

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

MAR 29 AM 11:44

City of Newburyport Planning Board  
Application for a SPECIAL PERMIT

Petitioner: John M. Heydon

Address: 2 BECK ST, NEWBURYPORT, MA 01950

Phone: ~~(617) 901-2139~~ cell: (617) 513-4650

Owner: John M. Heydon DEBORA S. PARE

Address: 2 BECK ST, NEWBURYPORT MA 01950

Phone: (617) 901-2139 / (617) 513-4650 Years owned land: 7

Site Address: 2 BECK STREET, NEWBURYPORT MA 01950

Assessor's Map and Lot(s): 19-49-B Zoning District: R2-F50D

Book and Page #: South ESSEX DISTRICT REGISTRY  
of DEEDS AT BOOK 21418 page 135 or Certificate of Title: \_\_\_\_\_

Ordinance section where relief is being requested:

- |  |   |
|--|---|
| <input type="checkbox"/> One residential structure per lot (VI.C)          | <input type="checkbox"/> Courts and Lanes (XXIII)                           |
| <input type="checkbox"/> Floodplain (XIII)                                 | <input type="checkbox"/> Waterfront West Overlay District (XXIV)            |
| <input type="checkbox"/> Open Space Residential Development (XIV)          | <input type="checkbox"/> Towle Complex Redevelopment Overlay District (XXV) |
| <input type="checkbox"/> Water Resource Protection District (XIX)          | <input checked="" type="checkbox"/> Downtown Overlay District (XXVII)       |
| <input checked="" type="checkbox"/> Federal Street Overlay District (XXII) |   |

Describe the Special Permit request:

SEE ATTACHED MEMO - REPAIR EXISTING ROOF DECK RAILING

Petitioner and Landowner signature(s):

Every application for a Special Permit shall be made on this form, which is the official form of the Planning Board. It shall be the responsibility of the petitioner to furnish all supporting documentation with this application. The dated copy of this application received by the City Clerk or Office of Planning and Development does not absolve the applicant from this responsibility. Failure to comply with application requirements as cited herein may result in the Planning Board dismissing the application as incomplete.

Signature of petitioner/owner: 

Print name(s) here: John M. Heydon

OFFICE OF THE BUILDING COMMISSIONER/ZONING CODE ENFORCEMENT OFFICER

ZONING DENIAL

City APR#: 7a

Name: John Laynon / Bayfield Builders

Address: 2 Beck St. Zoning District: R-III (F300)

Request: Remove AND Replace Existing Balusters AND Trim on Existing Bell Tower. (NOTE: Preservation)

ZONING BOARD Restriction in Place

Dimensional Variance

- Dimensional Controls (VI), PIOD (XXI), Parking (VII), Lot Area, Lot Coverage, FAR, Lot Frontage, Open Space, 2 1/2 stories, Front Yard, Height, Side Yard, Lot Width, Rear Yard

Use Variance

- Not permitted use (V), Sign Location/Replacement (VIII)

Special Permit

- Special Permit for Use (V.D), Spacing (VI.D), In-Law Apartment (XIIA), Bonus Provisions for Multifamily Developments (XVI), Personal Wireless Communication Services (XX), Demolition Control Overlay District (XXVIII), Wind Energy Conversion Facilities (XXVI)

Special Permit for Non-Conformities

- Extension or Alteration (IX.B.2), Over 500 s.f. increase (IX.B.3.c), Plum Island Overlay District (XXI-G-3), Parking, Rear Yard, Upward Extension, Lot Coverage, Open Space, Side Yard, Height, Lot Frontage, Lot Area, Front Yard, FAR, Footprint Expansion, Height Increase

PLANNING BOARD

Special Permit

- One residential structure per lot (VI.C), Courts and Lanes (XXIII), Floodplain (XIII), Waterfront West Overlay District (XXIV), Open Space Residential Development (XIV), Towle Complex Redev. Overlay District (XXV), Water Resource Protection District (XIX), Downtown Overlay District (XXVII), Federal Street Overlay District (XXII)

Site Plan Review (XV)

- Major, Minor

CITY COUNCIL

- GACM (X.H.9), Other:

CONSERVATION COMMISSION

HISTORICAL COMMISSION - Demolition Delay

10/10/17 Date

Building Commissioner/Zoning Code Enf Officer

CURRENT OWNER	TOPO.	UTILITIES	STRT./ROAD	LOCATION	DESCRIPTION	CURRENT ASSESSMENT	ASSESSED VALUE
LEYDON JOHN M DEBRA S PARE VE 2 BECK ST NEWBURYPORT, MA 01950 Additional Owners:					RESIDENTL	Code 1021	955,600
SUPPLEMENTAL DATA							
Other ID: 19-49-A/B					CONDO CV: FV06		
SUB-DIV					INLAW Y/N:		
PHOTO					LOT SPLIT:		
WARD					40B HSNB:		
FILE #:							
ATT 1/2 HSE:							
GIS ID: M 251877_951081					ASSOC PID#		



RECORD OF OWNERSHIP	BR/VOL/PAGE	SALE DATE	Q/R	W/I	SALE PRICE	V.C.	Yr. Code	Assessed Value	Yr. Code	Assessed Value	Yr. Code	Assessed Value
LEYDON JOHN M	29968/0108	11/15/2010	Q	1	699,900.00	00	2018	1021	955,600	2017	1021	818,200
BAGLEY RICHARD	22596/0398	04/01/2004	Q	1	950,000.00	00						
PERSON DOLORES J TRUSTEE	22596/0356	04/01/2004	U	1	950,000.00	IP						
<b>Total:</b> 955,600												
<b>PREVIOUS ASSESSMENTS (HISTORY)</b>												
<b>Total:</b> 818,200												
<b>Total:</b> 772,800												

EXEMPTIONS	Description	Amount	Code	Description	Number	Amount	Comm. Int.
<b>ASSESSING NEIGHBORHOOD</b>							
NBHD/SUB	NBHD Name	Street Index Name	Tracing	Batch			
0/A							
<b>NOTES</b>							
CONVERTED TO CONDO FV06							
UNIT 2							
BRICK							
PREV. CATH. CHURCH							
7/10 FOR SALE @ \$759,000							
FUNC=LAYOUT							

OTHER ASSESSMENTS	Description	Amount	Code	Description	Number	Amount	Comm. Int.
<b>APPRAISED VALUE SUMMARY</b>							
Appraised Bldg. Value (Card) 952,300							
Appraised XF (B) Value (Bldg) 3,300							
Appraised OB (L) Value (Bldg) 0							
Appraised Land Value (Bldg) 0							
Special Land Value 0							
Total Appraised Parcel Value 955,600							
Valuation Method: C							
Adjustment: 0							
Net Total Appraised Parcel Value 955,600							

BUILDING PERMIT RECORD	Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result
	2017-022	01/17/2017	RE	Remodel	15,000	07/29/2009	100	07/01/2009	FAMILY ROOM/GYM	06/22/2017			DG	50	Building Permit
	A/R 09-38	02/25/2009	RS	Residential	8,200		100		CONSTRUCT ATTIC	07/29/2009			CN	02	Measur+2Visits
	AR86-4/05	04/07/2005	RS	Residential	25,250		100		CONVERT 2ND FL OP	10/17/2007			PR	02	Measur+2Visits

LAND LINE VALUATION SECTION	B Use Code	Use Description	Zone	D Front	Depth	Units	Unit Price	I. Factor	S.A. Disc	Acre	G. Factor	ST. Ldx	Adj.	Notes-Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
	1	CONDO	R3			0 SF	0.00	1.00000	1.00000	1.00	1.00	0.00				.00	0.00	0
<b>Total Card Land Units: 0.00 AC Parcel Total Land Area: 0 AC</b>																		
<b>Total Land Value: 0</b>																		

John M Leydon (property owner)  
2 Beck St  
Newburyport, MA 01950

March 29, 2018

RE: Special Permit Requirements Memorandum – 2 Beck Street Tower Railing Repairs

**Project Description & Background Information:**

In July of 2003 the City of Newburyport amended zoning requirements for the Federal Street Overlay District and placed a “Grant of Preservation Restriction” on the former Saint Louis deGonzague (the “Church”) with the intention of preserving historically significant characteristics of the property, which was subsequently converted into a 2-unit condominium. The existing railing system. One such distinctive feature of the property that is thought to be historically significant is railing system on the former bell tower. That railing system is presently in a state of disrepair that will if left unchecked, present a hazard to pedestrians on sidewalks below and loss of the historical features and period detail that the “Grant of Preservation Restriction” sought to preserve.

The intention of the home owners is honor the historical significance of the tower railing system by implementing a remediation plan that is both in keeping with historic preservation goals and an enduring practical solution. Working in consultation with Jon Steeves of Byfield Builders, the owners have concluded that a repair and replace strategy offers the most practical solution. Under this approach the existing footprint of and characteristics will be repaired if practical or replace with materials that maintain historical features that the community seek to preserve. The obvious challenge for the project will be the replacement of certain balusters that are cracked, split and rotten. To the extent suitable replacement balusters can sourced from resellers of salvaged materials the intention would be to use “old wood” to repair the railing system. In the absence of that option, it is the owners’ intention to match the existing balusters with an engineered material capable of withstanding the ravages of salt air and New England winters. The railing system repair project does not contemplate any changes to the system appearance or features that would be visible from street level or abutters.

Pursuant to M.G.L.s Ch. 40A Section 6 and the City’s Zoning Ordinance Section X.H.7 Special Permits, the following special permit requirements are addressed below:

- a) Ordinance pertaining to the special permit applications: please refer to Exhibit II which is a copy of the “Grant of Preservation Restrictions” pertaining to the Church.
- b) There is no change in the requested use of the property. Repair and replace only.

- c) The request will not result in undue traffic congestion or unduly impair pedestrian safety.
- d) N/A - Repair and replace only.
- e) The request is compliant with the Grant of Preservation Restrictions.
- f) N/A – repair and replace only.
- g) N/A – repair and replace only.
- h) The request is compliant with the Grant of Preservation Restrictions.
- i) N/A – repair and replace only.

#### Exhibits

The following is a list of exhibit to be incorporated into this special permit application:

- Exhibit I – Zoning department denial form issued by the building department
- Exhibit II - “Grant of Preservation Restrictions” pertaining to the Church.
- Exhibit III – Assessors card
- Exhibit IV – Representations pertaining to existing and proposed conditions of the property including photographs and other supplemental information.
- Exhibit V – copies of filing fees that accompanied the special permit application

## GRANT OF PRESERVATION RESTRICTION

Dolores J. Person and Karen J. Clarke, Trustees of the Saint Louis Realty Trust, w/d/t dated July 31, 2003 and recorded with the South Essex District Registry of Deeds at Book 21418, Page 135, (hereinafter referred to as "Grantor"), acting pursuant to sections 31, 32 and 33 of chapter 184 of the General Laws of Massachusetts, does hereby grant to the City of Newburyport, Essex County, Massachusetts, a municipal corporation having its usual place of business at 60 Pleasant Street, Newburyport, Massachusetts 01950 (hereinafter referred to as the "Grantee"), in perpetuity and exclusively for preservation purposes, the following described preservation restriction on land located at Federal Street in the City of Newburyport, Massachusetts and described in a Deed dated July 31, 2003 and recorded with the said Registry at Book 21418, Page 140 (hereinafter referred to as the "Premises").

### I. Purposes

The Grantee, acting under authority of the General Laws chapter 40A, section 5, has enacted an amendment to the City of Newburyport Zoning Code establishing the Federal Street Overlay District, in part to preserve and enhance the significant historic characteristics exhibited in the former Saint Louis deGonzague Church (hereinafter referred to as the "Church") located on the Premises. The Grantor has applied for a Special Permit for the development of the property within the overlay district and including the Premises, and consistent with the overlay district zoning amendment, intends by this document to grant a Preservation Restriction relative to the Premises.

### II. Binding Effect, Restrictions, Exceptions thereto and Permitted Uses

#### A. Binding Effect

The Grantor covenants that the premises will at all times be held, used and conveyed subject to and not used in violation of the following restrictions which shall run with the property in perpetuity.

#### B. Restrictions Affecting the Church

1. Use. Use of the Church shall be restricted to single family or two family use.
2. Preservation of Architectural Elements. Except for the alterations clearly of a minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the premises or those required by casualty or deterioration, the following elements shall not be removed or altered:

Exterior:

- a. Fenestration pattern;
- b. Decorative trim elements;
- c. Existing steeple base; and
- d. Front doorway on Federal Street.

Interior:

- a. Mezzanine level woodwork shall be preserved to the extent that reasonable reuse of the property shall permit. This provision shall be a guideline only and shall not be subject to enforcement hereunder.

C. Restrictions Affecting the Premises Generally

1. To the extent that removal or alteration of the elements in II B. 2 above may be necessitated due to deterioration or casualty, all required work shall be undertaken using the 1995 Rehabilitation Standards for the Treatment of Historic Properties of the United States Department of the Interior which are incorporated herein by reference.

D. Exceptions to Restrictions

Nothing in this restriction shall be deemed to limit Grantor's continued use of the premises for residential use nor shall this restriction prohibit maintenance, repairs, and alterations clearly of a minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the premises. For purposes of providing definition to minor repairs, maintenance and alterations, reference is made to Restriction Guidelines attached hereto, which the Grantor and Grantee intend as illustrative of such minor maintenance, repairs and alterations. Grantor agrees to assume the total cost of continued maintenance, repair and administration of the premises so as to preserve the characteristics which contribute to the architectural and historical integrity of the premises. The Grantee does not assume any obligation for maintaining, repairing or administering the premises.

III. Legal Remedies of the Grantee

A. Legal and Injunctive relief

The rights hereby granted shall include the right in the Grantee to enforce this Preservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the property to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in

V. Subsequent Transfers

The Grantor shall incorporate by reference the terms of this Preservation Restriction in any Deed or other legal instrument by which it divests itself of any interest in all or a portion of the property. The Grantor shall notify the Grantee in writing if it conveys the property, or any portion thereof or interest therein (including a Lease). Nevertheless, a failure to do so shall not nullify such conveyance.

VI. Estoppel Certificates

Upon the request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in the Preservation Restriction.

VII. Effective Date

This Preservation Restriction shall be effective when the Grantor and Grantee have executed it, the administrative approvals required by section 32 of chapter 184 of the General Laws have been obtained, and it has been recorded, or if it is registered land, it has been registered in the Essex South District Registry of Deeds.

VIII. General Provisions

A. Controlling Law

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

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Preservation Restriction shall be liberally construed in favor of the grant to affect the purposes of this Preservation Restriction and the policy and purposes of Grantee. If any provisions instrument is found to be ambiguous, an interpretation consistent with the purpose of this Preservation Restriction that would render the provision valid shall be favored over any interpretation that render it invalid.

C. Severability

If any provision of this Preservation Restriction or the application thereof to any person or circumstances found to be invalid, the remainder of the provisions of this Preservation Restriction shall not be effected thereby.



D. Entire Agreement

This Agreement sets forth the entire agreement of the parties with respect to the Preservation Restriction and supercedes all prior discussions, negotiations, understandings or agreements relating to the Preservation Restriction, all of which are merged herein.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2003

\_\_\_\_\_  
Dolores J. Person, Trustee

\_\_\_\_\_  
Karen J. Clarke, Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

2003

Then personally appeared the above named Dolores J. Person and Karen J. Clarke, Trustees as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the Saint Louis Realty Trust, before me

\_\_\_\_\_  
Notary Public  
My commission expires:

DOCUMENT APPROVAL BY MAYOR

I, the undersigned, being the duly elected Mayor of the City of Newburyport accept on behalf of the City of Newburyport, the foregoing Historic Preservation Restriction pursuant to the Massachusetts General Laws Chapter 184 section 32.

\_\_\_\_\_  
Alan Lavender, Mayor

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

2003

Then personally appeared the above named Alan Lavender and acknowledged the foregoing instrument to be his voluntary act and deed, before me

\_\_\_\_\_  
Notary Public  
My commission expires:

**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**

The undersigned hereby certifies that the foregoing Preservation Restrictions have been approved pursuant to the Massachusetts General laws chapter 184, section 32

Massachusetts Historical Commission by:

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

2003

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her voluntary act and deed, before me

\_\_\_\_\_  
Notary Public  
My commission expires:

## RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify section II.D of the terms of the Preservation Restriction, which deals with maintenance and repairs to the premises.

In an effort to explain what constitutes a minor repair or maintenance, the following list has been developed. By no means is this list comprehensive, it is only a sampling of some of the more common scenarios, which may be contemplated by building owners.

### WINDOWS AND DOORS

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

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

### EXTERIOR

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

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

### LANDSCAPING / OUTBUILDINGS

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

Major- Moving or subdividing buildings or property, altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting architectural resources.

Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement. ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Arnold Oyola

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph A. Stand

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christian Michael Ulm

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

9/10/17  
Date

  
Debra Sue Pare

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Anthony Gilstrap

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rangarajan Krishnamurthi

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas Fisk

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

From: Patrick Phelan [phelanpj@gmail.com](mailto:phelanpj@gmail.com)  
Subject: Re: Condominium Roof Deck  
Date: Sep 25, 2017, 9:50:15 PM  
To: John Leydon [jleydon2013@gmail.com](mailto:jleydon2013@gmail.com)

Hi John,

Thanks for the email. Yes, this is completely fine with Sue and I.

Thanks,  
Pat

On Sep 25, 2017, at 9:00 PM, John Leydon <[jleydon2013@gmail.com](mailto:jleydon2013@gmail.com)> wrote:

Hi Pat,

Deb and I plan to present the city with a proposal for repairing the roof deck, which is currently in a state of disrepair. Our plan is to use a well qualified contractor, Jon Steeves, who both insured and experienced in historic preservation projects. We intend, to the extent possible, make a like kind replacements / repairs with similar materials. In order to proceed with



the permitting process we will need approval from you, as a trustee our condominium trust.

Please review and send an email indicating your approval.

Thanks  
John

Sent from my iPhone

Bank of America

DEBRA S PARE  
JOHN M LEYDON  
2 BECK ST  
NEWBURYPORT, MA 01950-2916

1355  
53-13/110 MA  
26574

3/29/19 Date

Pay City of Newburyport \$ 350  
to the order of  
THREE HUNDRED FIFTY Dollars

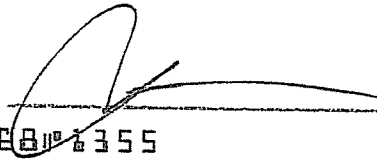
Inland Checks

Photo Safe Deposit Details on back

Bank of America

ACH R/T 011000138

Memo Publication fee



⑆0⑆1000⑆38⑆0000⑆585⑆1068⑆⑆355

Bank of America

DEBRA S PARE  
JOHN M LEYDON  
2 BECK ST  
NEWBURYPORT, MA 01950-2916

1354  
53-13/110 MA  
26574

3/29/19 Date

Pay City of Newburyport \$ 200  
to the order of  
TWO HUNDRED Dollars

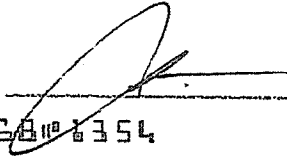
Inland Checks

Photo Safe Deposit Details on back

Bank of America

ACH R/T 011000138

Memo Admin Fee



⑆0⑆1000⑆38⑆0000⑆585⑆1068⑆⑆354











