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PRESERVATION RESTRICTION AGREEMENT

Between

THE BELLEVILLE CONGREGATIONAL CHURCH

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this 20th day of June 2011 by and between the BELLEVILLE CONGREGATIONAL CHURCH, located at 300 High 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 300 High Street, Newburyport, Massachusetts, referred to as "**the Property**" and containing about 39,500 square feet, more or less, comprising the Property conveyed by the Proprietors of the Fourth Parish of Newbury, otherwise known as the Proprietors of the Belleville Congregational Meeting-house, to said society, dated April 4, 1867, recorded with Essex South District Deeds, book 743, leaf 125, and likewise deed of said Proprietors to said Society dated January 15, 1867, recorded with said Deeds, book 743, leaf 124, and more particularly described in Exhibit A attached hereto, said Property improved by buildings thereon known as the Meetinghouse and Chapel of the Belleville Congregational Church, referred to hereinafter as "**the Buildings**", described as follows:

The Meetinghouse, built in 1867, is the third on the site, replacing one burned in 1867 which in turn had replaced the earlier meetinghouse destroyed by lightning in 1816. Noted architect Thomas W. Silloway, who studied under Ammi B. Young, designed the Meetinghouse in the Romanesque Revival style popular in the 1850s and 1860s. Hallmarks of the style include semi-circular arches used for windows and the broad smooth wall surface. The tower on the western side of the church's façade was originally topped with a spire. Though this is strictly a Gothic feature, it was used frequently in the Romanesque Revival. The Meetinghouse remains largely unaltered from its original construction, the major change being the removal of the steeple and capping of the west tower. The building retains a façade of matched boarding, trimmed with half-columns, quoins and other details. The remaining three sides are clapboarded. The Parish Hall, also known as Fiske Chapel, was erected adjacent to the previous Meetinghouse in 1848 and substantially expanded and renovated to its present form in 1914. The Chapel is Greek Revival in style and includes a temple front with a pediment supported by a giant Doric order. Both buildings are presently connected by a covered walkway, constructed in 2009, that includes a handicapped ramp. The Buildings are further depicted and described in Exhibit B incorporated herein and

attached hereto; and

WHEREAS, the cultural, historical and architectural significance of the Meetinghouse emanates from its construction in 1867, its location within the Newburyport National Register Historic District, designated November 3, 1972, and listing on State and National Registers of Historic Places as a contributing property to the Newburyport Historic District, the Buildings are 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 Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Buildings and the Property; and

WHEREAS, the Buildings' and the Property's preservation values are documented in a series of photographs and documents (hereinafter, "**Baseline Documentation**") incorporated herein and attached hereto 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:

1. Historic Images:
 - a. 1867 lithograph of the Buildings prepared for the dedication of the Meetinghouse and inscribed to the Building Committee from 1867;
 - b. 1914 photograph of the renovated Fiske Chapel/Parish Hall.
2. A set of thirteen (13) exterior photographs of the Buildings taken in 2011;
 - a. Photo 1: Front (southwest) elevations of both Buildings;
 - b. Photos 2 -7: Meetinghouse elevations;
 - c. Photos 8 – 13: Fiske Chapel/Parish Hall elevations.
3. Belleville Church Plot Plan;
4. Massachusetts Historical Commission Inventory B Forms for the Buildings on the Property, prepared by Dorothy Williamson and Robert Gould, dated March 2011; and
5. Belleville Congregational Church, United Church of Christ, Newburyport, Massachusetts, 1808-2008 - by Dorothy L. Williamson – copies at the Newburyport Library and the Historical Society of Old Newbury.

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

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as

Project #11 by the City Council on August 9, 2010, the sum of forty thousand (\$40,000.00) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration of the Buildings; and

WHEREAS, the Grantor and the Grantee have reached an Agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor to be expended for the preservation and renovation of the aforementioned Buildings, 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 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 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 the 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 Buildings 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 Buildings 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 or interior of the Buildings that will significantly impair or interfere with the Buildings' preservation values or alter views of the exterior of the Buildings.

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 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 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 and hereby incorporated by reference.

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

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

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 may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Buildings in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor and Grantee recognize that significant restoration work approved by the Commission is underway and therefore the condition of the Building to be maintained by this Restriction shall be established as the condition at the completion of said restoration. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Buildings. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Buildings 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"). It is desirable, although not a requirement of this Agreement, that the current vinyl siding of the Fiske Memorial Chapel/Parish Hall be removed at a future date, and the extant underlying wood cladding be restored and/or replaced with historically appropriate wood materials.

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 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 Property near the Buildings;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Property, 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.

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 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 Property 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 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 Buildings 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 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 5;

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 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.

9. Casualty Damage or Destruction: In the event that Buildings 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 Historic Resource 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.

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 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 11, 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 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 Buildings insured by an insurance company rated "A-1" 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 Buildings 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 Buildings; 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 Buildings; 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: Belleville Congregational Church
300 High 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 Buildings, 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 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 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 Buildings 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. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the 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 Buildings 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 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. Revised Baseline Documentation: Following the substantial completion of the restoration and rehabilitation of the Buildings following the plans approved by Grantee, Grantor shall record promptly a new, comprehensive set of high resolution photographic documentation depicting the exterior of the Buildings, 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 Agreement. An additional copy of this photographic documentation and list shall be filed with the Massachusetts Historical Commission.

29. 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 14th day of May, 2011.

By: _____

Robert Locke, Chairman, Stewardship and Finance Board

By: Rev. Ross E. Varney

Rev. Ross Varney, Minister

By: James R. Marshall

James Marshall, Moderator

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

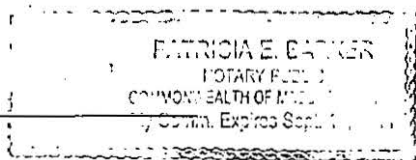
On this 19 day of May, 2011, before me, the undersigned notary public, personally appeared Robert Locke, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose, as Chairman of the Stewardship and Finance Board of the Belleville Congregational Church.

Patricia E. Barker

Notary Public

My Commission Expires:

Print Notary Public's Name:



COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 19 day of May, 2011, before me, the undersigned notary public, personally appeared Ross Varney, 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 to me that he signed the foregoing voluntarily for its stated purpose, as Minister of the Belleville Congregational Church.

Richard B. Jones

Notary Public

My Commission Expires:

Print Notary Public's Name:

4/19/2013
RICHARD B. JONES

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 10 day of May, 2011, before me, the undersigned notary public, personally appeared James Marshall, 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 to me that he signed the foregoing voluntarily for its stated purpose, as Moderator of the Belleville Congregational Church.

Mary E. Reilly

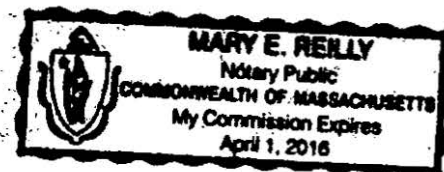
Notary Public

My Commission Expires:

4/1/2016

Print Notary Public's Name:

MARY REILLY



GRANTEE:

City of Newburyport

By:

Linda Smiley

Linda Smiley, Chair

Its duly authorized Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 19 day of MAY, 2011, before the undersigned notary public, personally appeared Linda Smiley, Chair of the Newburyport Historical Commission, as aforesaid, 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 on behalf of the City of Newburyport.

Richard B. Jones

Notary Public

My Commission Expires:

4/19/2013

Print Notary Public's Name:


Richard B. Jones

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 31, 2011, 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,

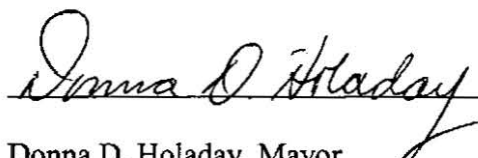
By its Clerk



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

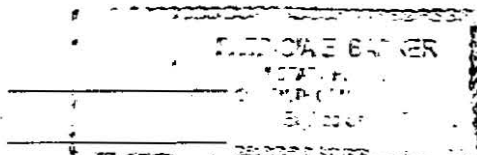
On this 6 day of June, 2011, before the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Clerk of the City of Newburyport.



Notary Public

My commission Expires: _____

Print Notary Public's Name: _____



COMMONWEALTH OF MASSACHUSETTS

Essex, ss

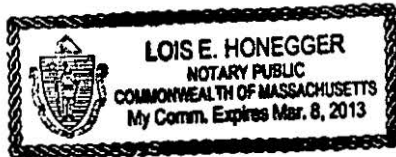
On this 6th day of June, 2011, before the undersigned notary public, personally appeared Donna D. Holaday, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Newburyport.

Loise E. Honegger

Notary Public

My commission Expires: _____

Print Notary Public's Name: _____



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned, Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By Brona Simon

Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 14th day of June, 2011, before the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director and Clerk of the Massachusetts Historical Commission.

Nancy Maida

Notary Public

My commission Expires:

Print Notary Public's Name:

January 19, 2012
Nancy Maida

EXHIBIT A

Property Legal Description

The Property consists of a parcel recorded at the South Essex Registry of Deeds as follows:

Book 2854, Book 39: "Land in Newburyport with the church building and other buildings thereon, bounded as follows, viz: Southwesterly by High Street one hundred ninety feet; Northwesterly by Chapel Street two hundred four feet; Northwesterly by land of or formerly of Condon one hundred ninety-three feet; and Southeasterly by land of Woodwell two hundred seven feet, eight inches. All of said measurements being more or less. Containing about 39,500 square feet, more or less. Comprising the Property conveyed by the Proprietors of the Fourth Parish of Newbury, otherwise known as Proprietors of the Belleville Congregational Meeting-house, to said Society, dated April 4, 1867, recorded with the Essex So. Dist. Deeds, book 743, leaf 125, and likewise deed of said Proprietors to said Society dated January 15, 1867, recorded with said Deeds, book 743, leaf 124."

EXHIBIT B

Baseline Documentation

1. Historic images
 - a. 1867 lithograph of the Buildings prepared for the dedication of the Meetinghouse and inscribed to the Building Committee from 1867;
 - b. 1914 photograph of the renovated Fiske Chapel/Parish Hall.
2. Photographs of the Buildings' exteriors taken in 2011
 - a. Photo 1: Front (southwest) elevations of both Buildings;
 - b. Photos 2 -7: Meetinghouse elevations;
 - c. Photos 8 – 13: Fiske Chapel/Parish Hall elevations.
3. Belleville Church Plot Plan.
4. Massachusetts Historical Commission Inventory Form B for the Property, prepared by Dorothy Williamson and Robert Gould, dated March 2011; and
5. Belleville Congregational Church, United Church of Christ, Newburyport, Massachusetts, 1808-2008 - by Dorothy L. Williamson – copies at the Newburyport Library and the Historical Society of Old Newbury.

Exhibit B.1: Historic Images

Exhibit B.1.a (right):

1867 lithograph of the Buildings prepared for the dedication of the Meetinghouse and inscribed to the Building Committee from 1867

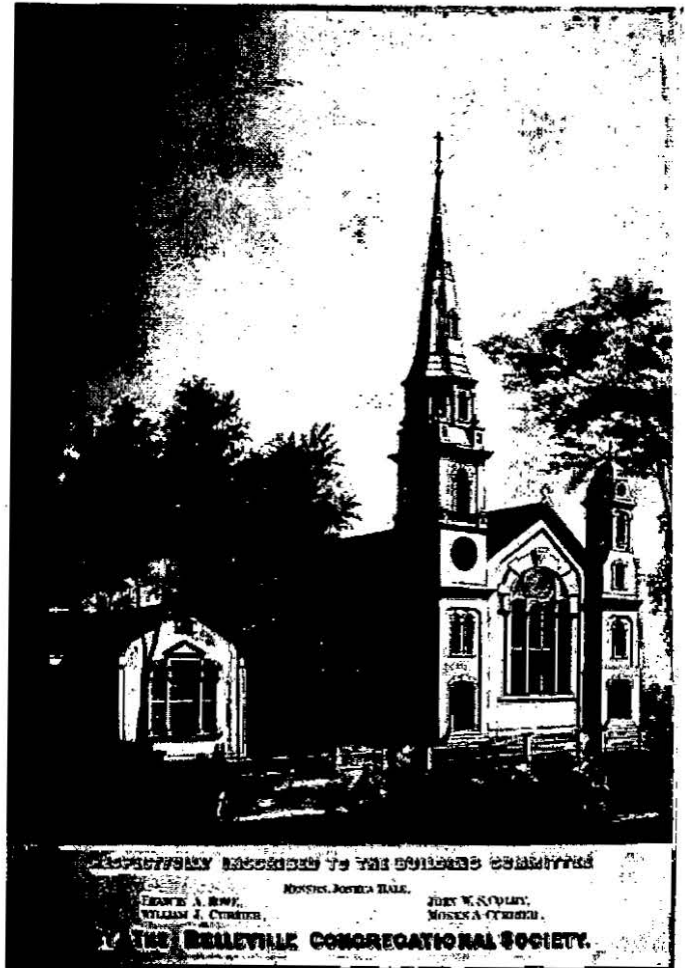


Exhibit B.1.b (left):

1914 photograph of the renovated Fiske Chapel/Parish Hall

Exhibit B.2: Exterior Photographs



Photo 1: Meetinghouse with Connector to Fiske Chapel/Parish Hall

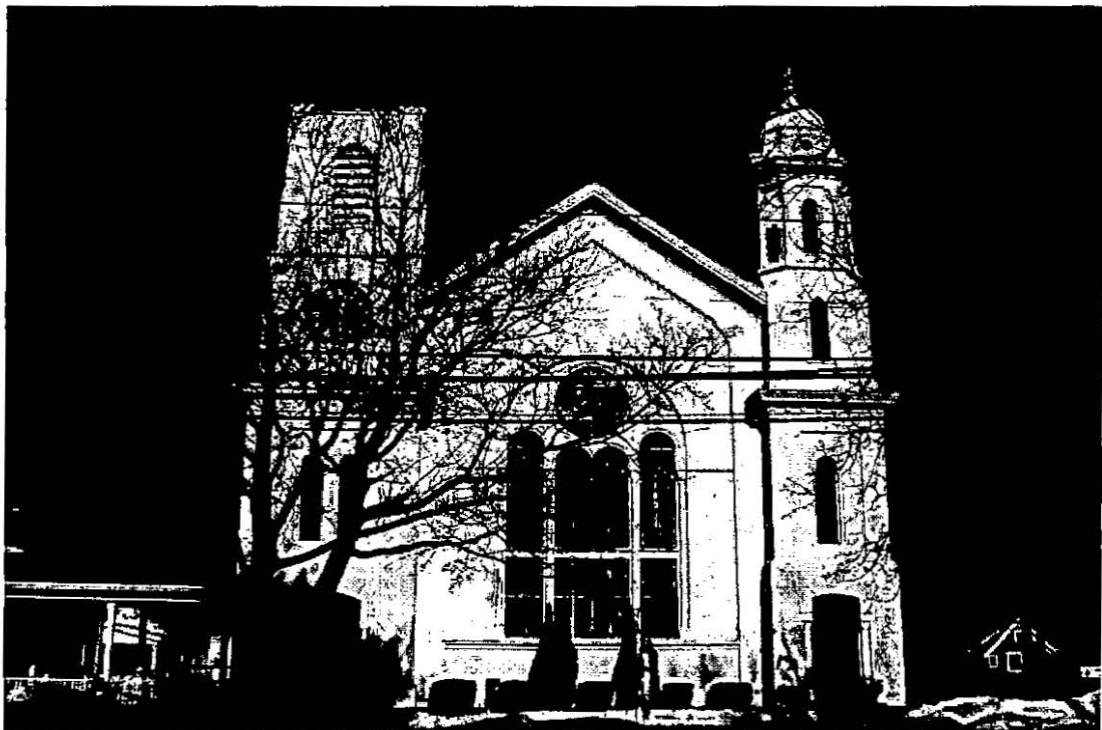


Photo 2: Meetinghouse Front Façade, Southwest Elevation



Photo 3: Meetinghouse Southeast Elevation



Photo 4: Meetinghouse East Elevation



Photo 5: Meetinghouse Rear, North Elevation

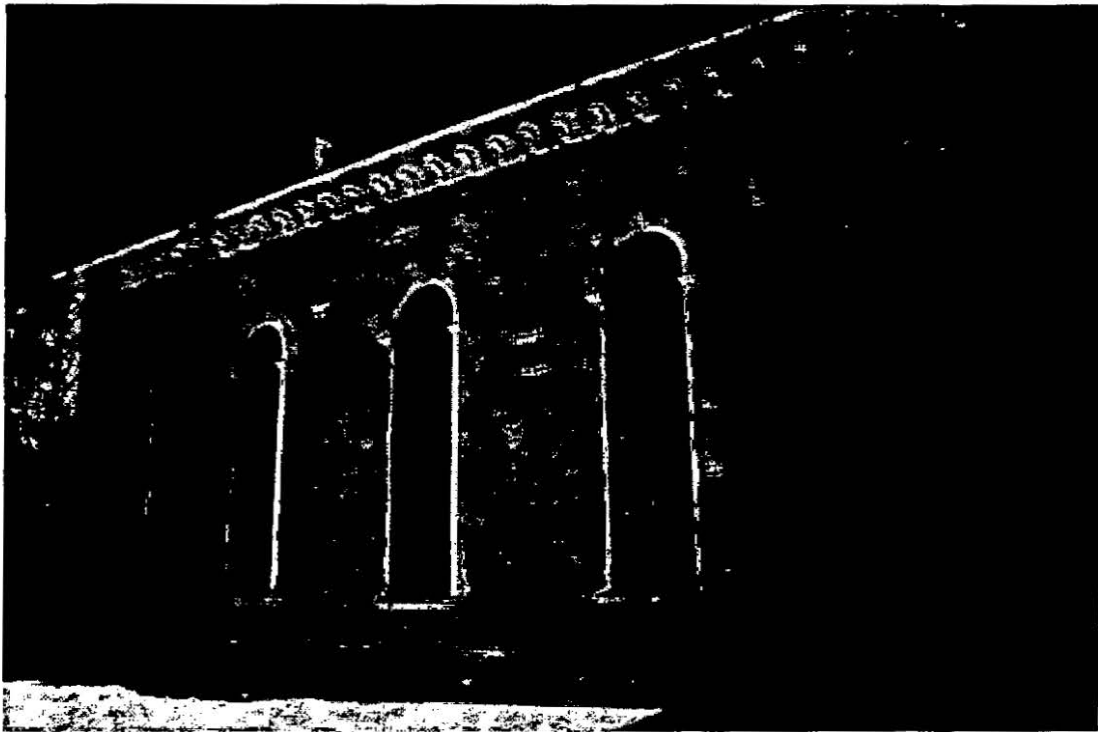


Photo 6: Meetinghouse West Elevation



*Photo 7 (left): Meetinghouse Clock and
Connector to Fiske Chapel/Parish Hall, West
Detail Elevation*



Photo 8: Fiske Chapel/Parish Hall Front Façade, Southwest Elevation



Photo 9: Fiske Chapel/Parish Hall with Connector to Meetinghouse, Southeast Elevation



Photo 10: Fiske Chapel/Parish Hall with Connector to Meetinghouse, East Detail Elevation

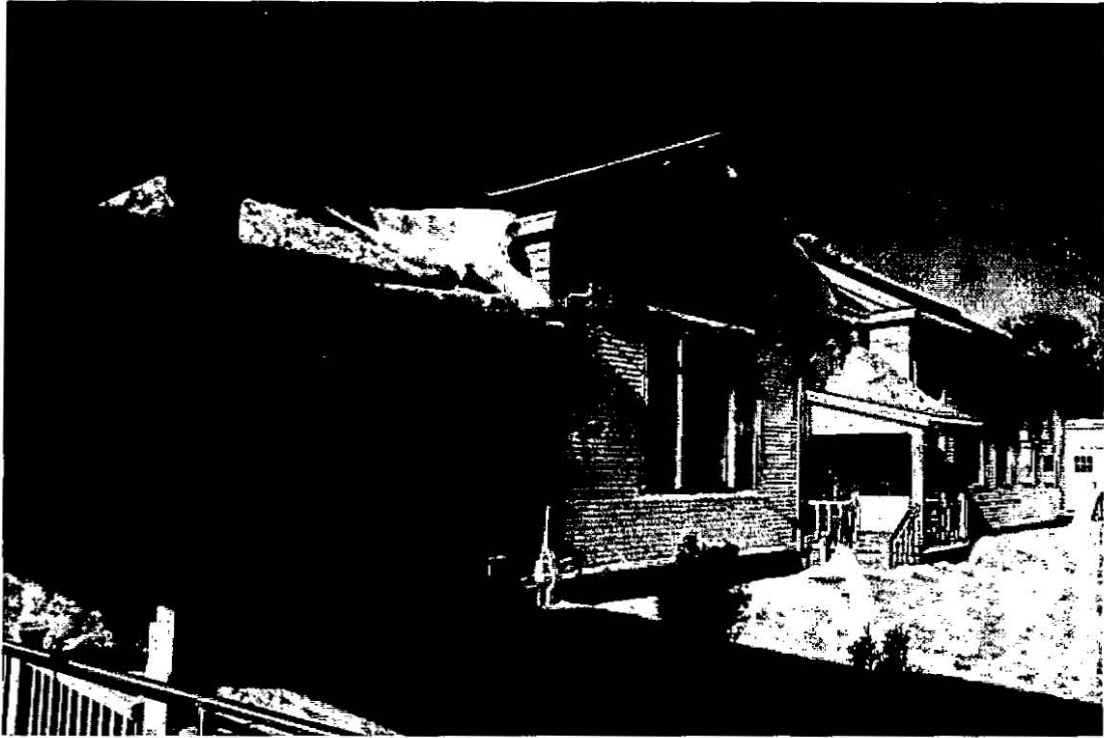


Photo 11: Fiske Chapel/Parish Hall East Elevation



Photo 12: Fiske Chapel/Parish Hall Rear, North Elevation



Photo 13: Fiske Chapel/Parish Hall West Elevation

Exhibit B.3: Plot Plan

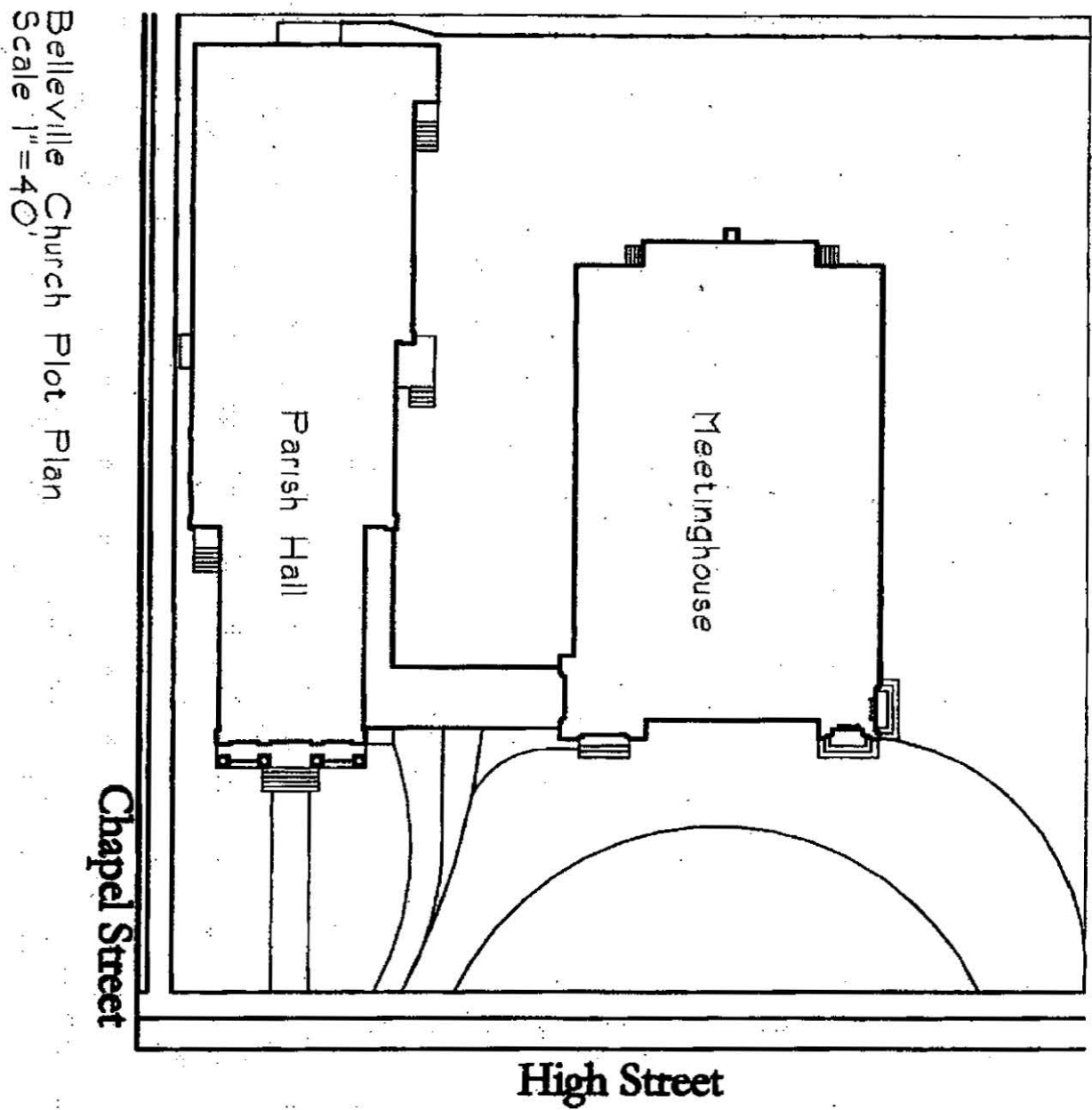


Exhibit B.4: Massachusetts Historical Commission Inventory Forms

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

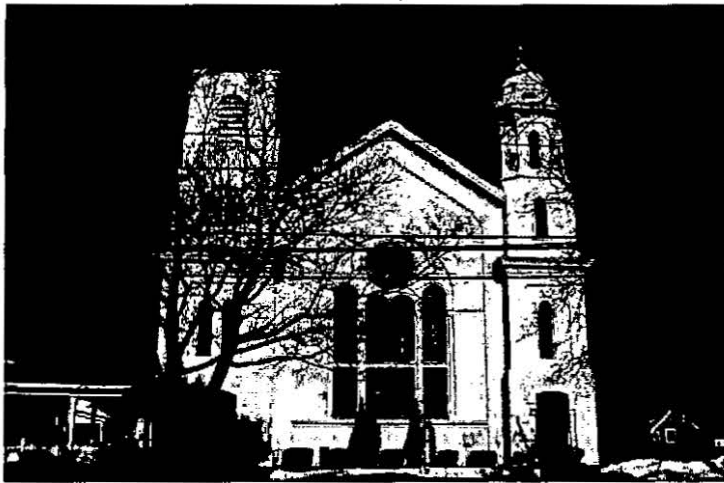
Assessor's Number USGS Quad Area(s) Form Number

62-45

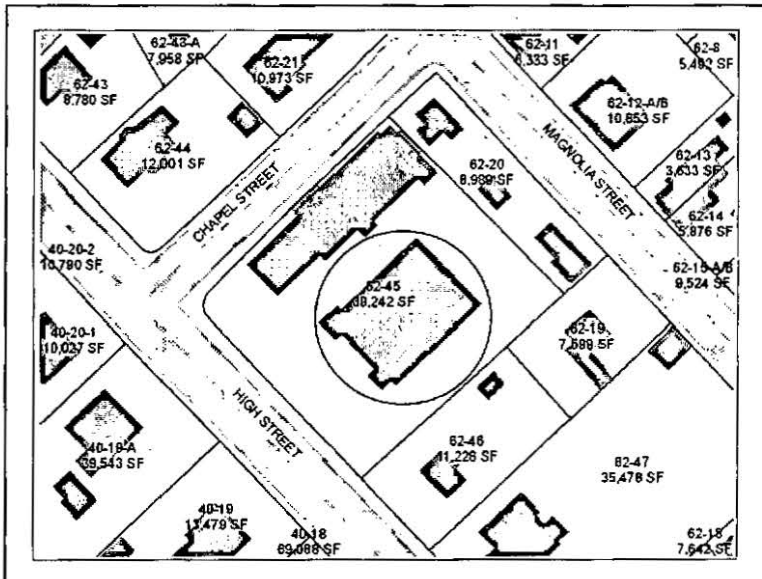
Town/City: Newburyport

Place: Belleville

Photograph



Locus Map



Recorded by: Dorothy Williamson/Robert Gould, Architect
Organization: Belleville Congregational Church, UCC
Date (month / year): March 2011

Address: 300 High Street

Historic Name: Belleville Cong. Church and Society

Uses: Present: Meetinghouse/Church

Original: Meetinghouse/Church

Date of Construction: 1867

Source: Currier, John J., *History of Newburyport, Mass.*

Style/Form: Romanesque Revival

Architect/Builder: Thomas William Silloway

Exterior Material:

Foundation: Rubble masonry faced with granite

Wall/Trim: Façade of matched boarding, other three sides are clapboarded and painted.

Roof: slate

Outbuildings/Secondary Structure:

Major Alterations (with dates):

1895- Joshua Hale Clock installed on west tower.
1922 - Spire on west tower of meetinghouse removed.
ca. 1970- Next section of west spire removed
2009- Connector between Church & Fiske Chapel/Parish Hall; Associated Architects, Robert Gould and William March

Condition: Good

Moved: no x yes ☐ Date:

Acreage: 39,500 sq.ft.- shares lot with Fiske Chapel/Parish Hall.

Setting: Building occupies a prominent site in the Belleville section of Newburyport on the main thoroughfare, High Street, noted for its excellent examples of eighteenth and nineteenth century architecture.

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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- ☐ Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

Meetinghouse – architectural features.

The front (southwest) elevation is unusual and distinctive, dominated by two steeples and a large array of colored windows surmounted by a rose window. These are notable in that they are not visible within the sanctuary, which is oriented with the pulpit at the rear; a choir loft, organ pipes, and choir rooms block the view of these windows from inside. These windows, like the windows at the side of the sanctuary, are painted, not stained.

The facade combines various stylistic and ornamental elements, apparently adapted to wooden construction and a traditional New England meetinghouse plan. The arched windows, doorways, and the area above the rose window feature flat wood decorations; engaged columns at the main doorways have simple capitals reminiscent of the Romanesque style.

The original west steeple was fairly typical of many in New England, similar to those of some of Wren's London churches. The eastern spire is in a completely different style, surmounted by a cast iron, rather Baroque cap. For several decades after the 1922 removal of the original west spire, a larger replacement matched the other, which is still intact. In 1976, this spire, too, was removed. A simple pyramidal form replaced it. What remains are three stages, each four-sided; the first stage has double doors at two sides with narrow paired, arched, windows above; the second stage holds a large clock dating from 1895; the third stage, housing the church bell, has louvered arches at each side with pilasters at each corner. The long-demolished spire above was octagonal, as is the southern spire.

The sides, approximately 30 feet high, are simpler, consisting of wooden clapboard construction with five arched windows on each side. The windows are made of stained glass at the tops, painted glass beneath. The roof is slate; the foundation is granite.

At the rear, a central gabled projection houses the pulpit area, with lower wings for grooms' rooms at each side. Stairs lead from each of these outside to the ground. Above the gabled projection housing the pulpit, is a small arched window which looks into the open space above the ceiling structure.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

Eight members of the Atkinson and Little families established Belleville Church in 1808 as the "revived" Fourth Parish of Newbury. The current Meetinghouse is the third house of worship erected on this site. The original Meetinghouse was built by subscription before the church was organized and a pastor called. On November 1807, it was formally dedicated. In April 1816, lightning struck the steeple, causing a fire that reduced the building to ashes. Within a year, a new house of worship was built and dedicated; it stood for fifty years until it, too, was burned to the ground by a fire of suspicious origin. The current building was erected on the site in 1867.

The noted architect Thomas William Silloway, trained by Henry H. Richardson, soon to become famous for his work on Trinity Church, Boston, designed the current Belleville Congregational Church Meetinghouse. Erected in 1867, the Meetinghouse is an Italianate style building that remains largely unaltered from its original construction, the major change being the removal of the west steeple and capping of that tower. On February 22, 1895, Rev. Hitchcock accepted the gift of the Joshua Hale Memorial Clock created by the noted clockmaker, E. Howard & Co., Boston. It was installed in the west church tower. This clock was refurbished, cleaned and adjusted in 2006 and is working today on the truncated tower. The building retains a façade of matched boarding, trimmed with half-columns, quoins and other details. The remaining three sides are clapboarded. The current building constructed by local shipwrights is unique in that the high ceiling in the

Continuation sheet 2

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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sanctuary resembles an inverted ship's hull. During the original construction, more support was needed because of its size. The carpenters suggested using ships' knees to strengthen the walls, thus producing the gothic effect over the windows. Built, shingled and painted inside the lower tower, the spire was hoisted into place when completed. Greatly weakened due to the ravages of time and weather, the spire was removed in 1922 to save the rest of the structure from possible damage.

On several occasions, since its original construction, renovations to the interior of the Meetinghouse have taken place. In 1952, there were extensive renovations to the interior of the building, under the supervision of local architect Russell M. Peirce. Included in the renovations were a new heating system, a redesigned organ loft, electrical updates and interior painting.

The Meetinghouse houses a William Stevens pipe organ built in East Cambridge, Mass. by William Stevens in 1867, one of several installed in area churches at that time. However, only one other exists in the area today. The original organ, with tracker action, was installed in a small gallery with a high recess in the rear of the church. The huge case, measuring 16 feet wide by 27 feet high, contains three flats of massive Tenoroon pipes and is topped with decorative woodcarvings in a florid Victorian-Persian style. This is the only known case of this unusual style to still be intact. In 1958, the organ was electrified (converted from the tracker action) and a new console was installed. A set of Maas-Rowe Carillon chimes as added in 1968. The Andover Organ Company conducted extensive restoration work in 1977.

Over its history, Belleville Church has served the community in many ways and it continues to do so today. It has provided space as a concert venue for religious and other musical programs church and other community organizations. The size and acoustics of the Meetinghouse make it an ideal site for concerts. The famous Von Trapp family used it once as a rehearsal hall prior to a concert in the area!

Ongoing efforts have taken place by the Congregation to upgrade and maintain both buildings that constitute the Belleville Congregational Church – the Meetinghouse and Fiske Memorial Chapel and Parish Hall. Over the past several years, various projects have taken place to stabilize the interiors and exteriors of these two buildings. There has been extensive work on the roofs of both buildings. Repairs and painting of the two towers and the front elevation of the Meetinghouse took place. Associated Architects, Robert Gould and William March designed a connector between the two buildings (with a handicapped ramp). It was constructed and completed in 2009.

The building was listed in the National Register of Historic Places on August 2, 1984 as a contributing resource to the Newburyport Historic District.

BIBLIOGRAPHY and/or REFERENCES

Belleville Congregational Church.

Jubilee Anniversary of the Pastorate of Rev. D. T. Fiske., D.D., 1897. April 26-27, 1908.

One Hundredth Anniversary, Belleville Congregational Church, Newburyport, Mass., Rev. Frank N. Merrian, Pastor, 1808-1908.

Program of the 125th Anniversary, 1808-1933.

Sesqui-Centennial Anniversary, 1808-1933. The Belleville Congregational Church of Newburyport, Massachusetts, 1958.

Photographs- The 1848 Chapel (Vestry) and 1867 Meetinghouse – North elevation – taken between 1867 and 1914.

The 1848 Chapel (Vestry) and 1867 Meetinghouse – South elevation- taken between 1867-1914.

Currier, John J.. *History of Newburyport, Mass., 1774-1905. 1906*

Fiske, Daniel Taggart. *An Historical Discourse Commemorative of the 50th Anniversary of the Belleville Congregational Church. November 25, 1858.*

Historical Society of Old Newbury. *Colored lithograph of the Belleville Congregational Church and Society. circa 1867.*

Williamson, Dorothy L., *Belleville Congregational Church, United Church of Christ, Newburyport, Massachusetts, 1808-2008.*

Maps

Newburyport MIMAP

Continuation sheet 3

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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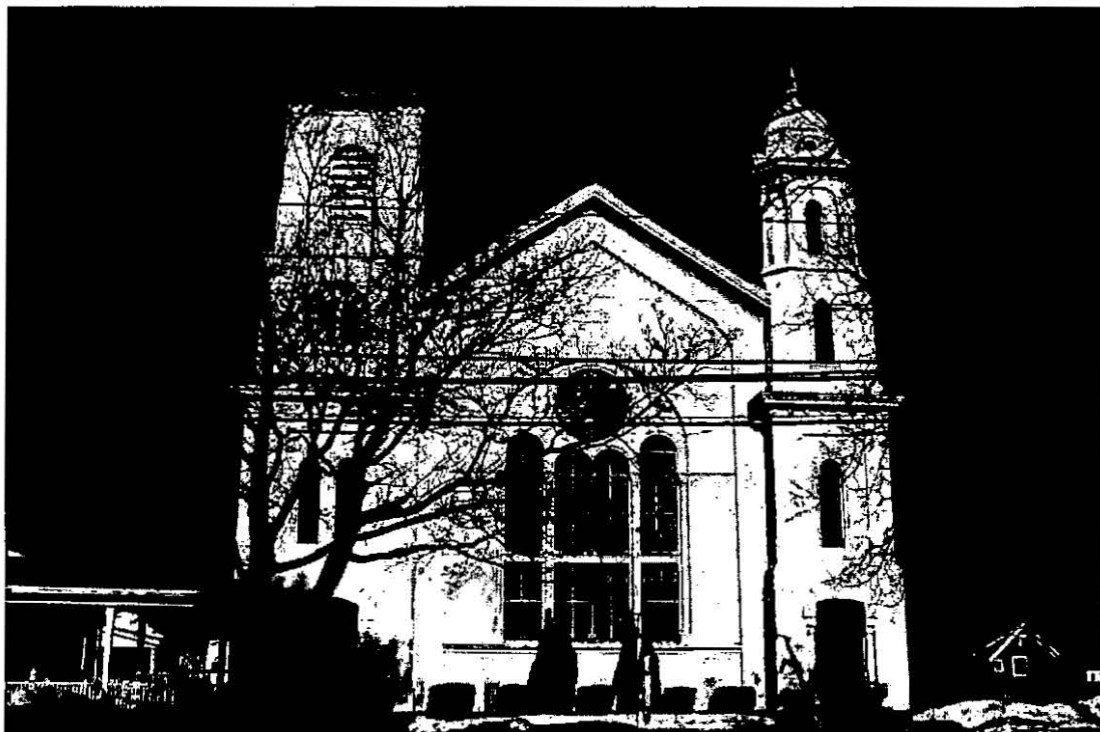


Photo 1: Front Façade, Southwest Elevation



Photo 2: Southeast Elevation

Continuation sheet 4

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Photo 3: East Elevation



Photo 4: Meetinghouse Rear, North Elevation

Continuation sheet 5

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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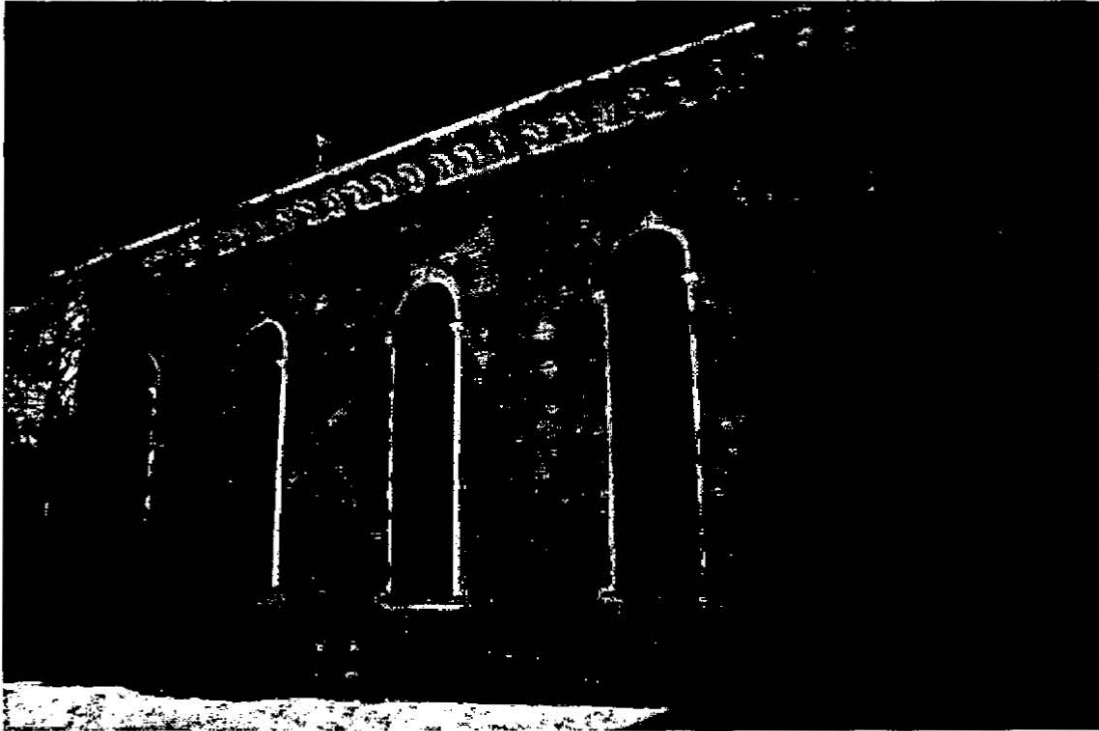


Photo 5: West Elevation



Photo 6: Meetinghouse Clock and Connector to Fiske Chapel/
Parish Hall, West Detail Elevation

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Photo 7: Meetinghouse with Connector to Fiske Chapel/Parish Hall

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

62-45

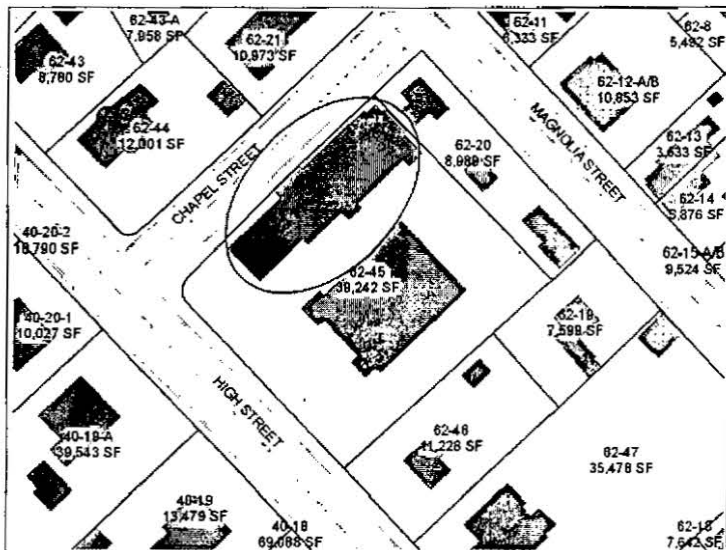
Town/City: Newburyport

Place: (*neighborhood or village*): Belleville

Photograph



Locus Map



Address: 300 High Street

Historic Name: Fiske Memorial Chapel and Parish Hall

Uses: Present: Chapel, Offices, Sunday School, Meeting and Function Rooms, Thrift Shop
Original: Chapel, church school, social events

Date of Construction: 1848 (Vestry) & 1914 (Fiske Memorial Chapel/Parish Hall).

Source: Currier, John J., *History of Newburyport, Mass., 1774-1905*. 1906

Style/Form: Greek Revival

Architect/Builder: C.K.Cummings, 8 Beacon St., Boston

Exterior Material:

Foundation: concrete

Wall/Trim: vinyl siding

Roof: slate

Outbuildings/Secondary Structures: none

Major Alterations (*with dates*):

Sept. 1914- Dedication of Fiske Chapel/Parish Hall

Condition: Good

Moved: no ☒ yes ☐ **Date:**

Acreage: 39,500 sq. ft.- shares lot with Belleville Church

Setting: Building occupies a prominent site in the Belleville section of Newburyport on the main thoroughfare, High Street, noted for its excellent examples of eighteenth and nineteenth century architecture

Recorded by: Dorothy Williamson/Robert Gould, Architect

Organization: Belleville Congregational Church, UCC

Date (month / year): March 2011

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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☐ Recommended for listing in the National Register of Historic Places.

If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

Parish Hall – architectural features.

The original structure, built in 1848, has been added to over the years. The structure is clad in vinyl siding over the original wooden clapboards. The 1913 blueprints, together with photographs predating the work, show that the addition was extensive. Extant design development blueprints are of interest in showing the evolution of the design before the final documents.

The parish hall features a Greek Revival temple front, with four large Doric columns. This was added in 1914 when the orientation of the chapel within was reversed, to be entered from High Street. The pediment extends the entire width of the chapel; the four columns sit on a wooden porch, approximately 5'-4" deep. In the center is a glassed-in vestibule, likewise capped with a pediment. Steps leading to the front entrance were once flanked, as photos show, with balusters and newels similar to those remaining elsewhere on the building, including those still surrounding the front porch; the handrails at the steps have been replaced with metal rails.

The building widens in two steps toward the northern end. At the western (Chapel Street) side, a jog occurs beyond the chapel, as it does at the opposite side. A small shed roof extends over a landing, which opens onto steps with elaborate balusters, leading to the ground. Old pictures show that the porch replaces a former enclosed vestibule (as on the other side, where a set of steps has been replaced by an accessible ramp). The other jog occurs only at the eastern side at the point where a stage room was added in the 1914 renovations. Here, too, are a porch and steps with ornamental balusters. A shed roof was added later over the porch. In the chapel, three double-hung windows were replaced by four windows, with fixed arched windows above.

The main part of the building was originally T-shaped, with gabled roofs at each section; a small one-story section to the rear was removed in 1914, to be replaced by an auditorium and church offices. The bar of the T holds two aboveground stories. Five arched windows, similar to those in the chapel, are on each side of the stage room. At each side of the bar of the T, there had been a bay of three large windows, with the central window higher than the rest and surmounted by a small pediment. (A similar bank of windows on the High Street side was replaced by the temple front and new entrance.) At the time of the renovation, the central window was made smaller to align with those flanking it, and a pediment created across the entire wing, in keeping with the Greek Revival renovations at the front. The central, double hung window, 8 over 8 lites, is approximately twice as wide as the two 4 over 4 double hung windows flanking it; the three are approximately 9'-0" in height.

Beyond the auditorium area, at each side of the stage, are small offices. The eastern one, used as the pastor's office, extends beyond the building to allow for access by a small set of steps, with similar balusters to the others. At the rear of the building is a stairwell to the lower floor; at some point since 1914, this was enclosed by a small bulkhead.

There is a full basement, in two levels, below nearly the entire building.

Connector:

Access for the disabled was achieved to both buildings in 2009 by a covered connector; beneath the gabled roof perpendicular to the main roofs of the meetinghouse and parish hall. A ramp and steps lead to the meetinghouse. A shed roof covers the ramp to the parish hall. A deteriorated door at the central part of the building was replaced in connection with the same project, which involved interior renovations to improve accessibility. Further accessible renovations are planned.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

Continuation sheet 36

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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In 1848, a building (Vestry) was erected adjacent to the Meetinghouse for church school and social events. In 1914, that building was extensively renovated and remodeled and on the same site into the present Fiske Memorial Chapel/Parish Hall. (Blueprints show existing and new construction- on the same foundations as the old chapel). A stage/classroom was added to the structure and other changes were made to the chapel. The chapel can hold up to 200 people and the parish hall has two meeting rooms, stage room, offices, classrooms and a thrift shop. The number and layout of the rooms in the Fiske Parish Hall are conducive to fairs and meetings of which there have been many over the years.

It has provided space as a meeting hall for numerous local civic and lay groups. They included the following: a concert venue for religious and other musical programs, a Ward 5 voting location, a "North End" branch of the Newburyport Public Library for 45 years, a meeting place for Brownies, Girl Scouts and Boy Scout Troops, and a set of classrooms for the local school system. For several years, it was the site of graduation exercises for the local grammar school and for religious education classes conducted by the local school system. It has been the site of various fairs put on by the church and other community organizations. Currently, many local civil and private organizations and groups rent space (at a minimal cost) or are provided space free of charge. AA Meetings, Anna Jaques Hospital, Newburyport Mother's Club, Newburyport Choral Society, 3MB Fencing Group, Piano Concerts, Sacred Circle Dance, Birthday Celebrations, Weddings, Baby Showers, Funerals, Middle School Dance, Belly Dance Show & Dance Party, Adult Martial Arts, Spiritual Art Auction, New England Clinical Hypnosis, and non-paying renters- Gentle Chair Yoga, 2 Brownie Girl Scout Troops, CODA (12 step recovery program), Roots Music Concert Series, Speakers, and the Newburyport Preservation Trust meet regularly at the Fiske Parish Hall.

Over the past several years, various projects have been undertaken to stabilize the interior and exterior the building. The projects include extensive work on the roofs, construction of a connector between the two buildings (with a handicapped ramp), electrical wiring updates, both kitchen and bathroom facilities upgrades to meet current building codes, and extensive interior painting. Recently completed projects include the installation of a handicapped accessible bathroom, the conversion of a small storage space into a kitchenette on the main floor of the Parish Hall, and the conversion of a room on the first floor of the Parish Hall into a new church office.

Current planning for a proposed project involves extensive repairs to and painting of porches and decks at the sides and front of the Parish Hall. These particular areas are deteriorating and need attention before they require total replacement. Wooden trim around all of the steps, entranceways and associated railings will be repaired or replaced. They will also be scraped, primed and painted. Any of the balusters and railings rotted beyond repair will be replaced prior to painting.

The building was listed in the National Register of Historic Places on August 2, 1984 as a contributing resource to the Newburyport Historic District.

BIBLIOGRAPHY and/or REFERENCES

Belleville Congregational Church.

Fiske Memorial Parish House Program for Dedication Week, September 13-16, 1914.

Photographs - Fiske Memorial Chapel/Parish Hall and 1867 Meetinghouse - North elevation - taken between 1922-1970.

The 1848 Chapel (Vestry) - South elevation- taken between 1867 and 1914.

Currier, John J. *History of Newburyport, Mass., 1774-1905.* 1906.

Cummings, C.K.. Blueprints of the proposed Fiske Memorial Chapel/Parish Hall. August 29, 1913.

Fiske, Daniel Taggart. *An Historical Discourse Commemorative of the 50th Anniversary of the Organization of the Belleville Congregational Church, November 25, 1858.*

Historical Society of Old Newbury. Colored lithograph of the Belleville Congregational Church and Society. circa 1867.

Williamson, Dorothy L.. *Belleville Congregational Church, United Church of Christ, Newburyport, Massachusetts, 1808-2008.*

Maps

Newburyport MIMAP

Continuation sheet 3

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Photo 1: Front Façade, Southwest Elevation



Photo 2: Fiske Chapel/Parish Hall with Connector to Meetinghouse, Southeast Elevation

INVENTORY FORM B CONTINUATION SHEET

TOWN Newburyport ADDRESS 300 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Continuation sheet 4



Photo 3: Fiske Chapel/Parish Hall with Connector to Meetinghouse, East Detail Elevation



Photo 4: East Elevation

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Continuation sheet 5



Photo 5: Rear, North Elevation



Photo 6: West Elevation

Continuation sheet 6

Exhibit B.5:

Belleville Congregational Church, United Church of Christ, Newburyport, Massachusetts, 1808-2008 (Cover) - by Dorothy L. Williamson - Complete copies at the Newburyport Library and the Historical Society of Old Newbury.

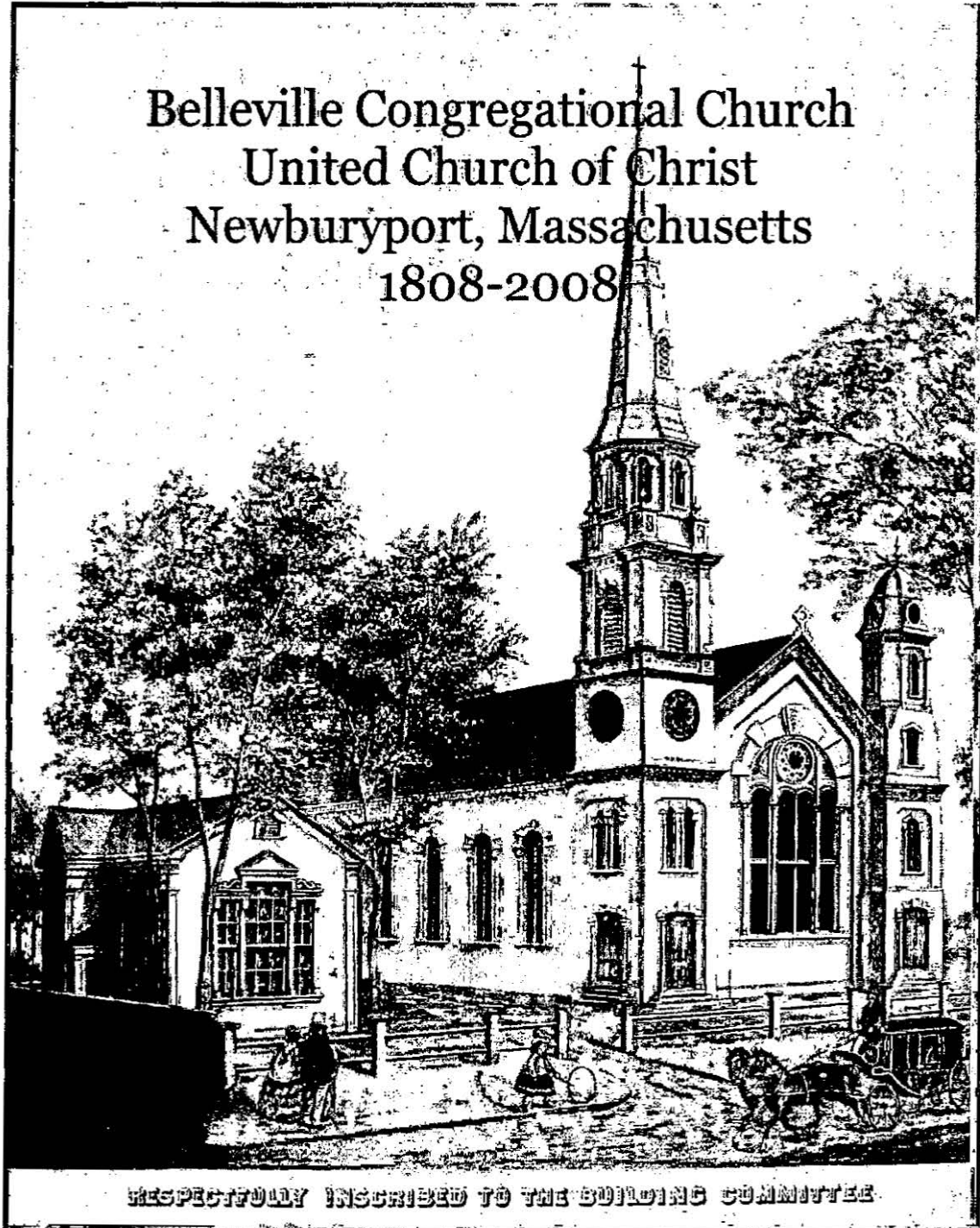


EXHIBIT C

RESTRICTION GUIDELINES

ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT BETWEEN THE CITY OF NEWBURYPORT AND BELLEVILLE CONGREGATIONAL CHURCH

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the Property. Under this section 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 and 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 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.

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 or removing significant landscape features such as trees, gardens, vistas, and large plantings where such changes would alter the view of the building.

WALLS/PARTITIONS

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

Major - Creating new openings in exterior walls or permanently sealing off existing exterior openings.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes or may potentially effect the physical characteristics or long-term structural integrity of the building. For example, adding air conditioning or humidification to an historic building may result in detrimental condensation within exterior walls.

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 Facades 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, which are in the best interests of the property.