

PRESERVATION RESTRICTION AGREEMENT

Between

Central Congregational Church, UCC

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this 15th day of January, 2019 (this "Restriction") by and between Central Congregational Church UCC, 14 Titcomb Street, (P. O. Box 372), Newburyport, MA ("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 managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION (the "Commission"), located at 60 Pleasant Street, Newburyport, Massachusetts, 01950.

WHEREAS, the Grantor is the owner in fee simple of certain real property located at 14 Titcomb Street, Newburyport, Massachusetts (hereinafter referred to as "the Property"), being that same Property conveyed by the City of Newburyport to Grantor in a deed recorded with the Essex South Registry of Deeds on November 15, 1794 in Book 157, Page 279 and in Exhibit A, attached hereto and incorporated herein by reference, said Property improved by one (1) principal building thereon, referred to hereinafter as "the Building", described as follows:

The Building at 14 Titcomb Street consists of two connected parts. In this document the Building being referred to is the portion containing the Steeple and the Sanctuary with the main entrance facing east, toward Titcomb Street.

* This Preservation Restriction shall apply **only** to the Sanctuary and Steeple Tower portion of the Building. It shall not apply to the newer portion of the building added to the church in 1909, and housing classrooms, 2 parlors, social hall, kitchen, restrooms and church offices.

Building Description

The present appearance of the Central Congregational Church corresponds to the reconstruction of the church in 1861 after it was largely destroyed by fire that same year. The new church was constructed reusing the brick walls although the entrances and windows were redesigned in the Italianate style rather than the Gothic style of the original building. The rectangular main structure is covered with a slate gabled roof is slate shingled. The steeple tower is at the eastward facing façade and contains the main entrance to the sanctuary. Tall, arched, stained glass windows are on the two long exposures of the building. This façade contains a variety of features including a transom, door-side lights and arched stained glass windows. The Italianate style is evident in the wide eaves and decorative and functional corbels, brackets and shaped rakes. The Building is more fully described in a series of documents included in the Baseline Documentation attached hereto and incorporated herein by this reference as Exhibits B, C, and D.

The steeple is 157 feet tall measuring from the ground to the tip of the spire, which is topped by a gold plated globe and weathervane with cardinal points indicator. The steeple houses 4 clock faces- one on each side- with Roman numerals. The hands and minute markers are gold leafed.

The Building's main entrance faces east, with the double main entrance doors opening on to Titcomb Street. The front stoop is granite paved, with wrought iron railings. Foot traffic approaches the stoop and entrance from either side: a concrete handicap ramp leads to the south side and has a stairway to Titcomb Street and to the north side granite steps with concrete landings connect to the front sidewalk.

The building rests on a granite foundation and the red brick is laid in a stretcher bond alternating nine courses of stretchers, to a single course alternating headers and stretchers, all laid in red mortar. The church is oriented with its steepled façade facing Brown Square Park.

Characteristic of the Italianate style, the eaves of the church display a broad overhang accented by brackets and cornice mouldings which are paired at the corners, with single brackets in between. The gable roof of the sanctuary is covered with slate shingles. The north and south elevations contain two-story-tall arched stained glass windows, each containing two narrow arched windows. These are protected by storm windows.

The window's openings are all arched with the curve echoed in the roofline of the sections flanking the front tower and the curved molding above the clock. In 1910 the stained glass windows were added.

At the base of the front tower the arched recessed entrance is filled with double doors that are wooden six panel doors. To the left and right sides of the doors, narrow rectangular multi-paned lights equal the door height. These doors and overhead arched window are recessed 4 feet back from the front face of the tower. The side walls are wood panels and the arched ceiling is constructed of narrow wood slats. Immediately over the door is a semi-circular window in a fan or peacock pattern.

Above the entrance the large, two story tall, arched stained glass window is filled with four narrow vertical panels of colored leaded glass and is protected by an outer storm window. The opening is capped by a brick lintel.

The first stage of the brick tower is punctuated by a pair of round-arched stained glass windows. A keystone arch in brick is centered on the façade. The second stage of the steeple is also square in plan with chamfered corners. The steeple façade displays three stories of stained glass windows, with higher openings being unglazed. Each side of the octagonal wooden belfry is punctuated by three open arches with large consoles at the corners. Resting on the belfry is an octagonal drum and a shingled spire.

The predominant windows on the outer bays of the set-back façade and the side elevations are arched stained glass windows containing two arched panels with a circular pane centered at the top of stone sills.

Inserted low in the front wall to the left of the front door is a marble tablet reading "Congregational Society. Founded 1768. Erected 1826 on the site of the old church". This marble memorial stone was restored to the building in 1959 after an absence of nearly 100 years. The stone was formerly placed above the entrance of the church but was omitted when the church was rebuilt after the 1861 fire.

WHEREAS, the cultural, historical and architectural significance of the Building and Property emanates from its long associations as a house of worship and community meeting facility. The imposing Italianate architecture (designed by A.G. Perkins, with woodwork by Arthur Currier and masonry by Cashman Brothers) the Building contributes to the historic downtown streetscape providing an imposing edifice at the west end of Brown Square. The steeple seen from afar is a prominent feature of the city skyline and along with the other skyline profile landmarks which represent much of the historical development of Newburyport and more generally to the historic architectural character of the Newburyport Historic District, the Building and the Property being important to the public enjoyment and appreciation of their architectural and historical heritage; and

WHEREAS, the Building and the Property are a contributing resource to the Newburyport Historic District, listed in the State and National Registers of Historic Places on August 4, 1984, are historically significant for their architecture, associations, and or archeology, and qualify for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 31, 32 and 33; 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 values are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as Exhibits B, C, D, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date hereof.

WHEREAS, the Photographic Documentation (Exhibit D) is included as to provide further architectural detail of the Building and Property and consists of the following:

- Photo 1: Front of building- East Facing
- Photo 2: Base of Steeple Tower-Entrance
- Photo 3: Recessed Arched Entrance with Side Lights and Arched Fan Light
- Photo 4: Large Arched Window over Entrance
- Photo 5: Mid Portion of Steeple Tower, Belfry
- Photo 6: Spire, Cardinal Markers, Globe Weathervane
- Photo 7: South East Façade
- Photo 8: Façade Bracket and Trim Detail
- Photo 9: South Exposure
- Photo 10: North Exposure

WHEREAS, in addition to the above-referenced Photographic Documentation of Exhibit D, the Baseline Documentation shall also consist of the following:

- Legal Property Description attached hereto as Exhibit A;
- Newburyport Assessor's Parcel Map showing Building footprint attached hereto as Exhibit B;
- Massachusetts Historical Commission Inventory Form B completed August 1984, attached hereto as Exhibit C;

WHEREAS, the Building is in need of preservation and restoration; and

WHEREAS, the Grantor, in further consideration of the successful sale of 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 40, Section 8D, authorized and directed by the Grantee to manage the Property and Building burdened by such restrictions and to

administer and enforce this restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross this Restriction over the Property and the interior and exterior of the Building to be administered, managed and enforced by the Commission during the Term of this Restriction.

1. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic and cultural features of the exterior of the 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.

Grantor agrees at all times to maintain the Property and the exterior of the Building in accordance with this Restriction and in compliance with all Federal, state and local laws, codes and ordinances applicable to the Property and/or the Building. Grantor's obligation to maintain shall require repair, reconstruction and, where necessary, replacement in kind whenever necessary to preserve the Building in a good, sound and attractive condition and state of repair.

For avoidance of doubt, this Restriction shall not apply to tile interior of the Building insofar as the Secretary of the Interior's Standards for the Treatment of Historic Buildings shall not apply therein, and the Commission shall have no oversight on alterations to the interior of the Building. Notwithstanding the foregoing, following completion of the approved rehabilitation work according to the approved Grantor's Plans, any interior activities that may potentially affect the structural integrity of the Building, or which may result in an alteration to any exterior structural or decorative element, or to the material or appearance of the exterior of the Building shall be subject to prior review and approval of the Commission according to the terms of this Restriction.

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 requirements in 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 E.
 - b. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building governed by the Newburyport Historical Commission as listed and attached hereto as Exhibit C.
 - c. Any other act or use that may be harmful to the historic preservation of the Building or the Property.
 - d. Notwithstanding anything to the contrary in this section 2, 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 Property 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. Said changes or improvements shall comply with the Secretary of Interior's Standards for the Rehabilitation of Historic Buildings, and shall be designed in consultation with and subject to reasonable review by Grantee.

3. Grantor's Covenants: Covenant to Maintain: Subject to paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair existing as of the date of this Restriction, and thereafter to that existing following the substantial completion of restoration work to be completed. 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").
4. 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, the sides adjacent to Pleasant Street or adjacent to Titcomb Street but subject to the foregoing, may be permitted in designated areas as approved by the local permitting authorities;
 - c. No above-ground utility transmission lines, 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 Paragraphs 3 and 4, and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the 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 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 3, 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 Restriction Guidelines (Exhibit E) 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, 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;
 - iv. Without further approval, are in conformance with the Grantor's Plans as attached hereto
 - b. Pursuant to the provisions of paragraph 3, 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.
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 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, 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 the 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 damage or destruction, such notification including what, if any, temporary 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. 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 Commission approval shall not be unreasonably withheld, which report shall include the following:

- a) An assessment of the nature and extent of 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, 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, commission, 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:

Central Congregational Church UCC
14 Titcomb Street
PO Box 372
Newburyport, MA 01950

Grantee:

City of Newburyport
c/o Newburyport Historical Commission
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 reasonable 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 exterior of 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 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 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 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) business 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 tide to the Property subject to the terms of 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, tide, 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, to a 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, or to a private entity for the purpose of adaptive reuse of the structure according to the provisions of the Restriction. Conveyance, assignation, or transfer of this Restriction requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantee shall seek Grantor's approval of said conveyance, assignment or transfer and Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law. In the event Grantee does so remove, the Grantee shall provide notice of same to the Grantor and shall forthwith provide the Grantor with the name, address and further contact information of the designee.
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 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 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 interest in the Property that are subject to the taking and all incidental and direct damages resulting from 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 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 dill 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 inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.
28. Archeological 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 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 15th day of January, 2019.
By:

GRANTOR:



Stuart Johnson, Moderator

COMMONWEALTH OF MASSACHUSETTS
Essex, ss.

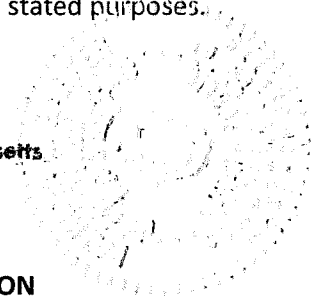
On this 15th day of January, 2019, before me, the undersigned notary public, personally appeared Stuart W Johnson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to 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.

Patricia E. Barker
Notary Public
My Commission Expires:



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



ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

Sarah White, Chair

COMMONWEALTH OF MASSACHUSETTS
Essex, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, 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.

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 _____, 2019, 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.

Richard B. Jones, City Clerk

COMMONWEALTH OF MASSACHUSETTS
Essex, ss.

On this _____ day of _____, 2019, 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:

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

Notary Public
My Commission Expires:

List of Attached Exhibits

Exhibit A

Legal Property Description

Exhibit B

Newburyport Assessor's Map

Exhibit C

Massachusetts Historical Commission Inventory Form B

Exhibit D

Photos

Exhibit E

Restriction Guidelines

300K
157
page
279

sell and convey the same to them the said Joseph & Samuel and their heirs and assigns to have and to hold the same in manner and for the use aforesaid and that said my heirs will warrant secure and defend the above bargained premises to them the said Joseph & Samuel & Samuel & their heirs and assigns forever against the lawful claims of all persons In witness whereof the said Joseph & Samuel & their heirs and assigns have hereunto set our hands and seals this twenty fourth day of May in the year of our lord one thousand seven hundred and eighty five

Signed sealed and delivered in presence of
 Joseph Couch - & seal
 Mary X Couch - & seal
 Joseph & Samuel personally acknowledged the foregoing instrument by them sealed to be their deed before
 Eben March Justice of the Peace
 Essex Co. Nov. 15. 1794 & recorded & exam'd by John Pickering Regr

Titecomb
to
Cain &

know all men by these presents that I Enoch Titecomb of Newbury port in the County of Essex and Commonwealth of Massachusetts in consideration of seventy pounds lawful money of the Commonwealth of Massachusetts already paid me by Greenleaf Joseph & John & their associates all of Newbury port in said County of Essex being a committee for the Third Religious Society in said Newbury port the receipt whereof I do hereby acknowledge have given granted bargained sold conveyed and confirmed and by these presents do give grant bargain sell convey and confirm unto them the said Greenleaf Joseph & John & their associates and their heirs and assigns forever a certain lot of land situate in said Newbury port containing nine rods & 1/2 be the same more or less bounded as follows to wit beginning at a stake by Titcomb's street one rod & 1/2 from the south corner of Sarah Standen's land and running southwestwardly by said street one chain & twenty two links to Richard Titcomb's land thence running Northwestwardly by said Titcomb's land & sixty links to land belonging to said Society thence running Northwardly by said Society's land one chain & ten links to a stake one rod and 1/2 from said Sarah Standen's land thence running Southeastwardly parallel to said Sarah Standen's land thirty six links to the first bound To have and to hold the above bargained premises with all their privileges and appurtenances to them the said Greenleaf Joseph & John & their associates and their heirs and assigns to the sole use of them the said Greenleaf Joseph & John & their associates and their heirs and assigns forever and the said Enoch Titecomb do for my self my heirs executors and administrators covenant obligate to and with the said Greenleaf Joseph & John their associates and their heirs executors and administrators and assigns that at the time of delivery hereof I do lawfully seized in fee simple of the above bargained premises that the same are free of all incumbrances that I have good right full power and lawful authority to grant bargain sell and convey the same to them the said Greenleaf Joseph & John & their associates and their heirs and assigns to have and to hold the same in manner and for the use aforesaid and that said my heirs will warrant secure and defend the above bargained premises to them the said Greenleaf Joseph & John and their associates and their heirs and assigns forever against the lawful claims of all persons In witness whereof the said Enoch Titecomb have hereunto set my hand and seal this seventh day of October in the year of our lord one thousand seven hundred and ninety four

Enoch Titecomb & seal
 Signed sealed and delivered
 in presence of
 Nehemiah Standen
 Joseph & Samuel personally acknowledged the foregoing instrument by him signed to be his deed before
 Eben March Justice of the Peace
 Essex Co. Nov. 15. 1794 & recorded & exam'd by John Pickering Regr

Howell
to
Blackett

know all men by these presents that I Moss Howell of Salisbury in the County of Essex in the Commonwealth of Massachusetts yeoman in consideration of the sum of fifty five pounds lawful money of the Commonwealth aforesaid already paid me by Jacob Blackett of Salisbury aforesaid yeoman the receipt whereof I do hereby acknowledge have given granted bargained sold conveyed and confirmed and by these presents do give grant bargain sell convey and confirm unto him the said Jacob Blackett and his heirs and assigns forever a certain piece of land situate in Salisbury aforesaid

Deed of Land (transcribed)

Written October 11, 1794

Recorded November 15, 1794

Book 157, Page 279

Titcomb to Committee

Know all men by these present that Enoch Titcomb of Newbury Port in the county of Essex and Commonwealth of Massachusetts Blacksmith in consideration of seventy pounds lawful money of the Commonwealth of Massachusetts, already paid me by Greenleaf Joseph, Clark, Somerby and Pearson all of Newburyport in said county of Essex being a committee for the Third Religious Society in said Newbury port the receipt whereof I do hereby acknowledge have given granted, granted bargained said conveyed and confirmed and by these present do give grant bargain sell convey and confirm unto them the said Greenleaf Joseph and John and their associates and their heirs and assigns, forever. A certain lot of land situated in said Newbury port containing nine rods be the same more or less bounded as follows, nine beginning at a stake by Titcomb Street, one rod and half from the south corner of Sarah Flander's land, and running southwestardly by said street one chain and twenty two links to Richard Titcomb's land thence running

Northwestardly by said Titcomb's land sixty links to land belonging to said Society, thence running Northeastwardly by said Society's land one chain and ten links to a stake one rod and an half from said Sarah Flander's land thence running Southeastwardly, Parallel to said Sarah Flanders's land thirty six links to the first bound. To have and to hold the above bargained premises with all their priviledges and appurtenances to these the said Greenleaf Joseph and John and their associates and their heirs and assigns to the sole use of them the said Greenleaf, Joseph, John and their associates and their heirs and assigns forever and the said Enoch Titcomb do for myself my heirs executors and administrators covenant and engage to and with the said Greenleaf Joseph, John and their associates and their heirs executors administrators and assigns that at the time of delivery hereof I am lawfully seized in fee simple of the above bargained premises, that the same are free of all encumbrances that I have good rightful power and lawful authority to grant bargain sell and convey the same to them the said Greenleaf, Joseph, John and their associates and their heirs and assigns to have and to hold the same in manner and for the use aforesaid and that I and my heirs will warrant secure and defend the above bargained premises to them that are Greenleaf, Joseph , and John and their associates and their heirs and assigns forever against the lawful claims of all persons.

In witness whereof I the said Enoch Titcomb have hereunto set my hand and seal this Eleventh day of October in the year of Our Lord one thousand seven hundred and ninety four,

Enoch Titcomb and a seal signed sealed and delivered in the presence of

Nehomia Handon

Herschel Goldsmith

Essex County October 11th 1794. The above named Enoch Titcomb personally acknowledges the foregoing instrument by him signed to be his Deed.

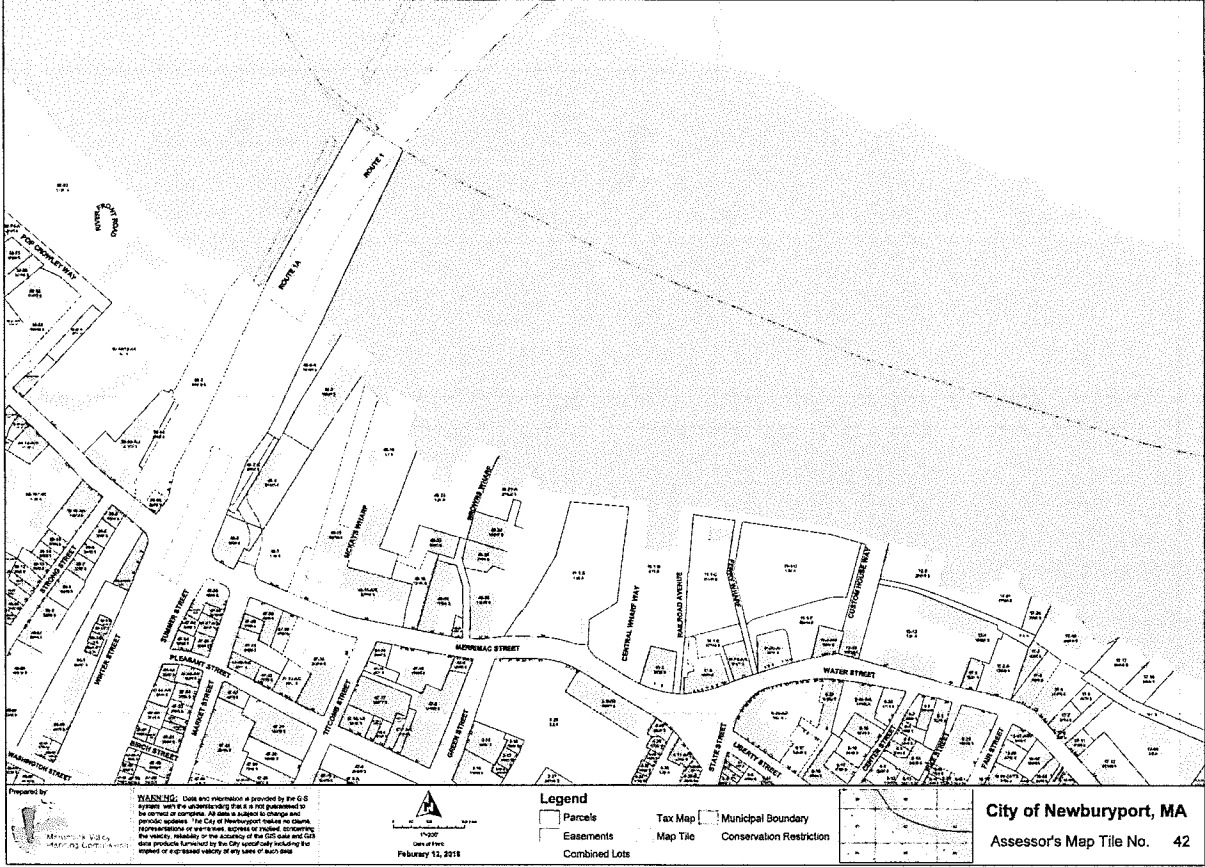
Before Beniah Titcomb Justice of the Peace

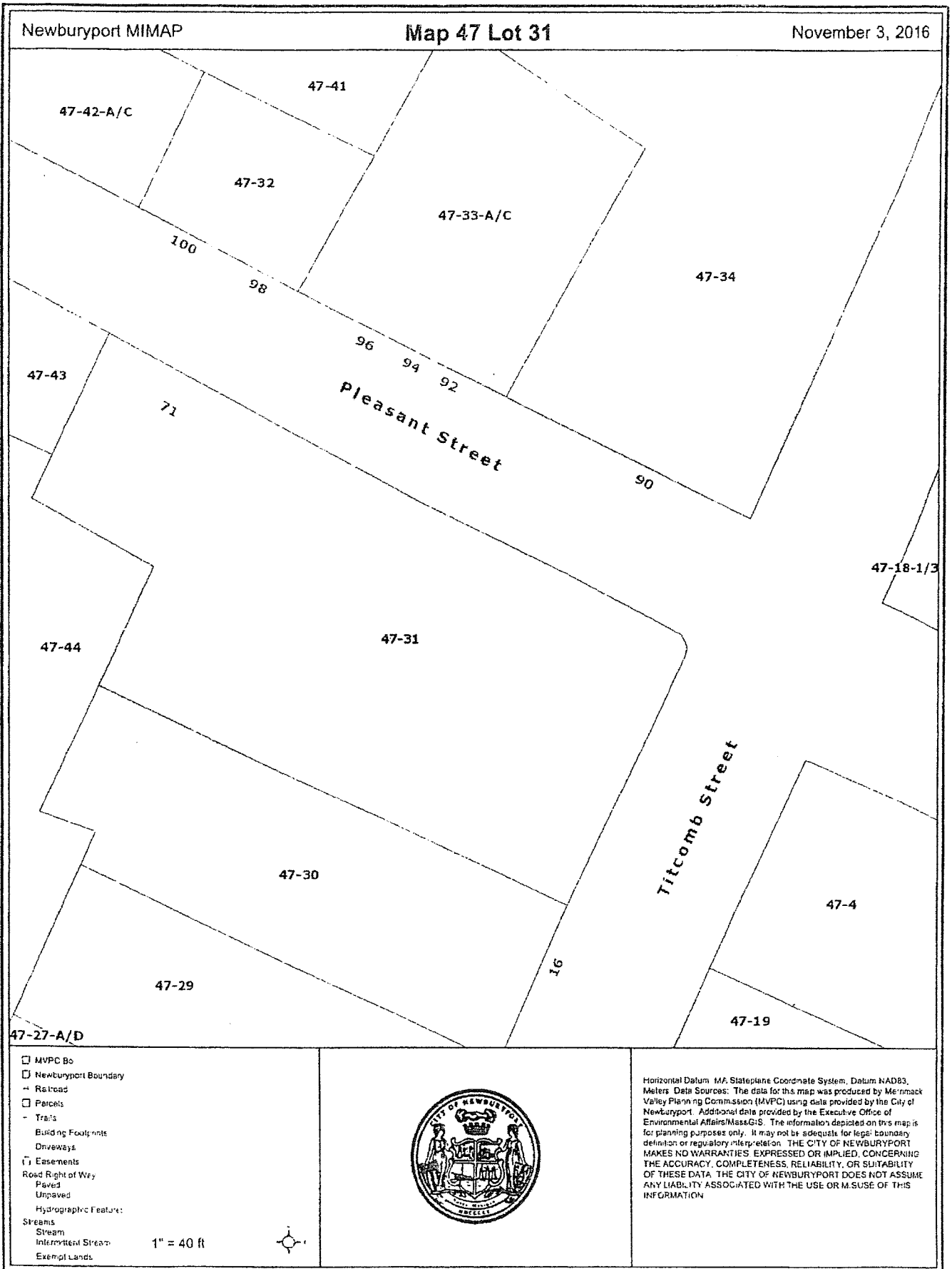
Essex Co. Rec November 15 1794 & recorded & examined by John Pickering Regr

Definitions: Link= 66/100 of a Foot Chain= 66 Feet long with 100 Links ¼ Chain=25 Links = 1 Rod Rod=5 ½ Yards= 16 ½ Feet, 1/320 of Statute Mile

Transcribed by Jill St Onge, October 2017

Exhibit B
Newburyport Assessor's Map





Property Location: 14 TITCOMB ST Account # MAP ID: 47/31111 Bldg #: 1 of 1 Card 1 of 1 Bldg Name: State Use: 909C
 Vision ID: 3027 1 of 1 Sec #: 1 of 1 Print Date: 11/03/2016 10:25

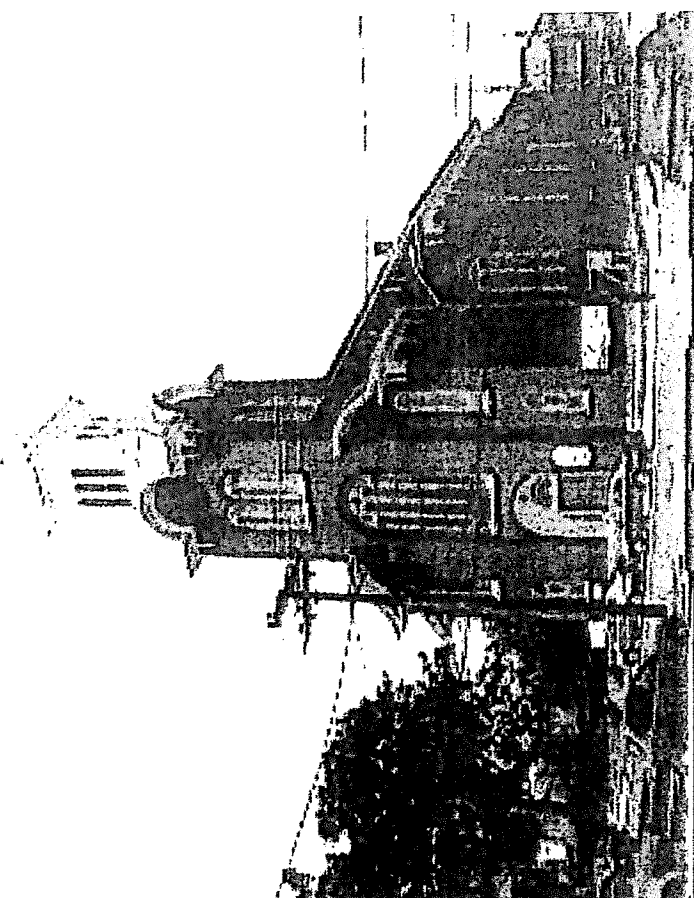
CONSTRUCTION DETAIL		Element	Cd.	Ch.	Description
71	Churches				
94	Commercial				
08	Above Avg +20				
2	Stories				
1	Occupancy				
20	Exterior Wall 1				
20	Exterior Wall 2				
03	Roof Structure				
11	Roof Cover				
03	Interior Wall 1				
12	Interior Wall 2				
14	Interior Floor 1				
14	Interior Floor 2				
02	Heating Fuel				
06	Heating Type				
01	AC Type				
909C	RELIGIOUS MDL-94				
00	Total Rooms				
4	Total Bedrms				
02	Total Baths				
02	Kitchen Grd				
01	Heat/AC				
03	Frame Type				
02	Baths/Plumbing				
06	Ceiling/Wall				
02	Rooms/Prtns				
20	Wall Height				
0	% Conn Wall				

CONSTRUCTION DETAIL (CONTINUED)		Element	Cd.	Ch.	Description
MIXED USE					
909C	RELIGIOUS MDL-94				
COST/MARKET VALUATION					
Adj. Base Rate: 357.66					
Replace Cost 7,243,003					
AYB 1826					
EYB 1987					
Dep Code K					
Remodel Rating					
Year Remodeled 58					
Dep % 0					
Functional Obscnc 0					
External Obscnc 0					
Cost Trend Factor 1					
Condition					
% Complete 42					
Overall % Cond 3,042,100					
Apprais Val 0					
Dep % Ovr 0					
Dep Ovr Comment					
Misc Imp Ovr 0					
Misc Imp Ovr Comment					
Cost to Cure Ovr 0					
Cost to Cure Ovr Comment					

84	FUS	84
58	BAS	84
58	UBM	84
9-16	FOP	76
1970	EUS	5
1970	EOP	10
58	FUS	68
40	BAS	40
10	UBM	10

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Description	L/B	Units	Unit Price	Yr	Code	L/Dp/Rt	Cnd	%Cnd	Apr Value
SGN1	SIGN-1 SD W/L			L	320	52.00	2007		0		50	8,300
PAY1	PAVING-ASPH			L	4,000	2.30	2007		0		50	4,600
FN3	FENCE-6' C/I			L	240	20.00	2007		0		50	2,400
ANT1	ANTENNA			L	1	35,000.00	2010		2		75	35,000
FES	FIRE-ESCAPE			B	1	5,654.00	1987		2		100	2,400
ELV3	ELEVATOR C			B	1	96,000.00	1987		2		100	40,300

BUILDING SUB-AREA SUMMARY SECTION									
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprac. Value			
BAS	First Floor	10,780	10,780	10,780	357.66	3,855,591			
CTH	Cathedral Ceiling	0	0	0	0.00	0			
FOP	Porch, Open	0	184	46	89.42	16,452			
FUS	Upper Story, Finished	5,652	5,652	5,652	357.66	2,021,503			
UBM	Basement, Unfinished	0	10,780	3,773	125.18	1,349,457			
		16,432	32,564	20,251		7,243,003			



State Use: 909C
Print Date: 11/03/2016 10:25

Bldg Name: 1 of 1 Card 1 of 1

MAP ID: 47131111 Bldg #: 1 of 1

Property Location: 14 TITCOMB ST
Vision ID: 3027 Account #

CURRENT ASSESSMENT	Code	Appraised Value	Assessed Value
EXEMPT	9090	3,084,800	3,084,800
EXM LAND	9090	465,800	465,800
EXEMPT	9090	50,300	50,300
Total		3,600,900	3,600,900

PREVIOUS ASSESSMENTS (HISTORY)	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
	2016	9090	3,084,800	2014	9090	3,058,100
	2016	9090	443,500	2014	9090	403,100
	2016	9090	50,300	2014	9090	50,300
Total			3,551,900			3,511,500

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	W/H	%	SALE PRICE	V.C.
CENTRAL CONGREGATIONAL CHURCH						0

UTILITIES	STRT/ROAD	LOCATION
1 AH Public	1 Paved	4 Bus. District

123
NEWBURYPORT, MA

VISION

EXEMPTIONS	Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total									

OTHER ASSESSMENTS	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
	2016	9090	3,084,800	2015	9090	3,058,100
	2016	9090	443,500	2015	9090	403,100
	2016	9090	50,300	2015	9090	50,300
Total			3,551,900			3,511,500

ASSESSING NEIGHBORHOOD
6/A

NOTES
CHURCH=CHURCH SERVICES
REAR BUILDING=OFFICE, SUNDAY SCHOOL,
PLUS RENT OUT SPACE TO COMMUNITY FOR
AA MEETINGS, GIRL + BOY SCOUTS, AND
NON PROFIT ORGANIZATIONS.
CELL ANTENNAE IN STEEPLE

BUILDING PERMIT RECORD	Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
	A-2014-250	06/16/2014	EL	Electric	5,000	04/23/2015	100		REMOVE 6 EXISTING CELL ANTENNAE HANDICAP ACCESS ALTERATIONS REPAIRS
	A/R 10-44	03/01/2010	CM	Commercial	51,800	08/11/2010	100		
	A/R 222	06/21/2007	CM	Commercial	251,603	08/09/2007	0		
	391-10/00	10/04/2000	CM	Commercial	166,000	05/11/2001	100		
	AR152-6/96	06/17/1996	CM	Commercial	150,000	10/01/1996	100		

LAND LINE VALUATION SECTION	ST.	Acre	I. Factor	S.A.	Disc	C. Factor	Adj.	Notes-Adj.	S. Adj. Fact	Adj. Unit Price	Land V _i
1	909C RELIGIOUS MDL-94	0.44	1.1500	6	1.0000	1.80	0.00		1.00	24.26	46

APPRAISED VALUE SUMMARY
Appraised Bldg. Value (Card) 3,042,100
Appraised XP (B) Value (Bldg) 42,700
Appraised OB (L) Value (Bldg) 50,300
Appraised Land Value (Bldg) 465,800
Special Land Value 0
Total Appraised Parcel Value 3,600,900
Valuation Method:
Adjustment: 0
Net Total Appraised Parcel Value 3,600,900

APPROXIMATE VALUE SUMMARY
Appraised Bldg. Value (Card) 3,042,100
Appraised XP (B) Value (Bldg) 42,700
Appraised OB (L) Value (Bldg) 50,300
Appraised Land Value (Bldg) 465,800
Special Land Value 0
Total Appraised Parcel Value 3,600,900
Valuation Method:
Adjustment: 0
Net Total Appraised Parcel Value 3,600,900

BUILDING PERMIT RECORD

LAND LINE VALUATION SECTION

Total Card Land Units: 0.44 AC Parcel Total Land Area: 0.44 AC Total Land Value: 46

Exhibit C

Massachusetts Historical Commission Inventory Form B

FORM B - BUILDING

NRDIS 8/2/1984

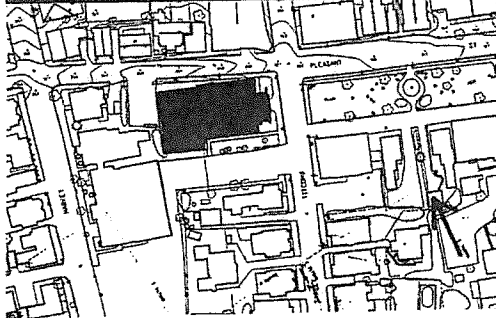
Assessor's number
47-31

USGS Quad
Newburyport

Area(s)
L

Form Number
482

Massachusetts Historical Commission
Massachusetts Archives Building
220 Morrissey Boulevard
Boston, Massachusetts 02125



Town Newburyport

Place (neighborhood or village)

Address 14 Titcomb Street

Historic Name North Congregational Church
(Central Congregational Church)

Uses: Present Church

Original Church

Date of Construction 1861

Source Currier, History of Newburyport

Style/Form Italianate

Architect/Builder unknown; 1911 addition - A.G. Perkins

Exterior Material:

Foundation Granite

Wall/Trim Brick

Roof Slate

Outbuildings/Secondary Structures

none

Major Alterations (with dates) 1911 - vestry addition,
mastic removed from exterior stained glass windows;
c.1960 - entrance; 1971 - steeple; various interior renov.

Condition good

Moved no yes Date

Acreage 16600 SF

Setting facing Brown Square

Recorded by Lisa Mausolf

Organization Newburyport Historical Commission

Date (month/year) June 1999

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

BUILDING FORM (14 Titcomb Street)

ARCHITECTURAL DESCRIPTION

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

The present appearance of the North Congregational Church (now the Central Congregational Church) corresponds to the reconstruction of the church in 1861 after it was largely destroyed by fire that same year. The new church was reportedly constructed reusing the brick walls although the entrances and windows were redesigned in the Italianate style rather than the Gothic style of the original building. The building rests on a granite foundation and the red brick is laid in a stretcher bond alternating nine courses of stretchers to a single course alternating headers and stretchers, all laid in red mortar. The exterior of the building was originally covered with mastic. The church is oriented with its steepled facade facing Brown Square Park.

Characteristic of the Italianate style, the caves of the church display a broad overhang accented by brackets which are paired at the corners, with single brackets in between. The windows openings are all arched with the curve echoed in the roofline of the sections flanking the front tower and the curved molding above the clock.

At the base of the front tower the arched entrance is filled with c.1960 doors and is fronted by modern brick and concrete steps which are semi-circular in plan. Above the entrance the large arched window is filled with four narrow panels filled with colored leaded glass and is protected by an outer window. The opening is capped by a brick lintel. The first stage of the brick tower is punctuated by a pair of round-arched windows. The second stage of the steeple is also square in plan and is covered in a "rusticated" metal with chamfered corners. Each side of the belfry is punctuated by three open arches with large consoles at the corners. Resting on the belfry is an octagonal drum and a shingled spire. The predominant window on the outer bays of the facade and the side elevations is an arched stained glass window containing two arched panels with a circular pane centered at the top and stone sills. The gable roof is covered with slate shingles. Inserted on the front wall is a marble tablet reading "Congregational Society. Founded 1768. Erected 1826 on the site of the old church".

To the rear of the church building is a two-story section serving as a hall/Sunday School. This section measures five bays wide on the Pleasant Street elevation. The first floor openings arched with multi-paned windows capped by three-light curved transoms. The openings on the upper level are segmental with brick lintels and contain 6/6 sash. A two-story, flat-roofed vestry addition is located to the south of the sanctuary.

HISTORICAL NARRATIVE

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

A meetinghouse was first constructed on this site in 1768 by a group which had separated from the First Religious Society. In 1794 the group was incorporated as the Third Religious Society in Newburyport. The wood-frame building was oriented facing the Merrimack River and stood until 1826 when a new brick meetinghouse was built on the site. In 1860 the name of the Society was changed to the North Congregational Society of Newburyport. The Gothic-style building was destroyed by fire during a blizzard on March 21, 1861, leaving only the brick walls.

The brick walls were incorporated into the new building which was dedicated on October 23, 1861. (Unfortunately the Newburyport Public Library does not have the microfilm of the newspaper for that period.) As originally constructed, the exterior of the building was covered with mastic and the steeple was painted dark blue. The clock, known as "Old Betsey" was presented to the church by Miss Elizabeth Gerrish of Rings Island, Salisbury, in 1877. It replaced a clock destroyed by the 1861 fire. The bell in the tower was made in Sheffield, England and was presented to the church by Captain Joshua Hale and Josiah L. Hale. It reportedly first rang out on July 4, 1861. The church's original bell was made by Revere & Sons.

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

INVENTORY FORM CONTINUATION SHEET

Massachusetts Historical Commission
 Massachusetts Archives Building
 220 Morrissey Boulevard
 Boston, Massachusetts 02125

Town
 Newburyport

Property Address
 14 Titcomb Street
 Area(s) Form No.

L	482
---	-----

HISTORICAL NARRATIVE:

In 1910 the three downtown Congregational Churches (the others being the Whitefield Church on State Street and the Prospect Street Society) decided to unite, keeping the North Church as their meetinghouse. Considerable changes were made to the North Church building to prepare it to become the Central Congregational Church. The mastic and outer course of bricks was stripped away and a new outer shell of bricks was set in place. A large addition was made to the existing vestry, according to plans by A.G. Perkins. The two-story, 34 x 53' addition was located on the southwest side of the old vestry, part of which was removed. Arthur Currier was responsible for the woodwork and the Cashman Brothers were the masons. The stained glass windows were added at the same time, the church was refrescoed and the steeple was painted a lighter shade of blue.

In 1931 a major remodeling of the interior of the church was completed including the reconstruction of the pulpit, redecorating and a new floor. At the rear of the pulpit the Bliss Memorial window was installed in honor of Charles Bliss (c.1920). The architects for the renovations were Mowll & Rand of Boston and the window was designed by the Alfred Bell studio of Boston. Unfortunately a short time later, in 1932, the interior of the church had to be largely replaced after the ceiling crashed, crushing chandeliers, wiring, cornices, pulpit, pews and the choir loft. Additional alterations were made to the sanctuary in 1952 and 1963. State inspection records indicate that alterations were made to the building in 1953 according to the designs of Bourne, Connor, Nichols & Whiting of Boston. The marble memorial stone on the facade of the church was restored to the building in 1959 after an absence of nearly 100 years. The stone was formerly placed above the entrance of the church but was omitted when the church was rebuilt after the 1861 fire. The church steeple was restored in 1969 according to plans by Gilbert Small & Co. of Boston. In 1971 a new steeple was installed, a replica of the original.

BIBLIOGRAPHY and/or REFERENCES

Currier, John J. *History of Newburyport, Massachusetts, 1764-1906*, vols. 1 & 2. Newburyport: 1906 & 1909.
 Irving, Ron. Unpublished research on Brown Square.
 Massachusetts Division of Inspection. Building Inspection Plans. Card File. [Massachusetts State Archives, Boston].
 Massachusetts Historical Commission. Historic Resources Inventory: Newburyport.
 Newburyport City Directories, various dates.
 Newburyport Daily News, January 28-30, 1911; Oct. 31, 1931; June 5, 1959; June 9, 1959; April 5, 1969.
 Stirgwort, Mary Jane. "Historical Buildings Survey and Inventory, Newburyport, Massachusetts: Narrative History",
 Prepared for the Massachusetts Historical Commission, 1980.

Maps

Atlas of Essex County, Massachusetts. Philadelphia: D.B. Beers & Co., 1872.
Atlas of Essex County, Massachusetts. Boston: George H. Walker, 1884.
 Beck & Paul. *City of Newburyport*. Framingham, Mass.: Bigelow and Hazen, 1880.
Plan of Newburyport. Philadelphia: H. McIntyre, 1851.
 Sanborn Insurance Maps. Massachusetts State Library, Boston, Massachusetts.

Exhibit E Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify paragraphs 5 (five) and 6 (six) of the terms of the preservation restriction which deals with alterations to the premises. Under these sections permission from the Newburyport Historical Commission (NHC) is required for any major alteration. Alterations of a minor nature which are part of ordinary maintenance and repair do not require NHC review.

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

Paint

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

Major - Painting or fully stripping exterior decorative surfaces or distinctive exterior stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

Windows and Doors

Minor - Regular maintenance including caulking, painting and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of exterior units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change, however, with notification it is commonly acceptable.

Exterior

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot or extensive re-pointing of masonry. Structural stabilization of the property is also considered a major alteration.

Landscape/Outbuildings

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

Major - Moving or subdividing buildings or property; altering or removing significant landscape features such as trees, gardens, vistas, and large plantings where such changes would alter the view of the building.

Walls/Partitions

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

Major - Creating new openings in exterior walls or permanently sealing off existing exterior openings; adding permanent partitions visible from the exterior ; demolishing existing walls; removing or altering stylistic features;

Heating/Air Conditioning/Electrical/Plumbing Systems

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. dropped ceilings, disfigured walls or floors visible from the exterior through windows) or may potentially affect the physical characteristics or long-term structural integrity of the building. For example, adding air conditioning or humidification to an historic building may result in detrimental condensation within exterior walls.

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

It is the responsibility of the property owner to notify the NHC in writing when any major alterations are contemplated. Major alterations will necessitate review of plans and specifications by NHC.

Select Interior Features

Minor – Painting, spot repair and cleaning as part of periodic maintenance.

Major – Change involving 1) space configurations of rooms and door locations, 2) removal or alteration of interior beams, posts, girts, plates, studs, sheathing boards, masonry walls and masonry piers, 3) inappropriate removal or replacement of woodwork (including but not limited to cornices, mantelpieces, paneling, baseboards, stairs, railings, balusters, newels, doors, door casings, window casings, floorboards, and interior shutters) and plaster walls, 4) door and window hardware, and 5) masonry fireplaces.

Changes classified as major alterations are not necessarily unacceptable. In fact, approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Building assessed.

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

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions that are in the best interests of the Property.



Photo 1: Front of building- East Facing



Photo 2: Base of Steeple Tower- Entrance



Photo 3: Recessed Arched Entrance with Side Lights and Arched Fan Light



Photo 4: Large Arched Window over Entrance



Photo 5: Mid Portion of Steeple Tower, Belfry



Photo 6: Spire, Cardinal Markers, Globe, Weathervane



Photo 7: SouthEast Façade



Photo 8: Façade Bracket & Trim Detail



Photo 9: South Elevation



Photo 10: North Elevation

Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify paragraphs 5 (five) and 6 (six) of the terms of the preservation restriction which deals with alterations to the premises. Under these sections permission from the Newburyport Historical Commission (NHC) is required for any major alteration. Alterations of a minor nature which are part of ordinary maintenance and repair do not require NHC review.

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

PAINT

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

Major - Painting or fully stripping exterior decorative surfaces or distinctive exterior stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of exterior units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change, however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot or extensive re-pointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

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

Major - Moving or subdividing buildings or property; altering or removing significant landscape features such as trees, gardens, vistas, and large plantings where such changes would alter the view of the building.

WALLS/PARTITIONS

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

Major - Creating new openings in exterior walls or permanently sealing off existing exterior openings; adding permanent partitions visible from the exterior ; demolishing existing walls; removing or altering stylistic features;

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. dropped ceilings, disfigured walls or floors visible from the exterior through windows) or may potentially effect the physical characteristics or long-term structural integrity of the building. For example, adding air conditioning or humidification to an historic building may result in detrimental condensation within exterior walls.

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

It is the responsibility of the property owner to notify the NHC in writing when any major alterations are contemplated. Major alterations will necessitate review of plans and specifications by NHC.

SELECT INTERIOR FEATURES

Minor – Painting, spot repair and cleaning as part of periodic maintenance.

Major – Change involving 1) space configurations of rooms and door locations, 2) removal or alteration of interior beams, posts, girts, plates, studs, sheathing boards, masonry walls and masonry piers, 3) inappropriate removal or replacement of woodwork (including but not limited to cornices, mantelpieces, panelings, baseboards, stairs, railings, balusters, newels, doors, door casings, window casings, floorboards, and interior shutters) and plaster walls, 4) door and window hardware, and 5) masonry fireplaces.