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PRESERVATION RESTRICTION AGREEMENT

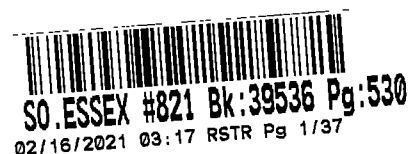
Between

Central Congregational Church, UCC

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION



THIS PRESERVATION RESTRICTION is made this 22 day of December 2020 (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 Central Congregational Society to Grantor in a deed recorded with the Essex South Registry of Deeds on March 2, 1927 in Book 2713, Page 387 ("Parcel 1") and from Mary Cortes to the Grantor in a deed recorded on May 6, 1963 recorded in the Essex South Registry of Deeds Book 5058 Page 52 ("Parcel 2") 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. The portion of the Building which includes the Steeple tower and the Sanctuary with the main entrance facing east, toward Titcomb Street was constructed in 1861 (the "1861 Portion"). The rear addition of the Building housing classrooms and administrative offices was later added in 1910 (the "1910 Portion").

The present appearance of the 1861 Portion 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 1861 Portion is covered with a slate gabled roof. The steeple tower is at the East Elevation, and contains the main entrance to the sanctuary. This East Elevation contains a variety of features including a transom, door-side lights and semi-circular arched stained glass windows. The Italianate style is evident in the wide eaves and decorative and functional corbels, brackets and broken-pediment rakes.

The Steeple tower 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 four clock faces- one on each side- with Roman numerals. The hands and minute markers are gold leafed.

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.

Characteristic of the Italianate style, the eaves of the 1861 Portion display a broad overhang accented by brackets and cornice moldings which are paired at the corners, with single brackets in between. The North and South elevations of the 1861 Portion contain three two-story-tall, stained glass windows with

stone sills and semi-circular arches with brick corbelled hoods. Each window contains two narrow arched panels topped by a centered circular pane. These are protected by storm windows. The stained glass windows date to 1910. Single windows of the same design are located on the East elevation of the Sanctuary flanking the Steeple tower.

The Building's main entrance on the East elevation of the 1861 Portion is set in a deeply recessed, arched opening, with the wood-paneled, double main entrance doors flanked by multi-pane side-lights and set under a semi-circular fan transom. The side walls of the entry recess are wood panels and the arched ceiling is constructed of narrow wood slats. 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.

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 Steeple 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.

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.

The 1910 Portion of the Building was added to the worship space to accommodate a larger, merged congregation. It houses offices, classrooms, rest rooms, social hall and two parlors. The exterior walls are brick laid in a stretcher bond alternating eight courses of stretcher to a single course alternating headers and stretchers with beige mortar in parts, red in others. The West Elevation displays evidence of a redesign which is defined by newer bricks and mismatched gray mortar. All window sills are granite, some are painted white.

The 1910 Portion is two stories high covered by a sloping, single-plane lean-to roof on the South section and a gable roof with the ridge line running East-West on the North section.

Second-story windows are all set in slightly arched openings, with six-over-six, double-hung sash.

There are entrances on the East, North and West elevations.

The East Elevation extends a short wall from the South Elevation of the 1861 Portion. The East entrance is sheltered under a porch with shed roof supported by four posts, and with wood railing along the garden edge. The East facing porch entry from the pedestrian access ramp has a small, broken-pediment gable over it. The upper portion of the entry door is glass with a single row of side lights to the left, and a blind, semi-circular fan above. The door is flanked by a double casement window with wood trim set in a slightly arched opening. The two windows on the second story are six-over-six, double hung sash set in slightly arched openings.

On the South Elevation, four of the six windows on the first story are six-over-six, double-hung sash set in semi-circular arched openings. A triple-wide, six-paned, casement window located nearest the southeast corner is set in a slightly arched opening. The sixth window is located in a former entry

opening that has been partially walled off on the interior. The windows at this former entrance are made up of the upper part of the old door, with a stationery semi-circular topped window filling the top section. The six windows on the second floor are six-over-six, double-hung sash set in slightly arched openings. The upper southwest corner of this elevation has some areas of damage from the removal of an old fire escape. Some bricks and mortar are missing or broken, especially around windows.

On the West Elevation, the entry is accessed by a concrete ramp and a stairstep with wrought iron railings. There are seven windows on both the first and second stories. An additional window is located midway between the floors to light a stairway. This window matches the second story windows, with six-over-six, double-hung sash set in slightly arched openings. There is a single attic window, which also matches those on the second story. The first story windows are all six-over-six, double-hung sash set in semi-circular arched openings.

The North Elevation contains a single door with a semi-circular transom window. The entry is accessed by two granite steps. There are four six-over-six, double-hung sash windows set in semi-circular arched openings to the west of the door. Five second story windows are consistent on configuration with the other second story windows of the 1910 Portion.

Twenty-two (22) original windows in the 1910 Portion of the Building have been replaced with similar but modern versions as follows: East Elevation, 1910 Portion: all three (3) windows; South Elevation, 1910 Portion: all twelve (12) windows - six (6) each on the ground and the second floor; West Elevation, 1910 Portion: all seven (7) windows on the ground floor. All remaining windows on the 1910 Portion, that is, nine (9) on the North Elevation and nine (9) on the West Elevation (those above the ground floor), are believed to be original to the 1910 construction.

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.

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 A, B, C, D, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date hereof.

WHEREAS, the Baseline Documentation shall consist of the following:

- Legal Property Description attached hereto as Exhibit A;
- Newburyport Assessor's Parcel Map for Parcel 47-31 attached hereto as Exhibit B;
- Massachusetts Historical Commission Inventory Form B dated June 1999, attached hereto as Exhibit C;
- A set of twenty-three (23) photographs of the Building taken [November 2019 (12) and January 2020 (11)] attached hereto as Exhibit D.

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

WHEREAS, the Grantor, in further consideration of the grant of funds by the Newburyport Community Preservation Fund for the restoration and rehabilitation of the steeple 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 in perpetuity this Restriction over the exterior of the Building and the Property 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.
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 other act or use that may be harmful to the historic preservation of the Building or the Property.
 - c. 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. 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;
 - 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 or erected on the Property without prior approval of the Grantee, with the exception of temporary structures necessary for the maintenance, restoration or repair of the Building, including but not limited to containers for the temporary storage of construction debris, as approved by local permitting authorities;

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 2 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 except those currently in existence, 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;
 - 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.
 - c. In the event the Grantor is required by law to make improvements to the Building or Premises or is required in writing by its insurance carrier to make improvements to the Building or Premises in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements which are required by law or by insurance qualifications and which are to maintain or improve the safe operation of the Grantor's business and provision of services for its employees and visitors. Said changes or improvements shall be subject to reasonable review by the Grantee.

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 provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.
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 sixty (60) 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 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 seek 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. Arbiter shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A" 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, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government, to a local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, the preservation of buildings or sites of historical significance. 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 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 approvals following 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 this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private 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 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

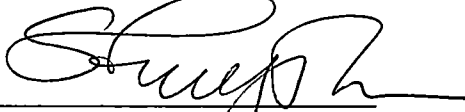
without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

29. Free Exercise of Religion: Grantor and Grantee agree that nothing herein is intended to limit the rights that Grantor may have under the First Amendment of the United States Constitution, Article 46 of the Amendments to the Massachusetts Constitution, and Article 2 of the Massachusetts Declaration of Rights. No provision of this Preservation Restriction shall impact, restrict, or restrain Grantor's right to alter, utilize and maintain the Property in keeping with its religious principles, practices or beliefs.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 12th day of December, 2020.
By:

GRANTOR:

CENTRAL CONGREGATIONAL CHURCH UCC

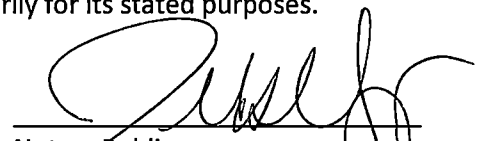
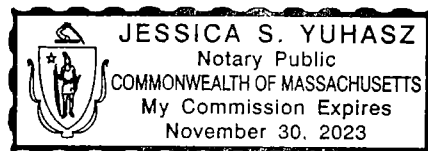



Stuart Johnson, Moderator
Central Congregational Church UCC

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

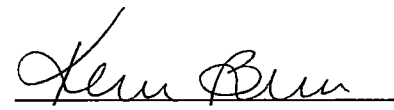
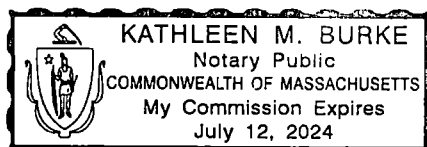
On this 12 day of December, 2020, before me, the undersigned notary public, personally appeared Stuart Johnson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.


Notary Public
My Commission Expires: 11/30/23
Carol Daigle, Treasurer
Central Congregational Church UCC

COMMONWEALTH OF MASSACHUSETTS

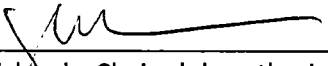
Essex, ss.

On this 12th day of December, 2020, before me, the undersigned notary public, personally appeared Carol Daigle, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.


Notary Public
My Commission Expires: 07/12/24

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

I, Glenn Richards, Chair of the Newburyport Historical Commission, hereby certify that at a meeting duly held on September 24, 2020, the Commission voted to accept the foregoing Preservation Restriction Agreement.

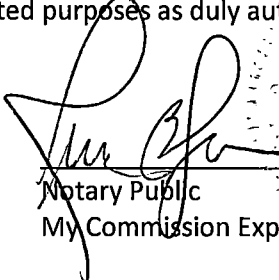


Glenn Richards, Chair, duly authorized
Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

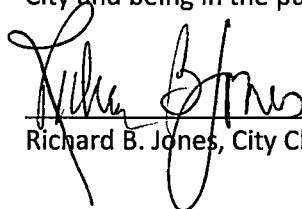
On this 22nd day of December, 2020 before me, the undersigned notary public, personally appeared Glenn Richards, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current ~~U.S. passport~~) (my personal knowledge of the identity of the principal), 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: 3/18/27

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 October 26, 2020, 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 22 day of December, 2020, 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.

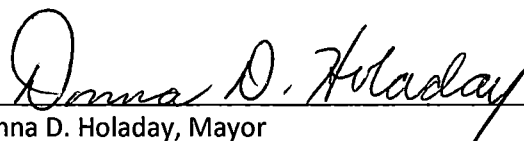


KATHLEEN SULLIVAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 17, 2027


Notary Public
My Commission Expires: 6/17/2027

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

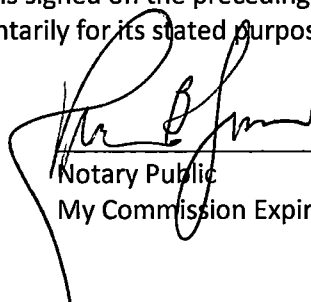
CITY OF NEWBURYPORT


Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 22nd day of December, 2020, 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: 3/18/2027

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 Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

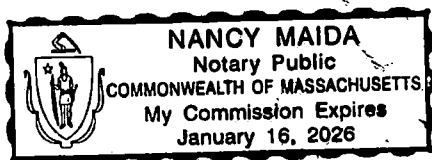
Brona Simon

Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 3rd day of February, 2020, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license) (a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.



Nancy Maida

Notary Public
My Commission Expires:



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

Exhibit A
Legal Property Description

Parcel 1

The land in said Newburyport with the church building and vestry thereon bounded and described as follows:

Viz:

Northeasterly by Pleasant Street one hundred sixty seven feet;

Southeasterly by Titcomb Street one hundred four feet;

Southwesterly by the land of the heirs of Charles C. Stockman one hundred sixty-seven and 5/10 feet; and

Northwesterly in part by land of the Young Woman's Christian Association, and in part by the land of John Cortes, (formerly land of Paul Adams) one hundred four feet.

All of said measurements being more or less.

Source: Southern Essex District Registry of Deeds, Book 2713, Page 387.

Parcel 2

The land in Newburyport with buildings thereon, bounded and described as follows, viz –

Northwesterly in part by land now or formerly of Mary C. Bridges, and in part by land of the Young Women's Christian Associations 45 feet 11 inches;

Southwesterly by land of said Association 46 feet, 3 inches;

Southeasterly by land of the Central Congregational Society, 59 feet, 10 inches; and

Northeasterly by Pleasant Street, 42 feet, 8 inches.

All of said measurements being more or less.

Source: Southern Essex District Registry of Deeds, Book 5058, Page 52.

Exhibit B

Newburyport Assessor's Map – Parcel 47-31

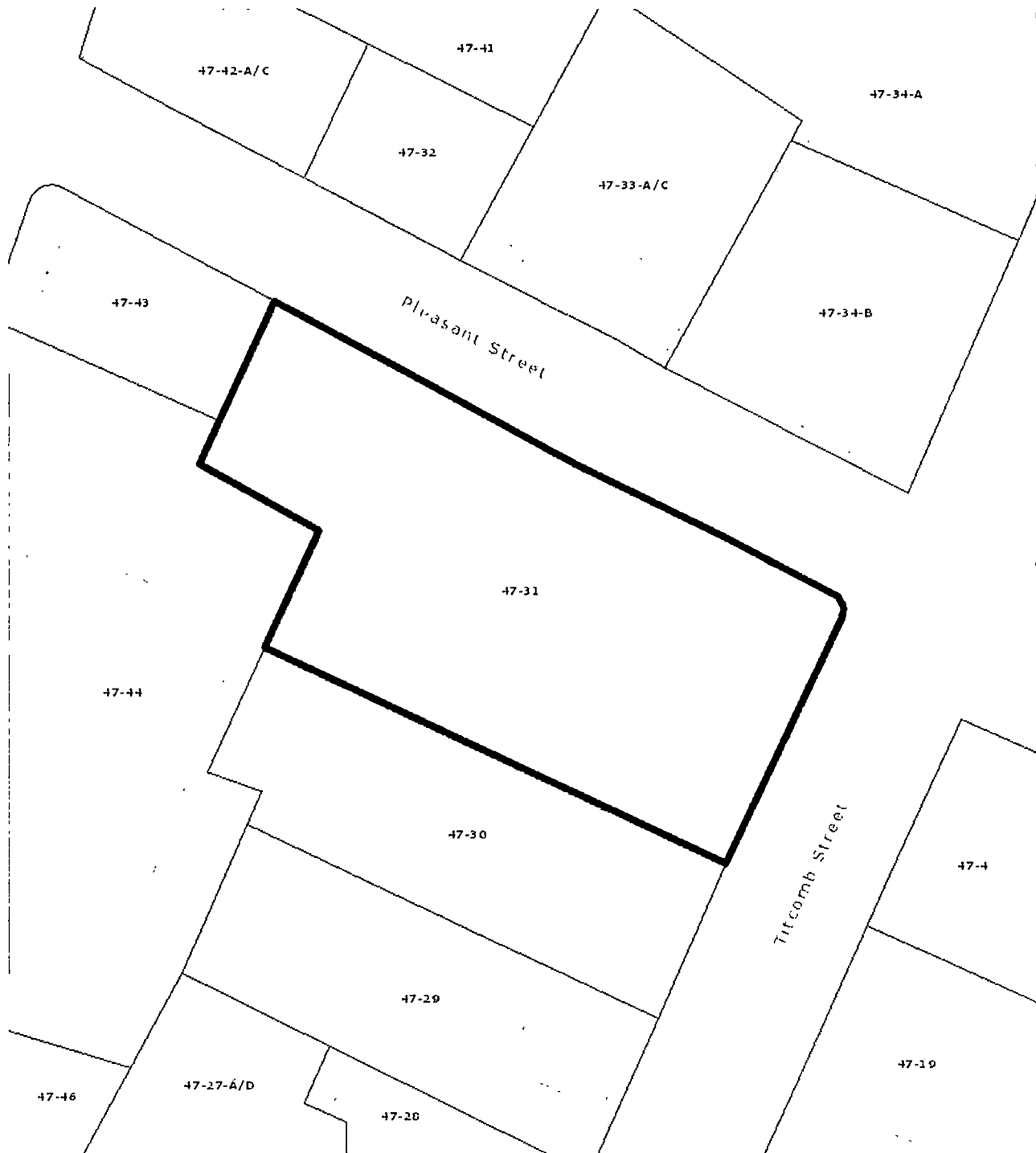


Exhibit C

Massachusetts Historical Commission Inventory Form B

FORM B - BUILDING

NRDIS 8/2/1984

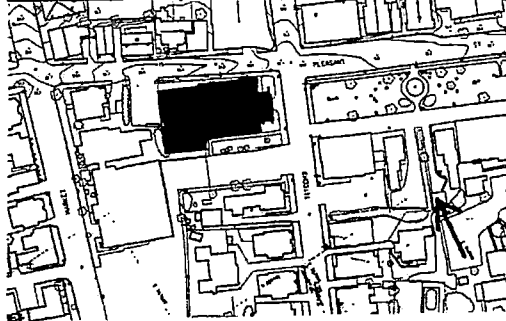
Assessor's number
47-31

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

Town
NewburyportProperty Address
14 Titcomb Street
Area(s) Form No.Massachusetts Historical Commission
Massachusetts Archives Building
220 Morrissey Boulevard
Boston, Massachusetts 02125

| | |
|---|-----|
| L | 482 |
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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.
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Massachusetts Division of Inspection. Building Inspection Plans. Card File. [Massachusetts State Archives, Boston].
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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 D
Photos

- Photo 1. East and North Elevations, 1861 Portion, January 2020
- Photo 2. North Elevation, 1861 Portion, January 2020
- Photo 3. North Elevation Window Details, 1861 Portion, January 2020
- Photo 4. North Elevations, 1861 Portion and 1910 Portion, January 2020
- Photo 5. East and North Elevations, 1861 Portion, January 2020
- Photo 6. East and North Elevations, 1861 Portion, January 2020
- Photo 7. East and North Elevations, 1861 Portion, January 2020
- Photo 8. East Elevation, 1861 Portion, January 2020
- Photo 9. East Elevation, 1861 Portion, November 2019
- Photo 10. East Elevation, 1861 Portion, November 2019
- Photo 11. East Elevation, 1861 Portion, November 2019
- Photo 12. East Elevation, 1910 Portion, and South Elevation, 1861 Portion, November 2019
- Photo 13. South Elevation, 1910 Portion, November 2019
- Photo 14. South and East Elevations, 1910 and 1861 Portions, November 2019
- Photo 15. East Elevation, 1910 Portion, South Elevation 1861 Portion, November 2019
- Photo 16. South and East Elevations, 1861 Portion, November 2019
- Photo 17. South Elevation, 1861 Portion, November 2019
- Photo 18. South Elevations, 1910 Portion and 1861 Portion, November 2019
- Photo 19. South and East Elevations, 1861 Portion, November 2019
- Photo 20. North Elevations, 1910 Portion and 1861 Portion, January 2020
- Photo 21. North Elevations, 1861 Portion and 1910 Portion, January 2020
- Photo 22. North Elevations, 1861 Portion and 1910 Portion, January 2020
- Photo 23. West Elevation, 1910 Portion, November 2019



Photo 1. East and North Elevations, 1861 Portion, January 2020



Photo 2. North Elevation, 1861 Portion, January 2020



Photo 3. North Elevation Window Details, 1861 Portion, January 2020



Photo 4. North Elevations, 1861 Portion and 1910 Portion, January 2020



Photo 5. East and North Elevations, 1861 Portion, January 2020

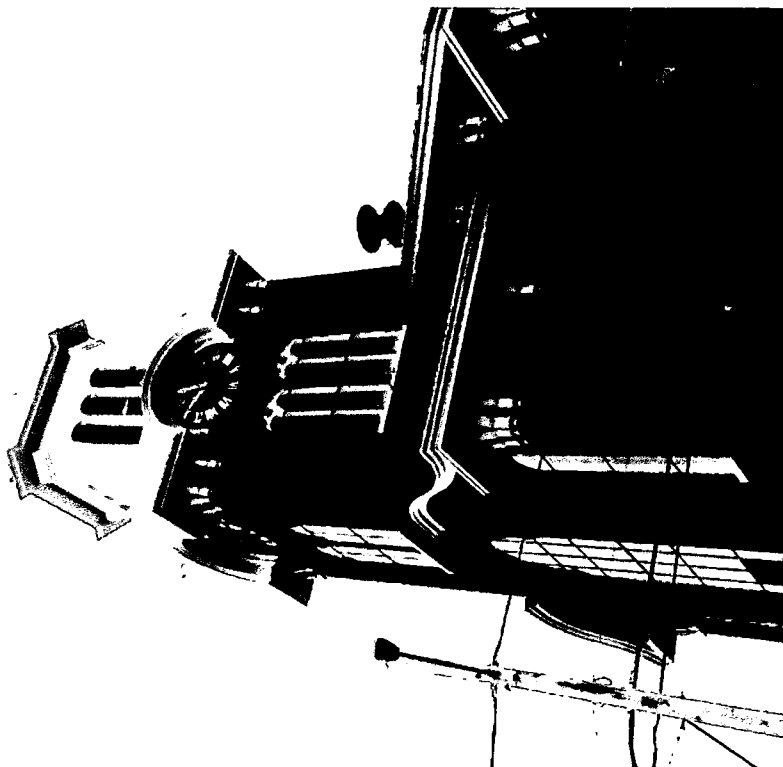


Photo 6. East and North Elevations, 1861 Portion, January 2020



Photo 7. East and North Elevations, 1861 Portion, January 2020



Photo 8. East Elevation, 1861 Portion, January 2020



Photo 9. East Elevation, 1861 Portion, November 2019

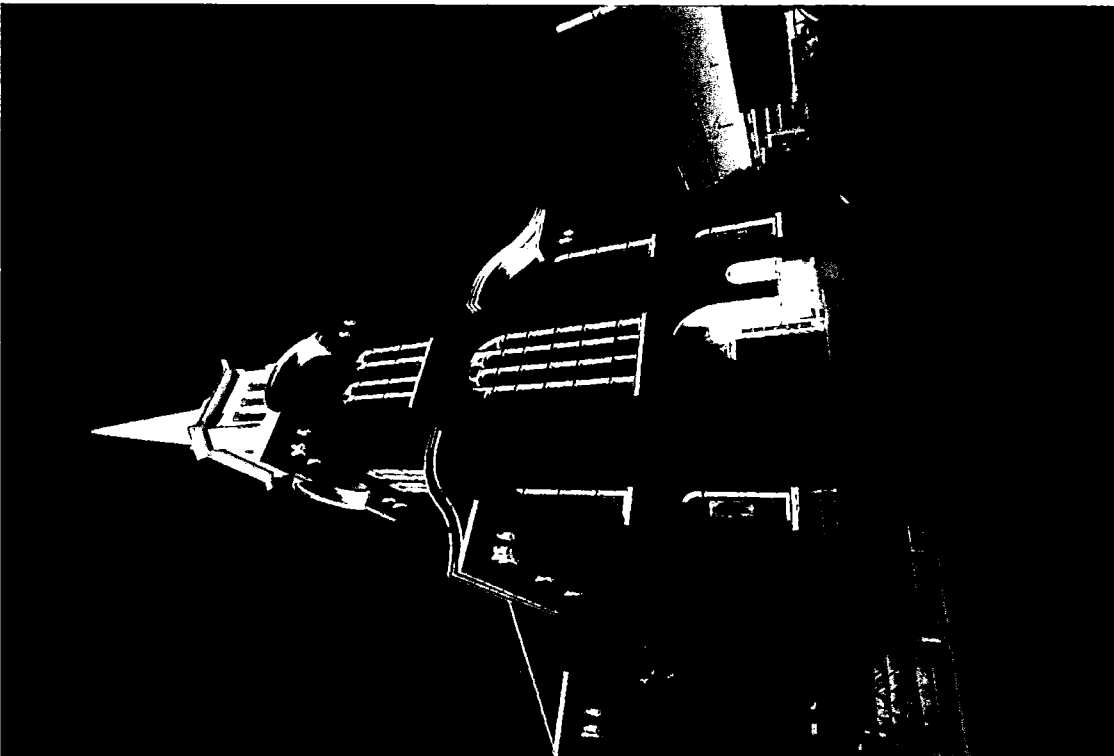


Photo 10. East Elevation, 1861 Portion, November 2019

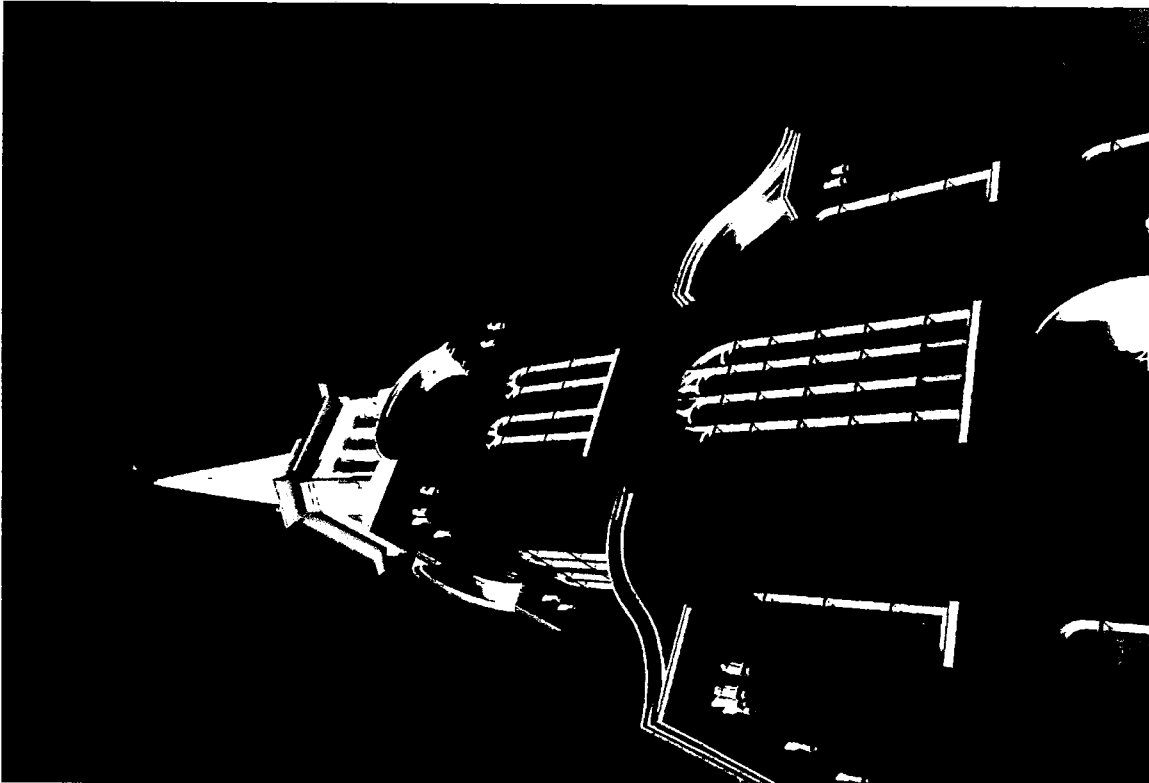


Photo 11. East Elevation, 1861 Portion, November 2019

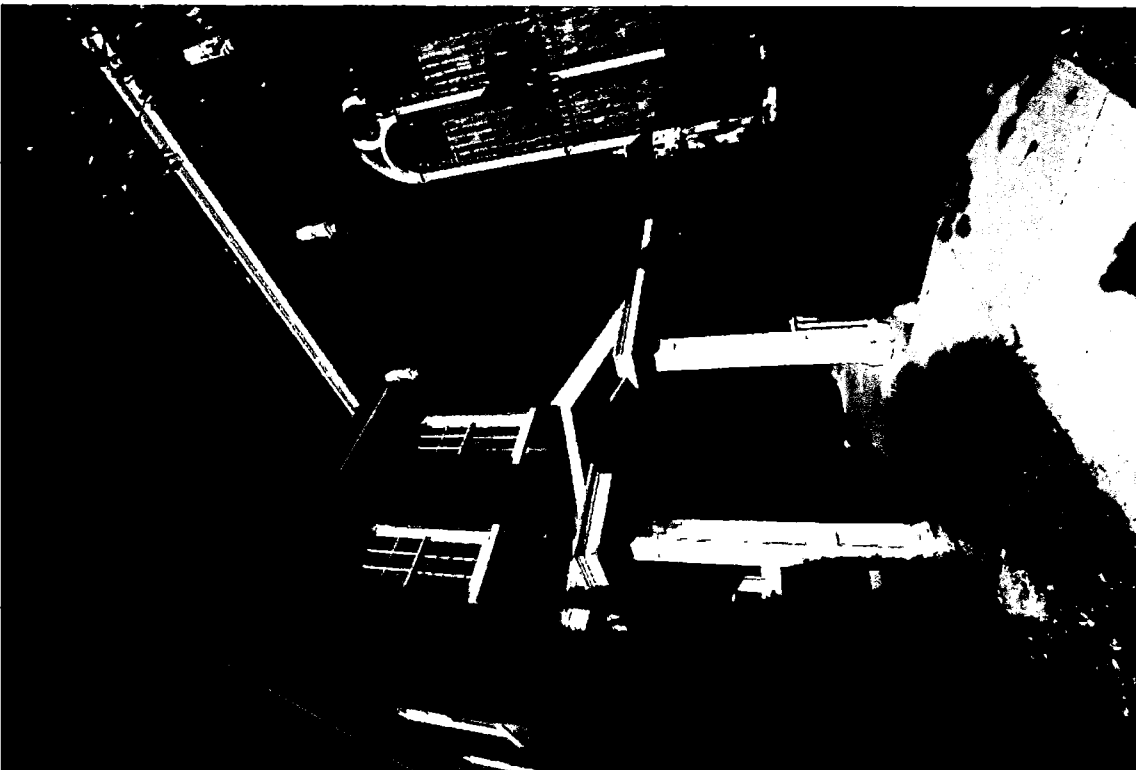


Photo 12. East Elevation, 1910 Portion and South Elevation, 1861 Portion, November 2019



Photo 13. South Elevation, 1910 Portion, November 2019

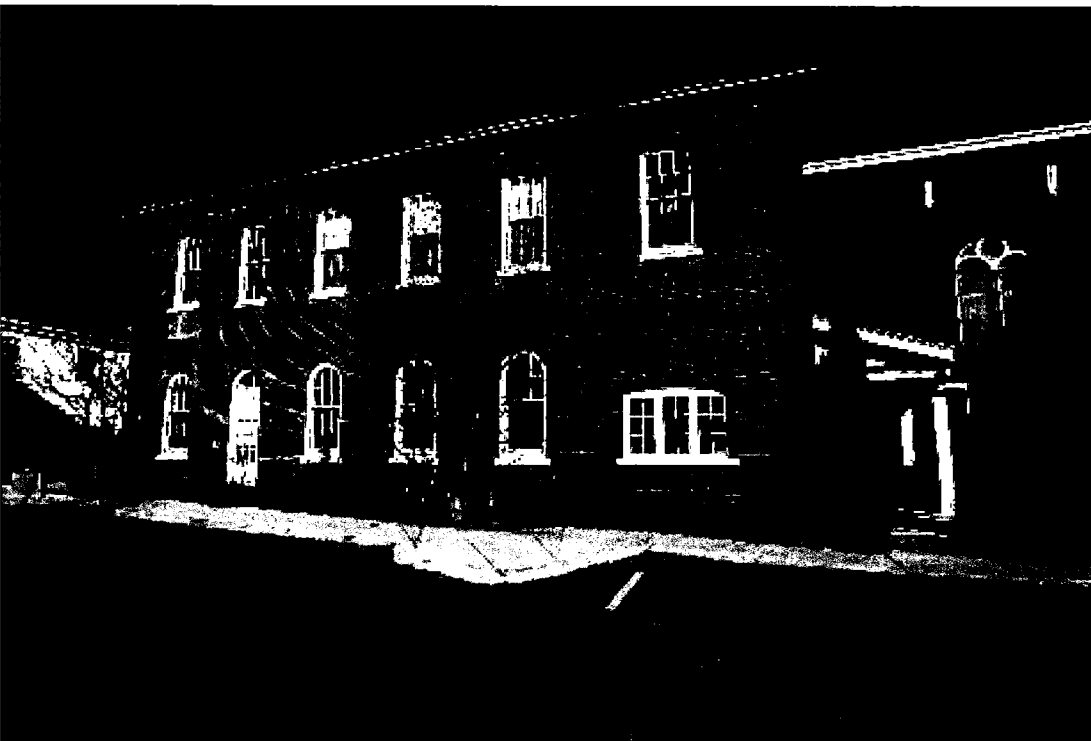


Photo 14. South Elevations, 1910 Portion and 1861 Portion, November 2019



Photo 15. East Elevation, 1910 Portion, South Elevation 1861 Portion, November 2019



Photo 16. South and East Elevations, 1861 Portion, November 2019



Photo 17. South Elevation, 1861 Portion, November 2019

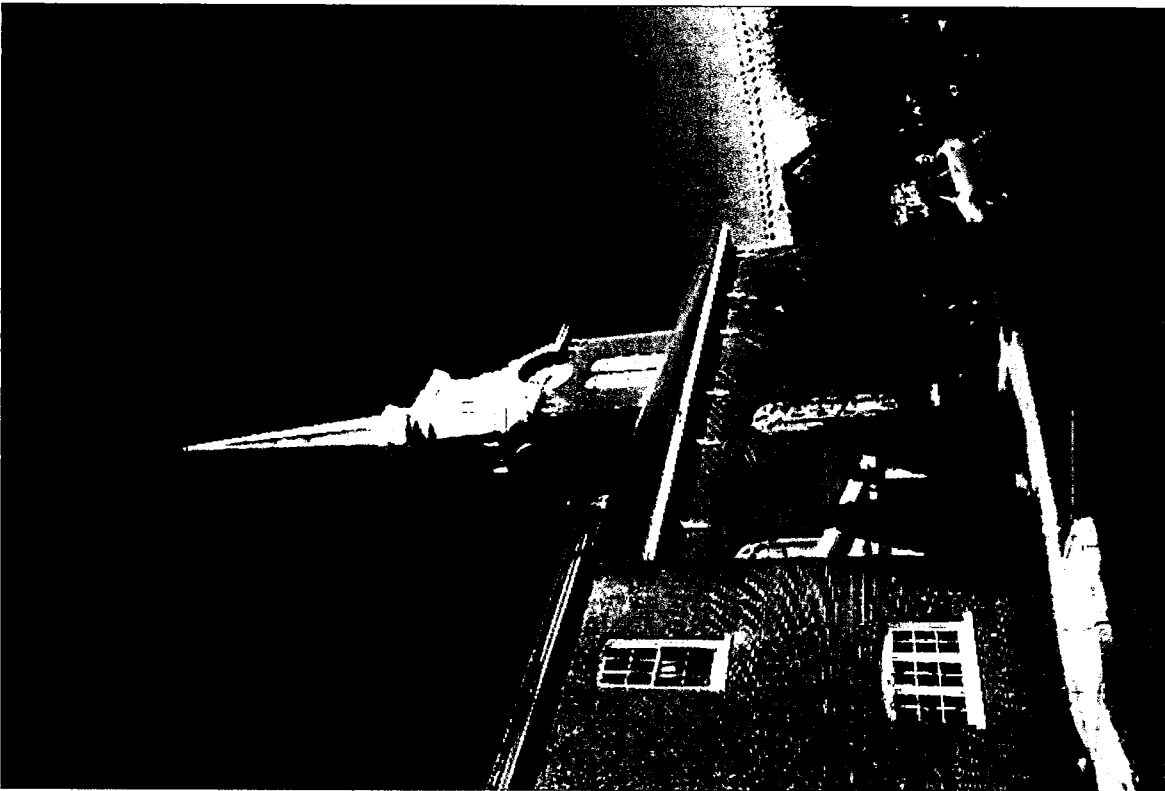


Photo 18. South Elevations, 1910 Portion and 1861 Portion, November 2019

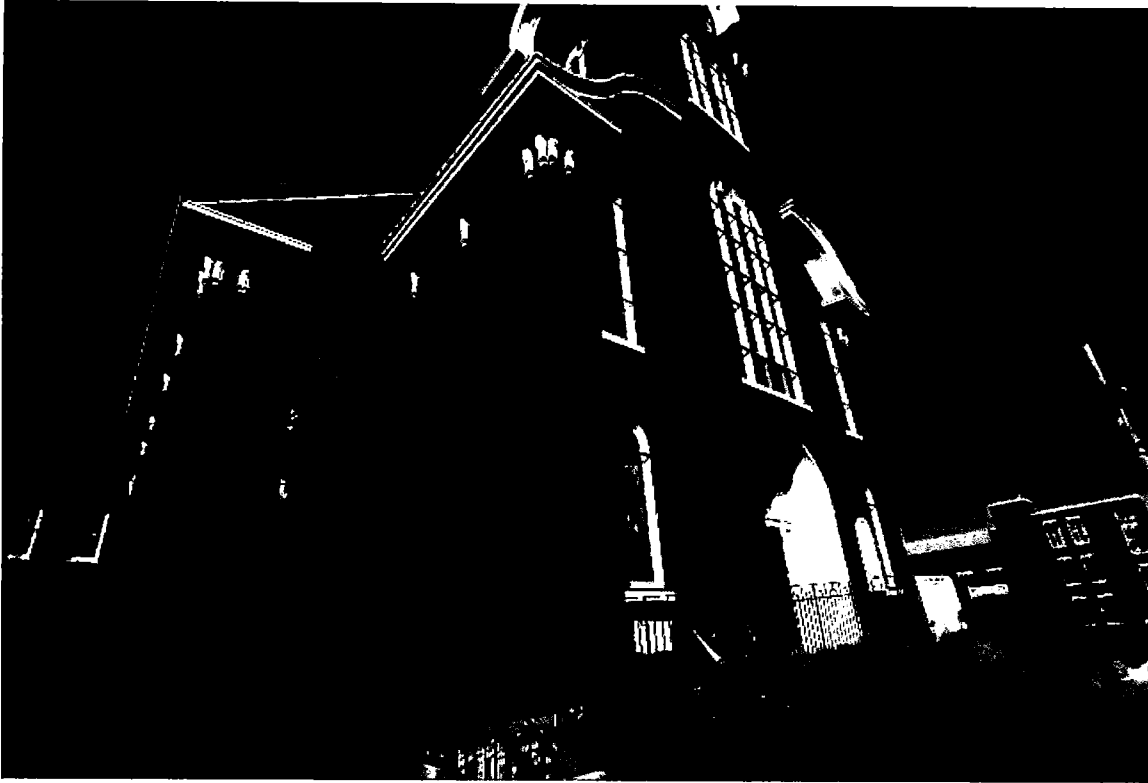


Photo 19. South and East Elevations, 1861 Portion, November 2019



Photo 20. North Elevations, 1910 Portion and 1861 Portion, January 2020



Photo 21. North Elevations, 1861 Portion and 1910 Portion, January 2020



Photo 22. North Elevations, 1861 Portion and 1910 Portion, January 2020



Photo 23. West Elevation, 1910 Portion, November 2019

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 deal with alterations to the Property. 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; ground disturbance affecting archeological resources.

Heating/Air Conditioning/Electrical/Plumbing Systems

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. 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.

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 Building, 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.