

COMMITTEE ITEMS

February 25, 2019

Committee Items Budget & Finance

1. **ORDR071_10_29_18** CPC FY2019 Custom House Slate Roof
2. **TRAN038_02_11_19** Free Cash \$45K to SRTS Project \$45K
3. **TRAN039_02_11_19** – Free Cash \$40K to Rail Trail Phase II Project \$40K.
4. **ORDR088_02_11_19** Multiple Trust (Stickney, Weare, Connors) Gift Acceptance

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 29, 2018

That the City Council appropriates from the Community Preservation Act FY 2019 estimated revenues, in accordance with the provisions of M.G.L. Chapter 44B, for the following [project], based upon the Community Preservation Committee’s recommendation. The source of funds shall be FY2019 estimated revenues and Community Preservation Fund Balance. Said appropriation shall be considered a separate appropriation or reservation in the amount indicated [below]:

Project No.	Project Title	Applicant	Request	Recommendation
4	Slate Roof Replacement	Newburyport Maritime Society, Inc.	\$101,914	\$101,914

Councillor Charles F. Tontar

**NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE
RECOMMENDATIONS FOR FY19 APPROPRIATIONS**
(excerpts related to Slate Roof at Custom House Maritime Museum)

The Newburyport Community Preservation Committee recommends that the City Council appropriate from Community Preservation Fund Revenues *[as follows]*:

The following CONDITIONS are common to *[all projects]*:

- A. Each recipient of funds is required to submit to the CPC a written report on the status of the project by each October 15, January 15, April 15 and July 15 following appropriation and until final completion of the project.
- B. If a project is not completed within twelve (12) months of appropriation, the grantee must submit a written request to the CPC for an extension of the grant. Otherwise, funds may be subject to rescission and returned to Community Preservation Fund Reserves (applicable to appropriations, not to reservations).
- C. Full funding is conditioned upon the receipt of state matching funds, estimated to be 11.5% of local revenue, expected in November 2018.

Applications for all projects are available for review in the Office of Planning & Development.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair	Jane Healey, Vice Chair
Paul Healy	Mark Rosen
Daniel Koen	Steven Sawyer
Don Little	Sarah White

**PROJECT NO. 4
SLATE ROOF REPLACEMENT AT THE CUSTOM HOUSE MARITIME MUSEUM**

The CPC recommends the appropriation of \$101,914 from the FY 2019 Estimated Revenues to the Newburyport Maritime Society, Inc., to replace the failing slate roof at the Custom House Maritime Museum. This structure is protected by a Preservation Restriction.

The CPA category for this appropriation is Historic Preservation.

Project Summary: The existing slate roof is failing and thus endangering the artifacts located within the structure itself creating an emergency situation. The Museum has contracted with The Heritage Company of East Waterboro, Maine, who performed restoration work on the building in 2013 and 2018. This project includes removal and disposal of existing slate and membranes (except for recently installed slate and flashing around the observation deck), installation of new slate and copper flashing, and installation of snow guards on both sides of the building to protect pedestrians from falling ice and snow.



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
FEB -5 PM 2:35

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 2/11/2019

Transfer From:

Account Name	<u>General Fund - Free Cash</u>	YTD Bal:	<u>\$ 2,130,614.00</u>
Account Number:	<u>01-35910</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$45,000.00</u>	Trans Out:	<u>\$ (34,850.00)</u>
Why are Funds Available:	<u>The Massachusetts Department of Revenue certified Free Cash for</u>		
	<u>FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the</u>		
	<u>Mayor and a vote of the City Council.</u>		

Transfer To:

Account Name	<u>Safe Routes to School Project</u>	YTD Bal:	<u>\$ 2,600.00</u>
Account Number:	<u>3903-49700</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$45,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Needed:	<u>To fund right-of-way work including appraisals needed for the Safe Routes</u>		
	<u>to School Project. Through the program, MassDOT is funding design, engineering, specifications,</u>		
	<u>cost estimates, etc. See explanatory memo from the Office of Planning & Development.</u>		

Donna D. Holaday, Mayor
 Ethan R. Manning, Auditor
 City Council Approval: (Stamp)

Matthew G. OUBRIACE OF MAYOR
Eth R Manning

Date: 2/16/19
 Date: 2/15/19



CITY OF NEWBURYPORT
OFFICE OF PLANNING AND DEVELOPMENT

60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400 • (978) 465-4452 (FAX)

DONNA D. HOLADAY
MAYOR

MEMORANDUM

TO: NEWBURYPORT CITY COUNCIL
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER
SUBJECT: SAFE ROUTES TO SCHOOLS PROJECT RIGHT-OF-WAY: FREE CASH TRANSFER REQUEST FOR APPRAISALS
DATE: 2/5/19

We are writing to respectfully request the City Council's approval of a Free Cash transfer of \$45,000 to support appraisal services and potential compensation for some temporary construction easements associated with the Safe Routes to Schools project along a portion of High Street.

The design and construction of the \$2 million Safe Routes to Schools project along High Street is supported by federal and state funding. However, securing the right-of-way to the satisfaction of MassDOT and the Federal Highways Administration (FHWA) is the responsibility of the City. Federally-funded projects such as this one require temporary construction easements along the small strip of private property adjacent to the municipal right-of-way in order to facilitate the state contractor knitting the reconstructed sidewalk and driveway aprons into the bordering private yards, driveways and walkways. The state and its engineer have identified 35 private properties along this 1,800-foot section of High Street that require these temporary construction easements, as well as four very small permanent easements for sidewalk corner roundings.

We have worked to track down abutter phone and email contact information, and reached out to all of the property owners by regular mail, certified mail, and phone calls, as well as emails and in-person meetings. To date, we have had direct discussions with representatives of all but one. A number of the properties are owned by condominium associations, and there are well over a hundred people involved, a number of whom live elsewhere. Based on these individual discussions, a significant majority of abutters are positive about the project and donation of the temporary construction easements to the City. However, it is a challenge to get people's attention regarding this process, and we currently have eleven of the signed certificates of donation in hand. While we expect to receive the great majority of the remaining certificates in the coming weeks, we also anticipate that there will be a handful of abutters who remain unresponsive. For these, we are required to secure appraisals and review appraisals, and then offer some financial compensation in order to have the project certified to move towards advertisement for construction this summer. The advertisement date for this \$2 million project is 6/29/19, and we have a number of milestones to reach during the next 4-5 months. While we continue to secure as many certificates of donation as possible in order to minimize local costs for this project, we need to contract with the appraiser in the next few weeks so that he can mobilize, establish a data set and conduct appraisals in March, and the review appraiser can follow up in April. We will then send 30-day offer letters, as needed, in April and May, prior to submitting the entire right-of-way easement package to the City Council in late May for review, voting and finalization by 6/10/19.

The \$45,000 transfer request would cover the costs of the development of a data set of comparables, appraisal services, review appraisal services, and compensation for approximately 8-9 properties, if needed. We anticipate that not all of this funding will be required and we will be able to return a portion of these funds. However, in the unlikely chance that more is needed, we will have time to return to the Council in March/April.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

NEWBURYPORT NOCK MIDDLE SCHOOL AND MOLIN UPPER ELEMENTARY SCHOOL			
STATE	YES	AD PROJ. NO.	SHEET TOTAL
MA	-	-	11
PROJECT FILE NO.		608792	
PRELIMINARY RIGHT OF WAY TITLE SHEET & INDEX			

PLAN AND PROFILE OF

RUPERT A. NOCK MIDDLE SCHOOL AND EDWARD G. MOLIN UPPER ELEMENTARY SCHOOL
HIGH STREET (ROUTE 113)

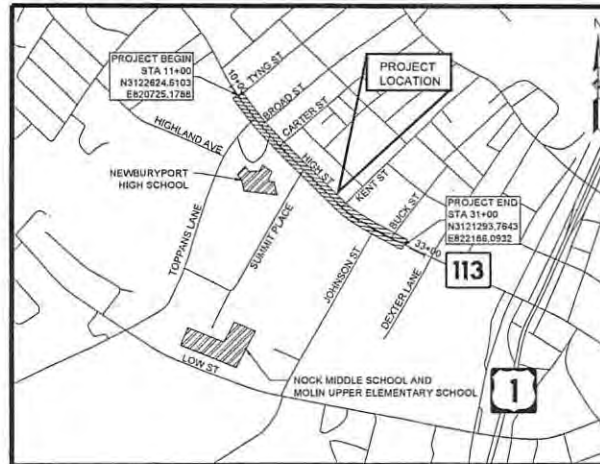
IN THE CITY OF
NEWBURYPORT
ESSEX COUNTY

FEDERAL AID PROJECT NO. -

THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1988, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE OCTOBER 2017 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1988 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

PRELIMINARY RIGHT OF WAY PLAN

INDEX	
SHEET NO.	DESCRIPTION
20	TITLE SHEET & INDEX
21	TYPICAL SECTIONS
22	PROFILE
23	PARCEL SUMMARY
24	LOCATION PLAN
25	PROPERTY PLANS



0 500 1000 1500 2000
SCALE: 1" = 500'
LENGTH OF PROJECT = 2,000.00 FEET = 0.379 MILES

DESIGN DESIGNATION (HIGH STREET (ROUTE 113))

DESIGN SPEED	35 MPH
ADT (2017)	17,772
ADT (2024)	19,724
K	8.5%
D	52.8% NB
T (PEAK HOUR)	1.0%
T (AVERAGE DAY)	0.6%
DHV	1,083 VPH
DDHV	571 VPH
FUNCTIONAL CLASSIFICATION	URBAN PRINCIPAL ARTERIAL

DATE	DESCRIPTION	REV #
01/29/18	REVISED PS&E SUBMITTAL	8
01/22/18	REVISED PS&E SUBMITTAL	8
01/07/18	PS&E SUBMITTAL	8
12/07/18	REVISED 100% SUBMITTAL	3
10/02/18	REVISED 100% SUBMITTAL	2
06/16/18	100% SUBMITTAL	1
10/09/17	25/75% SUBMITTAL	-

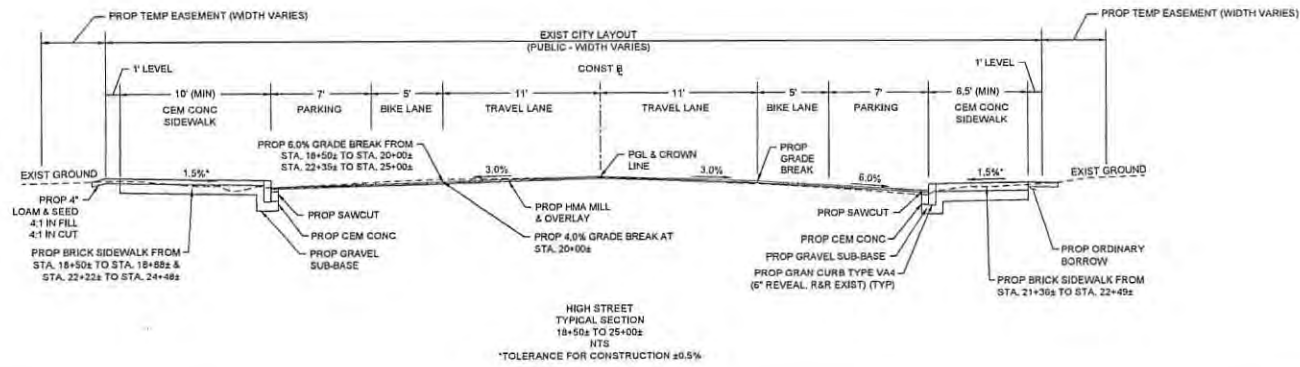
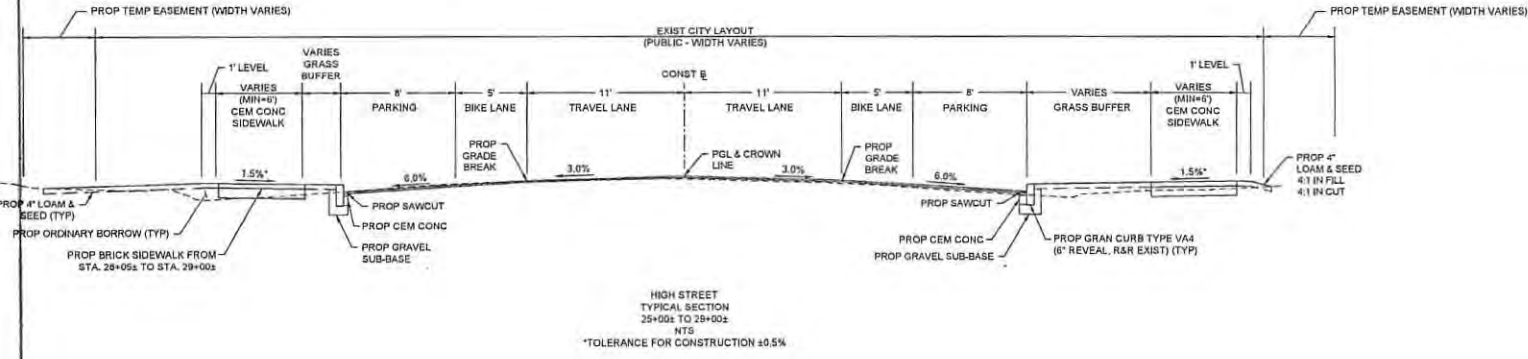
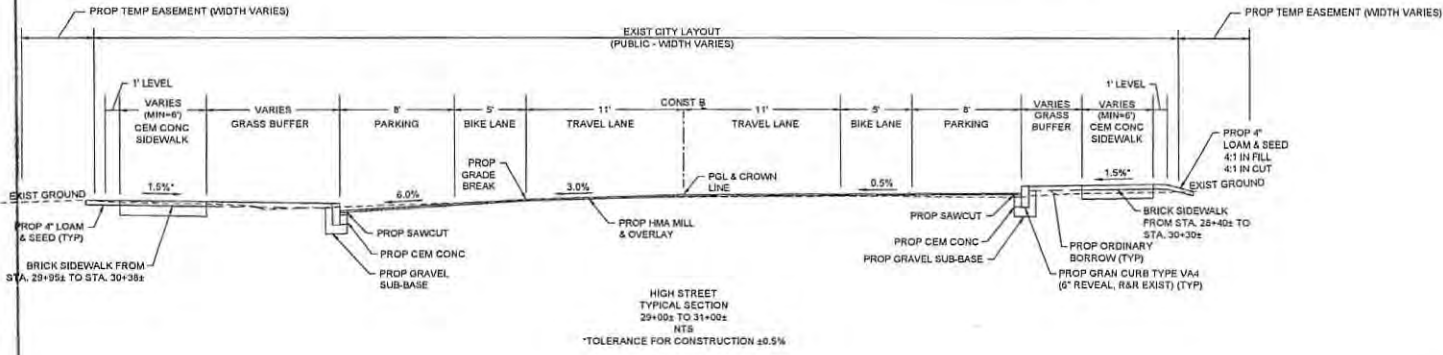
 TEC, Inc. 146 Dascomb Road 169 Ocean Blvd Andover, MA 01810 Hampton, NH 03842	 Massachusetts Department of Transportation Highway Division	RECOMMENDED FOR APPROVAL	
		CHIEF ENGINEER	DATE
DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION		APPROVED	DATE
DIVISION ADMINISTRATOR	DATE	HIGHWAY ADMINISTRATOR	DATE

NEWBURYPORT
 NOCK MIDDLE SCHOOL AND
 MOLIN UPPER ELEMENTARY SCHOOL

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		3	11

PROJECT FILE NO. 608792

PRELIMINARY RIGHT OF WAY
 TYPICAL SECTIONS - 2 OF 2



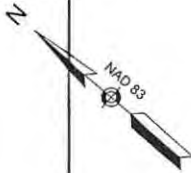
PARCEL NO.	PLAN SHEET NO.	TITLEHOLDER	TITLE REFERENCE				EASEMENT		TOTAL PROPERTY AREA (AC)	REMARKS
			DEED BOOK	PAGE NO.	LCC HG.	CERT NO.	TYPE	AREA (S.F./AC)		
TE-1	8	KATHARINE HANKS TRUST	12100	136			TEMP	668	SITE GRADING, DRIVEWAY RECONSTRUCTION, TREE TRIMMING	
TE-2	8	THOMAS J. MURRAY & ANNE-MARIE CLANCY MURRAY	36103	123			TEMP	210	SITE GRADING	
TE-3	8	KATHLEEN A. QUILL & WILLIAM G. QUILL	33097	478			TEMP	291	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-4	8	CITY OF NEWBURYPORT	3030	279			TEMP	626	SITE GRADING AND SIDEWALK RECONSTRUCTION	
TE-5	8,9	CITY OF NEWBURYPORT	3030	279			TEMP	1655	SITE GRADING AND SIDEWALK RECONSTRUCTION	
TE-6	9	CITY OF NEWBURYPORT	3030	279			TEMP	836	SITE GRADING AND SIDEWALK RECONSTRUCTION	
TE-7	8	BETH WATSON	38016	311			TEMP	288	SITE GRADING, REMOVE AND RESET COBBLES, WALKWAY AND DRIVEWAY RECONSTRUCTION	
E-1	8	BETH WATSON	38016	311			PERM	11	0.13 SIDEWALK EASEMENT	
TE-8	8,9	CAPTAIN CAREY CONDOMINIUM TRUST	7535	222			TEMP	1136	SITE GRADING AND WALKWAY RECONSTRUCTION	
E-4	9	CAPTAIN CAREY CONDOMINIUM TRUST	7535	222			PERM	24	0.45 SIDEWALK EASEMENT	
TE-9	9	LINGLEY LAKE, LLP	30661	562			TEMP	363	SITE GRADING AND WALKWAY RECONSTRUCTION	
TE-10	9	PHILIP HURZELER & PAT HURZELER	14340	170			TEMP	301	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-40	9	PHILIP HURZELER & PAT HURZELER	14340	170			TEMP	209	SITE GRADING, WALKWAY RECONSTRUCTION	
TE-11	9	DAVID C. SMITH & PRISCILLA N. SMITH	7453	78			TEMP	418	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-12	9	DOWNS FAMILY REVOCABLE TRUST	34279	574			TEMP	381	SITE GRADING, WALKWAY RECONSTRUCTION, AND IRRIGATION HEAD ADJUSTMENT	
E-2	9	DOWNS FAMILY REVOCABLE TRUST	34279	574			PERM	5	0.28 SIDEWALK EASEMENT	
TE-13	9	AUGUSTINIAN REALTY TRUST	32835	304			TEMP	250	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION, REMOVE + RESET COBBLES	
TE-14	9	SIMON P. WAINWRIGHT & SHARON WAINWRIGHT			557800	89050	TEMP	956	SITE GRADING, WALKWAY RECONSTRUCTION, TREE PROTECTION, AND REMOVE AND RESET FENCE GATES	
TE-15	9	244 HIGH STREET CONDOMINIUM TRUST	31976	571			TEMP	540	SITE GRADING, PINE BARK MULCH, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-16	9,10	240-242 HIGH STREET CONDOMINIUM TRUST	14379	299			TEMP	618	SITE GRADING AND DRIVEWAY RECONSTRUCTION	
TE-17	9,10	225 HIGH STREET CONDOMINIUM			468145	C206-000	TEMP	958	SITE GRADING AND DRIVEWAY RECONSTRUCTION	
TE-18	10	WILLIAM J. MERCER & JACQUELINE C. MERCER	10125	26			TEMP	452	SITE GRADING AND WALKWAY RECONSTRUCTION	
TE-19	10	MARK S. AMOROSINO & JESSICA S. AMOROSINO	32973	150			TEMP	270	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-20	10	FLA NUT RESEARCH LLC	35822	194			TEMP	242	SITE GRADING, DRIVEWAY RECONSTRUCTION, AND TREE PROTECTION	

**NEWBURYPORT
NOCK MIDDLE SCHOOL AND
MOLIN UPPER ELEMENTARY SCHOOL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	5	11
PROJECT FILE NO.		401792	

**PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY - 1 OF 2**

DATE PLOTTED: 11/14/2013 2:40 PM

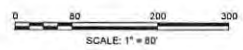
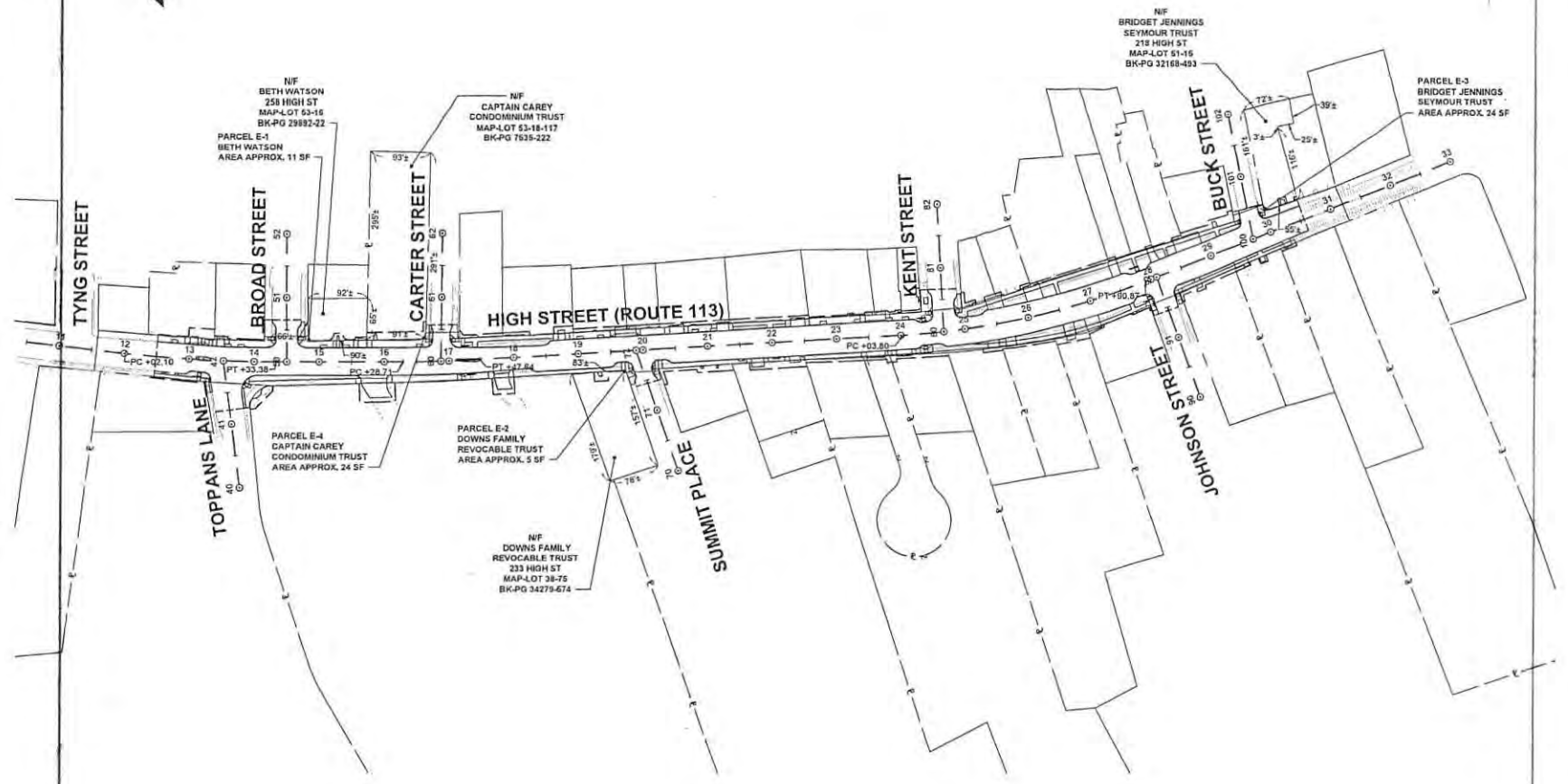


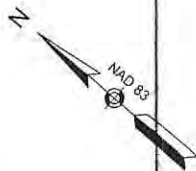
NEWBURYPORT
NOCK MIDDLE SCHOOL AND
MOLIN UPPER ELEMENTARY SCHOOL

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	7	11

PROJECT FILE NO. 606792

PRELIMINARY RIGHT OF WAY
LOCATION PLAN



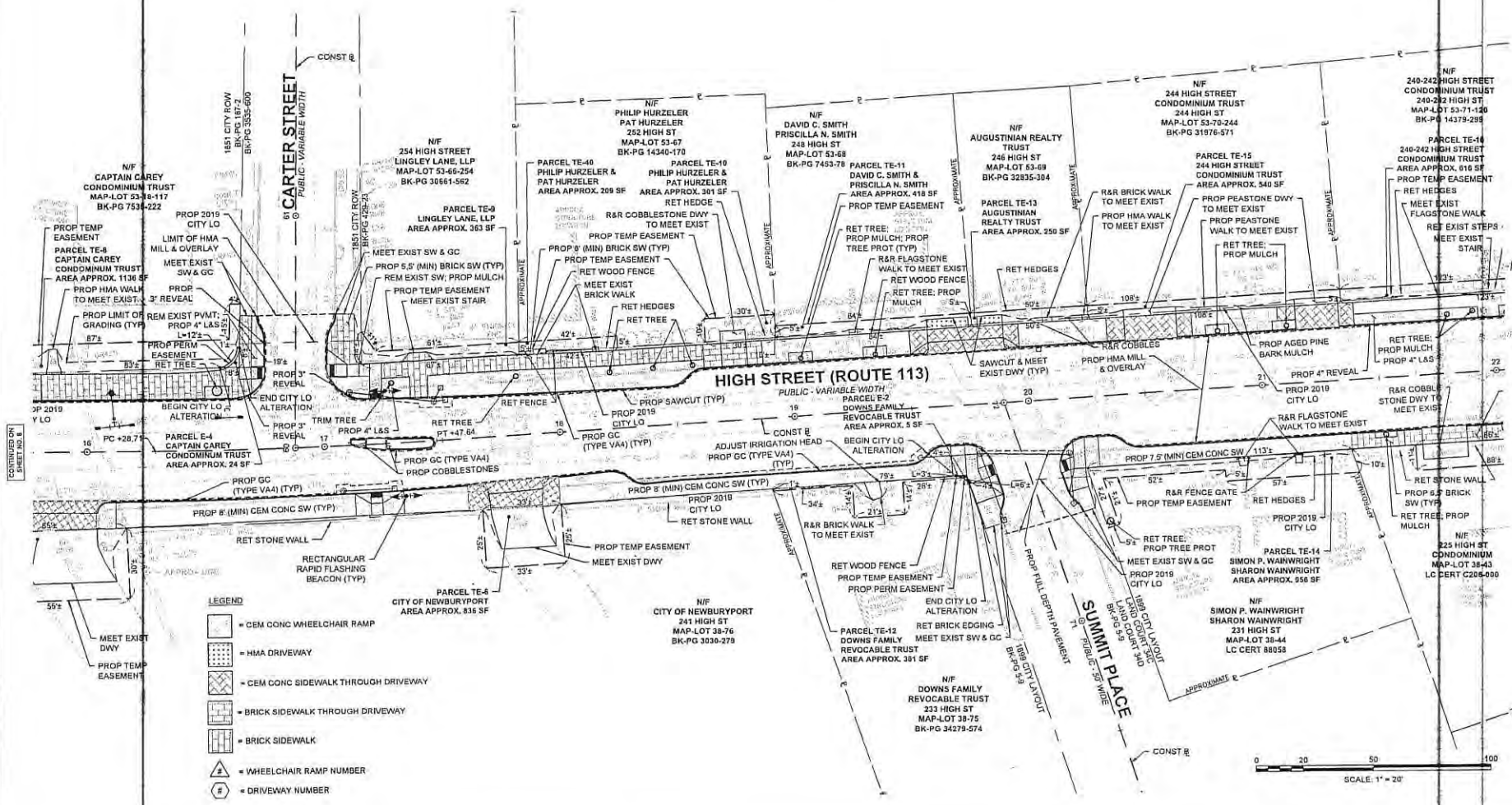


**NEWBURYPORT
NOCK MIDDLE SCHOOL AND
MOLIN UPPER ELEMENTARY SCHOOL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	B	11

PROJECT FILE NO. 608702

**PRELIMINARY RIGHT OF WAY
PROPERTY PLANS - 2 OF 4**



CONTINUATION OF SHEET NO. 8

CONTINUATION OF SHEET NO. 10



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2019 FEB -5 PM 2:35

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 2/11/2019

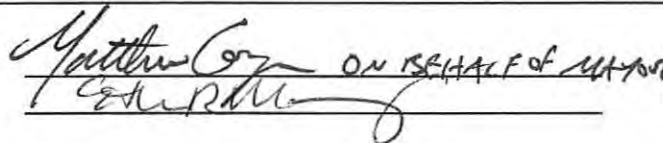
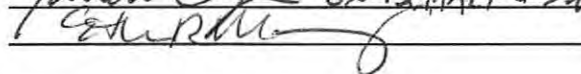
Transfer From:

Account Name	<u>General Fund - Free Cash</u>	YTD Bal:	<u>\$ 2,130,614.00</u>
Account Number:	<u>01-35910</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$40,000.00</u>	Trans Out:	<u>\$ (34,850.00)</u>
Why are Funds Available:	<u>The Massachusetts Department of Revenue certified Free Cash for</u>		
	<u>FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the</u>		
	<u>Mayor and a vote of the City Council.</u>		

Transfer To:

Account Name	<u>Rail Trail Phase II Project</u>	YTD Bal:	<u>\$ 162,551.37</u>
Account Number:	<u>3608-49700</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$40,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Needed:	<u>Funding for the Riverfront Trail Gap Project. See attached explanatory</u>		
	<u>memo from the Office of Planning & Development.</u>		

Donna D. Holaday, Mayor
 Ethan R. Manning, Auditor
 City Council Approval: (Stamp)


 ON BEHALF OF MAYOR Date: 2/6/19
 Date: 2/5/19



CITY OF NEWBURYPORT
OFFICE OF PLANNING AND DEVELOPMENT

60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400 • (978) 465-4452 (FAX)

DONNA D. HOLADAY
MAYOR

MEMORANDUM

TO: NEWBURYPORT CITY COUNCIL
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER
SUBJECT: RIVERFRONT TRAIL GAP PROJECT: FREE CASH TRANSFER REQUEST TO SUPPORT DESIGN AND PERMITTING FOR COMPLETING CLIPPER CITY RAIL TRAIL PHASE II ALONG RIVERFRONT
DATE: 2/5/19

We are writing to respectfully request the City Council's approval of a Free Cash transfer of \$40,000 to support design and permitting for completing the riverfront trail section of the Clipper City Rail Trail Phase II.

Since the City Council approved \$175,000 in CPA funding for this project in the fall, we have A) established the interim detour, B) managed the installation of temporary shoreline stabilization, and C) hired consultants to re-design and amend the permits for this trail section. The state contractor completed the partial temporary shoreline stabilization of the worst eroded riverfront areas in late December. This work involved installing a decontamination area at the construction entrance, installing geotextile fabric over the soil, installing a 6" stone haul road on top of the fabric, assembling and installing a double row of stone-filled gabion baskets in the scoured areas along the water's edge, and sliding the existing rip rap boulders lying on top of the ground against the seaward side of the gabion baskets. The City's consultants also submitted required associated notifications and reporting to the EPA and DEP. In addition, the state contractor established the temporary trail detour along Water Street and largely completed the construction of the rest of the Clipper City Rail Trail Phase II (except for replacement chain link gates at the fenced off riverfront section).

We interviewed several different coastal engineering companies about re-designing the raised trail and associated revetment in order to compare their suggested approach, hourly rates, and overall pricing. We recently contracted with a partnership of GZA Geoenvironmental and Stantec to develop the revised plans for raising the trail, protecting the shoreline, and amending the local, state, and federal permits as necessary. This will reduce the vulnerability of the shoreline and trail to sea level rise, storm surges, and flooding as well as reduce risks and mitigate flood damage to the Wastewater Treatment Facility (WWTF) behind it. We have coordinated with the City Engineer on this approach and the ongoing long-term resiliency plan for the WWTF.

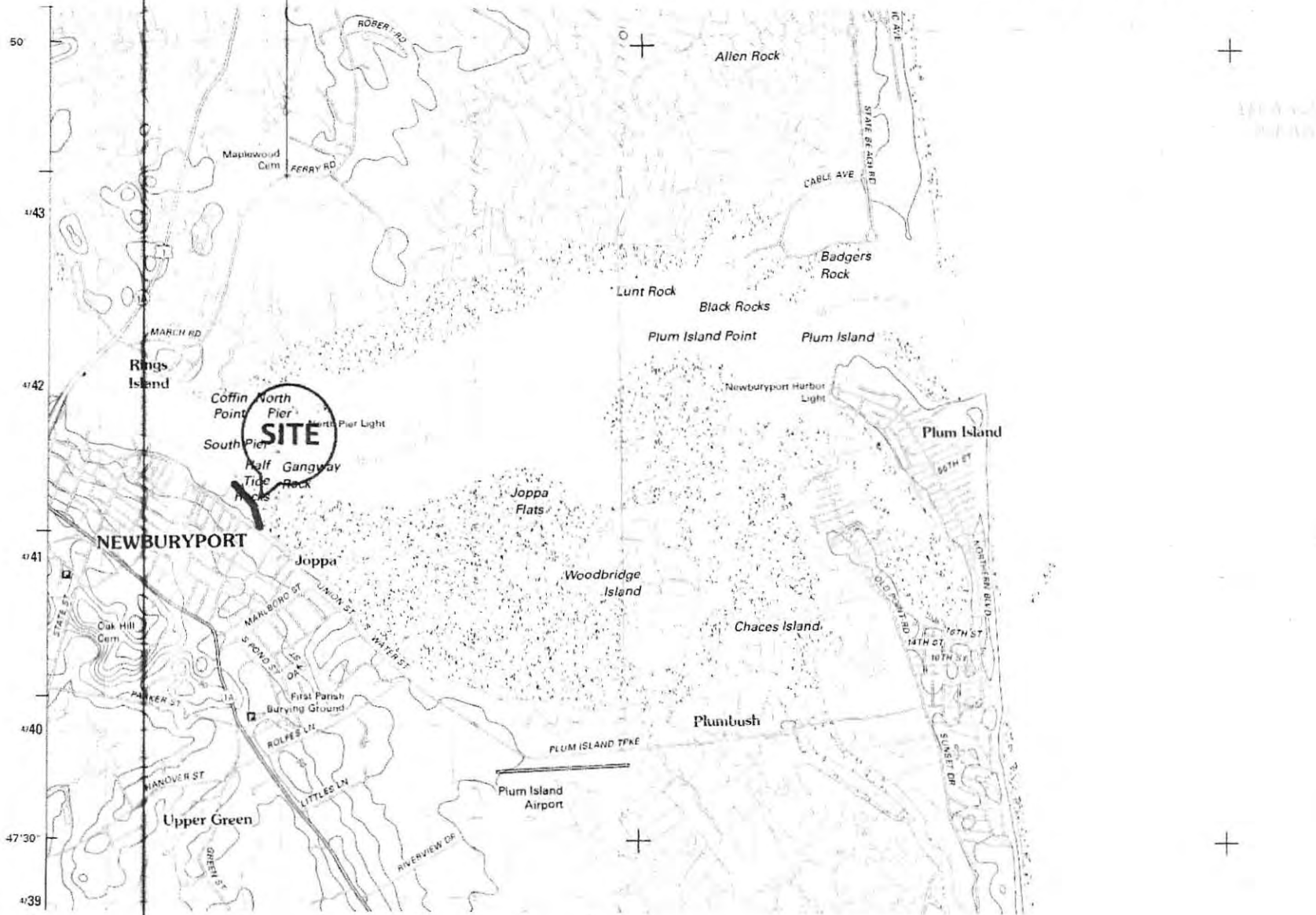
Due to the timeframes and funding sources involved, we anticipate that the trail construction project will be implemented in two sequential bids and contracts, focusing first on cleaning up the contaminated soil in the 130-foot section and then constructing the 1,200-foot trail and associated shoreline protection. We project that the bid plans and specifications for the cleanup activities will be available in the spring of 2019 so that we can implement the remediation during the summer of 2019. The remediation will include the excavation of this ~~defined soil area, disposal, post-excavation verification sampling and analysis, backfill and compaction, and~~ then the required reporting to MassDEP and EPA to document completion of the remedial activities during the fall of 2019. The City's consultant estimates that the construction phase of the cleanup should cost \$200,000. On a parallel track, the City is in the process of developing preliminary designs for the raised trail and associated shoreline stabilization and coordinating with regulatory authorities during the spring of 2019, followed by initiation of the permit amendments, which is projected to take approximately three to six months.

Depending upon the permit amendment timeframe, we anticipate finalizing the revised trail plans and specifications during the fall of 2019, and being ready to bid the project out, pending securing full construction funding, at the end of 2019 or early in 2020. The consultants' preliminary itemized cost estimate for this work is approximately \$1.3 million.

The cost for the development of the soil remediation bid package, as well as the associated bid phase services, construction administration, waste characterization sampling, documentation, post-excavation verification sampling, laboratory analysis, and reporting, is supported by a Brownfields grant through the Merrimack Valley Planning Commission and the EPA. The development of the revised plans and amended permits for the raised trail and associated shoreline protection is supported by the remaining available CPA funding allocated to the project. The additional funding represented by this transfer request is needed to ensure that we can proceed all the way through to 100% design this year, particularly if additional permitting is required by any of the regulatory agencies. Please note that the City has recently applied for a \$300,000 grant from the MassTrails grant program to support construction funding, and continues to seek additional construction funding through Lieutenant Governor Polito and the Baker Administration based on the Commonwealth's Environmental Bond Bill's \$750,000 legislative authorization earmark for this project.

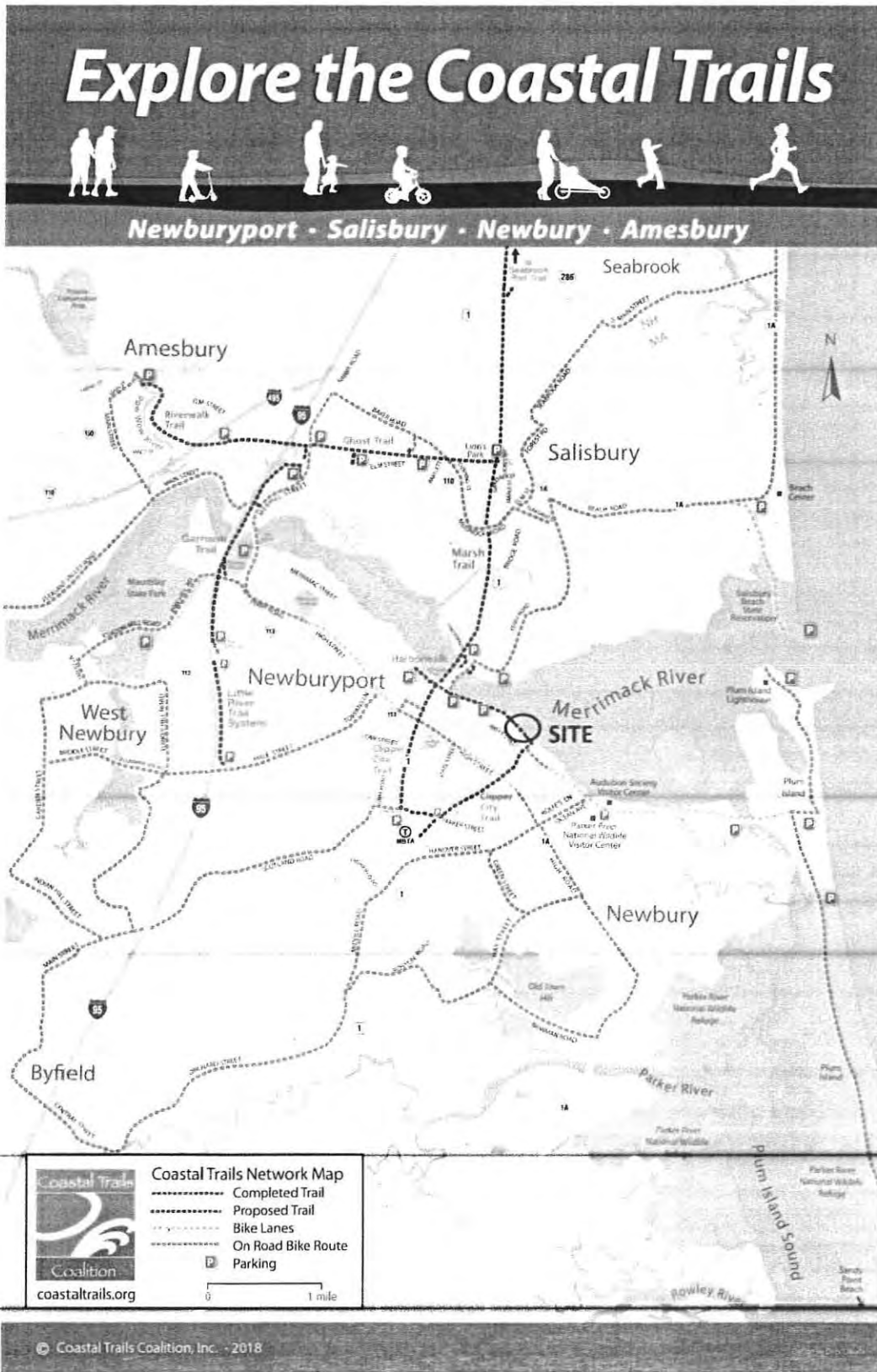
Please see the attached supporting maps, photos, and plans. Thank you for your consideration.

Riverfront Critical Gap/Clipper City Rail Trail Phase II project



Topographical Locus Map

Riverfront Critical Gap/Clipper City Rail Trail Phase II project



Regional Trail Network Map

Riverfront Critical Gap/Clipper City Rail Trail Phase II project



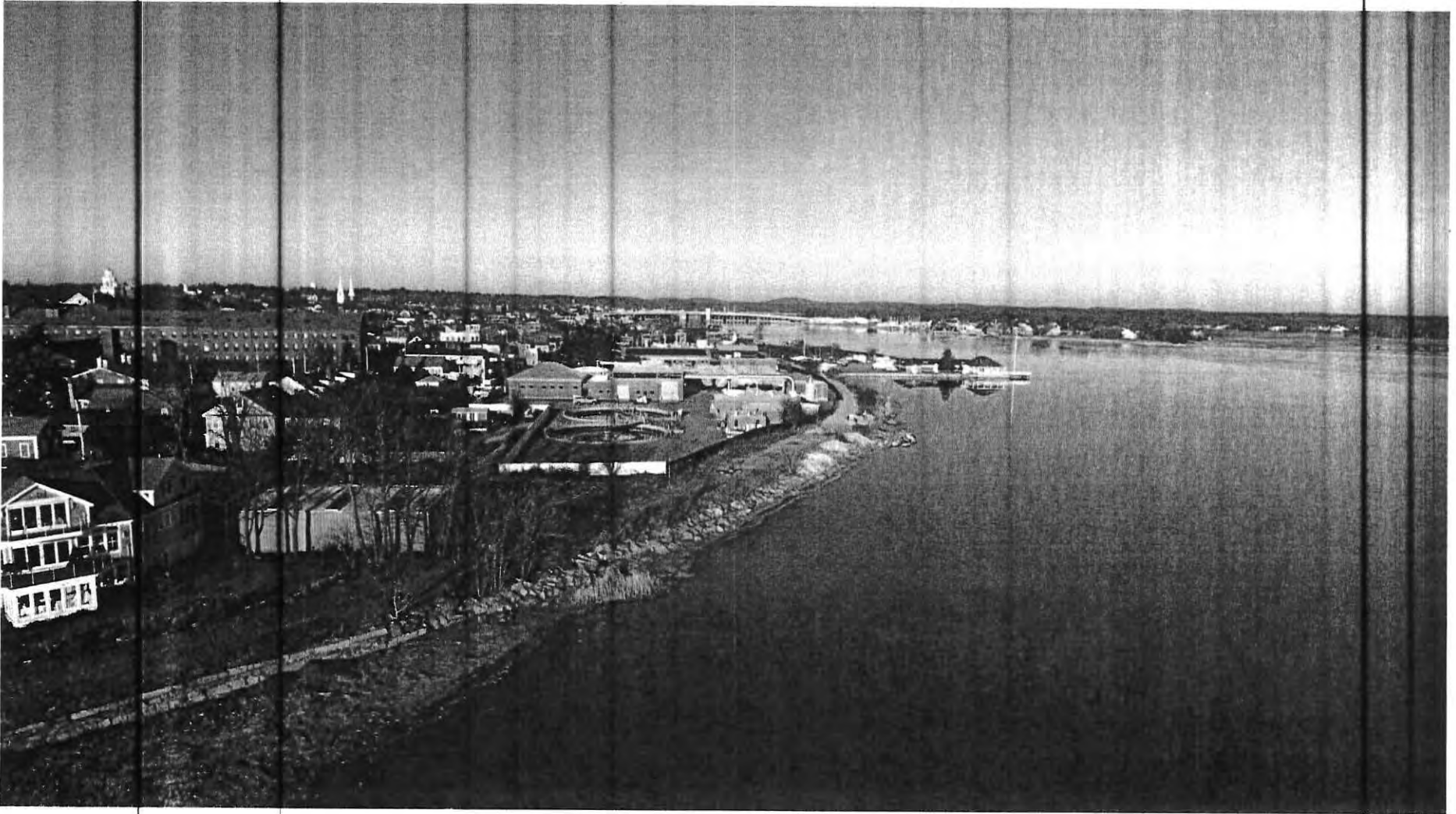
Newburyport Rail Trail Network Map

Riverfront Critical Gap/Clipper City Rail Trail Phase II project



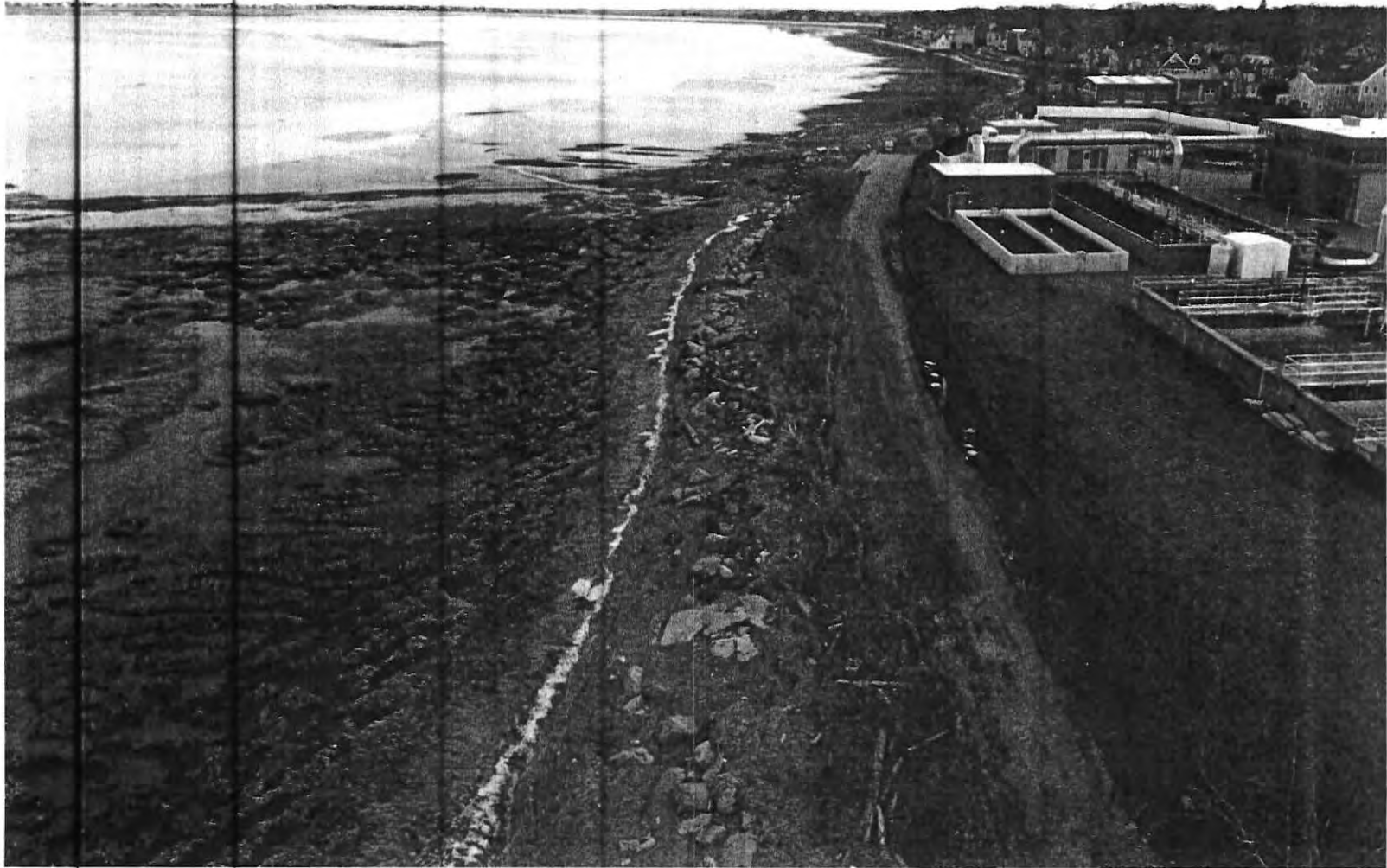
Aerial Photo Locus Map of Site

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Looking northwest (December 2018) along the Merrimack River shoreline trail corridor towards downtown
(note existing granite block seawall transitioning to deteriorated riprap revetment)

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Looking southeast at low tide (December 2018) along the Merrimack River shoreline trail corridor towards South End, Joppa Flats and Plum Island

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



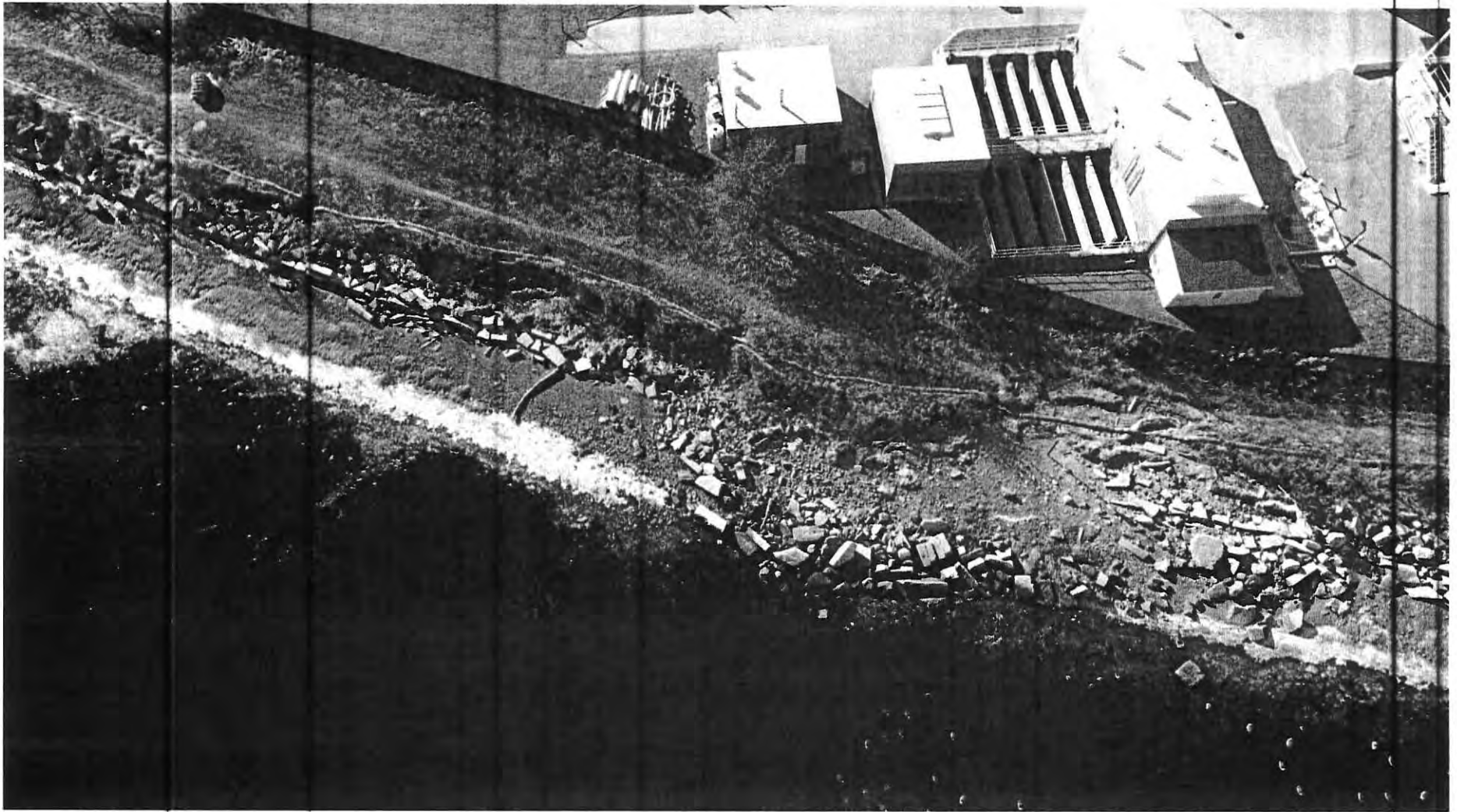
Views east from the shoreline trail corridor towards the mouth of the river in summer

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Views north from the shoreline trail corridor in winter

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Aerial photo (December 2018) of portion of scoured shoreline along riverfront trail corridor

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



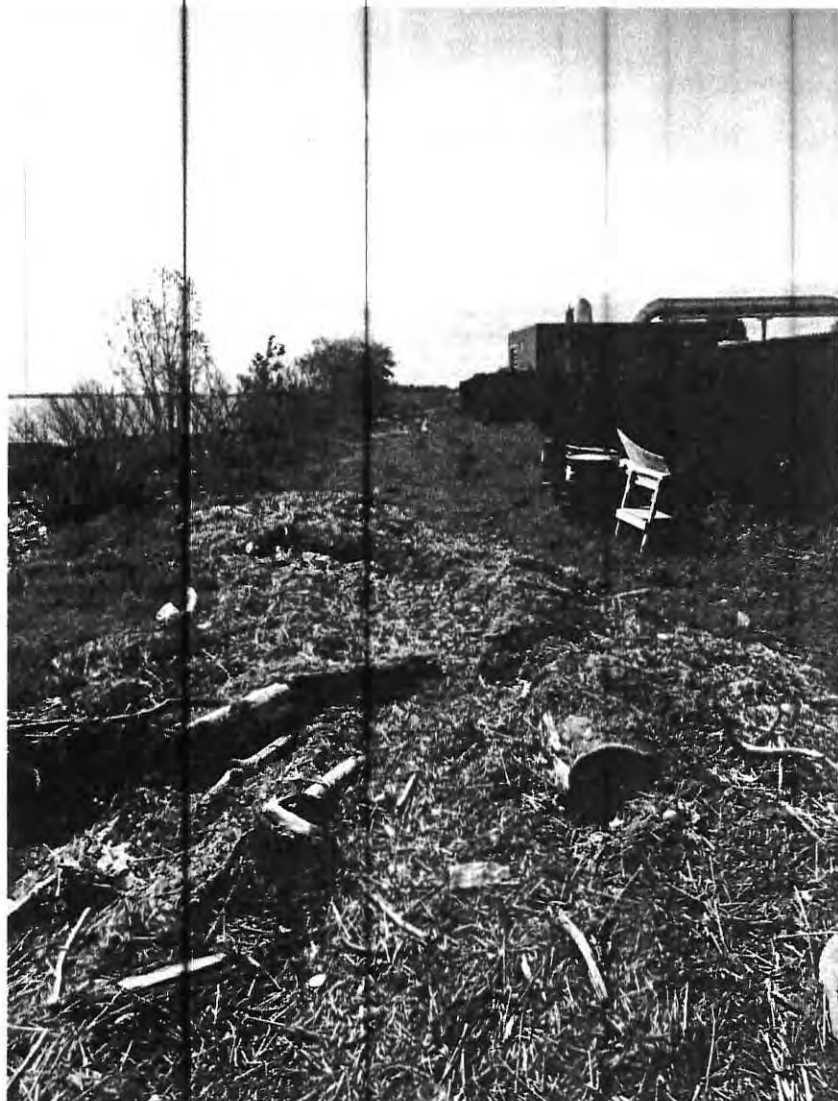
Debris from storm surge across shoreline trail corridor with recently eroded areas circled (May 2018)

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



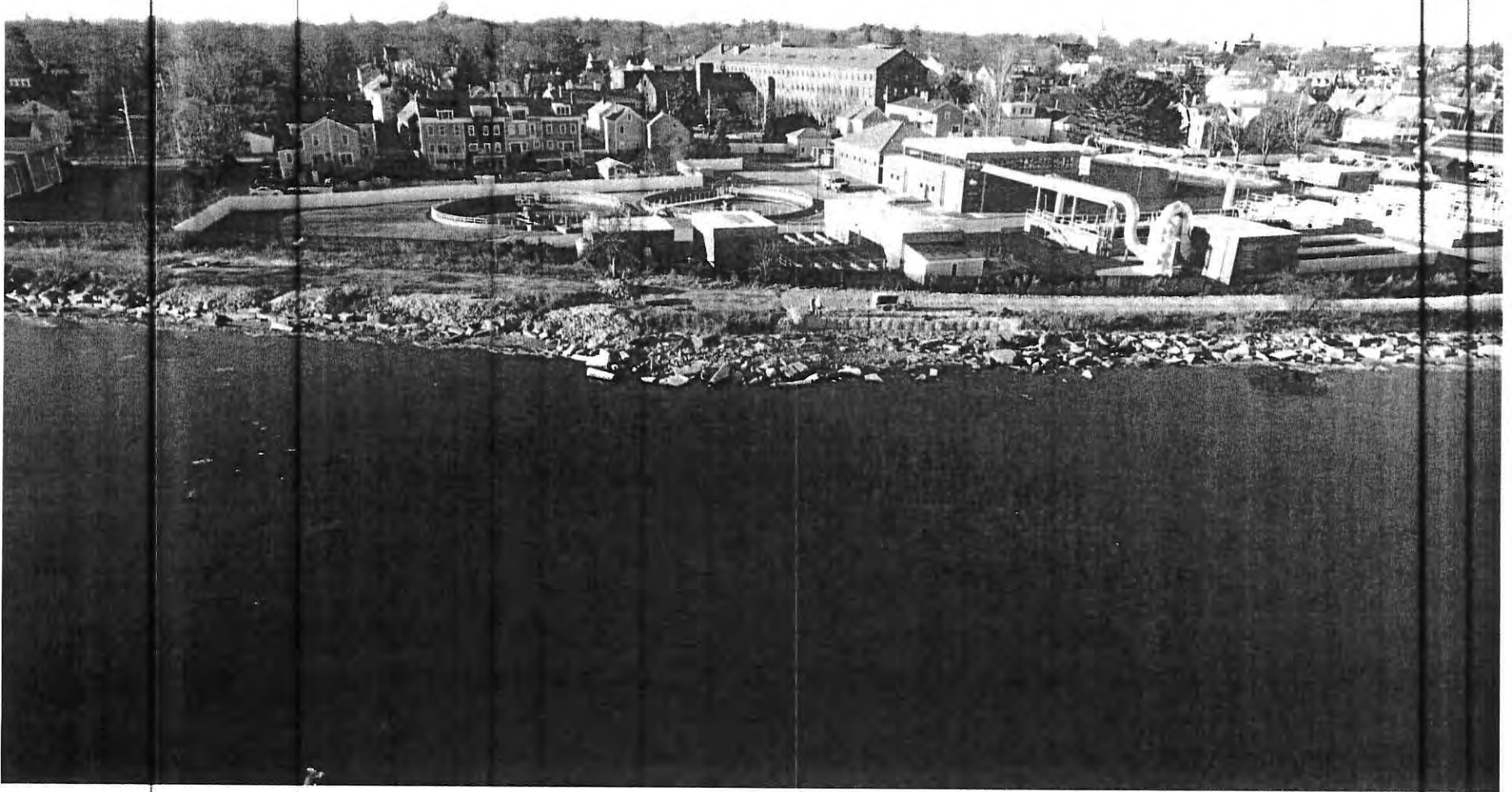
Scoured river bank of shoreline trail corridor in May 2018 (recently eroded area circled)

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Debris across northern portion of shoreline trail corridor from storm surge (May 2018)

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Installation of temporary shoreline stabilization (December 2018) – double rows of stone-filled gabion baskets in worst scoured areas along riverfront

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Partial temporary shoreline stabilization – gabion walls with stone haul road over geotextile fabric (January 2019)

Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



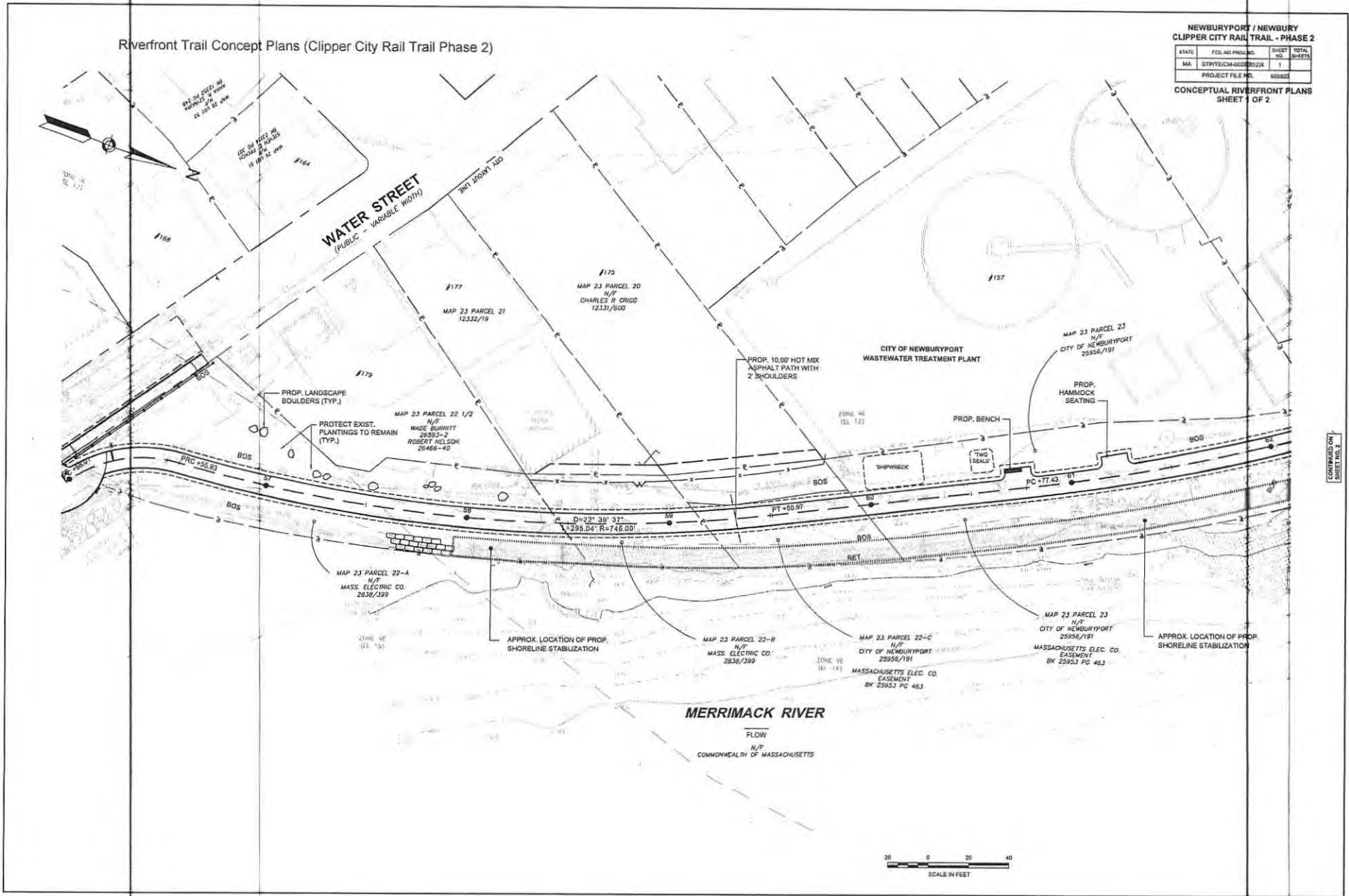
Partial temporary shoreline stabilization looking northwest along riverfront – gabion walls with stone haul road over geotextile fabric (January 2019)

Riverfront Trail Concept Plans (Clipper City Rail Trail Phase 2)

NEWBURYPORT / NEWBURY
CLIPPER CITY RAIL TRAIL - PHASE 2

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	STPYTCM-022832X	1	1
PROJECT FILE NO.		90860	

CONCEPTUAL RIVERFRONT PLANS
SHEET 1 OF 2



CONTINUED ON SHEET 2

60502 | 10 | SHORELINE CONSTRUCTION PLAN | 2019

Riverfront Trail Soil Contamination Remediation Plans

NEWBURYPORT / NEWBURY
CLIPPER CITY RAIL TRAIL - PHASE 2

STATE	FED. HD PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	STR7CMA022832X	28	181
PROJECT FILE NO.		408803	

PRELIMINARY
CONTAMINATED SOIL AREAS
SHEET 2 OF 3
SAMPLE DEPTH: 0" - 6"

NOTE: UNDERGROUND ELEC/
UTILITY LOCATIONS ON PLAN
APPROXIMATE. FOLLOW DIG/
MARKINGS IN FIELD.

0-4 SAMPLE CONCENTRATION/DEPTH 30-APR-2018

CITY OF NEWBURYPORT
WASTEWATER TREATMENT PLANT

NOTE: UNDERGROUND ELECTRIC
UTILITY LOCATIONS ON PLAN ARE
APPROXIMATE. FOLLOW DIG SAFE
MARKINGS IN FIELD.

COLLECT ADDITIONAL SAMPLE VOLUME FOR
WASTE CHARACTERIZATION
27, 28, 30, 34, 35, 38 = 1 COMPOSITE

#81
WASTE CHARACTERIZATION
ONLY 9'-12" COMPOSITE.

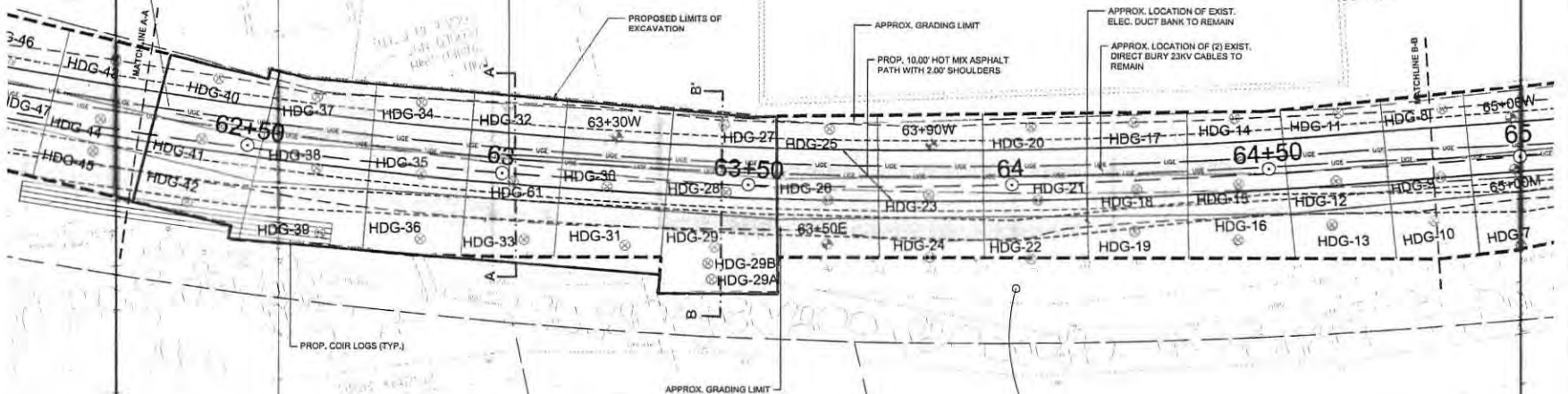
PROPOSED LIMITS OF
EXCAVATION

APPROX. GRADING LIMIT

APPROX. LOCATION OF EXIST.
ELEC. DUCT BANK TO REMAIN

APPROX. LOCATION OF (2) EXIST.
DIRECT BURY 23KV CABLES TO
REMAIN

MAP 20 PARCEL 8
N/A
CITY OF NEWBURYPORT
6364/536
PL BR 143/92



PROP. COIR LOGS (TYP.)

APPROX. GRADING LIMIT

MAP 23 PARCEL 11
N/A
CITY OF NEWBURYPORT
6364/536
PL BR 143/92

MERRIMACK RIVER

LEGEND

- NO DATA
- CONCENTRATIONS <1 PPM
- CONCENTRATIONS 1-10 PPM
- CONCENTRATIONS 10-25 PPM
- CONCENTRATIONS 25-50 PPM
- CONCENTRATIONS >50 PPM
- CONCENTRATION INFERRED
- LIMITS OF SAMPLING GRID
- GPS LOCATION OF ACTUAL SOIL BORING
- EXIST. ELEC. DUCT BANK (BASED ON RECD INFORMATION)
- EXIST. DIRECT BURY CABLES (BASED ON DIG-SAFE MARKINGS)
- PRIOR SOIL BORING BY SEB
- 64 CONSTRUCTION STATION



FIGURE - 6A

NEWBURYPORT / NEWBURY
CLIPPER CITY RAIL TRAIL - PHASE 2

STATE	F.U.S. AND PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	ST/PT/CA-0025/0523	181	181
PROJECT FILE NO.		808503	

PRELIMINARY
CONTAMINATED SOIL AREAS
SHEET 2 OF 2
SAMPLE DEPTH: 6" - 12"

NOTE: UNDERGROUND ELEC.
UTILITY LOCATIONS ON PLAN ARE
APPROXIMATE. FOLLOW DIG
MARKINGS IN FIELD.

CITY OF NEWBURYPORT
WASTEWATER TREATMENT PLANT

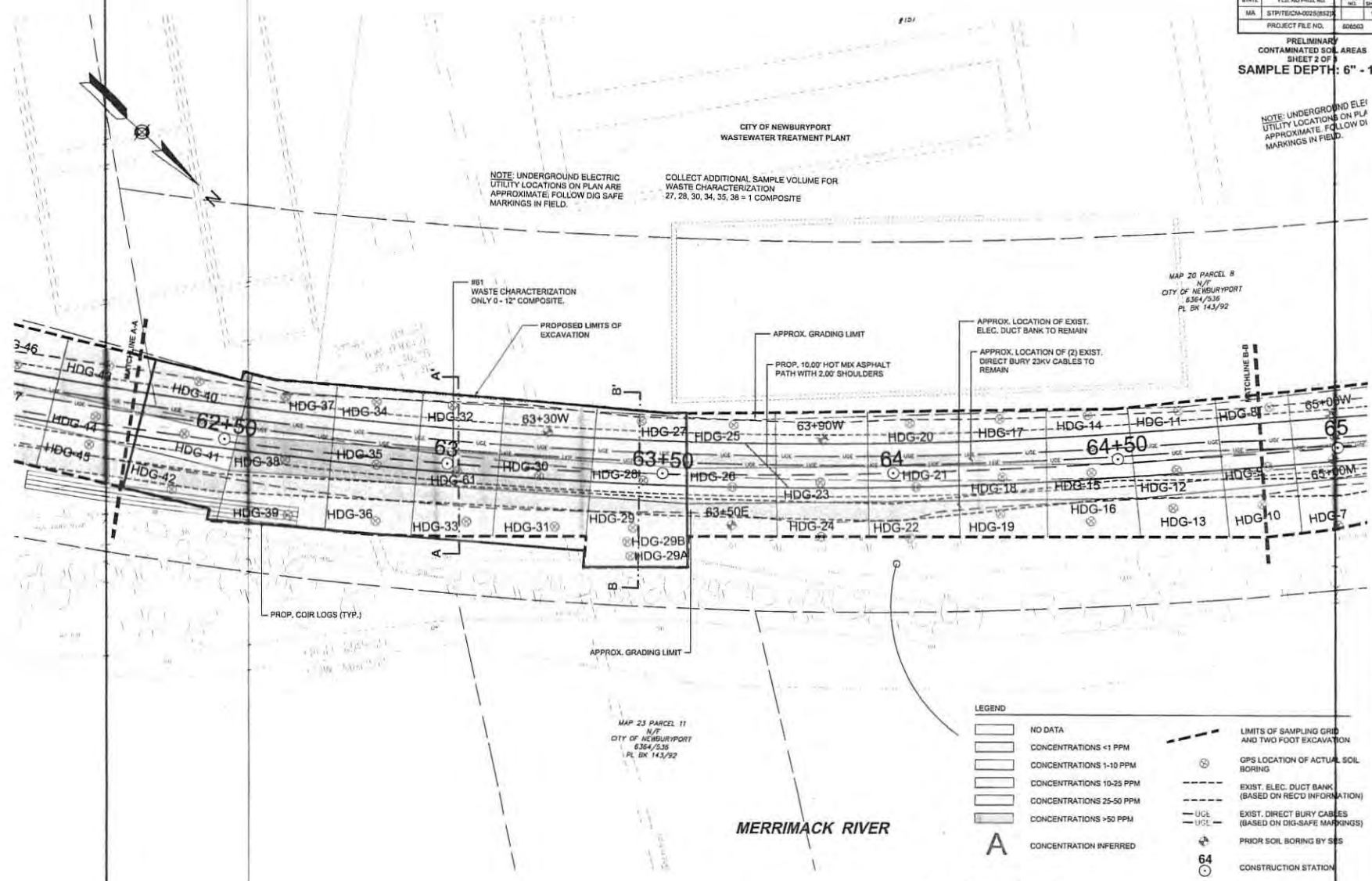
NOTE: UNDERGROUND ELECTRIC
UTILITY LOCATIONS ON PLAN ARE
APPROXIMATE. FOLLOW DIG SAFE
MARKINGS IN FIELD.

COLLECT ADDITIONAL SAMPLE VOLUME FOR
WASTE CHARACTERIZATION
27, 28, 30, 34, 35, 38 = 1 COMPOSITE

MAP 20 PARCEL 8
N/A
CITY OF NEWBURYPORT
8364/536
PL BK 143/92

MAP 23 PARCEL 11
N/A
CITY OF NEWBURYPORT
8364/536
PL BK 143/92

MERRIMACK RIVER



LEGEND

	NO DATA		LIMITS OF SAMPLING GRID AND TWO FOOT EXCAVATION
	CONCENTRATIONS <1 PPM		GPS LOCATION OF ACTUAL SOIL BORING
	CONCENTRATIONS 1-10 PPM		EXIST. ELEC. DUCT BANK (BASED ON RECD INFORMATION)
	CONCENTRATIONS 10-25 PPM		EXIST. DIRECT BURY CABLES (BASED ON DIG-SAFE MARKINGS)
	CONCENTRATIONS 25-50 PPM		PRIOR SOIL BORING BY SBS
	CONCENTRATIONS >50 PPM		CONSTRUCTION STATION
	CONCENTRATION INFERRED		

6-17 SAMPLE CONCENTRATION LOGGING 25-APR-2018

FIGURE - 6B

NEWBURYPORT / NEWBURY
CLIPPER CITY RAIL TRAIL - PHASE 2

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	5777(CA-08)S(2)X	151	151
PROJECT FILE NO.		608803	

PRELIMINARY
CONTAMINATED SOIL AREAS
SHEET 2 OF 3
SAMPLE DEPTH: 12" - 18"

NOTE: UNDERGROUND ELEC/
UTILITY LOCATIONS ON PLAN
APPROXIMATE. FOLLOW DIG
MARKINGS IN FIELD.

CITY OF NEWBURYPORT
WASTEWATER TREATMENT PLANT

NOTE: UNDERGROUND ELECTRIC
UTILITY LOCATIONS ON PLAN ARE
APPROXIMATE. FOLLOW DIG SAFE
MARKINGS IN FIELD.

COLLECT ADDITIONAL SAMPLE VOLUME FOR
WASTE CHARACTERIZATION
27, 28, 30, 34, 35, 38 = 1 COMPOSITE

MAP 20 PARCEL 8
N/P
CITY OF NEWBURYPORT
6364/536
PL BK 143/92

#51
WASTE CHARACTERIZATION
ONLY 0 - 12" COMPOSITE.

PROPOSED LIMITS OF
EXCAVATION

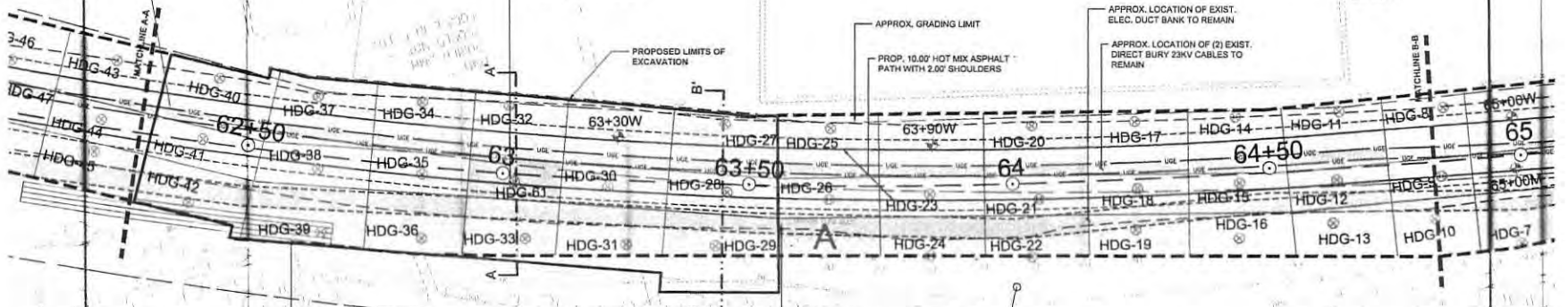
APPROX. GRADING LIMIT

PROP. 10.00' HOT MIX ASPHALT
PATH WITH 2.00' SHOULDERS

APPROX. LOCATION OF EXIST.
ELEC. DUCT BANK TO REMAIN

APPROX. LOCATION OF (2) EXIST.
DIRECT BURY 23KV CABLES TO
REMAIN

VOLUME 68



PROP. COIR LOGS (TYP.)

APPROX. GRADING LIMIT

MAP 23 PARCEL 11
N/P
CITY OF NEWBURYPORT
6364/536
PL BK 143/92

MERRIMACK RIVER

LEGEND

- [Blank Box] NO DATA
- [Light Gray Box] CONCENTRATIONS <1 PPM
- [Medium Light Gray Box] CONCENTRATIONS 1-10 PPM
- [Medium Gray Box] CONCENTRATIONS 10-25 PPM
- [Dark Gray Box] CONCENTRATIONS 25-50 PPM
- [Black Box] CONCENTRATIONS >50 PPM
- [Circle with 'A'] CONCENTRATION INFERRED
- [Dashed Line] LIMITS OF SAMPLING GRID AND TWO FOOT EXCAVATION
- [Circle with 'X'] GPS LOCATION OF ACTUAL SOIL BORING
- [Dashed Line with 'X'] EXIST. ELEC. DUCT BANK (BASED ON RECD INFORMATION)
- [Dashed Line with 'C'] EXIST. DIRECT BURY CABLES (BASED ON DIG-SAFE MARKINGS)
- [Circle with 'S'] PRIOR SOIL BORING BY SES
- [Circle with '64'] CONSTRUCTION STATION

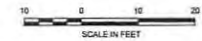


FIGURE - 6C

Bot

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 11, 2019

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude the following gifts:

- 1) Donor: Evelyn B. Stickney Trust
Amount: \$24,000 and any future distributions from the Trust
Purpose: Improvements made to the Newburyport Public Library, including but not restricted to the library's archival center.
- 2) Donor: Nancy V. Weare Living Trust
Amount: \$5,000
Purpose: To enhance the Newburyport Public Library's archival collection.
- 3) Donor: Josephine & Nora Connors Scholarship Trust
Amount: \$5,000 and any future distributions from the Trust
Purpose: Scholarships for graduating Newburyport High School students.

These gifts are accepted in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Charles F. Tontar

February 25, 2019

Committee on General Government

- **COMM109_01_28_19** 2019 Election Calendar

Gen
Govt

**CITY OF NEWBURYPORT
2019 ELECTION CALENDAR**

1. Monday, July 29, 2019 at 5:00 p.m.– Last day and hour to obtain nomination papers (**MGL Ch53,Section 9A**).
2. *Tuesday, July 30, 2019 at 5:00 p.m. – Last day and hour to submit nomination papers to the Board of Registrars of Voters for certification of signatures (**M.G.L.Ch.53Section 7A**).
3. Friday August 09, 2019 at 10:00 a.m. – Drawing by lot, of positions on ballot for **Preliminary Election of September 17, 2019** in Council Chamber
4. Tuesday, August 13, 2019 at 5:00 p.m. –Last day and hour to submit nomination papers certified by Board of Registrars to City Clerk (**M.G.L.Ch.53,Section 10**).
5. Thursday, August 15, 2019 at 5:00 p.m. – Last day and hour to file withdrawals of/or objections to nomination papers with the City Clerk. (**M.G.L. Ch. 55B, Section 7**).
6. Wednesday, August 28, 2019 at 8:00 p.m. – Last day and hour to register voters for **Preliminary Election (M.G.L. Ch. 51, Sections 26, 28)**.
7. **Tuesday, September 17, 2019 – Preliminary Election** (if necessary) – (**M.G.L. Ch. 54, Section 103P**)
8. Monday, ,September 23, 2019 at 5:00 p.m. – Last day and hour to file recount petition with City Clerk for **Preliminary Election (M.G.L.Ch.54, Section 135)**.
9. Friday, Sept. 27,2019 at 10:00 a.m. – Drawing by lot, of positions on ballot for **Municipal Election of November 5, 2019** in Council Chamber
10. Wednesday, October 16, 2019 at 8:00 p.m. – Last day and hour to register voters for **Biennial Municipal Election (M.G.L. Ch.51 Sections 26, 28)**.
11. Tuesday, October 29, 2019 – Last day to post warrant (**MGL Ch.54 Sec. 64**)
12. **Tuesday, November 5, 2019 – Biennial Municipal Election**
13. Friday, November 15, 2019 at 5:00 p.m. – Last day and hour to file recount petition with City Clerk (**M.G.L. Ch. 54, Section 135**).

*Board of Registrars need not certify more names than required plus 20%.
Certified signatures of at least fifty (50) voters are the minimum necessary for placement on the preliminary ballot (M.G.L. Ch. 43, Section 44C).

February 25, 2019
Committee Items-License & Permits

- **COMM100_12_10_18** 2019 Class II Vehicle License – RL Currie Corp.
-
- **COMM110_02_11_19** Port Taxi - Application by Harold Congdon for 2019

THE COMMONWEALTH OF MASSACHUSETTS

_____ OF _____

RECEIVED
CLERK'S OFFICE
NEWBURYPORT, MA
LH

2019 DEC -3 PM 1:19

**APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF**

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a SECOND class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? R L Currie Corp.

Business address of concern. No. 6 New Pasture Rd St.,
Newburyport City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? CORPORATION

3. If an individual, state full name and residential address. N/A

4. If a co-partnership, state full names and residential addresses of the persons composing it. N/A

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President RANDY L Currie III Georgetown Rd West Newbury Ma.

Secretary ''

Treasurer ''

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

5 ACRES +/- INCLUDING A 10,000 +/- SQ FT CONCRETE BLOCK BUILDING - HOUSING REPAIR FACILITIES AS WELL AS OFFICES

8. Are you a recognized agent of a motor vehicle manufacturer?

NO

(Yes or No)

If so, state name of manufacturer _____

9. Have you a signed contract as required by Section 58, Class 1?

NO

(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

YES

(Yes or No)

If so, in what city — town _____

NEWBURYPORT

Did you receive a license?

YES

(Yes or No)

For what year? 2005 - 2018 +/-

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof

ever been suspended or revoked?

NO

(Yes or No)

Sign your name in full _____

Jandy L. Curve

(Duly authorized to represent the concern herein mentioned)

Residence 111 GEORGETOWN RD

WEST NEWBURY MA 01985

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



Boston
20 Riverside Road
Mail Stop 03AN
Weston, Massachusetts 02493-2281
+1 (800) 647-1113 Fax: +1 (866) 547-4882

Continuation Certificate

To be attached to and form a part of surety bond number LSF006317 (the "Bond"), cross reference bond number 5010479 for Used Dealers and Salesmen dated the 25th day of October, 2007, in the penal sum of 25,000 USD issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of RL Currie Corp as principal (the "Principal"), in favor of CITY OF NEWBURYPORT, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 25th day of October, 2019, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 27th day of July, 2018.

The Ohio Casualty Insurance Company
(Surety)

By: Timothy A. Mikolajewski
Timothy A. Mikolajewski, Assistant Secretary



Compass
auto works

6 New Pasture Road,
Newburyport, MA 01950
978-465-3360

- Oil Changes - Brakes - Exhaust
- Shocks - Struts
- Air Conditioning
- Electrical - Diagnostics
- State Inspections
- Complete Car Care



MASSACHUSETTS



Cleaner Air • Safer Roads

RL Currie
Corporation

Randy L. Currie
randy@compassautoworks.com

978-465-3360 office
978-375-3856 cell
978-465-8927 fax

LTP



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2019 JAN 31 PM 12:21

**CITY OF NEWBURYPORT
VEHICLES FOR HIRE
BUSINESS OWNERS'S APPLICATION**

Please Type or Print Clearly

APPLICANT INFORMATION:

Name of Applicant: Last: CONSDAN First: HAROLD Middle Initial: A
Address: 52 ELM ST City: SALISBURY State: MA Zip: 01952
Phone Number: (978) 465 2333 Message or work phone: (978) 265 5862
Driver's License Number: S18617747 State: MASS Expiration Date: 2020
Social Security Number: 023-368262

BUSINESS INFORMATION:

Business Name: POST TAXI INC Business Phone Number: (978) 465 2333
Business Address: 52 ELM ST City: SALISBURY State: MA Zip: 01952
Business Mailing Address: _____ City: _____ State: _____ Zip: _____
Number of vehicles to be operated under this permit: 3

FOR EACH VEHICLE, PLEASE LIST

Reg. # ^{TA} 24223 Expires: 11/19 Year: 2005 Make: Dodge Model: CARAVAN
Reg. # ^{TA} 24201 Expires: 11/19 Year: 2002 Make: Dodge Model: CARAVAN
Reg. # ^{TA} 24208 Expires: 11/19 Year: 2007 Make: Dodge Model: CARAVAN
Reg. # _____ Expires: _____ Year: _____ Make: _____ Model: _____
Reg. # _____ Expires: _____ Year: _____ Make: _____ Model: _____
Reg. # _____ Expires: _____ Year: _____ Make: _____ Model: _____

VEHICLE REGISTRATION INFORMATION:

Proof of evidence of legal and registered ownership of the vehicle(s) to be used by the applicant must be provided. Attach one (1) copy of each to this application.

INSURANCE INFORMATION:

Must provide proof of personal injury and property damage liability insurance coverage for each permitted taxi for the full time period of the permit, The personal injury coverage shall no be less than one hundred thousand dollars (\$100,000) for injury to one person with a total coverage of not less than three hundred thousand dollars (\$300,000) for each accident. The property damage coverage shall be not less than fifty thousand dollars (\$50,000) per occurrence. Attach one (1) copy to this application.

I, the undersigned, hereby declare that I have carefully read the Ordinance relating to this business; that I understand it thoroughly and will carry out every provision thereof; that to the best of my knowledge, I have complied with the regulations as outlined. I further state that the statements and answers contained in this application are true to the best of my knowledge and belief, knowing that false statement will be sufficient cause for denial or revocation of said license.

Harold Anger
(Signature of Applicant)

Date: 1/23/19

Official Use Only

Office of the City Clerk

Initial Application Fee \$ _____ Date Received _____ By _____

Date sent to Police Department _____ New Renewal

Police Department Use Only

Inspection Recommendation for each Vehicle

Cab # 1 License Plate#: _____ VIN# 12W080403 Approved Denied

Comments: _____

Cab # _____ License Plate#: _____ VIN# _____ Approved Denied

Comments: _____

Cab# _____ License Plate#: _____ VIN# _____ Approved Denied

Comments: _____

Cab# _____ License Plate#: _____ VIN# _____ Approved Denied

Comments: _____


Cab # _____ License Plate#: _____ VIN# _____ Approved Denied

Comments: _____

CERTIFICATE OF REGISTRATION

RMV Division

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

PLATE TYPE TAN	REGISTRATION NUMBER TA24225	REGISTRATION TYPE TAXI	EFFECTIVE DATE 12/01/18	EXPIRES LAST DAY OF →	MONTH 11	YEAR 19	TRANSACTION NUMBER 02833101293074										
MFRS MODEL YEAR 2005	MAKE DODG	MODEL CARAVA	BODY STYLE/TYPE VAN	COLOR GREEN	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED										
VEHICLE IDENTIFICATION NUMBER 1D4GP24R95B172492		INSURANCE COMPANY PILGRIM INSURANCE		TITLE NUMBER BR182271	REGISTRAR <i>Chas C. Dwyer</i>		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER										
RESIDENTIAL ADDRESS (IF DIFFERENT):					FEEES												
NAME(S) OF OWNER(S) AND MAILING ADDRESS  019159 *****AUTO**5-DIGIT 01950 PORT TAXI INC 52 ELM ST SALISBURY MA 01952-1933					<table border="0"> <tr> <td>REGISTRATION</td> <td>60.00</td> </tr> <tr> <td>TITLE</td> <td>0.00</td> </tr> <tr> <td>SPECIAL PLATES</td> <td>0.00</td> </tr> <tr> <td>SALES TAX</td> <td>0.00</td> </tr> <tr> <td>TOTAL</td> <td>60.00</td> </tr> </table>			REGISTRATION	60.00	TITLE	0.00	SPECIAL PLATES	0.00	SALES TAX	0.00	TOTAL	60.00
REGISTRATION	60.00																
TITLE	0.00																
SPECIAL PLATES	0.00																
SALES TAX	0.00																
TOTAL	60.00																
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.																	

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE
---	--

Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.mass.gov/rmv. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- Cancel the registration plates if:
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the Bill of Sale, Title, and completed Reassignment of Title for your records to document the transfer.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.
- **No Insurance Card Required:** Massachusetts's law does not require an Insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle insurance policy or bond for bodily injury coverage and property damage insurance. An insurer is required by law to electronically notify the RMV if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- **Transferring Your Plates:** Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration section on the RMV's website at www.mass.gov/rmv for more information.

PLATE DECAL APPLICATION INSTRUCTIONS

1. Gently peel the decal from the form.
2. Place the decal on the rear plate in the top right corner next to the word Massachusetts.
3. Firmly rub the decal to adhere it to the plate.

For best results, bring decal to room temperature before affixing to the plate.

The best way to renew your registration is online at
www.mass.gov/rmv

190658632

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

PLATE TYPE TAN	REGISTRATION NUMBER TA24201	REGISTRATION TYPE TAXI	EFFECTIVE DATE 12/01/18	EXPIRES LAST DAY OF →	MONTH 11	YEAR 19	TRANSACTION NUMBER 02833101293086
MFRS MODEL YEAR 2002	MAKE DODG	MODEL CARAVA	BODY STYLE/TYPE VAN	COLOR WHITE	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.
VEHICLE IDENTIFICATION NUMBER 1B4GP44352B602998		INSURANCE COMPANY PILGRIM INSURANCE		TITLE NUMBER BT233328	REGISTRAR <i>Chew C. Dwyer</i>		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.
RESIDENTIAL ADDRESS (IF DIFFERENT):							
NAME(S) OF OWNER(S) AND MAILING ADDRESS 019160 *****AUTO**5-DIGIT 01950 PORT TAXI INC 52 ELM ST SALISBURY MA 01952-1933					FEES REGISTRATION 60.00 TITLE 0.00 SPECIAL PLATES 0.00 SALES TAX 0.00 TOTAL 60.00		
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.							

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE
--	--

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- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
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- Cancel the registration plates if:
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the Bill of Sale, Title, and completed Reassignment of Title for your records to document the transfer.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.
- No Insurance Card Required: Massachusetts's law does not require an Insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle insurance policy or bond for bodily injury coverage and property damage insurance. An insurer is required by law to electronically notify the RMV if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration section on the RMV's website at www.mass.gov/rmv for more information.



190658633

PLATE DECAL APPLICATION INSTRUCTIONS

1. Gently peel the decal from the form.
2. Place the decal on the rear plate in the top right corner next to the word Massachusetts.
3. Firmly rub the decal to adhere it to the plate.

For best results, bring decal to room temperature before affixing to the plate.

The best way to renew your registration is online at
www.mass.gov/rmv



CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

8

PLATE TYPE TAN	REGISTRATION NUMBER TA24208	REGISTRATION TYPE TAXI	EFFECTIVE DATE 01/30/19	EXPIRES LAST DAY OF →	MONTH 11	YEAR 19	TRANSACTION NUMBER 01903069100102											
MFRS MODEL YEAR 2007	MAKE DODG	MODEL CARAVA	BODY STYLE/TYPE VAN	COLOR BLACK WHITE	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS	TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.										
VEHICLE IDENTIFICATION NUMBER 1D4GP25R17B228720		INSURANCE COMPANY PILGRIM INSURANCE		TITLE NUMBER	REGISTRAR <i>Chas C. Durmy</i>		FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.											
RESIDENTIAL ADDRESS (IF DIFFERENT)																		
NAME(S) OF OWNER(S) AND MAILING ADDRESS PORT TAXI INC 52 ELM ST SALISBURY, MA 01952-1933					FEES													
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">REGISTRATION</td> <td style="text-align: right;">25.00</td> </tr> <tr> <td style="text-align: right;">TITLE</td> <td style="text-align: right;">75.00</td> </tr> <tr> <td style="text-align: right;">SPECIAL PLATES</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">SALES TAX</td> <td style="text-align: right;">12.50</td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">112.50</td> </tr> </table>				REGISTRATION	25.00	TITLE	75.00	SPECIAL PLATES	0.00	SALES TAX	12.50	TOTAL	112.50
REGISTRATION	25.00																	
TITLE	75.00																	
SPECIAL PLATES	0.00																	
SALES TAX	12.50																	
TOTAL	112.50																	
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.																		

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS _____ _____ CITY, STATE, ZIP CODE _____
--	---

Important Information for Vehicle Owners

- | | |
|---|--|
| <ul style="list-style-type: none"> • Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place. • By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.mass.gov/rmv or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above. | <ul style="list-style-type: none"> • Return the registration plates to the RMV immediately if: <ul style="list-style-type: none"> - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the <i>Bill of Sale, Title</i>, and completed <i>Reassignment of Title</i> for your records to document the transfer. - You move to another state and you register the vehicle in that state. - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy. |
|---|--|

Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer **valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer** while you obtain insurance and a new registration. **All** of the following must be met: **1.** You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate*; **2.** You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); **3.** The newly acquired vehicle is of the **same vehicle type** (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the **same registration type** (passenger to passenger, commercial to commercial); and has the **same number of wheels**; and, **4.** The **seller and buyer** properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If **all** of the above are met, you may operate the newly acquired vehicle with the transferred plates **up to 5:00 pm of the 7th calendar day** following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you **must** carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle **and** this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at www.mass.gov/rmv.

No Insurance Card Required: Massachusetts's law does **not** require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

Be first in line by going online at www.mass.gov/rmv

Schedule a Road Test
Renew Your Driver's License

Request a Duplicate Title
Request a Duplicate Registration

NEED TO VISIT AN RMV OFFICE?



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lighthouse Insurance Agency, Ltd 470 West Broadway South Boston MA 02127		CONTACT NAME: PHONE (A/C, No, Ext): (617) 464-3777 E-MAIL ADDRESS: FAX (A/C, No): (617) 464-3888	
INSURED Port Taxi Inc 52 Elm St Salisbury MA 01952		INSURER(S) AFFORDING COVERAGE INSURER A: Pilgrim Insurance	NAIC # 21750
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1912937243

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

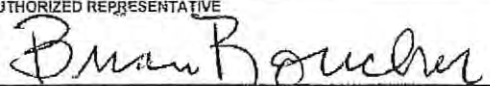
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	TXC00001005801	05/10/2018	05/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 50,000 Uninsured/Underinsured \$ 20,000/40,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]

Certificate is provided to Holder as proof of active coverage for above Named Insured. Certificate Holder is also Additional Insured.

2006 Dodge Caravan 1D4GP24R95B172492 TA24225
 2002 Dodge Caravan 1B4GP44352B602998 TA24201
 2003 Dodge Grand Caravan 1D4GP24343B197678 TA24208

CERTIFICATE HOLDER**CANCELLATION**

City of Newburyport 60 Pleasant Street Newburyport MA 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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February 25, 2019
Committee Items-
Planning & Development

- ORDR087_02_11_19 Preservation Restriction Agreement – 28-30 Pleasant Street
- COMM115_02_11_19 Conservation Restriction - 3 & 5 Collins Farm Road

ph

~~CITY OF NEWBURYPORT~~



IN CITY COUNCIL

ORDERED:

February 11, 2019

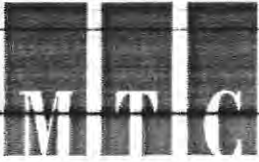
Be it ordained by the City Council of the City of Newburyport as follows:

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and The First Religious Unitarian Universalist [Church], for the property located at 28-30 Pleasant Street (a.k.a. 26 Pleasant Street); and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councillor Jared J. Eigerman

*Photos on file in the City Clerk's Office.



Mead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950

Phone 978.463.7700
Fax 978.463.7747

www.mtclawyers.com

IN HAND
Andy Port
Planning Director
City of Newburyport
60 Pleasant Street
Newburyport MA 01950

RE: Original Preservation Restriction for the First Religious Society

Dear Andy;

Reference is made to the above captioned matter. In that connection, I have enclosed the Original Preservation Restriction as executed by the land owner and the Historic Commission. Please commence the process for the City Council and the Mayor to execute this document. Once that is completed I will forward same to the Massachusetts Historical Society for their signature.

Thank you in advance for your assistance in this matter.

Regards,

A handwritten signature in black ink, appearing to read 'Lisa L. Mead', written over a horizontal line.

Lisa L. Mead

cc: Client

Millis Office

730 Main Street, Suite 1F
Millis, MA 02054

Phone 508.376.8400

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 ___ day of _____ 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-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 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

Arthur C. Boushew
By: PARISH BOARD CHAIRPERSON
Its: ~~President~~

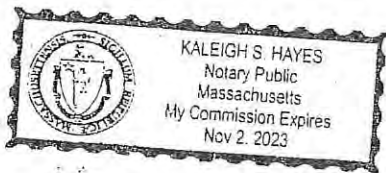
Richard E. Johnson
By:
Its: Treasurer

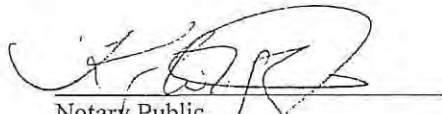
Duly authorized by a vote of the Board on December 12, 2018.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

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

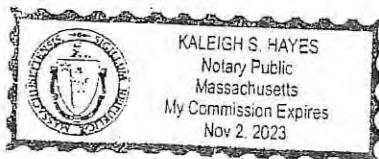




Notary Public
My Commission Expires: 11/2/2023

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

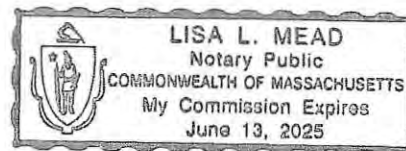
COMMONWEALTH OF MASSACHUSETTS

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 _____, 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 ____ day of _____, 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 ____ day of _____, 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.

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
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2018, 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.

Notary Public
My Commission Expires:

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:

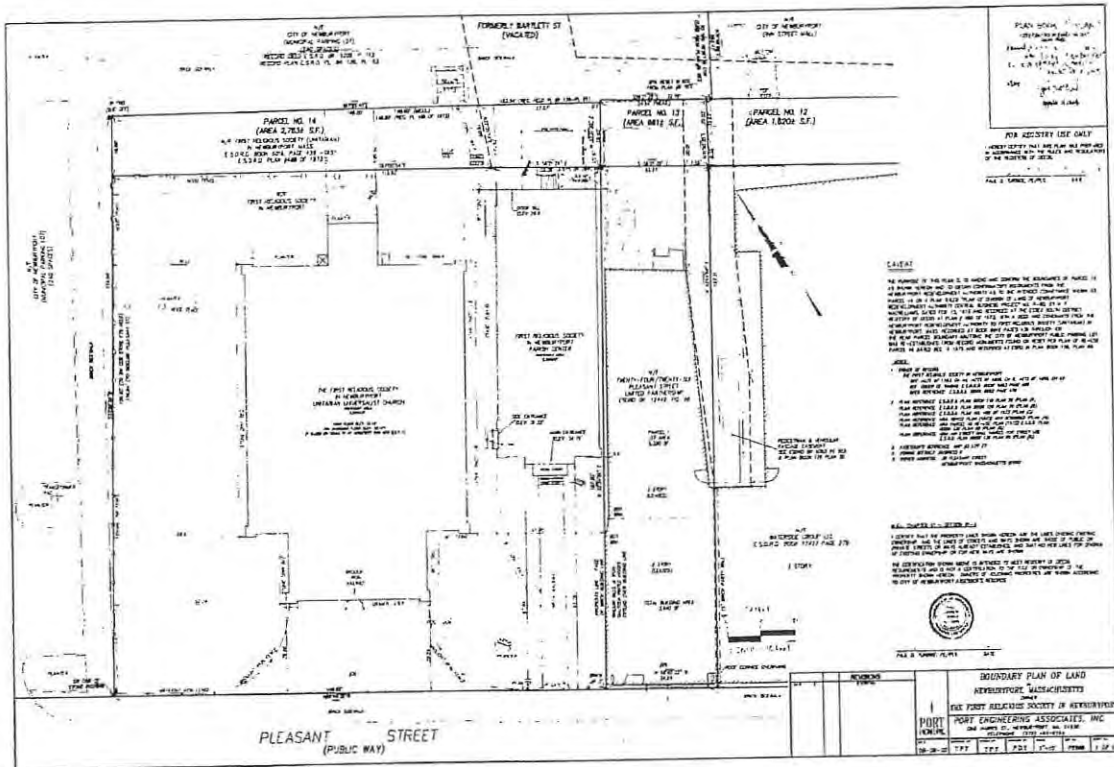
Beginning at the southwesterly corner thereof at a point that is N 33 degrees 52 feet 20 inches E, 56.50 inches from the southwesterly corner of a stone footing for a fence post near Pleasant Street, thence bounded:

- | | |
|---------------|---|
| 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**;

EXHIBIT A-1



LYNCH, DESIMONE & NYLEN, LLP

ATTORNEYS AT LAW

10 POST OFFICE SQUARE, SUITE 970N
BOSTON, MASSACHUSETTS 02109

Telephone: (617) 348-4500

Facsimile: (617) 348-4545

Email: RNylen@ldnllp.comJOHN M. LYNCH, P.C.
ERNEST P. DESIMONE
RICHARD A. NYLEN, JR.
STEPHEN W. DECOURCEY
SHANNON MICHAUD

January 22, 2019

OF COUNSEL

JAMES W. MURPHY
WAYNE H. SCOTTVia Email & Federal ExpressBarry N. Connell, President, Council At-Large
Newburyport City Council
60 Pleasant Street
P.O. Box 550
Newburyport, MA 01950**Re: Japonica, LLC: 3 & 5 Collins Farm Road, Newburyport, MA;
Execution of Conservation Restriction**

Dear President Connell and Members of the Newburyport City Council:

On behalf of Howard and Dorothy Fairweather of 4 Parsons Street, Newburyport, MA, I am hereby requesting that the City Council execute the attached original Conservation Restriction to be placed on 3.25 acres of Property at 3 & 5 Collins Farm Road in Newburyport. The Property is located on the bank of the Merrimac River. I have also attached a copy, so that the original can be set aside.

Mr. and Mrs. Fairweather purchased a large 4.2-acre lot off Collins Farm Road several years ago. In connection with constructing a single-family house on the lot, the Fairweathers agreed to restrict the lot to only one single-family house and to place the remaining 3.25 acres of the 4.2 acres into a permanent Conservation Restriction. According to the Restriction, further subdivision or construction of other structures on the restricted parcel is prohibited. The Restriction was drafted and shared with the Newburyport Conservation Commission, MassDEP and the Executive Office of Energy and Environmental Affairs. The Conservation Restriction follows a template drafted by the Commonwealth to encourage enforceable restrictions to provide additional open space and wildlife habitat. As a result of this restriction, the 3.5-acre wooded area and meadow will remain in a natural condition with no other housing. A copy of the restriction plan is attached to the Restriction.

As the Council may be aware, in order for the Conservation Restriction to be recorded and be in existence in perpetuity, it must go through a lengthy approval process, starting with the owner's signature, then signatures by the Conservation Commission, and the City Council, as well as a final signature by the Secretary of Energy and Environmental Affairs (EOEEA) before being recorded at the Registry of Deeds. The Conservation Restriction was developed over the past

January 22, 2019

2 | Page

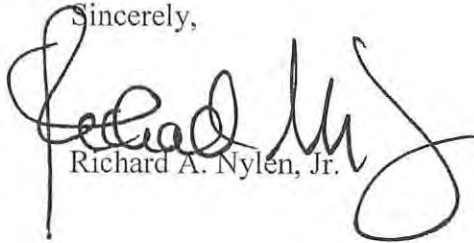
months with the Division of Conservation Services within EOEEA and the Newburyport Conservation Commission. The Conservation Commission agreed to act as the Grantee holding the restriction and the grantor/owner will make a payment of \$1500 per year into a fund to provide the Commission with monies for maintenance and enforcement, if necessary.

We respectfully request that you place this item on the Council's agenda. We will be pleased to appear before the Council to explain the Restriction in order to secure the Council's signature. The Restriction was executed by the owners and by the Newburyport Conservation Commission this month prior to the Council's signature, and the Conservation Commission is supportive of the Restriction.

As noted, I am attaching the original.

We look forward to continuing to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard A. Nylén, Jr.", written in a cursive style.

Richard A. Nylén, Jr.

RAN/kad
Enclosure

cc: Howard H. Fairweather, Manager/Japonica, LLC
Newburyport Conservation Commission
Mr. Michael Juliano

ORIGINAL
For Signature

GRANTOR: Howard H. Fairweather, of 4 Parsons Street, Newburyport, MA 01950, acting as Manager of Japonica LLC

GRANTEE: City of Newburyport

ADDRESS OF

RESTRICTED PREMISES: 3 and 5 Collins Farm Road, Newburyport, MA 01950

FOR GRANTOR'S TITLE SEE: Southern Essex District Registry of Deeds at Book 35080 at Page 601

CONSERVATION RESTRICTION

Howard H. Fairweather, of 4 Parsons Street, Newburyport, Massachusetts 01950, acting as Manager of Japonica LLC, being the owner, constituting all of the owner(s), for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to the City of Newburyport, a municipal corporation acting by and through its Conservation Commission with an address of 60 Pleasant Street, Newburyport, Massachusetts 01950, by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on the entirety of a 3.27-acre parcel of land in Newburyport, Massachusetts ("Restricted Premises"), which Restricted Premises is more particularly described in Exhibit A and shown on the reduced copy of a plan attached hereto in Exhibit B entitled: "Conservation Restriction Plan, prepared by Eaglebrook Engineering and Survey, LLC dated December 1, 2017, recorded herewith in the Southern Essex District Registry of Deeds at Plan Book _____ as Plan _____ (the "Plan"), both of which are attached hereto and incorporated herein.

This Conservation Restriction shall apply exclusively to the Restricted Premises and not to the remaining unrestricted portion of the Grantor's property abutting the Restricted Premises.

For Grantor's title to said land, see deed dated July 13, 2016, recorded in the Southern Essex District Registry of Deeds in Book 35080, Page 601.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be retained and maintained in perpetuity for conservation purposes, in their natural, scenic, open and undeveloped condition, and to prevent any use of the Restricted Premises that will materially impair or interfere with its conservation and preservation values (“conservation values”).

This Conservation Restriction is required by a Wetlands Order of Conditions (the “Order”) pursuant to Section 40 of Chapter 131 of the Massachusetts General Laws, which Order is filed under Massachusetts Department of Environmental Protection (MassDEP) File #051-0968, and recorded in the Essex South Registry of Deeds at Book 35941 Page 490.

The Conservation Values Include The Following:

- **Open Space Preservation.** The Restricted Premises contribute to the protection of the scenic and natural character of Newburyport and the Merrimack River and the protection of the Restricted Premises will enhance the open-space value of these and nearby lands.
- **Flood Plain Protection.** A portion of the Restricted Premises lies within an area designated by the Federal Emergency Management Agency as having a 1% annual chance of flooding. The protection of this flood plain will ensure the continued availability of flood storage during major storm events.
- **Scenic Protection.** The Restricted Premises are located along the Merrimack River and contribute to the scenic and cultural landscape, and the Restricted Premises are important for its natural and scenic features.
- **Protection of Wildlife Habitat.** A portion of the Premises is located within an area designated as “Priority Habitat for Rare Species”, “Core Habitat for Aquatic Core”, and “Core Habitat Priority Natural Communities”, and as “Critical Natural Landscape” for its “Coastal Adaptation” and “Upland Buffer of Wetland Core” areas, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. The Premises contains approximately 2 acres of wooded riverfront area and salt marsh buffer zone.
- **Water Quality Protection.** The Premises includes frontage along the Merrimack River and also abuts a significant salt marsh, and the protection of these areas on the Premises will buffer and limit the input to the Merrimack River and salt marsh of pollutants and other nutrients and runoff from developed areas on and off the Premises.

- Wetlands. The Premises contains salt marsh wetlands as delineated by the US Fish and Wildlife Service's National Wetlands Inventory, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow other to perform the following acts and uses which are prohibited on, above, and below the Restricted Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Restricted Premises;
- (2) Mining, excavating, dredging or removing from the Restricted Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Restricted Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;
- (7) Subdivision or conveyance of a part or portion of the Restricted Premises alone, or division or subdivision of the Restricted Premises (as compared to conveyance of the Restricted Premises in its entirety which shall be permitted), and no portion of the Restricted Premises may be used towards building or development requirements on this or any other parcel;

- (8) The use of the Restricted Premises for more than *de minimis* commercial recreation, business, residential or industrial use;
- (9) Any other use of the Restricted Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Restricted Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (2) Vegetation Management. In accordance with generally accepted forest management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Restricted Premises, including vistas, walking areas and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Restricted Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values or the purposes (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (5) Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

- (6) Archaeological Investigations. The conduct of archaeological activities, including without limitation, survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission, or appropriate successor official.
- (7) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Restricted Premises, and the protected conservation values;
- (8) Outdoor Passive Recreational Activities. Walking, fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for recreational activities;

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing, by a method requiring proof of receipt, not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Restricted Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to

resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability.

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Restricted Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Baseline Documentation.

In order to (a) establish the present condition of the Restricted Premises and the Conservation Values thereon which are protected by this Conservation Restriction and (b) enable the Grantee to monitor future uses of the Restricted Premises and (c) assure compliance with the terms hereof, the Grantor and Grantee agree and acknowledge that the natural characteristics, ecological features and physical and man-made conditions of the Restricted Premises as of the recording of this Conservation Restriction will be documented in an inventory (including reports, maps, photographs and other documentation) of the relevant features and conditions of the Restricted Premises (the "Baseline Documentation Report") and that said Baseline Documentation Report is an accurate representation of the present condition of the Restricted Premises. Grantor and Grantee agree that the conditions of the Restricted Premises could change as a result of natural processes or through Grantor's exercising rights reserved in II.B of this Conservation Restriction, and further agree that such changes may be reflected in updates to the Baseline Documentation Report as agreed to by both the Grantor and Grantee. Grantee may use the Baseline Documentation Report in enforcing provisions of this Conservation Restriction, but Grantee is not limited to the use of the Baseline Documentation Report to show a change of conditions. Verified originals of the Baseline Documentation Report will be deposited with the Grantor and in the permanent records of the Grantee. If the originals of said Baseline Documentation Report are subsequently destroyed by casualty or other circumstance, other

evidence may be offered by the parties to establish the condition of the property as of the date this Conservation Restriction is recorded. The Baseline Documentation Report is hereby incorporated into this Conservation Restriction by reference as if stated and included herein.

E. Acts Beyond the Grantor's Control.

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Restricted Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Restricted Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Restricted Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Restricted Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Restricted Premises for the purpose of taking any and all actions with respect to the Restricted Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds.

Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction as entitled under the Internal Revenue Service Code, determined at the time of the gift, bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any

proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements

C. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Restricted Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden.

The burdens of this Conservation Restriction shall run with the Restricted Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Restricted Premises.

B. Execution of Instruments.

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees themselves to execute any such instruments upon request.

C. Running of the Benefit.

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is ~~a Donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the~~ General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Restricted Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Restricted Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Restricted Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Restricted Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the

Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex South District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Essex South District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Howard H. Fairweather, Manager
Japonica, LLC
4 Parsons Street
Newburyport, MA 01950

To Grantee: City of Newburyport Conservation Commission
60 Pleasant Street
Newburyport, MA 01950

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law.

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any

interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability.

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

E. Compensation for Monitoring.

The Grantor shall make an annual payment of \$1,500 to Grantee to be used to monitor the Restriction and effect its purposes. Said payment shall be made on or before November 1 each year by Grantor; all shall be placed in a dedicated account by Grantee, which account shall not be used for purposes other than to monitor the Restriction and effect its purposes; including but not limited to enforcement.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Homestead.

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Restricted Premises affected by this Conservation Restriction, and hereby agrees to record herewith a subordination and release of such rights as they may affect the Restricted Premises. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

C. Subordination.

The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by the City of Newburyport City Council

Approval by City of Newburyport Conservation Commission

Approval by Mayor

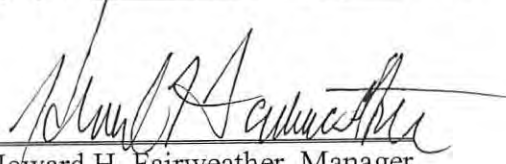
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Description of the Premises

Exhibit B: Reduced Copy of Plan of the Premises

WITNESS my hand and seal this 20th day of November, 2018

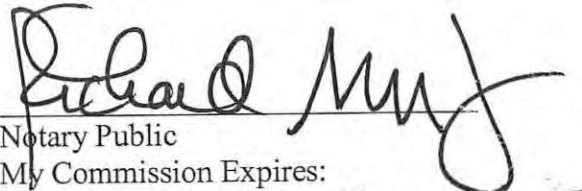


Howard H. Fairweather, Manager
Japonica, LLC
For due authority, see Southern Essex Registry of
Deeds Book _____ Page _____

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. _____

On this 20th day of November 2018, before me, the undersigned notary public, personally Howard H. Fairweather, Manager of Japonica, LLC, and proved to me through satisfactory evidence of identification which was personal knowledge; hence to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



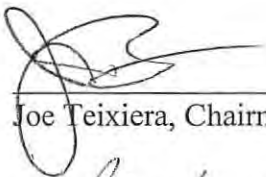
Notary Public
My Commission Expires:

4.4.2025

**ACCEPTANCE OF GRANT BY CITY OF NEWBURYPORT
CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the City of Newburyport, Massachusetts, hereby certify that at a public meeting duly held on January 15, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C).

NEWBURYPORT CONSERVATION COMMISSION:



Joe Teixeira, Chairman



Doug Muir, Member



Stephen Moore, Vice-Chairman

Dan Warchol, Member



Paul Healy, Member



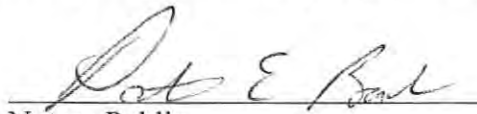
David Vine, Member

Dan Bourdeau, Member

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 15th day of January, 2019, before me, the undersigned notary public, personally appeared Joe Teixeira, Stephen Moore, Paul Healy, Doug Muir, ~~Dan Warchol~~, David Vine and ~~Dan Bourdeau~~, and proved to me through satisfactory evidence of identification which was known to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires:



PATRICIA E. BARKER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 8, 2025

APPROVAL OF CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of Newburyport hereby certify that at a public meeting duly held on _____, 2019, the City Council voted to approve the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, to the City of Newburyport acting by and through its Conservation Commission pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

CITY COUNCIL

Sharif I. Zeid

Barry N. Connell

Jared J. Eigerman

Joseph H. Devlin

Heather L. Shand

Gregory D. Earls

Charles F. Tontar

Afroz Khan

Larry G. Giunta, Jr.

Bruce L. Vogel

Thomas F. O'Brien

COMMONWEALTH OF MASSACHUSETTS

_____ ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, Sharif I. Zeid, Jared J. Eigerman, Heather L. Shand, Charles F. Tontar, Larry G. Giunta, Jr., Thomas F. O'Brien, Barry N. Connell, Joseph H. Devlin, Gregory D. Earls, Afroz Khan and Bruce L. Vogel and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF MAYOR OF NEWBURYPORT

The undersigned, the Mayor of the City of Newburyport, hereby certifies that the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, to the City of Newburyport acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

Donna D. Holaday
Mayor, the City of Newburyport

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared the Honorable Mayor, Donna D. Holaday, and proved to me through satisfactory evidence of identification which was _____ 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.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, to the City of Newburyport acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ 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.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, to the City of Newburyport acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 201_

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this ___ day of _____, 201_, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ 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.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Restricted Premises

3-5 COLLINS FARM ROAD, NEWBURYPORT, MA

Beginning at a point on the westerly sideline of Collins Farm Road at the southeasterly corner of Lot 69-5-A (Lot 3) thence;

- | | |
|---------------|--|
| N61°-41'-21"W | a distance of one hundred sixty-seven and eighty-five hundredths (167.85') feet along the property of William Michael Jacobs to a point, thence |
| N81°-18'-19"W | a distance of one hundred sixty-two and twenty-four hundredths (162.24') feet along the property of William Michael Jacobs to a point, thence |
| N19°-49'-55"E | a distance of seventy six and no hundredths (76.00') feet along the property of Patricia Chase to a point, thence |
| N35°-05'-22"W | a distance of one hundred and no hundredths (100.00') feet along the property of Patricia Chase to a point, thence |
| N58°-03'-09"W | a distance of sixty-two and no hundredths (62.00') feet along the property of Patricia Chase to a point on a stone wall, thence |
| Northerly | a distance of two hundred six (206') feet more or less, along the center of a stone wall and stream, along the property of David & Karen Hamel and the property of Christopher & Suzanne Rains to a point to the center of a creek, thence |
| Easterly | a distance of four hundred ninety (490') feet, more or less, along the center of the creek, along the property of Christopher & Suzanne Rains, to a point, thence |
| S10°-42'-53"E | a distance of one hundred twenty-eight (128') feet, more or less, along the property of Charles LaGasse, Jr to a point, thence |
| N89°-19'-29"W | a distance of ninety-seven and sixty-eight hundredths (97.68') feet along property of Japonica, LLC to a point, thence |
| S83°-15'-52"W | a distance of fifty-five and sixty hundredths (55.60') feet along the property of Japonica, LLC to a point, thence |
| S01°-38'-51"W | a distance of ninety-five and forty-five hundredths (95.45') feet along the property of Japonica, LLC to a point, thence |

- S89°-50'-12"E a distance of seventeen and thirty-two hundreds (17.32') feet along the property of Japonica, LLC to a point, thence
- S37°-33'-10"W a distance of fifty-two and seventy-one hundreds (52.71') feet along the property of Japonica, LLC to a point, thence
- S52°-17'-43"E a distance of thirty-seven and thirty-six hundreds (37.36') feet along the property of Japonica, LLC to a point, thence
- N37°-42'-17"E a distance of thirty-one and twenty hundreds (31.20') feet along the property of Japonica, LLC to a point, thence
- N52°-06'-51"W a distance of twenty-five and forty-four hundreds (25.44') feet along the property of Japonica, LLC to a point, thence
- N37°-33'-10"E a distance of thirty and thirty hundreds (30.30') feet along the property of Japonica, LLC to a point, thence
- N89°-19'-03"E a distance of twenty-three and thirty-six hundreds (23.36') feet along the property of Japonica, LLC to a point, thence
- S12°-27'-07"E a distance of forty-three and no hundreds (43.00') feet along the property of Japonica, LLC to a point, thence
- S26°-24'-34"E a distance of ninety-five and no hundreds (95.00') feet along the property of Japonica, LLC to a point, thence
- S08°-33'-21"W a distance of ninety and sixty-seven hundreds (90.67') feet along the property of Japonica, LLC to a point, thence
- S75°-18'-13"E a distance of twenty and no hundreds (20.00') feet along the property of Japonica, LLC to a point on the sideline of Collins Farm Road, thence
- S00°-55'-56"E a distance of one hundred seventeen and thirty-nine hundreds (117.39') feet along the sideline of Collins Farm Road to the point of beginning.

The area of the conservation restriction area is 142,350 square feet (3.27 acres) more or less and is also shown on the reduced copy of the recorded plan in Exhibit B as the Conservation Restriction Area.

EXHIBIT B

Conservation Restriction Plan

