

LAW OFFICES OF

**JEFFREY L. ROELOFS, P.C.**

ENVIRONMENTAL AND LAND USE LAW

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August 27, 2023

**BY EMAIL**Newburyport City Council  
c/o Richard Jones, City Clerk  
60 Pleasant Street  
Newburyport, MA 01950RE: **STATUS REPORT**  
107 State Street

Dear City Councilors:

I write on behalf of Global Companies, LLC (“Global”), the owner of the property at 107 State Street (“Property”), to provide an update as to Global’s efforts (1) to secure a deed modification from ExxonMobil that would allow the redevelopment of the Property for residential use, and (2) to sell the Property.

Regarding the deed modification, I am pleased to report that Global was successful in acquiring this from ExxonMobil after completing additional remedial measures at the site – including removal of the fuel dispensers, underground storage tanks and soils beneath the dispensers and accomplishing a “Permanent Solution with No Conditions” under the state’s cleanup program (310 CMR 40.0000 and GL c. 21E)<sup>1</sup> – and after prolonged negotiations with ExxonMobil. A copy of the final “Deed of Modification” is attached (as recorded July 7, 2023 at Book 41652, Page 248).

Regarding Global’s efforts to sell the Property, you will recall that Global had a signed Letter of Intent with a prospective buyer last year, but the prospective buyer ultimately walked away from the transaction this past January. Global relisted the property and has since executed a purchase and sale agreement with a new prospective buyer. The prospective buyer will be responsible for the design and permitting associated with the residential redevelopment of the Property and Global will cooperate with the buyer and City officials with respect to those efforts. Global is hopeful that the transaction will close sometime this year.

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<sup>1</sup> A copy of the closure report was previously provided to City officials and is also available at MassDEP’s website (search for RTN 3-27998): [http://eeaonline.eea.state.ma.us/DEP/wsc\\_viewer/main.aspx](http://eeaonline.eea.state.ma.us/DEP/wsc_viewer/main.aspx)

Please let me know if you have any questions related to these or other issues concerning the Property. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Roelofs', is positioned below the word 'Sincerely,'.

Jeffrey L. Roelofs

Enclosure (Deed of Modification)

cc: Andy Port (by email)  
Jennifer Blanchet (by email)  
Jaclyn Harrison (by email)



107 State Street, Newburyport, MA 01950

**MASSACHUSETTS**

COMMONWEALTH OF MASSACHUSETTS §  
   §          KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ESSEX                                   §

**DEED OF MODIFICATION**

**THIS DEED OF MODIFICATION** (this “**Deed of Modification**”) is made this 5<sup>th</sup> day of January 2023 by **EXXONMOBIL OIL CORPORATION**, a New York corporation, (“**ExxonMobil**”); and **GLOBAL COMPANIES LLC**, a Delaware limited liability company. ExxonMobil and Owner are hereinafter referred to as “**Parties**”.

**WHEREAS**, ExxonMobil (as successor-in-interest to Mobil Oil Corporation, a New York corporation) was the owner of that certain property located at 107 State Street, Newburyport, Massachusetts, described in further detail on **Exhibit A** attached hereto and made a part hereof (the “**Property**”);

**WHEREAS**, pursuant to that certain Deed With Statutory Quitclaim Covenants (the “**Deed**”) dated and recorded on September 8, 2010 in Book 29752 at Page 587, Instrument Number 20100090800443 of the official public records of Essex County, City of Newburyport, Massachusetts (the “**Official Land Records**”), ExxonMobil conveyed the Property to Owner;

**WHEREAS**, during its ownership of the Property, ExxonMobil operated an automobile service station at the Property, and, in connection therewith, stored and dispensed gasoline and other regulated substances at the Property;

**WHEREAS**, within the Deed, ExxonMobil and Owner agreed upon certain Deed Restrictions, the Covenant Against Residential Use, a Repurchase Option, Engineering and Institutional Controls, and a Reservation of Access, as those terms are defined in the Deed, and other conditions, covenants and provisions which run with the land;

**WHEREAS**, Owner does not have a specific development plan in place, but desires to develop (or cause to develop) the Property or a portion thereof for residential use;

**WHEREAS**, Owner has requested, and ExxonMobil has agreed, subject to certain conditions, to modify certain of the restrictions and provisions in the Deed (as so modified, the “**Modified Deed Restrictions**”);

**WHEREAS**, Owner represents and warrants that it has not assigned, hypothecated, leased, pledged, subleased, transferred or granted any interest in the Property;

**WHEREAS**, pursuant to the Deed of Modification between the Parties, this Deed of Modification will be recorded in the Official Land Records; and

**WHEREAS**, pursuant to the terms set forth herein, the Parties agree to modify certain provisions of the Deed, leaving in place and unmodified the balance of the provisions of the Deed.

**WITNESSETH**

**NOW THEREFORE**, for and in consideration of the payment of Ten Dollars (\$ 10.00 USD) from Owner to ExxonMobil, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to modify, vacate and/or replace certain deed restrictions, as set forth herein, and to affirm and bind themselves to the Modified Deed Restrictions. EXCEPT AS EXPRESSLY MODIFIED HEREIN ALL OTHER PROVISIONS OF THE DEED ARE RATIFIED AND CONFIRMED BY THE PARTIES.

1. **Defined Terms.** Terms used, but not defined, in this Deed of Modification shall have the same meaning ascribed to such terms in the Deed.

2. **Modified Terms.** The Parties agree that the Deed shall be modified as follows:

i. Sections 3(a) is deleted in their entirety and replaced with the following:

3. **“Deed Restriction and Covenant Against Residential Uses**

a. The Parties agree that the Property shall be subject to Engineering and Institutional Controls and deed restrictions as described herein. The deed restrictions must be filed in this format or as tailored to specific State standards and shall include, at a minimum, the following: Grantee covenants and agrees that the Property, or any portion thereof, shall not be used at any time for: residence of any type (with the exception of the portion of the Property located at 107 State Street, Newburyport, Massachusetts [the “Newburyport Property”] for which residential development shall be allowed), places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing home or similar geriatric facilities, child care, playground or recreational areas, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, nor shall any portion thereof be used for the construction or installation of: (i) any water wells for drinking or food processing; (ii) underground storage space; (iii) underground utility space; (iv) additional underground utility conduits (vapor tight utility conduits are permitted); or (v) basements or any underground living space. This covenant shall survive delivery of the Deed and this covenant and agreement shall run with the Land herein conveyed and a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the “Deed Restrictions”).”

ii. Any reference to the “Covenant Against Residential Use” shall specifically exclude the Newburyport Property.

iii. The following section is added as Section 4(a)(vii).

**“Common Areas.** Subject to the Deed Restrictions, Grantee agrees that if, at any time, the use or development of the Newburyport Property involves any construction of common areas such as gardens, yards, recreation areas or open space areas, Grantee, at its sole cost and expense, shall

pave or seal such areas to the maximum extent to protect human health and safety, or shall excavate and properly dispose of the top one (1) meter of impacted soil and replace with certified clean fill installed on top of an impervious barrier. It is acknowledged that the foregoing requirement shall not be construed to permit any deviation from the Deed Restrictions.”

3. **Confirmation of Agreement.** Except as expressly modified or amended by this Deed of Modification, all terms, conditions, and provisions of the Deed are hereby ratified and confirmed and shall remain in full force and effect; provided, however, that any other provision of the Deed shall be deemed modified if and as necessary to give practical effect to the provisions of this Deed of Modification. To the extent that the terms and provisions of this Deed of Modification conflict with the Deed, the terms and provisions of the Deed shall control. For the avoidance of doubt, this Deed of Modification only affects the property located at 107 State Street, Newburyport, Massachusetts, and does not affect, modify, or apply to any of the other properties described on Exhibit A of the Deed or conveyed pursuant to the terms of the Deed.

4. **Counterparts.** This Deed of Modification may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

5. **Recording.** This Deed of Modification shall be recorded in the Official Land Records.

[REMAINDER OF PAGE LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

This Deed of Modification is effective as of the 5<sup>th</sup> day of January, 2023.

Witness:

By: B. Wiley  
Name: BECKY WILEY

Witness:

By: M. Thibodeau  
Name: Meghan Thibodeau

**EXXONMOBIL:**

**EXXONMOBIL OIL CORPORATION**, a New York corporation

By: E. Emenheiser  
Name: Eric Emenheiser  
Title: Agent & Attorney IN-FACT  
Date: 1/8/2023

**OWNER:**

**GLOBAL COMPANIES LLC**, a Delaware limited liability company

By: [Signature]  
Name: SEAN T. GEARY  
Title: CHIEF LEGAL OFFICER  
Date: 12/15/2022

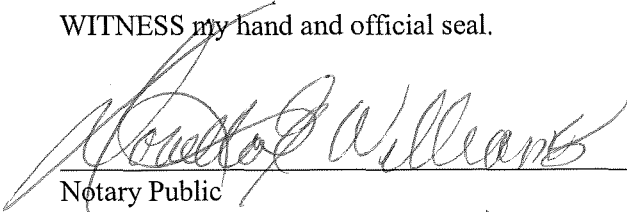
[ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]

[INSERT APPLICABLE NOTARY BLOCKS BASED ON LOCATION OF SIGNATORY]

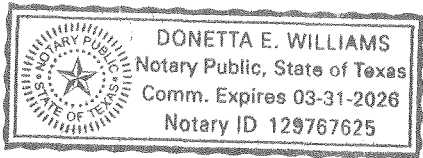
Texas )  
Harris ) ss

I HEREBY CERTIFY that on the 5 day of January, 2023, before me, the undersigned Notary Public of the jurisdiction aforesaid, personally appeared Eric Emenheiser, and acknowledged himself/herself to be the Agent and Attorney-in-Fact of ExxonMobil Oil Corporation, a new York corporation, and that he/she in such capacity, being authorized so to do, executed the foregoing instruments for the purposes therein contained.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires: 03/31/2026

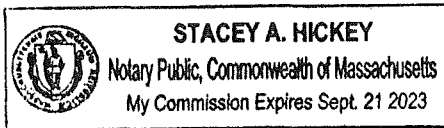


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 15<sup>th</sup> day of December, 2022, before me, the undersigned notary public, personally appeared Sean T. Geary, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Legal Officer of **Global Companies LLC**.

Stacey Hickey  
Notary Public  
My Commission Expires:  
9/21/23





## EXHIBIT A

### LEGAL DESCRIPTION

Two certain parcels in the City of Newburyport, Essex County, Commonwealth of Massachusetts, more particularly described as follows:

#### PARCEL I :

A certain parcel of land situated at the Southerly junction of State and High Streets, Newburyport, in said Essex County;  
Beginning at a spike at the Southerly intersection of said State and High Streets;  
Thence Southeasterly by said High Street, seventy-one and 81/100 (71.81) feet to a stake at land of the Estate of Ellen Marshall;  
Thence Southwesterly by said land of Estate of Ellen Marshall, one hundred eighty-one and 91/100 (181.91) feet to a wood post at land of Minnie A. Staples;  
Thence Northwesterly by said land of Staples, sixty-two (62) feet to said State Street;  
Thence Easterly by said State Street, one hundred ninety-five (195) feet to the said intersection of State and High Streets, and the point of beginning.  
The above-described property is shown on a plan entitled "Plan of Land in Newburyport, Mass. Surveyed for Standard Oil Company of New York" dated January 18, 1930 by W.S. Little Engineer and recorded in Plan Book 57, Plan 96.

#### PARCEL II:

That certain parcel of land together with the buildings and improvements thereon situate on the southerly side of High Street in said City of Newburyport, bounded and described as follows:

Beginning at a point in the southerly line of said High Street at land now or formerly of Mobil Oil Corporation;  
Thence the line runs South 35° 49' East by said southerly line of High Street to a point at land now or formerly of Lillie Duncan Stenport, seventy-two (72) feet;  
Thence South 48° 06' West by said land now or formerly of Lillie Duncan Stenport, one hundred twenty-eight and 62/100 (128.62) feet to a point;  
Thence South 47° 27' 40" West by land now or formerly of Herman E. Allen and Barbara C. Allen, forty-one and 49/100 (41.49) feet to a point;  
Thence North 46° 09' West by said land now or formerly of Herman E. Allen and Barbara C. Allen, forty-four and 61/100 (44.61) feet to a point at land now or formerly of Mobil Oil Corporation;  
Thence North 39° 26' 30" East by said land now or formerly of Mobil Oil Corporation one hundred eighty-three and 13/100 (183.13) feet to the point of beginning.  
Said premises are shown on a plan entitled: "Plan of Land in Newburyport, Mass. as Surveyed for Mobil Oil Corp." dated Nov. 7, 1967 by Charles H. Morse & Son, Eng'rs. and recorded at the Essex County (Southern District) Registry of Deeds in Plan Book 110, Plan 57.

### AS-SURVEYED

A certain piece or parcel of land situate in the City of Newburyport, County of Essex, Commonwealth of Massachusetts at the Southeasterly corner of the intersection of High and State Streets, said parcel of land being more or less described as follows:

Beginning at a nail set in a brick sidewalk at the intersection of the Southwesterly street line of High Street and the Southwesterly street line of State Street, thence Southeasterly by said Southwesterly street line of High Street 535°34'34"E a distance of 143.83 feet to a spike set at the lands now or formerly of Stephanie Niketic, thence Southwesterly by said lands of Stephanie Niketic S47°08'33"W a distance of 168.61 feet to an iron rod set at the lands now or formerly of Peter M. Caesar, thence Northwesterly by said lands of Peter M. Caesar N45°34'49"W a distance of 105.50 feet to an iron rod set on the Southwesterly street line of State Street, thence Northeasterly by said street line of State Street N36°08'36"E a distance of 19.50 feet to the point or place of beginning, said parcel containing 22,234 square feet or 0.510 acres more or less.

Deed Reference: Book 29752 Page 587