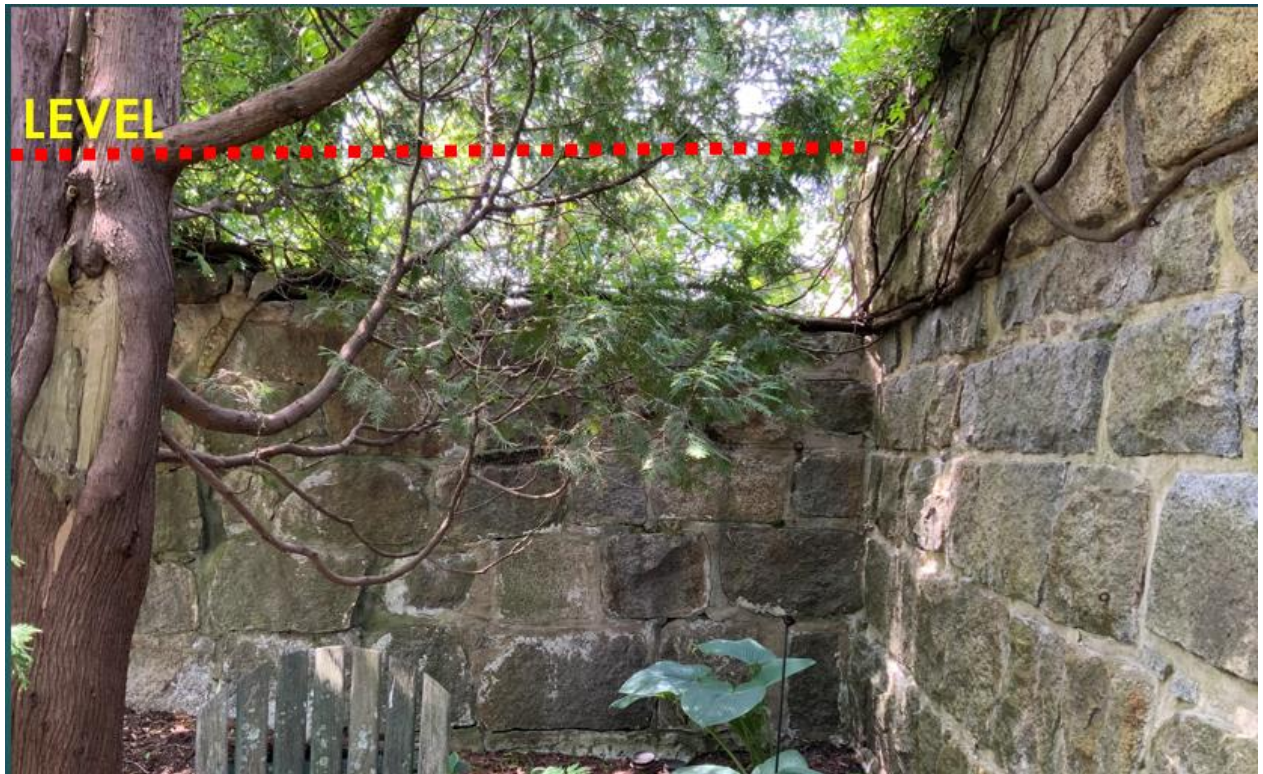


Figure F: Wall Extension (Granite Blocks to Match Existing)