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PRESERVATION RESTRICTION AGREEMENT

between

The First Religious Society Unitarian Universalist

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this 21 day of Dec. 2018 by and between the The First Religious Society Unitarian Universalist, located at 28-30 Pleasant Street (aka 26 Pleasant Street), Newburyport, Massachusetts. 01950 ("Grantor"), and the CITY OF NEWBURYPORT ("**Grantee**"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 ("**Commission**"),

WHEREAS, the Grantor is the owner of certain real property located at 28 – 30 Pleasant Street, Newburyport, Massachusetts, referred to as "**the Property**" and containing about .60 acres, more or less, comprising the Property conveyed by the Vote of the Inhabitants of the Town of Newburyport dated January 7, 1800, Newburyport Town Records Vol. 11 Page 209, and vote to acquire the "Rock Lot" dated May 22, 1800, and additional land adjoin, by vote of September 21, 1801 as affected by authorization of the Great and General Court to acquire land and build, set forth in Chapter 6 of the Acts of 1800, and Chapter 62 of the Acts of 1801; and by Deed granted by the Newburyport Redevelopment Authority to the First Religious Society (Unitarian) in Newburyport, Massachusetts dated September 19, 1973 and recorded in the Essex South Registry of Deeds in Book 6016, Page 439 as affected by Confirmatory Deed granted by the Newburyport Redevelopment Authority to the First Religious Society Unitarian-Universalist in Newburyport, MA, dated March 1, 2004, and recorded with said Registry of Deeds in Book 22530, Page 249; and the First Religious Society, Unitarian Universalist, in Newburyport, Ma, a body politic and corporate, was formerly known as "The First Religious Society (Unitarian) in Newburyport, Massachusetts,," and "The First Religious Society in Newburyport." Pursuant to Chapter 44 of the Acts of 1793. See Exhibit A incorporated herein by reference and attached hereto, said Property improved by two buildings thereon known as the Meeting House and the Parish Hall. See also "Boundary Plan of Land in Newburyport, Massachusetts" drawn by Port Engineering, August 6, 2003 and recorded in Plan Book 375 Plan 28 and attached hereto as Exhibit A-1. This Preservation Restriction shall only apply to the exterior of the Meeting House which shall be referred to hereinafter as "**the Building**", described as follows:

The wood framed structure consists of two integral connected structures. A six element steeple tower with its primary side facing Southwest (Pleasant Street) that includes a two-story entry façade, above, which is a square tower, rising to a square open belfry, surmounted by a large octagonal chamber, which in turn supports a smaller octagonal chamber, from which rises and octagonal steeple. The steeple tower projects from the main two-story church building. The entire building is painted white.

The Southwest entry façade facing Pleasant Street of the steeple tower consists of four Doric fluted pilasters on recessed-panel bases rising to a cornice. The columns divide the façade into a tripartite design and are separated by planked siding. The frieze consists of triglyphs, metopes and mutules, surmounted by a closed gable pediment with modillions inside the pediment peak

and below the cornice. There is a later modified semicircular 8-light fanlight in the tympanum. The first floor of the center section features a pedimented doorway which is flanked by Doric fluted pilasters with an entablature of triglyphs and metopes. The semicircular fanlight atop the 6-paneled (recessed panels) door is decorated with a circumscribed semicircular 7-ray sunburst from which radiate 6 rays, the other points of which are draped with swags of bellflowers and stars. There is a semicircular border of carved rosettes around this fanlight. Inside the pediment peak are curved shaped elements possibly pendentive arches terminating in guttae.

Above this doorway on the second floor is a Palladian window with four Doric fluted pilasters and Doric entablature (including small modillions) surmounted by a segmented, rayed fanlight which is topped by a semicircular border of carved rosettes. The two façade elements to either side of the center section each feature a doorway with a 6-paneled door, flanked by plain Doric pilasters and surmounted by a simple Doric entablature of metopes and triglyphs and guttae below. On the second floor over the side doorways is a semi-circular-headed sash window, 12 over 12, topped by a segmented fanlight. Entry is made across the entire front façade on a tier of granite steps. Flanking each door is a pair of wrought iron boot scrapes and to either side of the center door are wrought iron handrails, the newel post topped with an urn (handrails and newel post not original).

The large square steeple tower that rises above the roofline of the front façade consists of quoins at the front corners and is clapboarded. There is one 12 over 12 window with Doric frieze and projecting cornice. Underneath the entablature of this tower section is a row of large curved elements possibly pendentive arches terminating in guttae. Four free-standing obelisks, possibly original, demarcate the four corners of the open belfry level where four plain Doric pilasters flank a center keystone arch. A baluster railing runs across the bottom opening of the arch and a Doric entablature runs across the top of the belfry level. Acorn shaped urns, possibly original, define the lower corners of the large octagonal chamber level where eight Corinthian columns separate eight 6 over 9 windows with rounded 5-segmented fanlight tops, all topped with a Corinthian entablature.

Urn-shaped finials define the corners of the next small octagonal section composed of eight Gothic-headed windows separated by fluted pilasters. Above the small octagonal chamber is the original octagonal clapboarded steeple which is topped by a cock weathervane.

The Southeast side (State Street) of the steeple tower entry projection is clapboarded and contains a side entrance door topped by a fanlight (both not original); the door cornice moldings duplicate those of the front side doors. There is a 12 over 12 window on the second floor and the roof cornice duplicates that of the west front. The Northwest corner (Unicorn Street) side of the steeple tower contains a 12 over 12 on both first and second floors and no doorway.

The gable-ended southwest (Pleasant Street) ends of the main building are lap-sided with 12 over 12 windows on each of two floors. Window surrounds duplicate those of the steeple tower 12 over 12 windows. Corner pilasters echo southwest projection pilasters. The two-story southeast (State Street side) and northwest (Unicorn Street) sides of the main building have a granite block foundation, which is old, but not original on the southeast side and is new on the northwest side. There are seven 12 over 12 windows on each floor with elaborate entablatures with triglyphs, metopes and mutules. Above these elements are a row of curved elements possibly pendentive arches terminating in guttae.

There are fluted pilasters at the corners. The cornice decoration duplicates the front west façade including modillions below the eaves and a frieze with triglyphs, metopes and mutules. Above

the frieze and below the modillions is a heavy bed moulding. The clapboard is composed of approximately four-foot elements with shallow scarf joints secured with original rose-head nails. Approximately 90 percent of the original siding remains.

The two-story gable-ended northeast (facing the Merrimac River) elevation is clapboarded with a center Palladian window to be centered by four plain pilasters topped by a plain projecting cornice and semicircular fanlight. Flanking the Palladian window are eight windows, four per floor, two each side, with 12 over 12 lights and typical Newburyport Federal period projecting cornices. These simple cornices contain a one-piece curved tapering projection. There is a later added brick chimney mounted externally to the structure. a projecting one-story structure on a field-stone foundation is entered by steps and a door on the south side. On the north side of this projection, is a 6 over 6 double-hung window.

In the foundation level of the north elevation are two entry doors and three sets of double-hung sash. The church offices and meeting rooms are located in the basement and accessed by a series of steps and handicap-accessible inclined brick walkways. In addition the doors are flanked by early window openings in the foundation in what would have been the basement (now church offices). The current windows are replacements.

Note 1: The window glass in the church is estimated as 30 percent original and an additional 40 percent old (but not original to the structure).

Note 2: This church was an important inspiration to Samuel McIntire (Salem's master carver and architect) who came to Newburyport to study it before designing the very similar South Church in Salem, built 1803/1804, and which burned in 1903.

Note 3: see Historic American Building Survey (HABS) for limited drawings at main lower levels.

The Building is located in approximately the center of the Property and is bounded on the front or Pleasant Street side by brick sidewalks, to the west by lawn and a depressed brick patio leading to the lower level of the Building, to the north or rear by laws, deciduous trees and evergreen bushes and to the east by a sidewalk and sparse grassy area separating the Building from the Parish Hall.

The Building is further depicted and described in Exhibit B incorporated herein and attached hereto by reference; and

WHEREAS, the cultural, historical and architectural significance of the 1801 Building and the Property was recognized by their individual listing in the National Register of Historic Places on April 2, 1976, their inclusion as a contributing resource to the Newburyport Historic District, listed in the National Register of Historic Places on August 2, 1984, and their resulting inclusion in the State Register of Historic Places. The Building and the Property are important for their associations with the social and religious history of Newburyport, and to the public's enjoyment and appreciation of Newburyport's architectural and historical heritage; and

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

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, 'Baseline Documentation') incorporated herein and attached

hereto as by reference as Exhibit B, which Baseline Documentation the parties agree provides an-accurate representation of the Building as of the date of this grant; and

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

- A. A set of thirty (39) exterior photographs of the Building taken in August, 2017;
 - 1. South Facade - Ground to top of spire
 - 2. South Facade - Main Entrance Doors
 - 3. Steeple Tower Base/Vestibule and Sanctuary
Main Southeast Elevation
 - 4. Steeple Tower Base/Vestibule Southeast
Elevation – Detail
 - 5. Sanctuary Main (Southeast) Facade
 - 6. Steeple Tower Base/Vestibule and Sanctuary
Main Southwest Elevation
 - 7. Steeple Tower Base/Vestibule Southwest
Elevation - Detail
 - 8. Sanctuary Main (Southwest) Façade
 - 9. Center entrance door (South Facade)
 - 10. Sunrise half-round window above center
entrance door
 - 11. Detail above one of the side entrance doors
(South Facade)
 - 12. Window at second level above center
entrance door (South Facade)
 - 13. South Facade of Steeple from Vestibule roof
peak to top of Spire
 - 14. South Facade of Steeple from Bell Deck to
top of Spire
 - 15. Bell Tower Arch
 - 16. Bell Deck Corner with Obelisk
 - 17. Lower Light Tower
 - 18. Lower Light Tower Corner Detail
 - 19. Upper Light Tower
 - 20. Soffit of East Facade taken directly up
 - 21. Typical window detail at first level of
Sanctuary
 - 22. Full West Facade with Steeple
 - 23. West Facade of Sanctuary - Rear
 - 24. West Facade of Sanctuary – Front
 - 25. West Facade First Level and Basement - Rear
 - 26. West Facade First Level and Basement -
Center
 - 27. West Facade First Level and Basement -
Front
 - 28. East Facade from Rear Corner
 - 29. East Facade Center - Bottom

30. East Facade Center – Middle
31. East Facade Center - Top
32. North Facade – Full
33. North Facade - Left
34. North Facade – Middle
35. North Facade - Right
36. North Facade - Robing Room Side Elevation
with Utility Structure in Foreground
37. North Facade - Robing Room Rear Elevation
38. North Facade - Robing Room Side Elevation
with HVAC units in Foreground
39. Pediment Corner Detail

B. B-2 Massachusetts Historical Commission Inventory Form- B Building, dated September 20, 1980.

C. B-3 Newburyport Assessors' Parcel Map with Building Footprint; and

WHEREAS, there are certain aspects of the Building in need of preservation and restoration; and

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project #9 by the City Council on June 9, 2016, the sum of two hundred thousand dollars (\$200,000) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration 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 restoration 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 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 40C, 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, except as set forth herein, to be administered, managed and enforced by the Commission.

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 their current condition or in a restored condition approved by the Commission 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 Building unless (i) clearly of 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 C and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.
- c. Notwithstanding the foregoing:
 - i. in the event the Grantor is required by law to make improvements to the Building or Property or is required in writing by its insurance carrier to make improvements to the Building or Premises in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements which are required by law or by insurance qualifications and which are to maintain or improve the safe operation of the Grantor's business and provision of services for its employees and visitors. Said changes or improvements shall be subject to reasonable review by the Grantee.

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 Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building in accordance with the vote of the City Council as set forth above.

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 Commission and the Grantor may reasonably and mutually agree upon 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 exists 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 Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantor's covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

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. except to the extent that said easements may be taken, the Grantor shall not voluntarily, place above-ground utility transmission lines, and 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 Commission.

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 Commission and the Grantor may mutually and reasonably agree upon and thereafter impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission, which said approval shall not be unreasonably withheld. 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, except those signs currently existing, 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 the installation of permanent signage or trees or very large shrubs without approval of the Commission.

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 Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit C), which are attached to this Agreement and hereby incorporated by reference.

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 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 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 Commission in accordance with the provisions of Paragraph 5;
 - c. the right to remove and replace, if the Grantor deems appropriate, the Weathercock on top of the Building and the restrictions imposed hereunder shall in no way limit or restrict whatsoever the rights of the Grantor with respect to the Weathercock.
 - d. the right to remove, replace, re-construct, renovate or take any action whatsoever as the Grantor deems appropriate on the building on the Property known as the Parish Hall and which is located to the east of the Building/Meeting House.

7. 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 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 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, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

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 Commission 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 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 Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work which said approval shall not be unreasonably withheld. 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 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 Commission.

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 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 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 Commission 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 Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to extinguish this Restriction in accordance with the 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 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. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-I" 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.

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 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 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 on or about the Building; unless such injury, death, or damage is caused 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.

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: Business Administrator
First Religious Society Unitarian Universalist
28- 30 Pleasant Street
Newburyport MA 01950

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 herein by a notice to such effect to the other party.

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 Buildings and the Property on an annual basis. Grantor covenants not to withhold unreasonably 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 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 Building, repayment of the Funds, 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 Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation 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 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 Commission 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 Buildings 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 Grantors 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 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 perpetual right of the Commission 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 Grantorship 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.

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, 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. Grantee shall obtain Grantor's 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 Commission as 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 Newburyport, and the Newburyport Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District 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 public hearings by the City of Newburyport 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 terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument 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 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 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 increment 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 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.

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 but not limited to G.L. c. 184 §32 and including approvals following public hearings by the City of Newburyport 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).

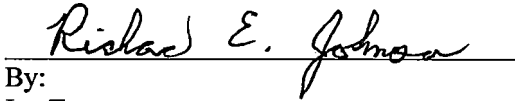
IN WITNESS WHEREOF, the Grantor sets its hand and seal this 13TH day of December, 2018.
By:

GRANTOR:

First Religious Society Unitarian Universalist



By: PARISH BOARD CHAIRPERSON
Its: ~~President~~



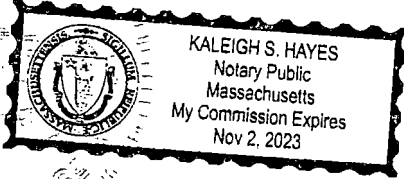
By:
Its: Treasurer

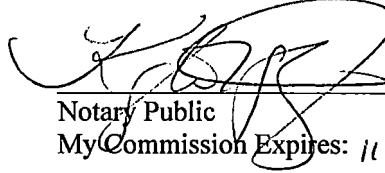
Duly authorized by a vote of the Board on December 12, 2018.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 20th day of December, 2018, before me, the undersigned notary public, personally appeared Arthur C. Henshaw, 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.

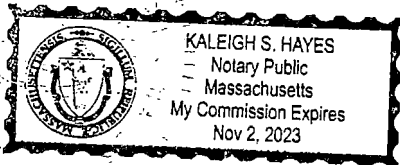


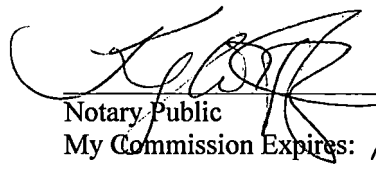

Notary Public
My Commission Expires: 11/2/2023

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 20th day of December, 2018, before me, the undersigned notary public, personally appeared Richard Johnson, 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.




Notary Public
My Commission Expires: 11/2/2023

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

Stephen Dodge

Stephen Dodge

Linda Smiley, duly authorized

Acty Chair, Newburyport Historical Commission

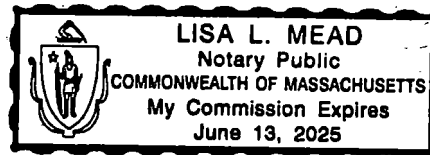
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 23 day of January, 2018, before me, the undersigned notary public, personally appeared Stephen Dodge, 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 duly authorized Chair of the Newburyport Historical Commission.

Lisa L. Mead
Notary Public

My Commission Expires:

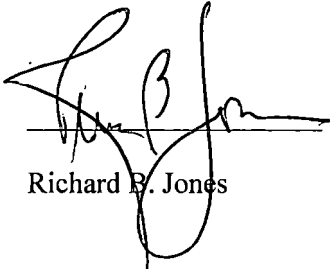


ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on MAY 28th, 2018, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT

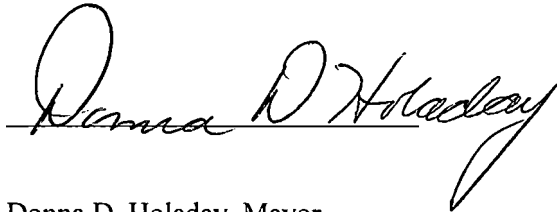
By its Clerk



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

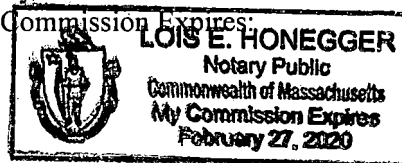
Essex, ss.

On this 18th day of JUNE, 2018, before me, the undersigned notary public, personally appeared Richard B. Jones, 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 of the City of Newburyport.



Notary Public

My Commission Expires:

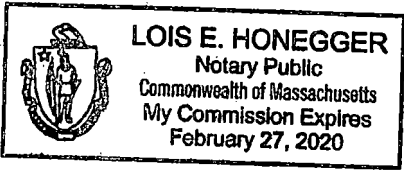


COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 18th day of June, 2018, before me, the undersigned notary public, personally appeared, Donna D. Holaday, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.

Lois E. Honegger
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 foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

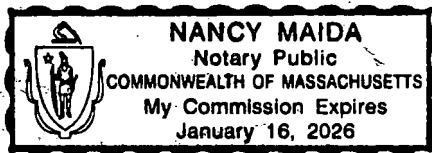
MASSACHUSETTS HISTORICAL COMMISSION

By: Brona Simon
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 17th day of July, 2019, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.



Nancy Maida
Notary Public
My Commission Expires:
January 16, 2026

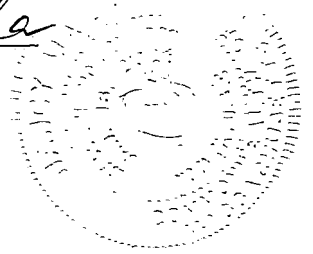


EXHIBIT A
Property Description

The land with the buildings and improvements thereon if any, situate in Newburyport, Essex County, Massachusetts, and shown as Parcel 14 on a plan entitled, "Boundary Plan of Land in Newburyport, Massachusetts Owner, The First Religious Society in Newburyport", by Port Engineering Associates, Inc. dated 08-06-03, which plan is to be recorded at Plan Book 375 Page 28, and which premises are further and bounded and described as follows:

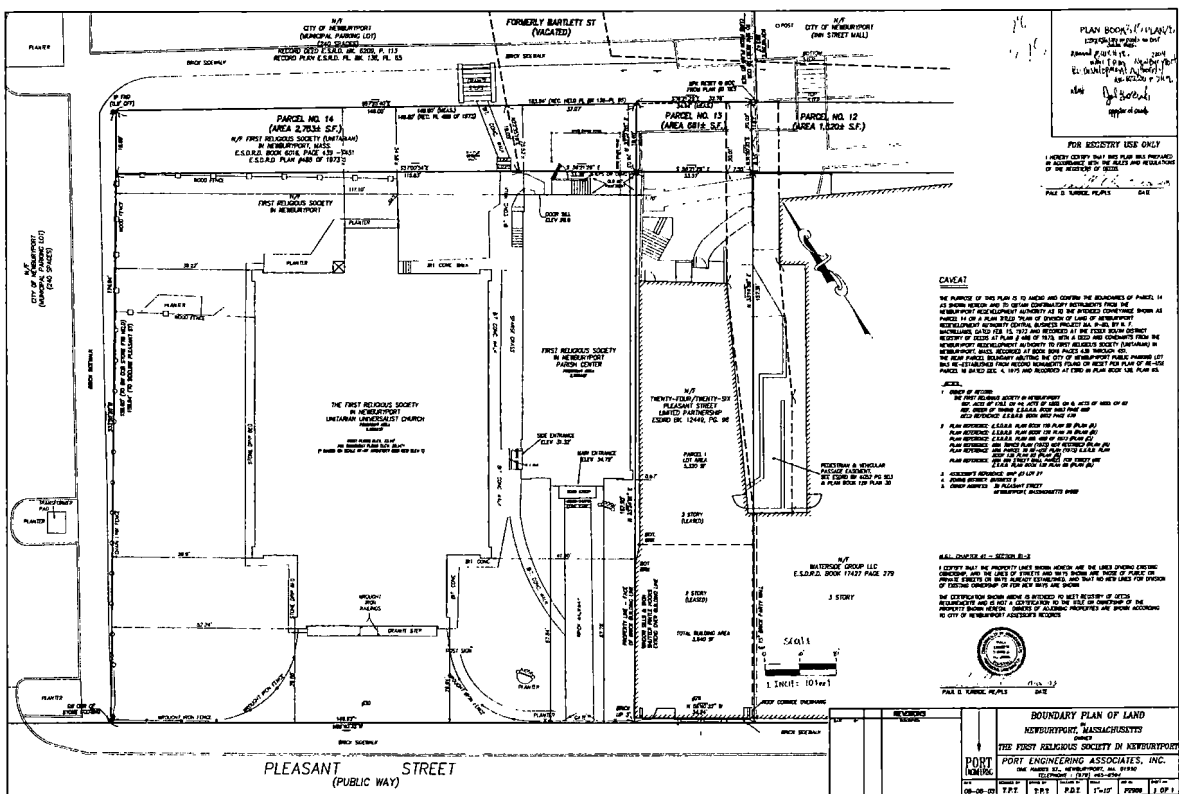
Beginning at the southwesterly corner thereof at a point that is N 33 degrees 52 feet 20 inches E, 56.50 inches from the southwesterly corner of a stone footing for a fence post near Pleasant Street, thence bounded:

Northwesterly	by the City of Newburyport municipal parking lot, eighteen (18.00') feet; and
Northeasterly	by the City of Newburyport municipal parking lot, one hundred forty-nine (149.00") feet and thirty-seven and 07/100 (37.07') feet; and
Southeasterly	by land now or formerly of Twenty-Four/Twenty-Six Pleasant Street Limited Partnership shown on the Confirmatory Plan as Parcel No. 13, nineteen and 40/100 (19.40') feet; and
Southwesterly	by other land of The First Religious Society in Newburyport Unitarian Universalist Church, on two courses, thirty-three and 38/100 feet and one hundred fifteen (83/100 (115.83') feet.

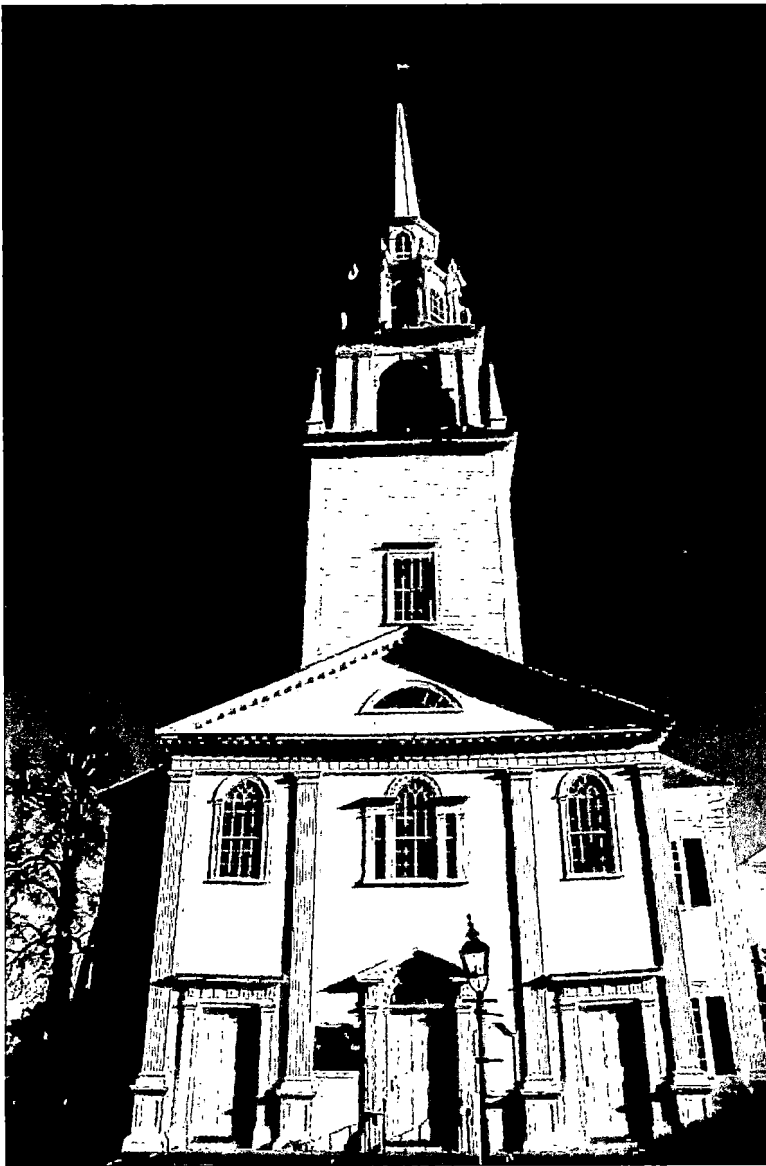
containing 2,763 square feet more or less.

See Confirmatory Deed granted by the Newburyport Redevelopment Authority to the First Religious Society Unitarian-Universalist in Newburyport, MA, dated March 1, 2004, and recorded with said Registry of Deeds in **Book 22530, Page 249**;

20



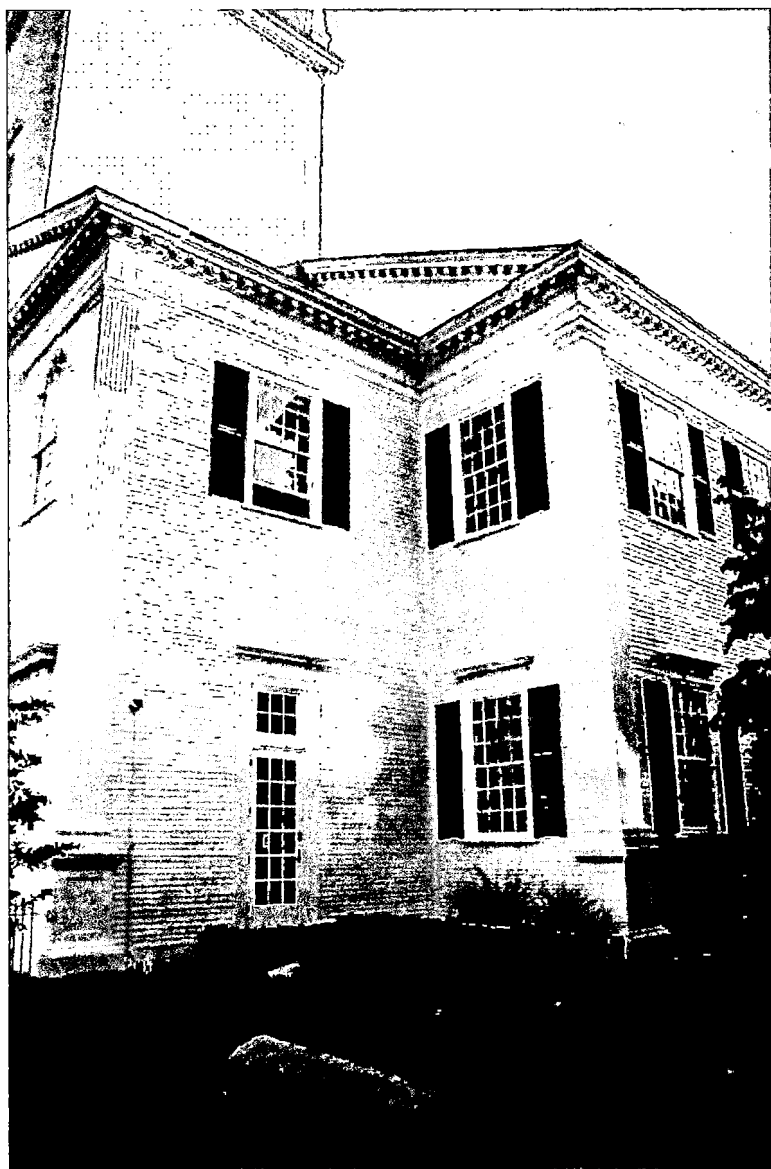
EXHBIT B1
Photographic Documentation



1. South Façade – Ground to top of Spire



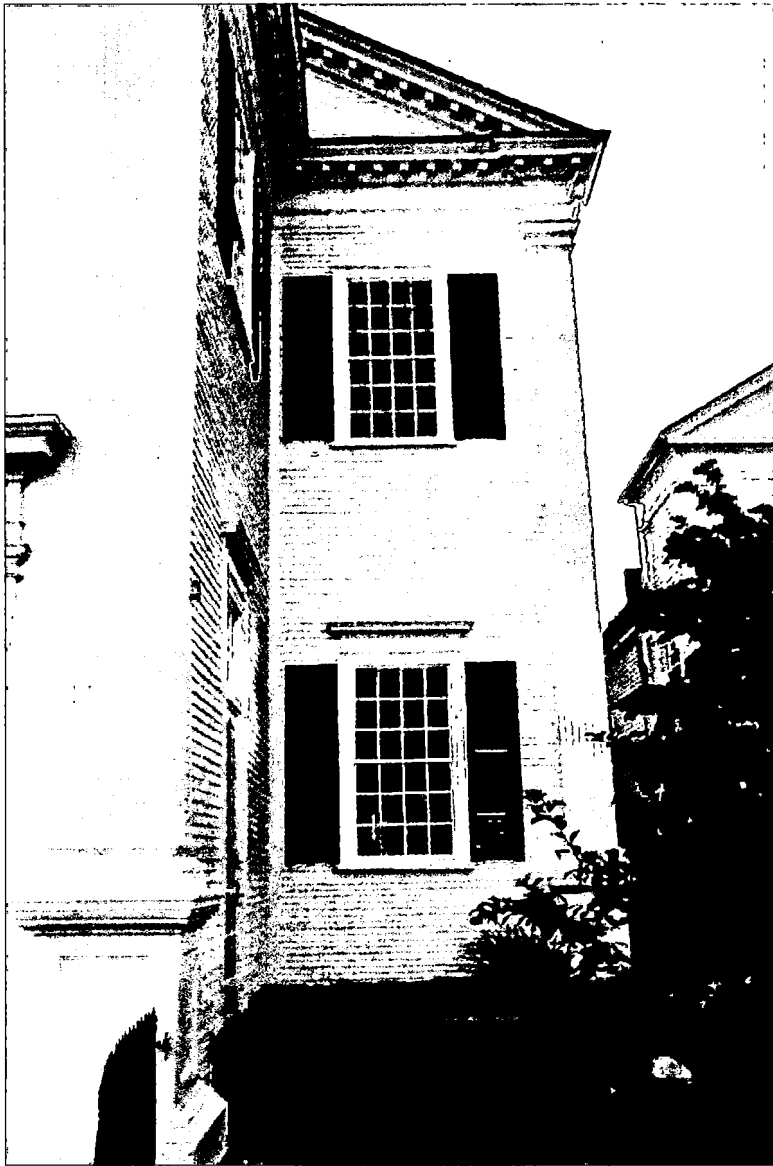
2. South Façade - Main Entrance Doors



3. Steeple Tower Base/Vestibule and Sanctuary Main Southeast Elevation



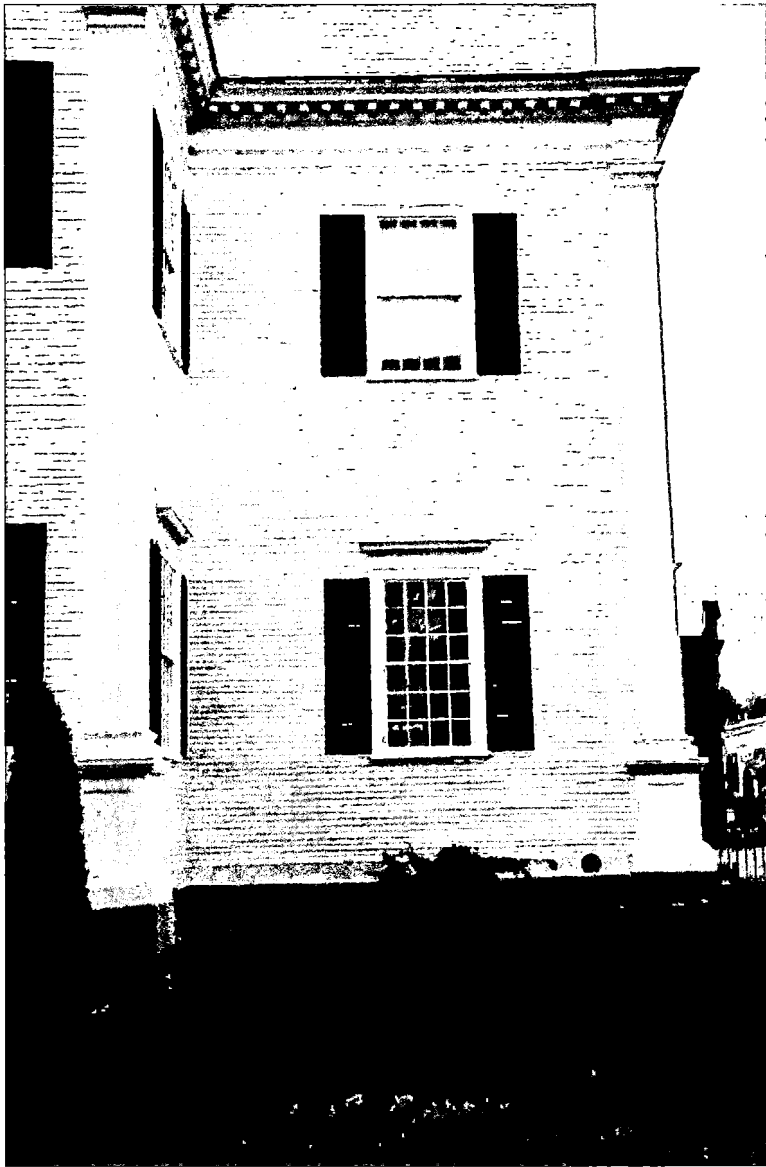
4. Steeple Tower Base/Vestibule Southeast Elevation - Detail



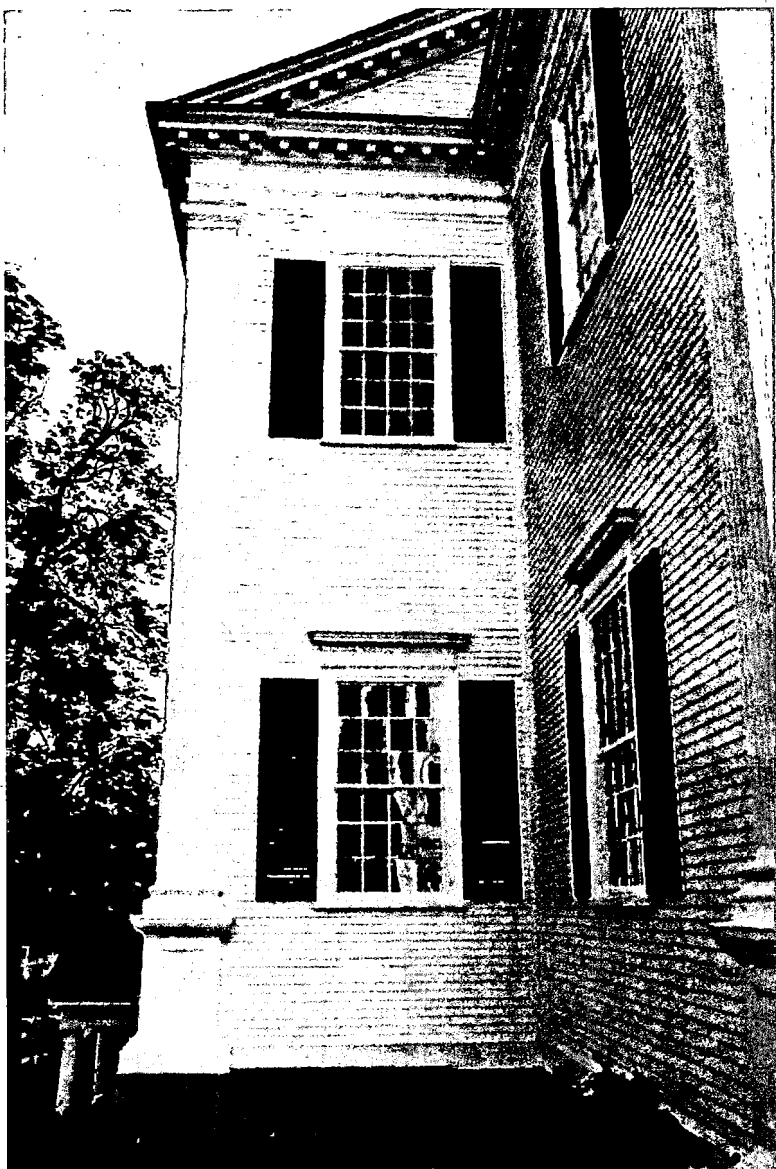
5. Sanctuary Main (Southeast) Façade



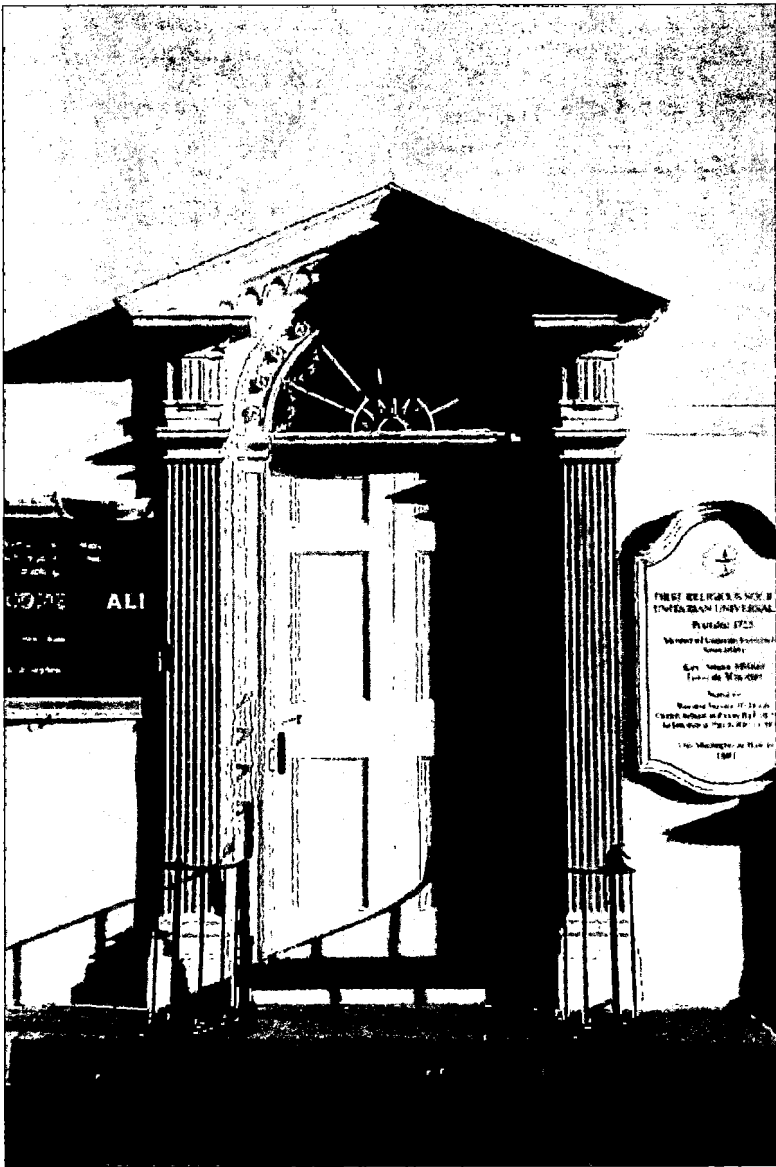
6. Steeple Tower Base/ Vestibule and Sanctuary Main Southwest Elevation



7. Steeple Tower Base/Vestibule Southwest Elevation – Detail



8. Sanctuary Main (Southwest) Façade



9. Center Entrance Door (South Façade)



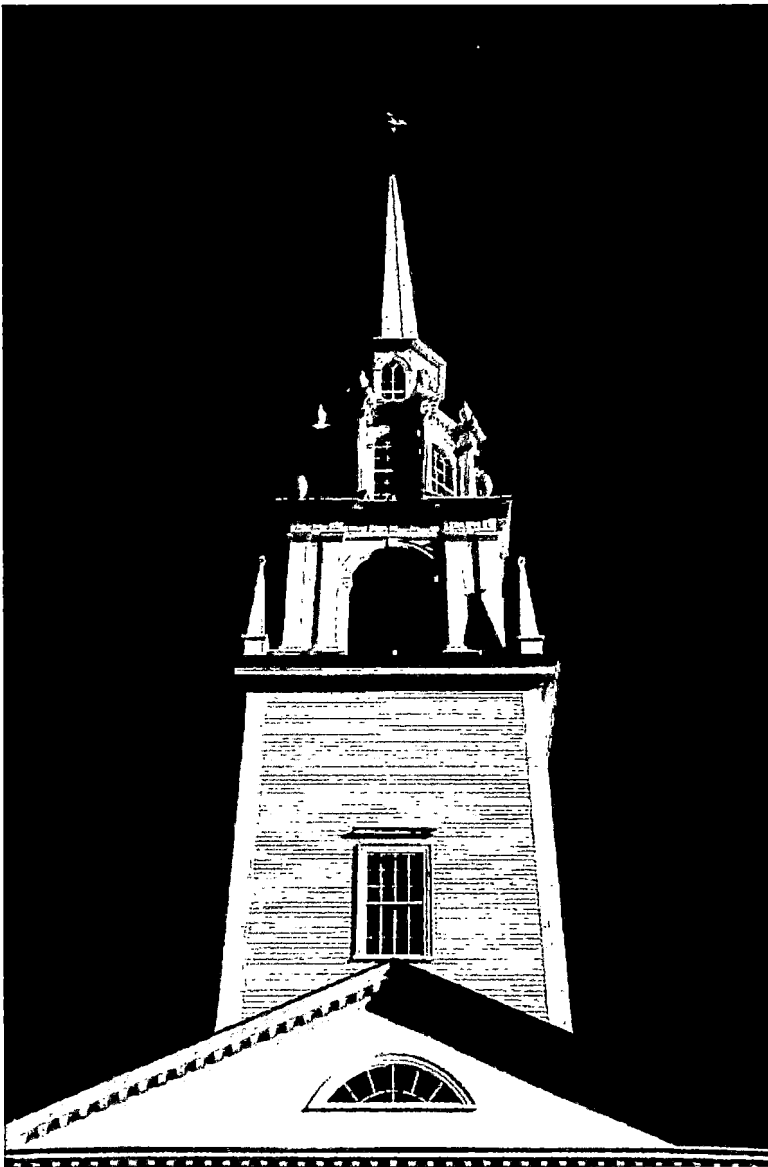
10. Sunrise Half-round Window above Center Entrance Door



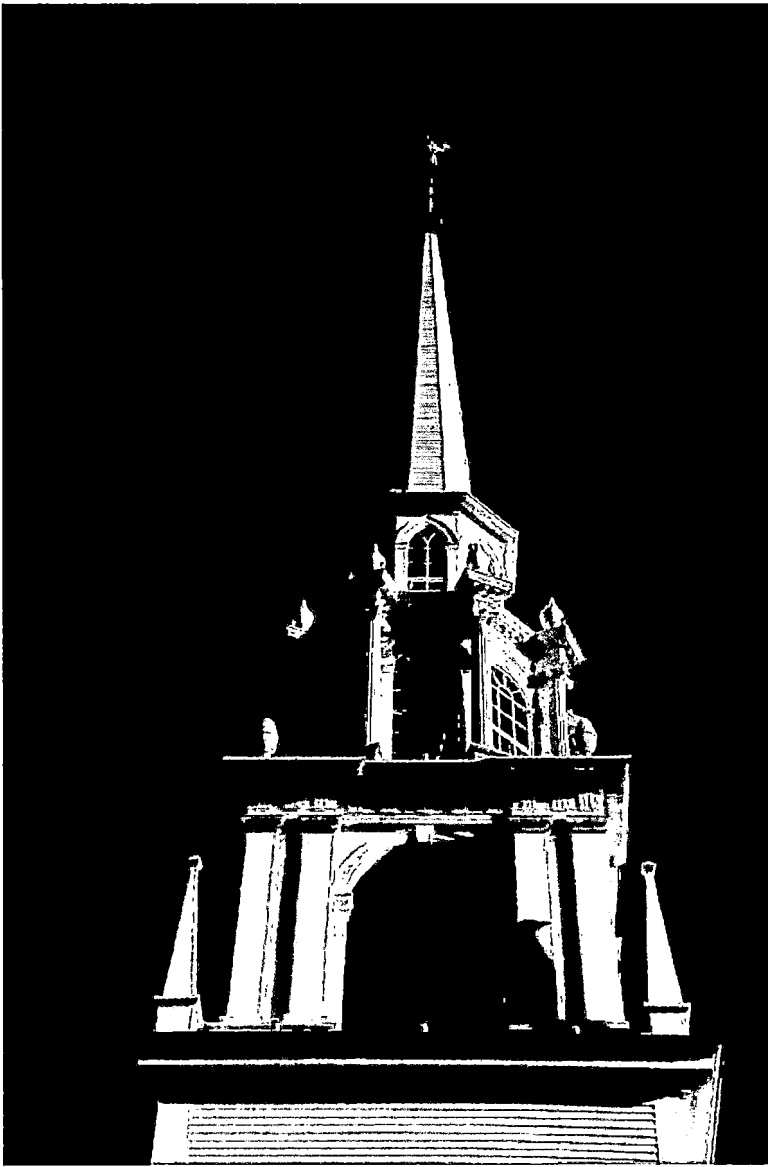
11. Detail above one of the Side Entrance Doors (South Façade)



12. Window at Second Level above Center Entrance Door (South Façade)



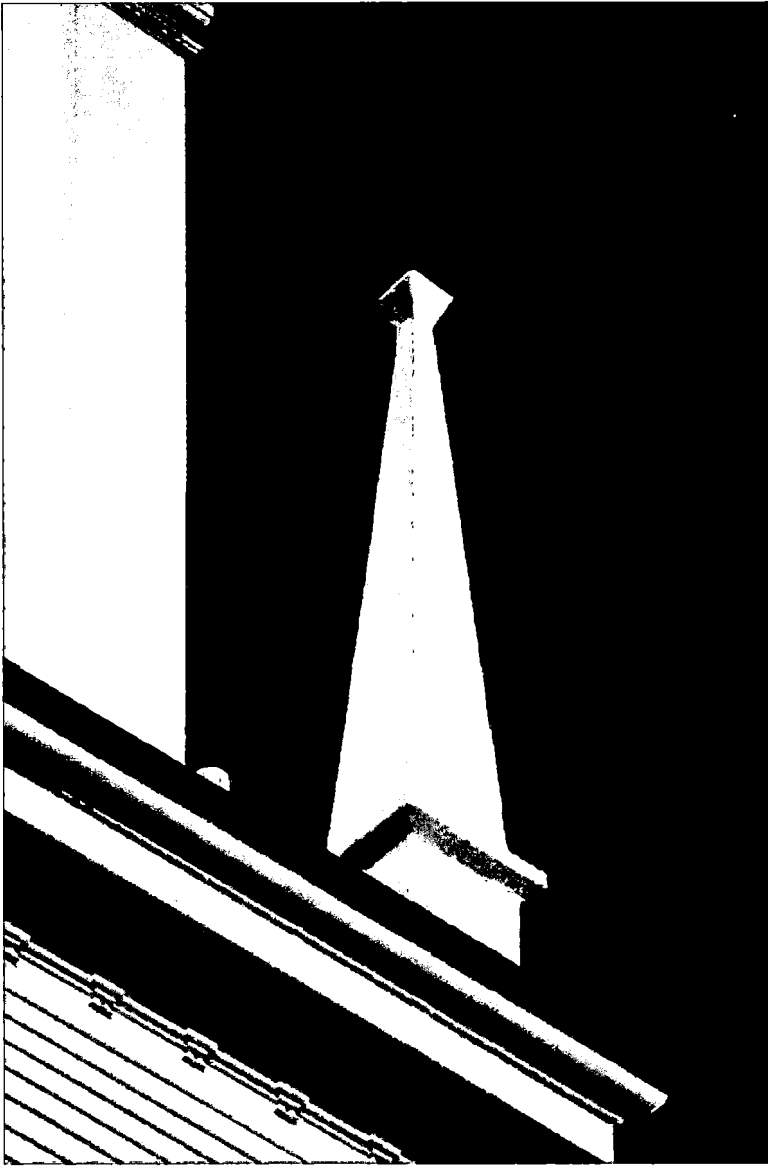
13. South Façade of Steeple from Vestibule Roof Peak to top of Spire



14. South Façade of Steeple from Bell Deck to top of Spire



15. Bell Tower Arch



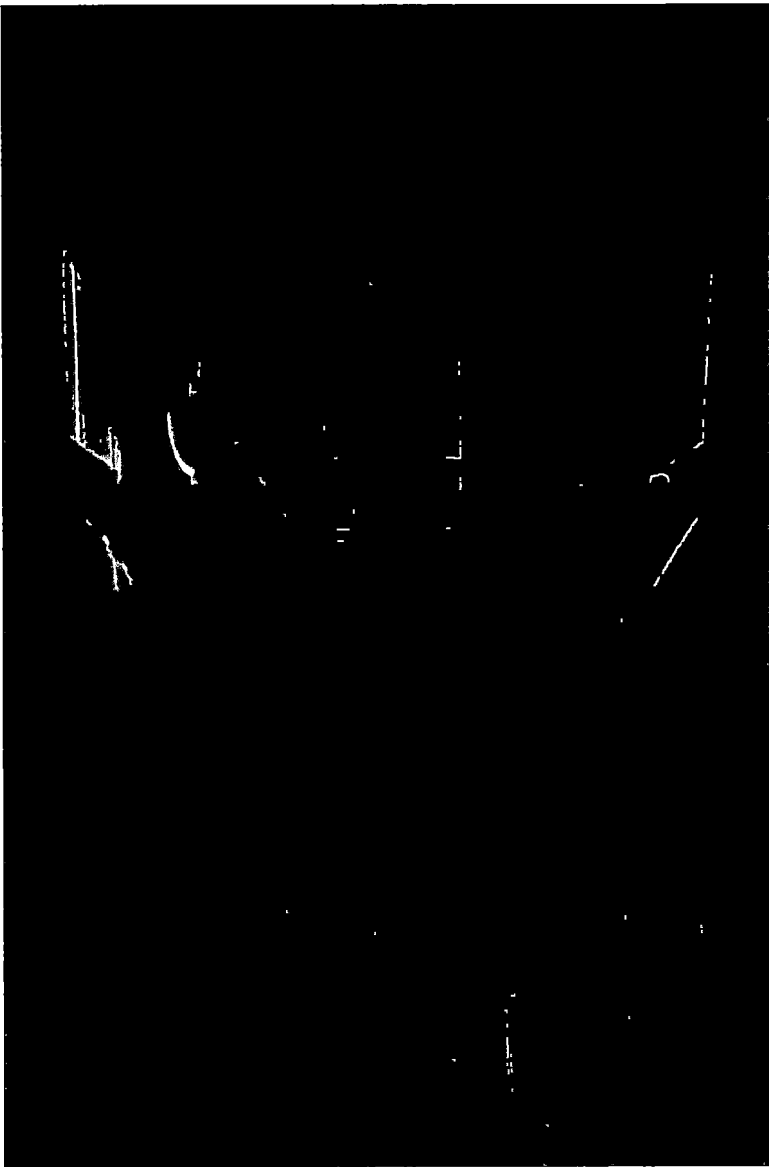
16. Bell Deck Corner with Obelisk



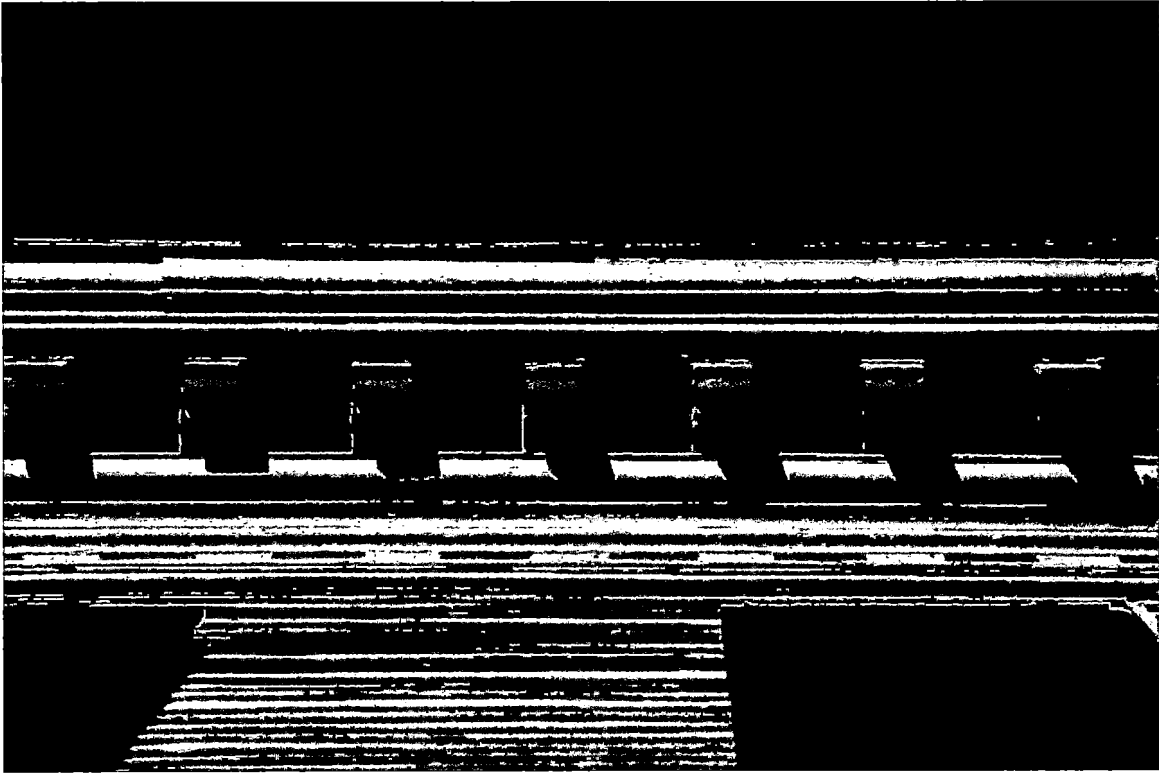
17. Lower Light Tower



18. Lower Light Tower Corner Detail



19. Upper Light Tower



20. Soffit of East Façade taken directly up



21. Typical Window Detail at First Level of Sanctuary



22. Full West Façade with Steeple



23. West Façade of Sanctuary - Rear



24. West Façade of Sanctuary - Front



25. West Façade First Level and Basement - Rear



26. West Façade First Level and Basement - Center



27. West Façade First Level and Basement - Front



28. East Façade from Rear Corner



29. East Façade Center - Bottom



30. East Façade Center - Middle



31. East Façade Center - Top



32. North Façade - Full



33. North Façade - Left



34. North Façade - Middle



35. North Façade - Right



36. North Façade – Robing room Side Elevation with Utility Structure in Foreground



37. North Façade – Robing Room Rear Elevation



38. North Façade – Robing Room Side Elevation with HVAC units in Foreground



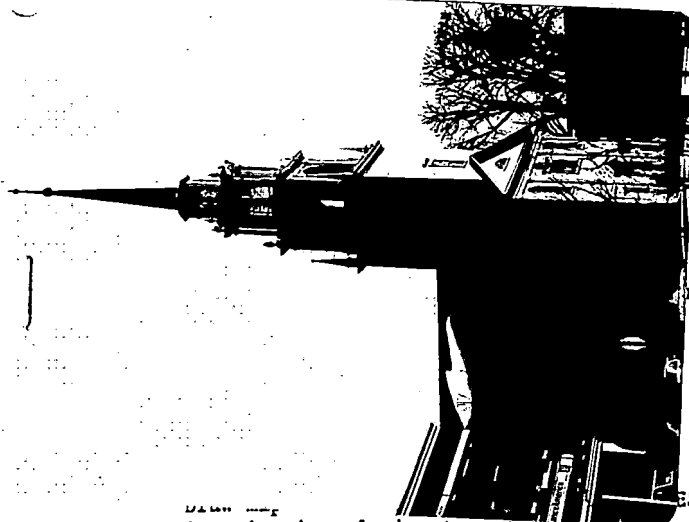
39. Pediment Corner Detail

EXHIBIT B2
Form B

FORM B - BUILDING

Area	Form no. 352
------	-----------------

MASSACHUSETTS HISTORICAL COMMISSION
221 Washington Street, Boston, MA 02108



City Newburyport
Address 26 Pleasant Street
Historic Name Church of the First Religious Society
Original Church
Present Church
Ownership: ☐ Private individual
☒ Private organization First Religious Society
☐ Public
Original owner First Religious Society

Draw map
location in relation to nearest
cross streets and other buildings
or geographical features.
Indicate north.

DESCRIPTION:

Date Church (1801), parish hall (1873)
Source National Register Nomination
FORM

Style Federal

Architect Unknown

Exterior wall fabric Clapboards

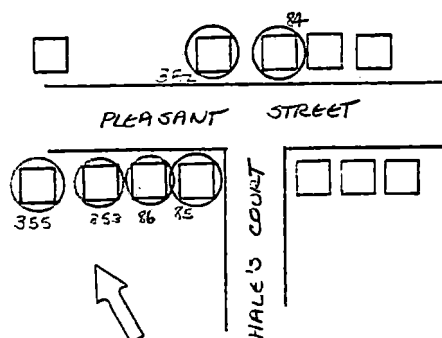
Outbuildings Parish Hall

Major alterations (with dates) _____

Moved _____ Date _____

Approx. acreage 23,604 sq. ft.

Setting adjacent to Newburyport's
central business district and the
Market Square Historic district.



Recorded by Mary Jane Stiergwalt
Organization Office of Community Development
Date 9-20-80

(Staple additional sheets here)

ARCHITECTURAL SIGNIFICANCE (describe important architectural features and evaluate in terms of other buildings within community)

The Church of the First Religious Society is magnificent in its proportion and detail. The architect is unknown but speculation on this point has suggested Timothy Palmer or Samuel McIntire. The church was built during the Federal period and has many features of that style. These include the arched windows. The central entrance is surmounted by a handsome fanlight and pediment. There are doorways at either side and an elegant Palladian window above. The steeple is magnificent and finds its prototype in James Gibbs design for St. Martin's-in-the-Fields in London.

(cont)

HISTORICAL SIGNIFICANCE (explain the role owners played in local or state history and how the building relates to the development of the community)

This church was built in 1801 to replace an earlier structure that stood in Market Square.

The first minister of the church was Reverend John Lowell. His descendants are among the country's most illustrious educators. The elder Lowell was born in Boston in 1704, graduated from Harvard in 1721, and was then ordained minister of the Third Parish of Newbury. This church would become the First Religious Society of Newburyport after Newburyport's incorporation in 1764.

Among the many distinguished men that belonged to the First Religious Society were the eminent lawyer Theophilus Parsons and merchant Nathaniel Tracy.

The church organ was built by Joseph Alley of Newburyport in 1834. The communion silver contains eighteenth century pieces and the baptismal bowl was made from silver dollars donated by parishioners in 1804.

< The Church of the First Religious Society has been listed on the
< National Register of Historic Places.

BIBLIOGRAPHY and/or REFERENCES

- J. J. Currier, History of Newburyport 1764-1905, Vols. I and II., reprint, Newburyport, 1977.
J. Dobbs, National Register Nomination Form, Massachusetts Historical Commission, 1976.
Assessor's Records 1890-1980

20M-2/80

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

Community: Newburyport	Form No: 352
Property Name: Church of the First Religious Society	

Indicate each item on inventory form which is being continued below.

ARCHITECTURAL SIGNIFICANCE (CONTINUED)

The interior of the church has been altered, though not extensively.
The exterior of the church remains relatively unchanged.

The parish hall was built in 1873 and its design is compatible with
the adjacent church.

Staple to Inventory form at bottom

EXHIBIT B-3
City of Newburyport Assessors Map



EXHIBIT C
Restriction Guidelines

ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT
BETWEEN THE
FIRST RELIGIOUS SOCIETY UNITARIAN UNIVERSALIST
AND THE CITY OF NEWBURYPORT

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 Building. Under this section, permission from the Grantee is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Grantee review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Grantee, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, 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.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the GRANTEE and their impact on the historic integrity of the property assessed.

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

The intent of the preservation restriction is to enable the GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.