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PRESERVATION RESTRICTION AGREEMENT

Between

CHART HOUSE DEVELOPMENT, LLC

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this_____ day of _____ 2010 (this "Restriction") by and between the CHART HOUSE DEVELOPMENT, LLC located at 234 Middle Street, West Newbury, Massachusetts. 01985 ("**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 9 Orange Street, Newburyport, Massachusetts (hereinafter referred to as "**the Premises**"), described in a deed recorded with the Essex South Registry of Deeds on September 15, 2009, Book 28928, Page 283, (attached hereto as Exhibit A and incorporated herein by reference), said Property improved by two (2) buildings thereon, referred to hereinafter as "**the Buildings**", described as follows:

The house is an excellent example of the Federal style that predominated in Newburyport during the early years of the nineteenth century. The three story house, with a restored symmetrical five bay façade, hipped roof and decreasing window size in the upper floors, is characteristically Federal. Exceptional architectural features include the decorative trim elements such as entablatures above the windows and the fanlight on the street-facing, side entrance. Bed moulding along the roofline is representative of the period. The two story carriage barn has a footprint dimension of approximately 18-by-29 feet. Its gable end faces Orange Street. The Building is further depicted and described in Exhibit C incorporated herein and attached hereto;

WHEREAS, the cultural, historical and architectural significance of the Buildings emanate from their Federal Period Architecture, the Buildings being 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 Buildings and the Premises, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Buildings and the Premises; and

WHEREAS, the Buildings' and the Premises' preservation values are documented in a series of photographs and documents (hereinafter, "**Baseline Documentation**") incorporated herein and attached hereto as Exhibit C, which Baseline Documentation the parties agree provides an accurate representation

of the Buildings as of the date of this grant.

WHEREAS, the Baseline Documentation (Exhibit C) shall consist of the following:

1) Photographs
2) List of Features.
3) Architectural plans detailing the proposed front and west elevations of the Buildings, prepared by Bruce S. Taylor AIA, dated December 2009.

WHEREAS, the Buildings are in need of preservation and restoration; and

WHEREAS, the Grantor has applied for a Special Permit pursuant to Section VI-C of the Zoning Ordinance and as a condition of said permit the Grantor has agreed to impose a restriction on the Buildings and Premises for the preservation and renovation of the aforementioned Buildings, 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 Special Permit and to ensure the preservation of the aforementioned Buildings, 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 Buildings;

WHEREAS, the preservation of the Buildings are 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 Premises and Buildings 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 Premises and the interior and exterior of the Buildings 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 will be retained and maintained during the Term substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Premises or the exterior of the Buildings that will significantly impair or interfere with the Buildings' preservation values or alter views of the exterior of the Buildings. It the further purpose of this Restriction to recommend the preservation of interior features, although such preservation is not mandated by or enforceable under this Restriction. Grantor agrees at all times to maintain the Premises and the exterior of the Buildings in accordance with this Restriction and in compliance with all federal, state and local laws, codes and bylaws applicable to the Premises and/or the Buildings. Grantor's obligation to maintain shall require repair, reconstruction and, where necessary, replacement in kind whenever necessary to preserve the Buildings in a good, sound and attractive condition and state of repair. This covenant to maintain shall, however, be subject to the casualty provisions of paragraph 9.

2. Preservation Restriction: The Grantor agrees not to undertake or allow others to undertake:

a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Buildings unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Buildings and the Premises, 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 Restriction, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto and hereby incorporated by reference.

b. any other act or use that may be harmful to the historic preservation of the Buildings or the Premises.

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

a. the Buildings 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 Premises near the Buildings;

c. no above-ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Premises, subject to utility easements already recorded;

d. no additions and/or outbuildings may be attached to the Buildings without prior approval of the Grantor; and

e. moving the Buildings to another location shall be forbidden without prior approval of the Commission.

4. Conditional Rights Requiring Grantee Approval: Subject to the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Buildings without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Buildings, 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 Buildings. Grantor shall similarly not make any alterations to the surrounding Premises that would obscure the current view of the Buildings, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Buildings and the Premises which are of a minor nature shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines, which are attached to this Restriction and hereby incorporated by reference.

5. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions

of this Restriction, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

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 Buildings and Premises; and

(iii) are not inconsistent with the Purpose of this Restriction;

b. the right to maintain and repair the Buildings 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 Buildings. 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 Commission in accordance with the provisions of Paragraph 4;

6. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at paragraphs 2 and 4 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 Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission 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 Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted. Grantor shall comply with the requirements of this paragraph in seeking Grantor's approval, whenever such approval is required under this Restriction.

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

8. Casualty Damage or Destruction: In the event that Buildings or Premises shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission 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 Buildings and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor

at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, 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 Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and

c. a report of such restoration/reconstruction work necessary to return the Buildings to the condition existing at the date hereof or the condition subsequently approved by the Commission.

9. Review After Casualty Damage or Destruction: If, after reviewing the report provided in paragraph 8 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 10, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Buildings 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 10, Grantor and the Commission agree that restoration/reconstruction of the Buildings 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 Commission, alter, demolish, remove or raze the Buildings, and/or construct new improvements on the Premises. Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 22 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 10, Grantor and the Commission 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. The Arbiter shall have experience in historic preservation matters.

10. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-l" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission'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.

11. 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 Building; 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 Building; 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.

12. 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: Chart House Development, LLC located at 234 Middle Street, West Newbury, Massachusetts. 01985

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

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

13. 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.

14. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Buildings and the Premises on an annual basis and on such other times as Grantee may reasonably request. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

15. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, may result in the Commission 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 Buildings, and such other legal and equitable remedies as may be available to the Commission 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 Commission, reverse any actions or activities which violated this restriction and altered the Buildings.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Buildings be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to

enforce this 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 Restriction, the Commission does not assume any liability or obligation relating to the condition of the Buildings or the Premises, including compliance with hazardous materials or other environmental laws and regulations.

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

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

18. Term of Restriction: Except as provided in Paragraphs 8 and 9, the restrictions, obligations and duties set forth in this Restriction shall run with and the Premises for a period of thirty (30) years 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.

18. 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 whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which 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.

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

20. 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 and the Newburyport Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

21. 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 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.

22. 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.

23. 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.

24. 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 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 amendment is recorded in the Southern Essex County 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.

25. Release: This Preservation Restriction is intended to be a restriction in gross binding for the Term and may only be released, in whole or in part, by the Commission in accordance with any applicable laws, ordinances, rules and regulations.

26. Revised Baseline Documentation: Following the substantial completion of the restoration and rehabilitation of the Building following the plans approved by Grantee, Grantor shall record promptly a new, comprehensive set of high resolution photographic documentation depicting the exterior of the Building, said photographic documentation to be filed with and maintained by the Commission in archival print and digital CD format at the Newburyport Historical Commission, in care of the City of Newburyport Office of Planning and Development, 60 Pleasant Street, Newburyport, MA, 01950, together with a numbered list of photographs indicating photographic view and date taken, said documentation to be used in the administration and enforcement of the purposes and terms of this Restriction.

27. Mortgage Subordination: Grantor represents and warrants to Grantee that the Premises are not subject to any mortgages, liens, or leases prior in right to this Restriction other than the mortgage granted to Newburyport Five Cents Savings Bank, recorded with the Essex South District Registry of Deeds in Book 28928, Page 288, which has subordinated its mortgage to this Restriction. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Premises prior in right to this Restriction.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 26th day of February, 2010.

By: _____

Craig Pessina, Manager Chart House Development, LLC

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 26th day of February, 2010, before me, the undersigned notary public, personally appeared Craig Pessina, 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 above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as Manager of Chart House Development, LLC.

_____

Notary Public

My Commission Expires: July 23, 2010

Print Notary Public's Name: Mark W. Griffin

MARK W. GRIFFIN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMM. EXPIRES JULY 23, 2010

GRANTEE:

City of Newburyport

By: _____

Linda Smiley/Chairperson

Its duly authorized Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 4 day of March, 2010, before the undersigned notary public, personally appeared Linda Smiley, 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: Richard B. Jones

My Commission Expires 4/19/2013

Print Notary Public's Name: _____

393083/NBPT/0001

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 MARCH 15, 2010, 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

Richard B. Jones

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

CITY OF NEWBURYPORT

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 17 day of March, 2010, before the undersigned notary public, personally appeared Donna D. Holaday, 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:

PATRICIA E. BARKER
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Sept. 15, 2011

Print Notary Public's Name: _____

Exhibit A:

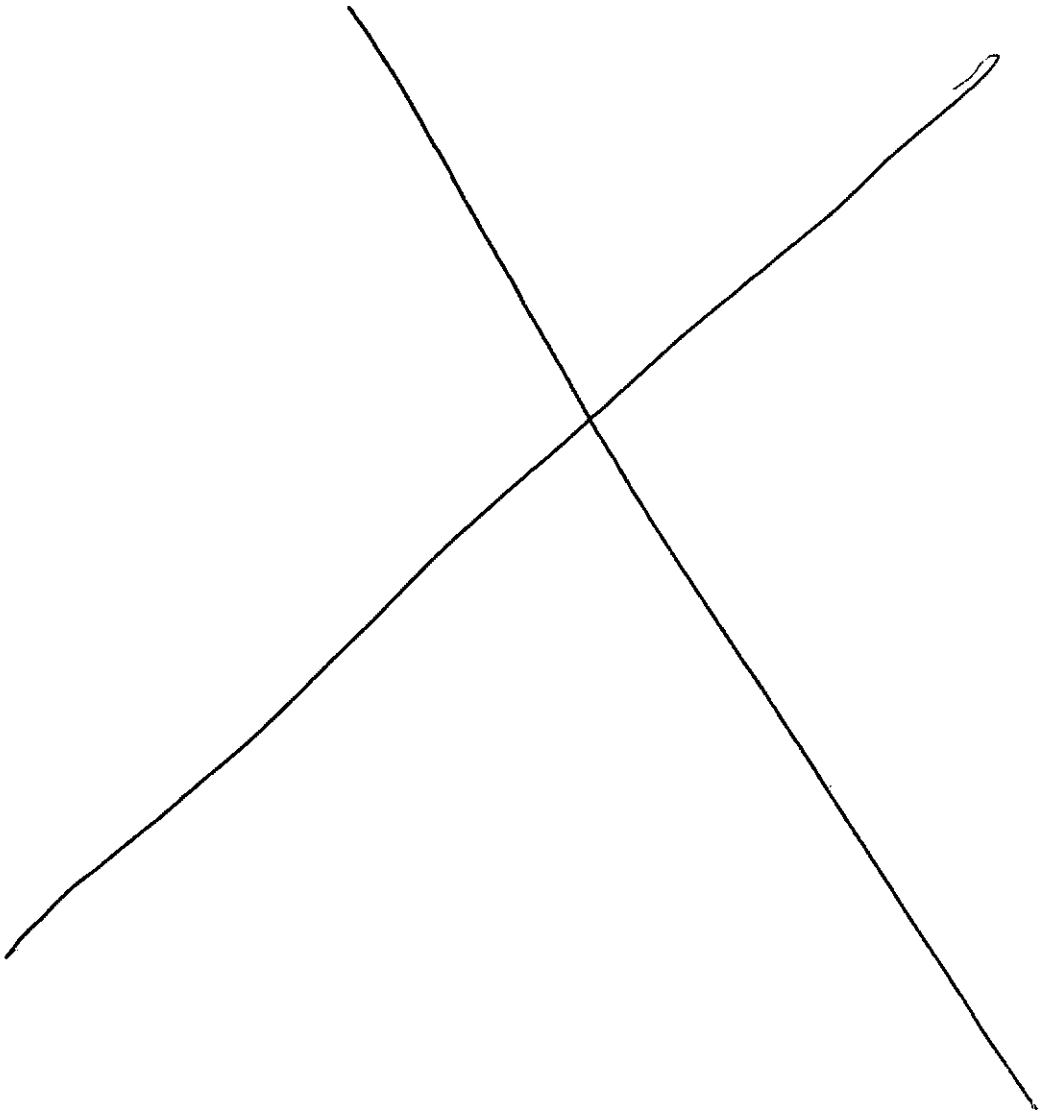
Deed to Premises – See Attachment.

Exhibit B:

Site Plan – See Attachment.

Exhibit C:

Baseline Documentation – See Attachment.



RESTRICTION GUIDELINES

ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT

BETWEEN THE CITY OF NEWBURYPORT AND

CHART HOUSE DEVELOPMENT, LLC

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the Preservation Restriction, which deals with alterations to the Premises, including the Buildings. 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 non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental ironwork, stone, decorative or significant woodwork.

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.

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 assessed.

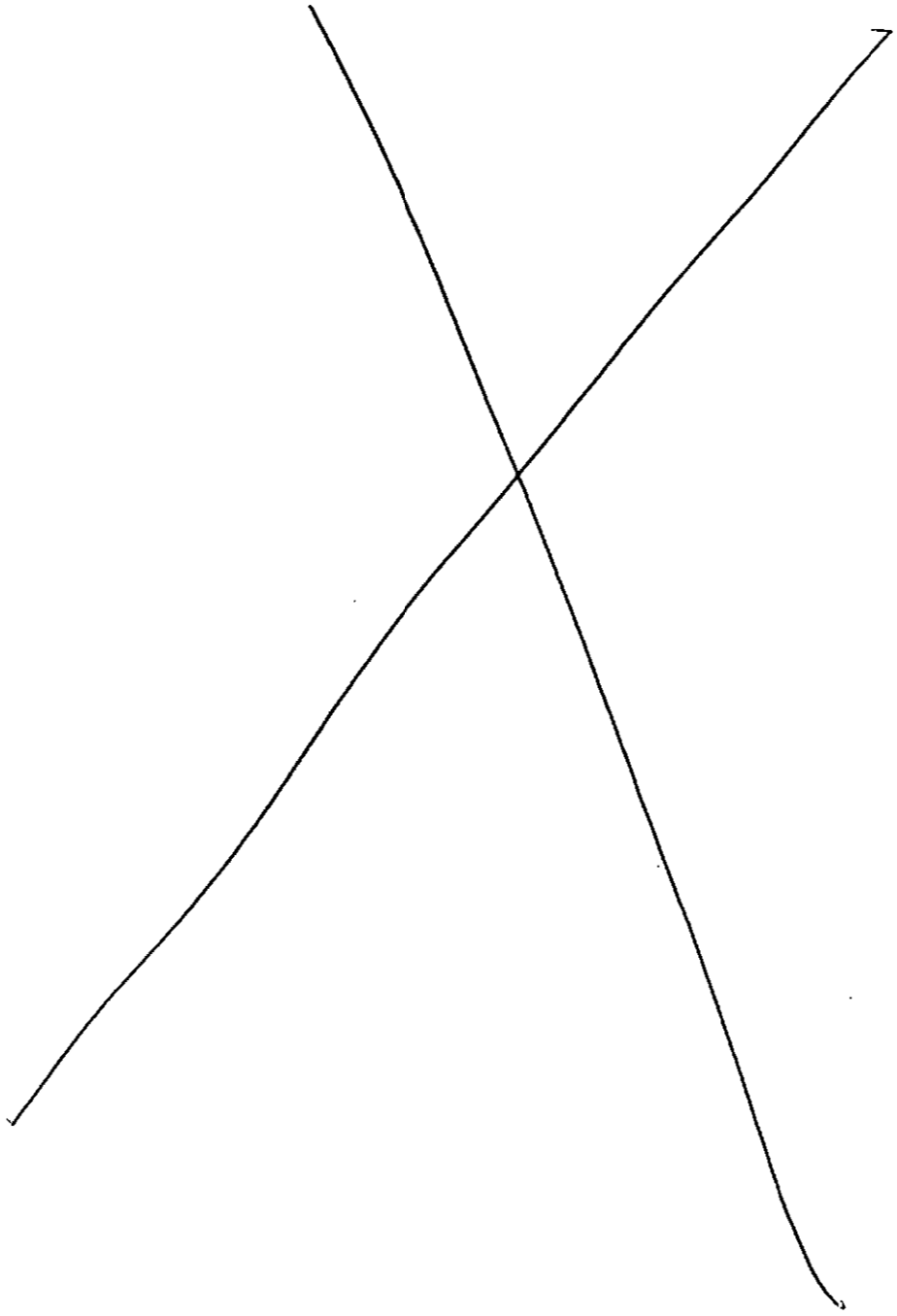
It is the responsibility of the property owner to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

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.

393083/NBPT/0001

EXHIBIT A

Deed to Premises – Attached



Box 9

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09/15/2009 02:41 DEED Pg 1/3

QUITCLAIM DEED

We, Jerome P. Bergeron of 172 Beacon Street, Marblehead, Massachusetts, as Administrator of the Estate of Florence A. Bergeron, Essex Probate Court Docket Number ES08P3172EA, Jacques Bergeron of 8 Franklin Street, Marblehead, Massachusetts, Judson A. Bergeron of 4 Puritan Road, Marblehead, Massachusetts, Joanna M. Louf f/k/a Joanna M. Bergeron of 42 Hanson Street, Salem, Massachusetts, and Jeanne Bergeron Robertson of 8630 Mapleville Road, Mt. Airy, Maryland, individually, as beneficiaries of the Alexander Realty Trust, recorded at Essex South District Registry of Deeds, Book 5914, Page 337, and as deemed beneficiaries and trustees of said trust pursuant to the Certificate of Beneficiaries, recorded immediately prior hereto,

For consideration paid and in full consideration of Four Hundred Forty Thousand ($440,000.00) and 00/100 Dollars,

Grant to Chart House Development, LLC, a Massachusetts Limited Liability Company

With quitclaim covenants the land in Newburyport, Essex County, Massachusetts, together with the buildings thereon, now numbered 9 Orange Street, bounded and described as follows, viz: -

Commencing at the southerly corner thereof on Orange Street by land now or formerly of Moulton, thence running

NORTHEASTERLY	by said land of Moulton, 91 feet, 9 inches to land now or formerly of George H. Dow; thence
NORTHWESTERLY	in part by said land of Dow, in part by land of or formerly of Henry T. Moody, and in part by land of or formerly of Julia Corey, 65 feet, 3 inches to land now or formerly of John W. Shaw, thence
SOUTHWESTERLY	by said land of Shaw, 91 feet, 6 inches to Orange Street; and thence
SOUTHEASTERLY	by said Street, 66 feet to the point of beginning.

All of said measurements being more or less.

For title reference is made to deed dated November 18, 1992, and recorded with Essex South District Registry of Deeds Book 11608, Page 394. For further reference see the Estate of Florence A. Bergeron, Essex Probate Court Docket No. ES08P3172EA.

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 09/15/2009 02:41 PM
ID: 748262 Doc# 20090915003780
Fee: $2,006.40 Cons: $440,000.00

Executed by our free act and deed and as a sealed instrument this ____ day of September, 2009.

Jacques Bergeron

Judson A. Bergeron

Joanna M. Louf

Jeanne Robertson

Jerome P. Bergeron
For the Estate of Florence A. Bergeron

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. **Date:** September 10, 2009

On this 10 day September, 2009, before me, the undersigned notary public personally appeared, **Jerome P. Bergeron** and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.

SEAN M. WYNNE MY COMM. EXPIRES DEC. 3, 2015 NOTARY PUBLIC

Notary: Sean M Wynne
My Commission Expires: December 3, 2015

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. **Date:** September 10, 2009

On this 10 day September, 2009, before me, the undersigned notary public personally appeared, **Judson A. Bergeron** and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.

SEAN M. WYNNE MY COMM. EXPIRES DEC. 3, 2015 NOTARY PUBLIC

Notary: Sean M Wynne
My Commission Expires: December 3, 2015

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. **Date: September 15, 2009**

On this 15 day September, 2009, before me, the undersigned notary public personally appeared, **Joanna M. Louf** and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.

Notary: Sean M. Wynne
My Commission Expires: December 3, 2015

SEAN M. WYNNE NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES DEC. 3, 2015

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. **Date: September 10, 2009**

On this 10 day September, 2009, before me, the undersigned notary public personally appeared, **Jacques Bergeron** and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.

Notary: Sean M. Wynne
My Commission Expires: December 3, 2015

SEAN M. WYNNE NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES DEC. 3, 2015

STATE OF MARYLAND

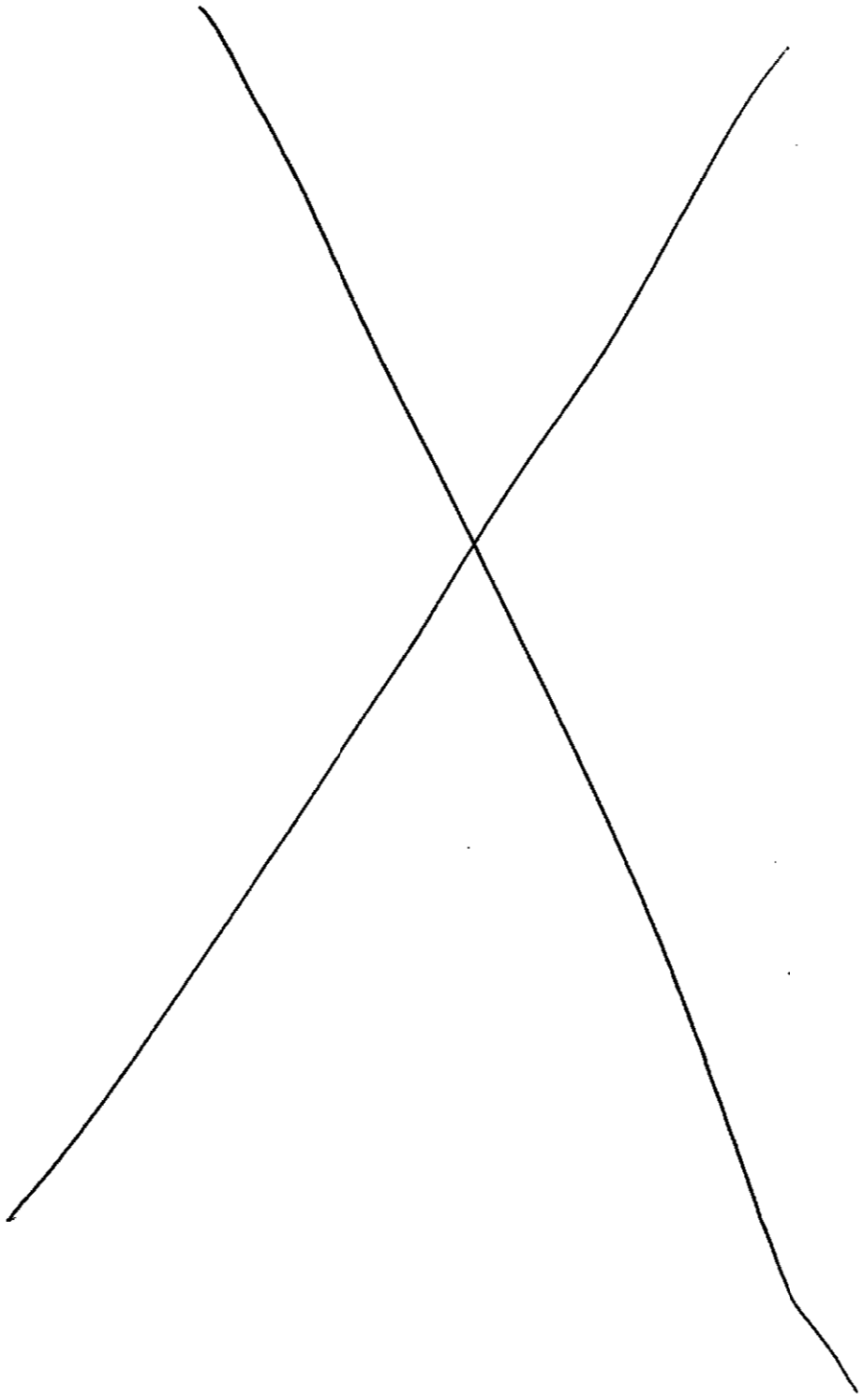
_____, **ss.** **Date: September 9, 2009**

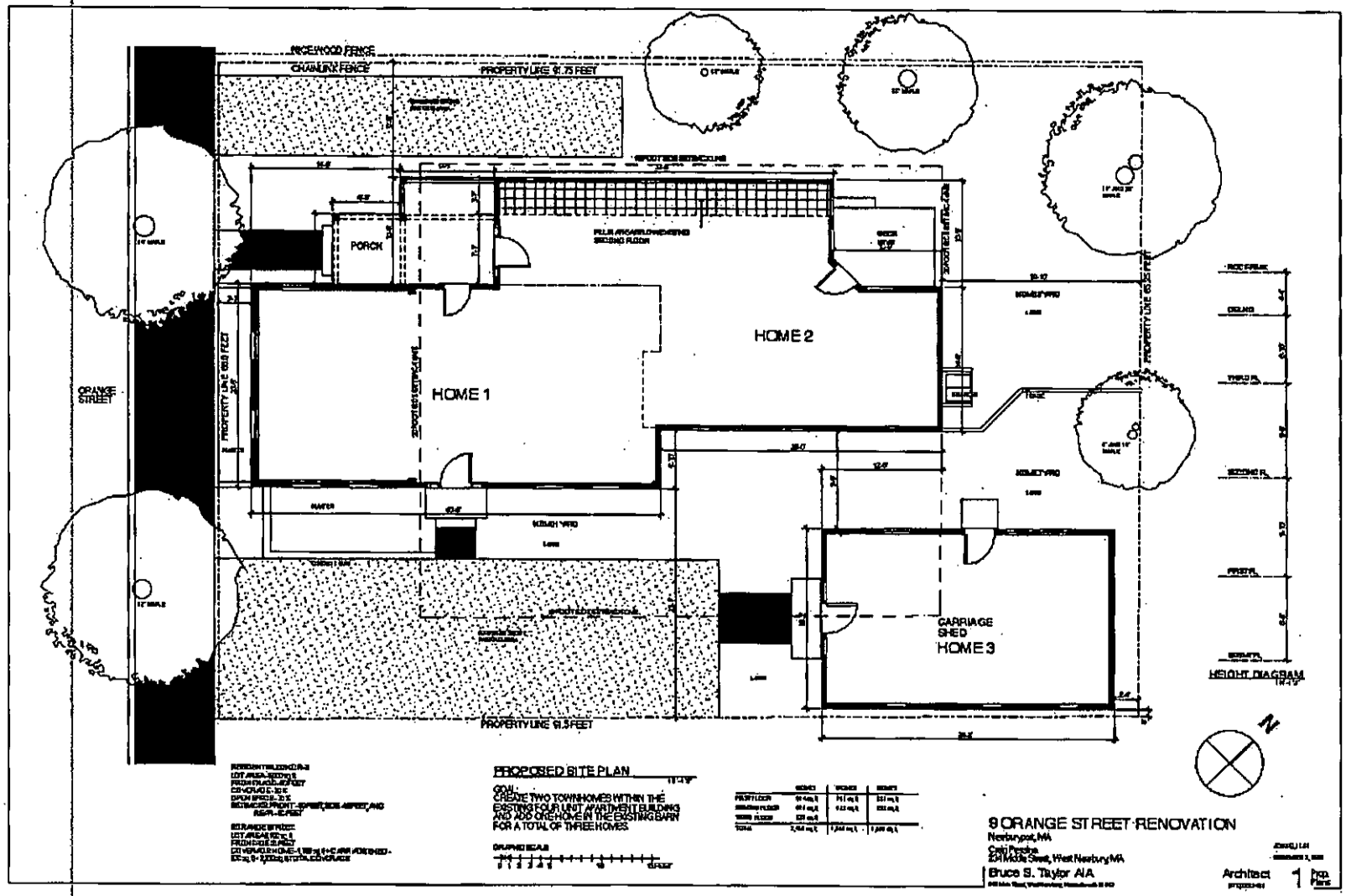
On this 9th day September, 2009, before me, the undersigned notary public personally appeared, Jaime Robertson and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.

Notary: Joni Clements
My Commission Expires: 7-19-2011

EXHIBIT B

Site Plan - Attached





PROPOSED SITE PLAN

GOAL:
CREATE TWO TOWNHOMES WITHIN THE EXISTING FOUR UNIT APARTMENT BUILDING AND ADD ONE HOME IN THE EXISTING BARN FOR A TOTAL OF THREE HOMES

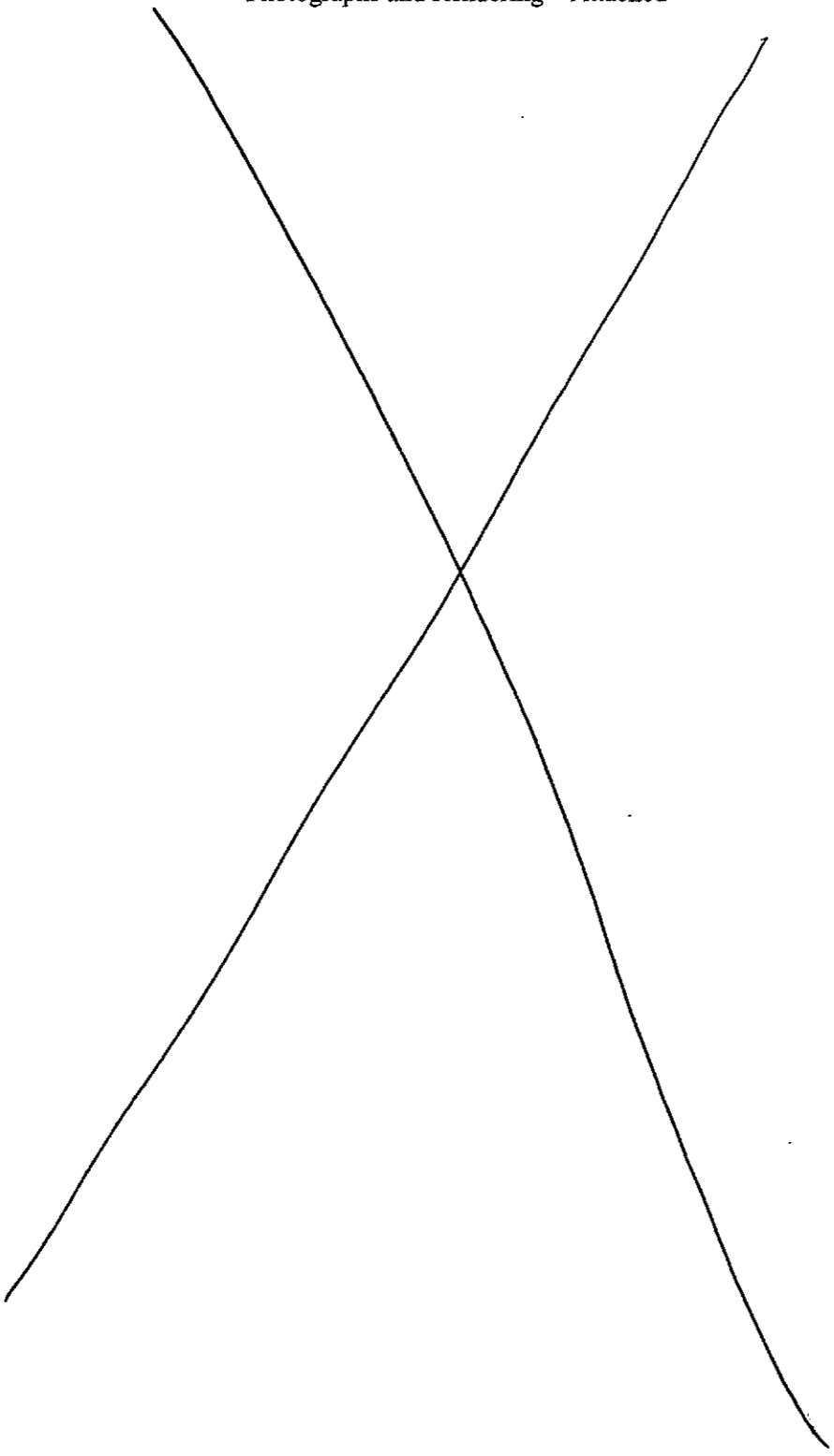
9 ORANGE STREET RENOVATION
Newburyport, MA

Bruce S. Taylor AIA

Architect 1

EXHIBIT C – Baseline Documentation

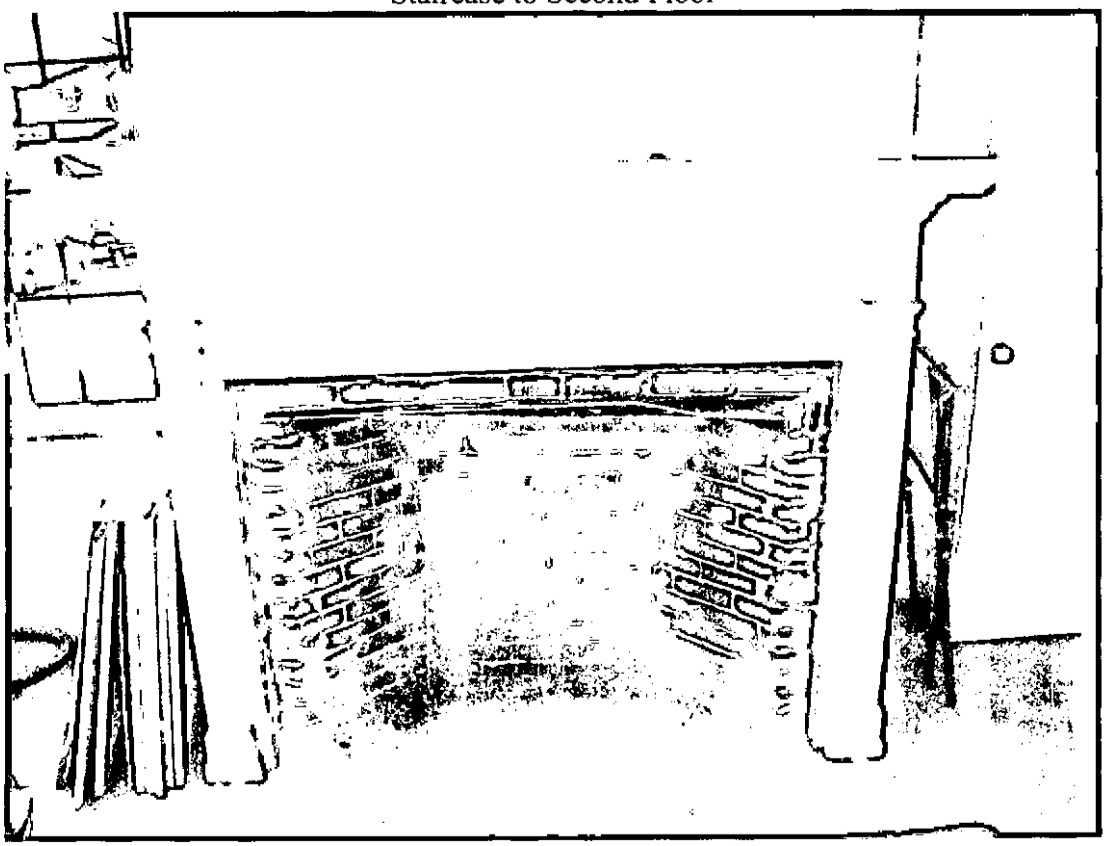
Photographs and Rendering – Attached



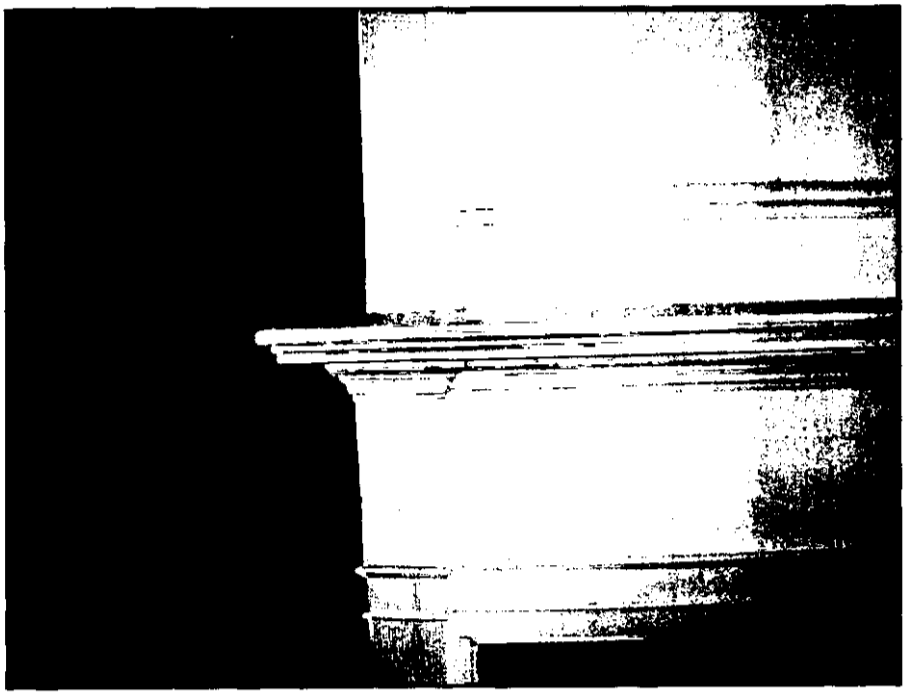
9 Orange Street
Exhibit C
Rendering of completed restoration.

9 Orange Street
Exhibit C
Front From Orange Street.

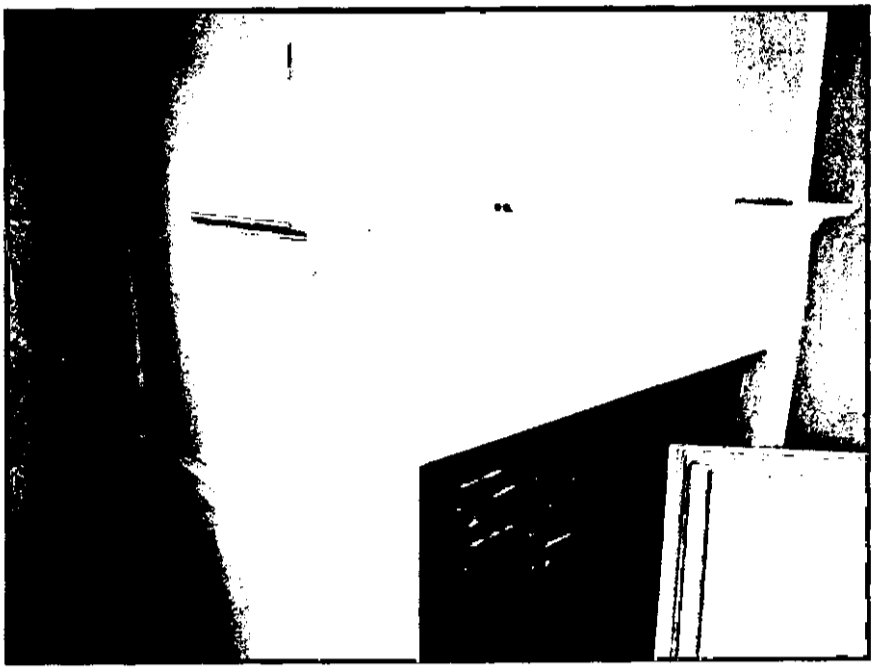
9 Orange Street
Exhibit C
Staircase to Second Floor



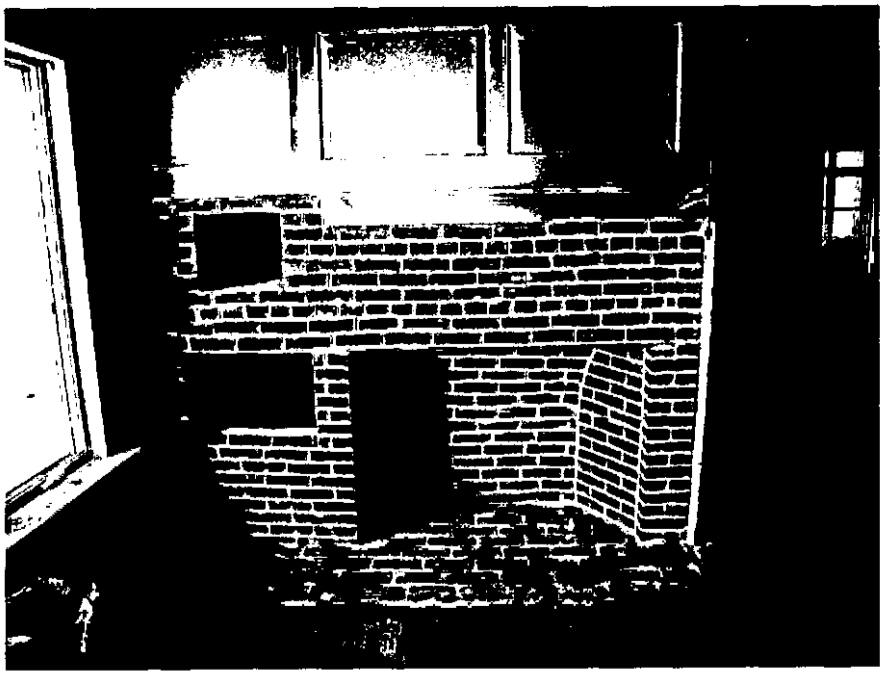
9 Orange Street
Exhibit C
Front First Floor Fireplace



9 Orange Street
Exhibit C
Second Floor Rear Fireplace



9 Orange Street
Exhibit C
Second Floor Front Fireplace

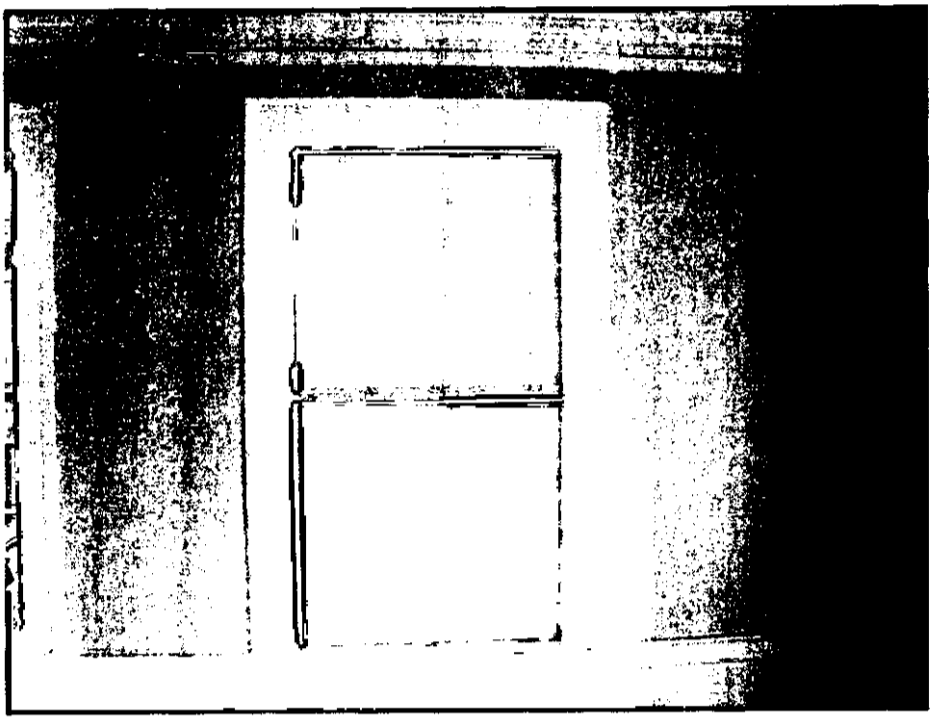


9 Orange Street
Exhibit C
First Floor Rear Fireplace

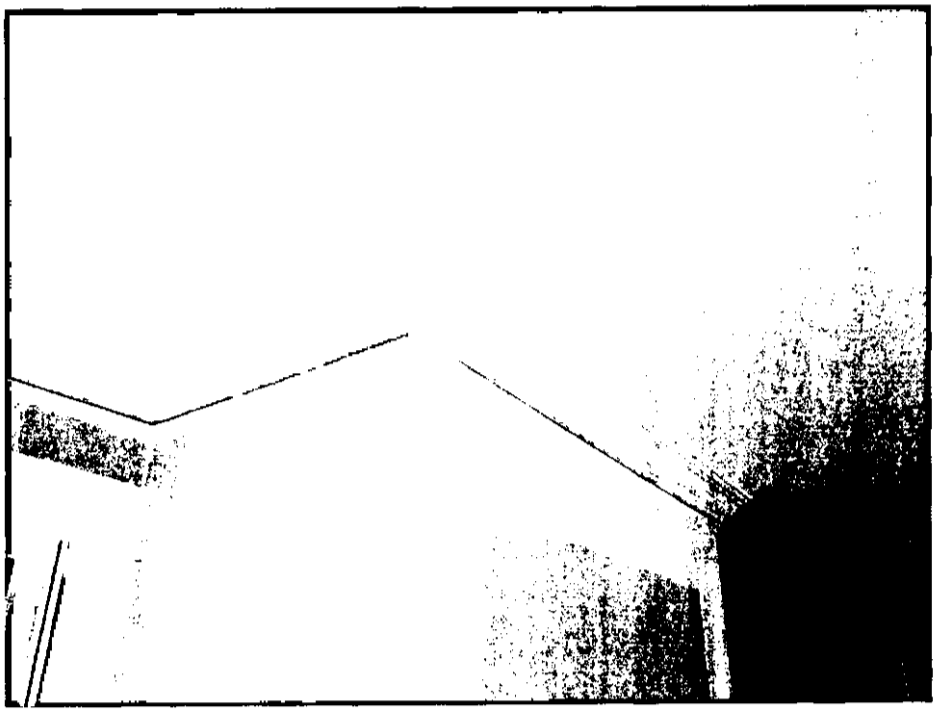
9 Orange Street
Exhibit C
Chimney Arch

9 Orange Street
Exhibit C
Main Entrance Fan Light

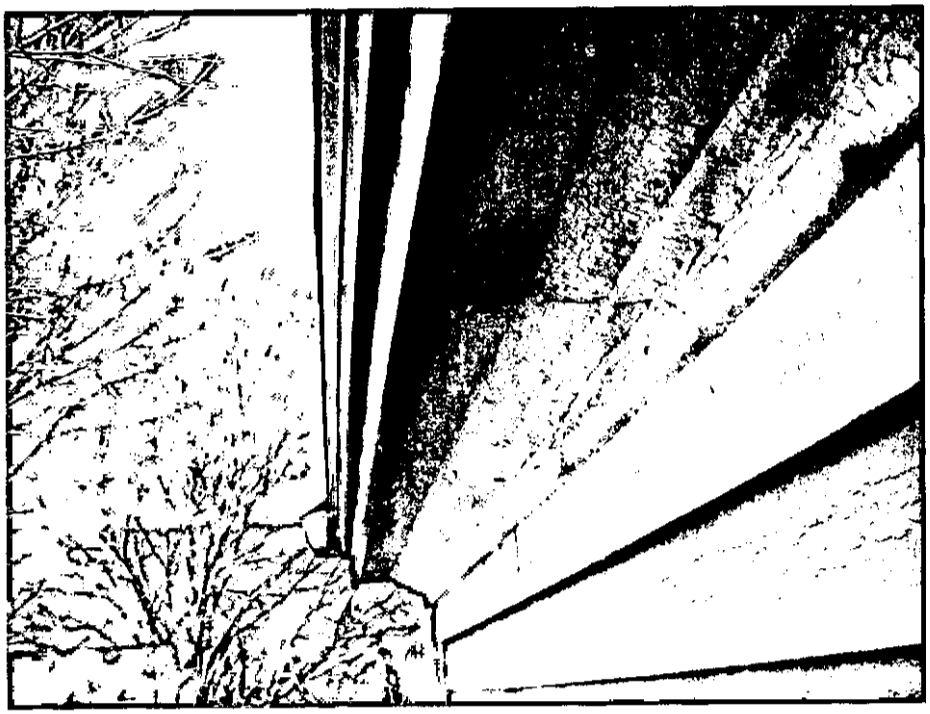
9 Orange Street
Exhibit C
Entablatures



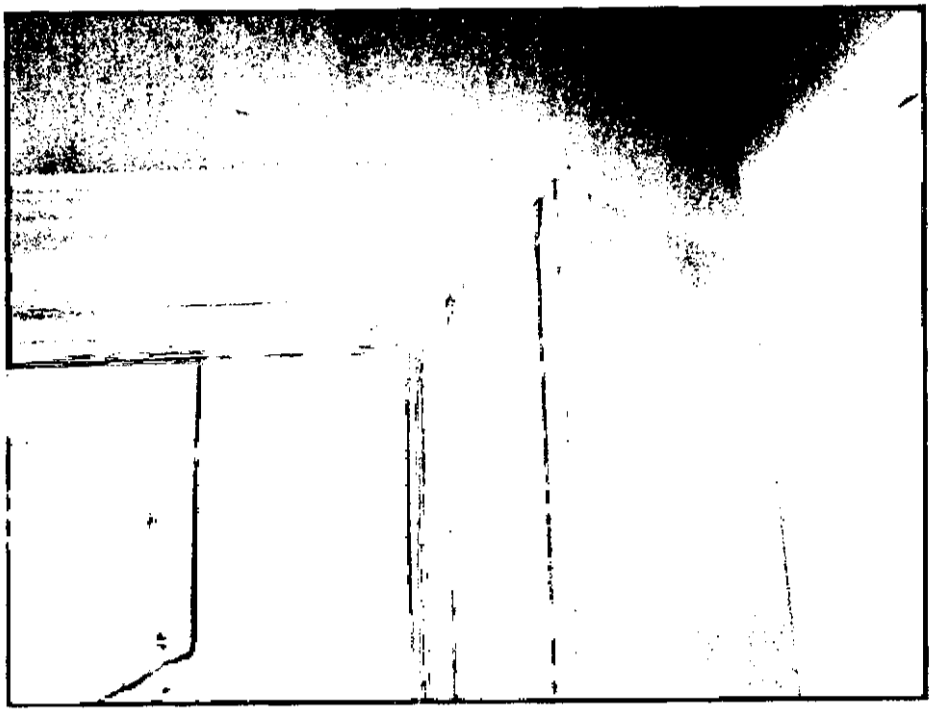
9 Orange Street
Exhibit C
Pocket Shutters



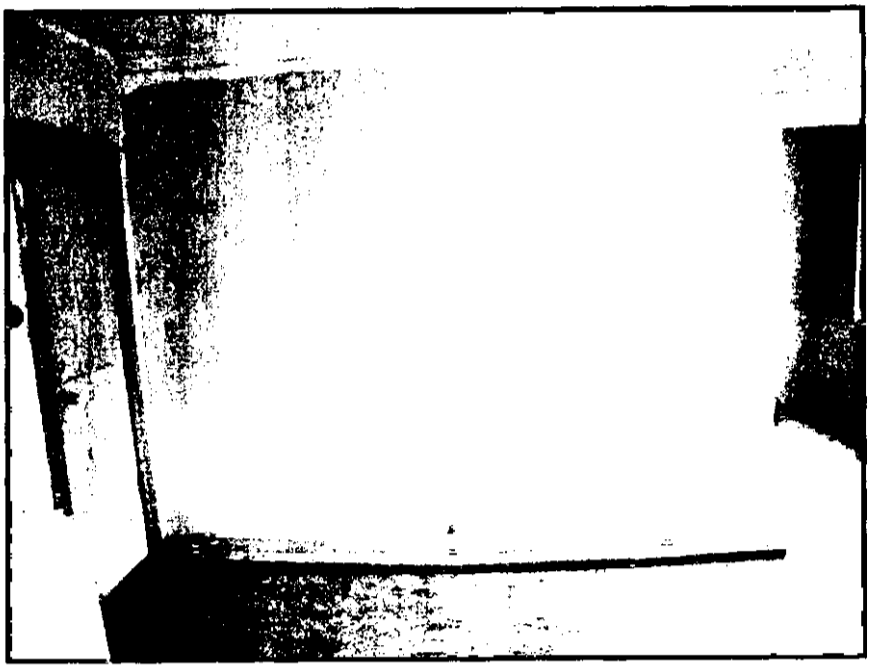
9 Orange Street
Exhibit C
Front Hallway Crown Detail



9 Orange Street
Exhibit C
Bed Moulding



9 Orange Street
Exhibit C
Door Trim Detail



9 Orange Street
Exhibit C
Chair Rail

List of Features

Exterior:

A. Fenestration pattern of the original main structure

B. Side entrance facing Federal Street, most especially the fanlight

C. Locations and appearance of chimney masses.

D. Decorative trim elements including entablatures above windows

E. Bed moulding and roof line

Interior (Suggested for Preservation):

A. Woodwork around fireplaces (excluding woodwork on the first floor rear chimney)

B. Main hallway including staircase woodwork to 2rd floor

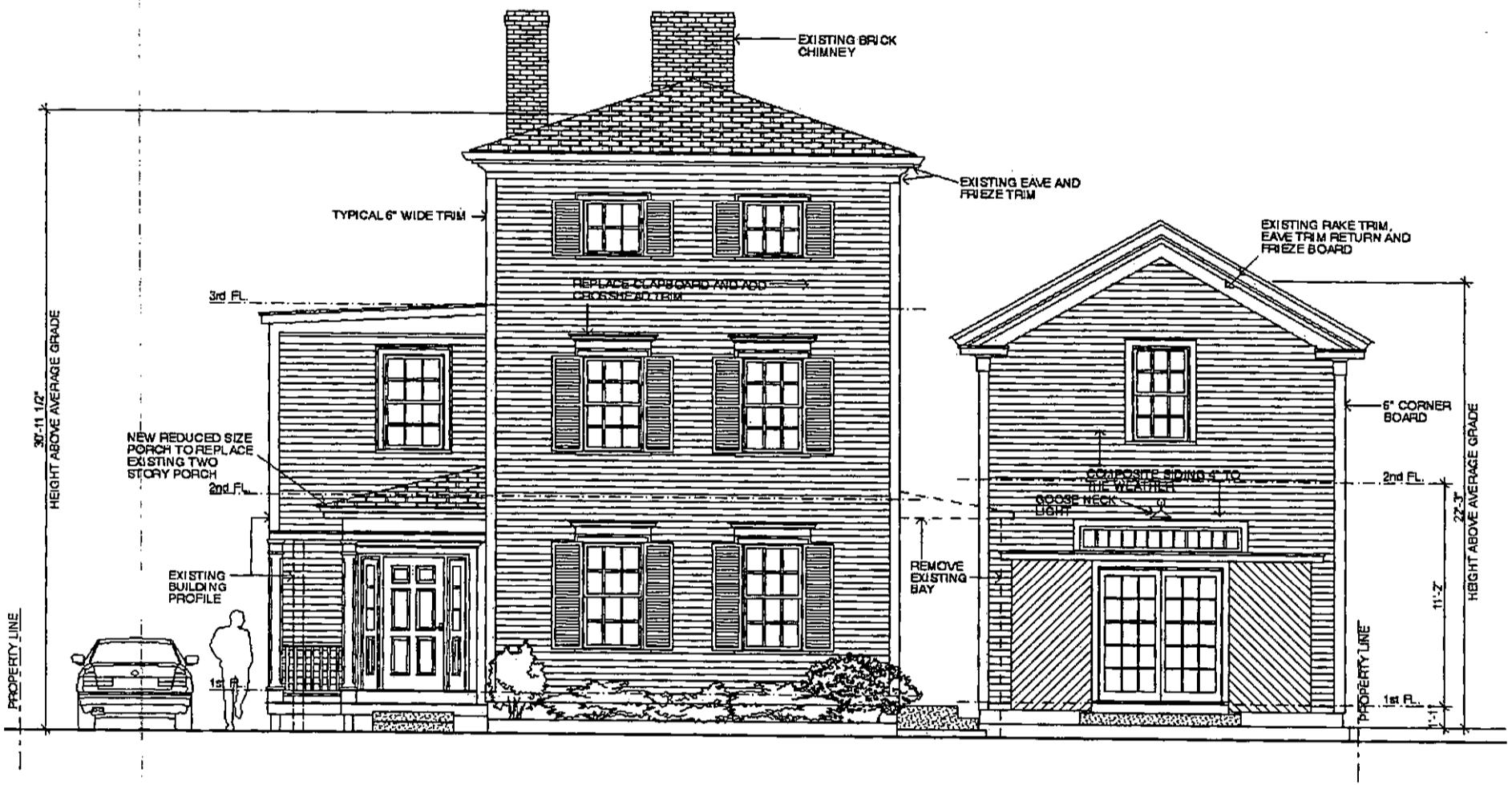
C. Chimneys from basement floor to above the roof

D. Fenestration detail especially pocket shutters including divider supports

E. Decorative trim features including wainscoting, door trim, chair rails and window trim.

Barn/Carriage House

Shape,size,massing and scale of this building, front openings including window and front entrance as shown in plan

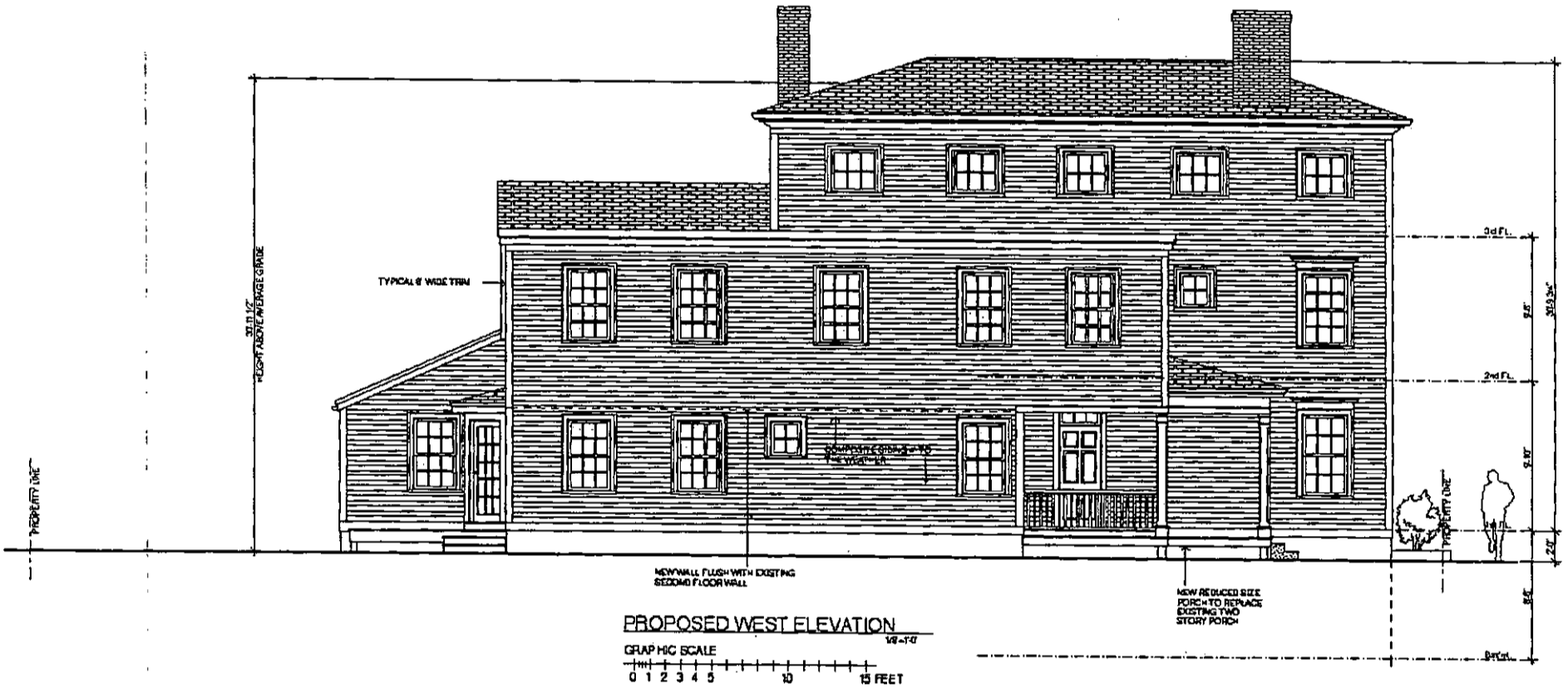


PROPOSED FRONT ELEVATION

1/8"=1'-0"

GRAPHIC SCALE

0 1 2 3 4 5 10 15 FEET



PROPOSED WEST ELEVATION

GRAPHIC SCALE

0 1 2 3 4 5 10 15 FEET