

COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a Preservation Restriction with New Gorham LLC for property located at 80 Gorham Street in the City of Lowell.

WHEREAS, the City of Lowell and New Gorham LLC recognize the architectural, historic, and cultural values and significance of the Building and Property at 80 Gorham Street and have the common purpose of preserving the exterior of the Building and Property; and

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project by the City Council, the sum of One Hundred Seventy-Eight Thousand, One Hundred Dollars (\$178,100) from the Community Preservation Funds ("Funds") was appropriated for the purpose of funding a grant for the restoration of the façade, masonry, and windows of the Building; and

WHEREAS, the City of Lowell desires to enter into a Preservation Restriction Agreement with New Gorham LLC to ensure that the aforesaid preservation values and significance of the Building and Property will be preserved.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager is hereby authorized to execute a Preservation Restriction with New Gorham LLC for the property located at 80 Gorham Street in the City of Lowell more particularly described on Exhibit "A" and shown on Exhibit "B" and "C" annexed hereto and made a part hereof.

Said Preservation Restriction shall be in accordance with the form, or substantially the form, attached hereto.

PRESERVATION RESTRICTION AGREEMENT

between

NEW GORHAM LLC

and the

CITY OF LOWELL, MASSACHUSETTS

BY AND THROUGH THE LOWELL HISTORIC BOARD

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____, 2025 by and between NEW GORHAM LLC located at 67 South Bedford Street, Suite 400W, Burlington, Massachusetts, 01803 (“Grantor”) and the CITY OF LOWELL (“Grantee”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Middlesex County, Massachusetts, to be administered, managed and enforced by its agent, the LOWELL HISTORIC BOARD, located at 375 Merrimack Street, Lowell, Massachusetts, 01852 (“Board”),

WHEREAS, the Grantor is the owner of certain real property (hereinafter referred to as “the Property”), located at 80 Gorham Street, Lowell, Massachusetts, more particularly described in Grantor’s deed recorded on July 19, 2021 at the Middlesex North Registry of Deeds in Book 36018, Page 15, and in Exhibit A, attached hereto and incorporated herein by this reference, said Property improved by a building thereon known as the Lowell Hotel (hereinafter referred to as “the Building”); and

WHEREAS, the Building is described as follows, and also depicted in the photographic images taken in October 2022, referenced by number in the following text, with copies of said images attached hereto and incorporated herein by reference as Exhibit C:

The Lowell Hotel consists of two sections, the 1829 Federal/Greek Revival-style hotel fronting Gorham Street and a ca. 2023 two-story rear addition. The original section rests on a brick and stone foundation and rises three and one-half stories to a gable roof clad in asphalt shingles. The brick exterior is laid in common bond. Simple paired brick chimneys rise from the roofline at the gable end walls at the north and south elevations.

The façade (west elevation) fronting Gorham Street is five bays wide. Centered at the first story is the entrance bay to the residential units in the building’s upper floors. The entrance is accessible via granite steps and includes replica wooden entry door and beadboard infill. Flanking the residential entrance bay are two identical historic replica wooden storefront systems. The two commercial entrances have replica historic wood doors. Fenestration along the façade’s first story is divided vertically by granite piers and is topped with a continuous granite lintel. The second and third stories at the façade each feature five regularly placed 6/6 double-hung aluminum clad historic replica windows with granite sills and lintels.

The north elevation is largely obscured by the two-and-one-half-story Darius Young House, 72-76 Gorham Street (1830; LOW.1780; NRDIS 1978; LHD 1983). The buildings are separated by a paved walkway and a chain link gate along Gorham Street. The first story is void of fenestration except for a single window opening at the eastern end. The second and third stories each feature three regularly placed windows, and two are found at the gable end wall. They rest on granite sills and have painted wood lintels. All windows are 6/6 aluminum clad historic replica windows. The south elevation is largely obscured by the four-story O. M. Donohoe Building, 92-98 Gorham

Street (ca. 1900; LOW.1783; NRDIS 1978; LHD 1983). The buildings are separated by a paved walkway and a chain link gate along Gorham Street. Fenestration at the south elevation mirrors the north and has matching trim. All windows are 6/6 aluminum clad historic replica windows.

Much of the original 1829 building's rear (east) elevation is obscured by a four-story addition built in 2023, with the exception of a slight reveal at the left and right edges, that has a flat, rubber roof.

The north elevation of the addition is of four stories and consists of horizontal cementitious siding with a PVC trim watertable, vertical cornerboard, roof edge frieze, and window sills and trim. A horizontal PVC trim board divides the façade between the second and third stories. Composite 1/1 windows are found at each story while a composite six panel ground floor egress door is at the right edge of the elevation. Two vertical aluminum downspouts exist near the right and left edges of the elevation while a single wall-mounted heat pump/condenser unit is located to the left edge of the elevation between the first and second stories.

The south elevation of the addition is of four stories and consists of horizontal cementitious siding with a PVC trim watertable, vertical cornerboard, roofedge frieze, and window sills and trim. A horizontal PVC trim board divides the façade between the second and third stories. Composite 1/1 windows are found at each story while two composite six panel ground floor egress doors are located at the left edge of the elevation. Two vertical aluminum downspouts exist near the right and left edges of the elevation while a single wall-mounted heat pump/condenser unit is located to the right edge of the elevation between the first and second stories.

The east elevation of the addition is of four stories and consists of horizontal cementitious siding with a PVC trim watertable, vertical cornerboard, roofedge frieze, and window sills and trim. Composite 1/1 windows are found at each story while all doors are composite with full height glass and each having an external aluminum storm door. A wooden deck with metal rails is centered on the second floor, projecting from the façade, and is subdivided by a two-story wooden screen wall, perpendicular to the façade. Two additional wooden decks with metal rails project from the third floor, one each at the left and right edges. Five wall-mounted heat pump/condenser units are located between the first and second floor and between the third and fourth floor.

WHEREAS, due to their historical and architectural significance, the Building and Property are a contributing resource to the Lowell National Historical Park, listed in the National Register of Historic Places on June 5, 1978, are located within the Downtown Lowell Historic District established by the City of Lowell on December 13, 1983, and as a result of the foregoing are included in the State Register of Historic Places; 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 exterior of the Building and Property; and

WHEREAS, the preservation values of the Building and Property are documented in a series of photographs and documents (hereinafter "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibit A, B, C, which Baseline Documentation the parties agree provides an accurate representation of the Building and Property as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibits A, B, and C) shall consist of the following:

Exhibit A: Legal property Description

Exhibit B: Assessor's Parcel Map

Exhibit C: Six (6) Photographs of current conditions dated September 2023 and April 2024; and

WHEREAS, the Building is in need of preservation and restoration; and

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project by the City Council, the sum of One Hundred Seventy Eight Thousand, One Hundred Dollars (\$178,100) from the Community Preservation Funds ("Funds") was appropriated for the purpose of funding a grant for the restoration of the façade, masonry, and windows of the Building; and

WHEREAS, the Grantor and the Grantee have reached an Agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor to be expended for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agrees and desires, to 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 Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 ("Act"); and

WHEREAS, the Board is authorized to accept preservation restrictions in the name of the City of Lowell and the Board is a governmental body duly organized under the laws of the Commonwealth of Massachusetts (M.G.L. Chapter 566, Acts of 1983 Lowell Historic District Act), authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation 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 in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Board.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in its current condition or in a restored condition approved by the Board for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

a. any alteration to the appearance, materials, workmanship, condition, or structural stability of the exterior of the Building unless (i) clearly of a minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the

Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans, and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit D and hereby incorporated by reference.

b. any other act or use that may be harmful to the historic preservation of the exterior of the Building or the Property.

3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Board may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building.

4.1 Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Board may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Board and in accordance with The Secretary of 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 (hereinafter the "Secretary's Standards").

4.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. 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;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantor; and
- e. moving the Building to another location shall be forbidden without prior approval of the Board.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Board may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the exterior of the Building without

prior express written approval of the Board. Without said approval Grantor shall not make any changes to the exterior of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as installation of permanent signage or trees or very large shrubs without approval of the Board.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Board. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit D).

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Board without further approval by the Board:

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 preservation values of the Building and Property; and
- (iii) are not inconsistent with the Purpose of this Restriction;

b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the 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 exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Board in accordance with the provisions of Paragraph 5;

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Board for the Board's approval of those conditional rights set out at Paragraphs 2 and 5 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 the Board a timetable for the proposed activity sufficient to permit the Board to monitor such activity. Within sixty (60) days of the Board's receipt of any plan or written request for approval hereunder, the Board 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 the Board shall provide Grantor with written suggestions for modification or a written explanation for the Board's disapproval. Any failure by the Board to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Board of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with 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, provided that nothing herein shall be construed to permit Grantor from undertaking of the activities prohibited hereunder.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Board shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty. Grantor shall notify the Board in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without Board's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Board, Grantor at its expense shall submit to the Board a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Board, 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/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Board.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Board agree that the Purpose of the Restriction will be served by such restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Board agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Board, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to seek to extinguish this Restriction in accordance with laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Board are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's or equivalent rating agency 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 Building without cost or expense to Grantor or contribution or coinsurance from Grantor.

Grantor shall deliver to the Board, within ten (10) business days of the Board's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. 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 attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, Boards, 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 continue a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor:	New Gorham LLC 67 South Bedford Street, Suite 400W Burlington, MA, 01803
Grantee:	Lowell Historic Board c/o City of Lowell Lowell City Hall 375 Merrimack Street, Room 51 Lowell, MA, 01852

14. 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 evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonable its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Board exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Board to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction,

including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Board, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Board any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Board's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Board. Any election by the Board as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Board does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building or 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.

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

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations, and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Grantee and all parties claiming by, through, and under the Grantee and shall bind the Grantor and all parties claiming by, through, and under the Grantor. The rights hereby granted to the Grantee constitute the perpetual right of the Grantee to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "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, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any real property 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 or either 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.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, include the preservation of buildings or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written

approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Board at its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Lowell, and the Lowell Historic Board, its being approved by the Massachusetts Historical Commission, and its being recorded with the Northern Middlesex Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property 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 Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the City of Lowell and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. 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.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to 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. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its term, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private Restriction 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 provisions 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 Preservation 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.

26. 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 Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Middlesex North 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.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Lowell and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this ____ day of _____, 2025.

By:

GRANTOR:

New Gorham, LLC

Diogo L. Monteiro
Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Diogo L. Monteiro, 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 purpose as Manager, New Gorham, LLC.

Notary Public

My Commission Expires:

APPROVAL AND ACCEPTANCE BY CITY OF LOWELL

I, the undersigned City Clerk of the City of Lowell, Massachusetts, hereby certify that at a meeting duly held on _____, 2025, the Lowell City Council, by majority vote, voted to approve and accept the foregoing preservation restrictions, being in the public interest pursuant to M.G.L. Chapter 184, Section 32.

CITY OF LOWELL

By its Clerk

Michael Geary

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Michael Geary, 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 as Clerk, City of Lowell.

Notary Public

My Commission Expires:

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

Thomas Golden, City Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Thomas Golden, 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 as City Manager of the City of Lowell.

Notary Public

My Commission Expires:

ACCEPTANCE BY THE LOWELL HISTORIC BOARD

At a meeting duly held on _____, 2025, the Lowell Historic Board, by majority vote, voted to accept these preservation restrictions.

Stephen Stowell, duly authorized
Administrator, Lowell Historic Board

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Stephen Stowell, 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 as Administrator, Lowell Historic Board.

Notary Public
My Commission Expires:

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 has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Executive Director and Clerk, Massachusetts Historical Commission.

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL PROPERTY DESCRIPTION

The land in Lowell, with the buildings thereon situated on the Easterly side of Gorham Street, containing five thousand and eighty-one square feet, more or less, bounded and described as follows:

Beginning at the Northwesterly corner thereof on said Gorham Street at the center of a passageway eight (8) feet wide; thence Easterly on the middle of said passageway, eighty-eight and 67/100 (88.67) feet to a stone bound at land supposed to be now or formerly of Samuel Converse: thence Southerly on last named land about fifty-five (55) feet to a Stone bound; thence Westerly on a line perpendicular to said Gorham Street, ninety-nine and 74/100 (99.74) feet to said street; thence Northerly on said street, fifty-four (54) feet to the point of beginning.

Source: Middlesex County Registry of Deeds at Book 36018 Page 15.

EXHIBIT B

LOWELL ASSESSORS' PARCEL MAP 2675-80

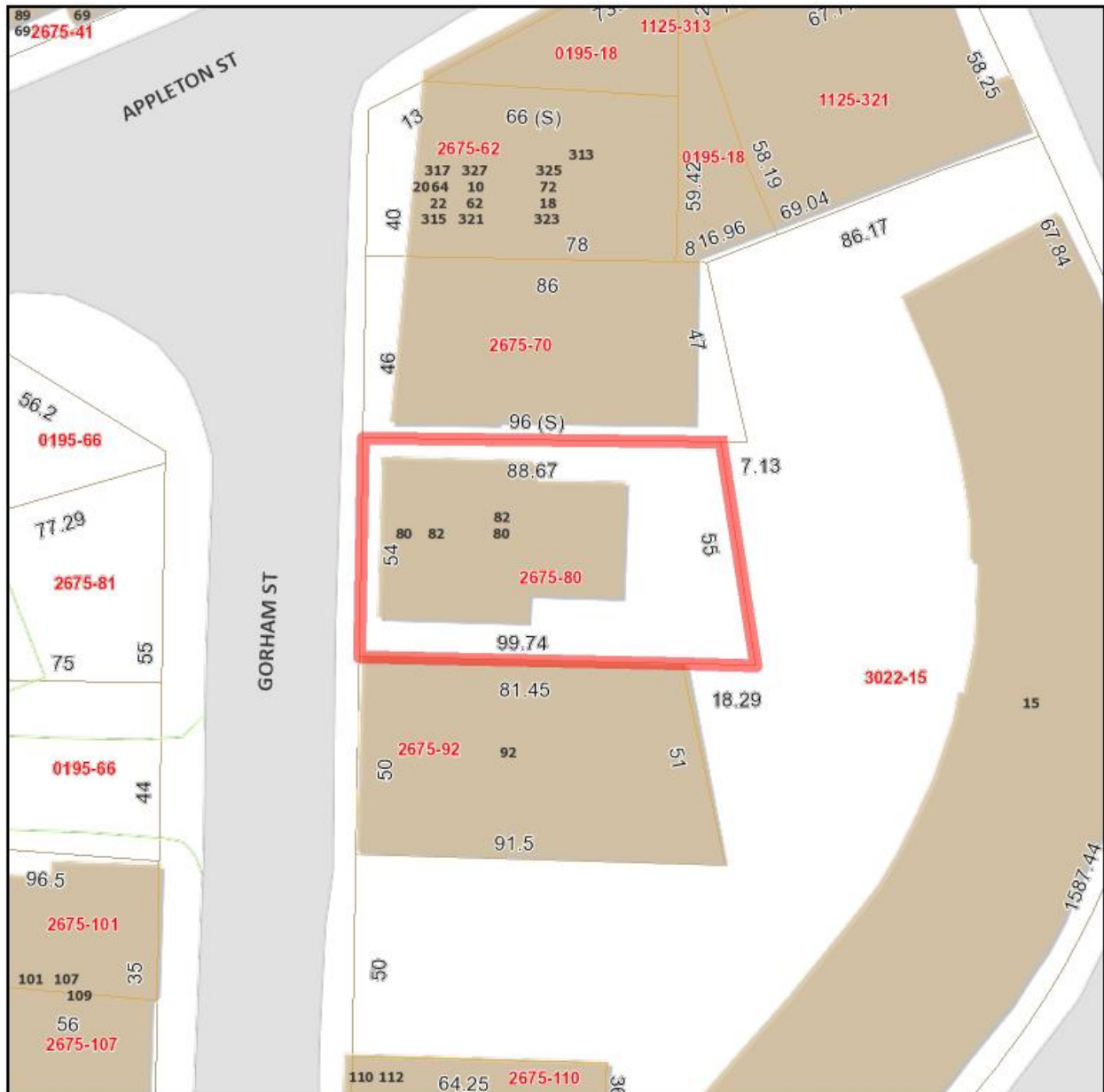


EXHIBIT C



Photo 1, West Elevation, April 2024



Photo 2, West Elevation, September 2023



Photo 3, Southeast Elevation, September 2023



Photo 4, North Elevation, September 2023



Photo 5, North Elevation, April 2024



Photo 6, South Elevation, April 2024

EXHIBIT D

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraphs 2 and 5 of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the LOWELL HISTORIC BOARD (BOARD) is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require BOARD review.

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

LANDSCAPING/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 BOARD and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the BOARD 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 BOARD to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change, BOARD will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.



Thomas A. Golden, Jr.
City Manager

February 3, 2026

Mayor Erik Gitschier
and
Members of the Lowell City Council

RE: 80 Gorham Street – Preservation Restriction

Dear Mayor Gitschier and Members of the Lowell City Council,

During the 2021 Community Preservation Act (CPA) funding cycle, the Community Preservation Committee (CPC) and City Council awarded \$178,100 to New Gorham LLC for the restoration of the historic 'Lowell Hotel' at 80 Gorham Street. The property is located in the Downtown Lowell Historic District. The approval was conditional on the property owner granting the City of Lowell a Preservation Restriction on the property to be held by the Lowell Historic Board.

The Preservation Restriction has been approved by the Massachusetts Historical Commission as required under M.G.L. c. 184, §§ 31, 32 and 33. The Lowell Historic is authorized to hold preservation restrictions consistent with Section 7(8) of the Historic Board's statute permitting the Board to "acquire, accept, and maintain real property or interests in real property for historic preservation purposes".

The Historic Board voted unanimously to accept the preservation restriction at their July 14, 2025 meeting.

If you have any questions, please don't hesitate to contact Assistant City Manager/DPD Director Yovani Baez-Rose at 978-674-4252.

Sincerely,

Thomas A. Golden Jr.
City Manager

Attachments