

City of Newburyport Zoning Board of Appeals
Application for a VARIANCE

Petitioner: Plum Island LLC, c/o Lisa Mead, Mead, Talerman & Costa, LLC

Mailing Address: 30 Green Street, Newburyport MA 01950

Phone: 9784637700 Email: lisa@mtclawyers.com

Property Address: 79 Parker Street

Map and Lot(s): 78-7 and 78-3 Zoning District: I-1-B

Book and Page(s): 36010/174

Owner(s) Name: Plum Island LLC

Mailing Address (if different): 79 Parker Street, Newburyport MA 01950

The petitioner is requesting a Variance from section(s):

- Use Regulations (V)
- Parking (VII)
- PIOD (XXI)
 - FAR
 - 2 ½ stories
 - Footprint expansion
- Dimensional Controls (VI)
 - Lot Area
 - Open Space
 - Lot Coverage
 - Height
 - Frontage
 - Front Yard
 - Side Yard
 - Rear Yard
 - Lot Width
- Other: Parking

Request:

To construct light industrial building and include tap room with food service (Use 501) therein, include entertainment use (Use 407)and meeting space (Use 421) on the property, requires side setback relief for light industrial building, relief for required parking spaces distance from use on site.

	Existing	Proposed
Ground Floor Square Feet	see attached	see attached
Number of Floors	see attached	see attached
Total Square Feet	see attached	see attached
Use	see attached	see attached

City of Newburyport Zoning Board of Appeals
Application for a VARIANCE

	Existing Dimensional Controls	Proposed Dimensional Controls	Required Dimensional Controls
Lot Area	173,585	see attached	see attached
Frontage	504.71	see attached	see attached
Height	26.6	see attached	see attached
Lot Coverage (%)	2.3	see attached	see attached
Open Space (%)	NA	see attached	see attached
Front Setback	48.6	see attached	see attached
Side A Setback	30.5	see attached	see attached
Side B Setback	greater than 100	see attached	see attached
Rear Setback	261	see attached	see attached
Parking Spaces	10+/-	see attached	see attached
FAR*	NA	NA	NA

*FAR is only applicable in the Plum Island Overlay District (PIOD).

Any advice, opinion, or information given by any board member or any other official or employee of the City of Newburyport shall not be binding on the Zoning Board of Appeals. Every application for a Variance shall be made on this form, which is the official form of the ZBA. 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 Planning Office does not absolve the petitioner from this responsibility. The petitioner shall be responsible for all expenses for the filing, publishing, and legal notification. Failure to comply with the application requirements, as cited herein and in the Zoning Board Rules and Regulations may result in a dismissal of this application as incomplete.

Petitioner's and Owner's signature(s):

David A. Cowie

**City of Newburyport Zoning Board of Appeals
Application for a SPECIAL PERMIT**

Petitioner: Plum Island, LLC, c/o Lisa Mead, Esq.

Mailing Address: 30 Green Street, Newburyport MA 01950

Phone: 978 463 7700 Email: Lisa@MTClawyers.com

Property Address: 79 Parker Street

Map and Lot(s): Map 78 Lots 7 and 3 Zoning District: I-1-B

Book and Page(s): 36010 / 174

Owner(s) Name: Plum Island, LLC

Mailing Address (if different): 79 Parker Street, Newburyport, MA 01950

The applicant is requesting a Special Permit under section(s):

- Special Permit for Use (V.D) – Use # 604
- Spacing (VI.D)
- In-Law Apartment (XIIA)
- Bonus Provisions for Multifamily Developments (XVI)
- Personal Wireless Communication Services (XX)
- Wind Energy Conversion Facilities (XXVI)
- Other _____

Description of request:

Accessory Retail use in light industrial building/brewery.

Any advice, opinion, or information given by any board member or any other official or employee of the City of Newburyport shall not be binding on the Zoning Board of Appeals. 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 Planning Office does not absolve the petitioner from this responsibility. The petitioner shall be responsible for all expenses for the filing, publication, and legal notification. Failure to comply with the application requirements, as cited herein and in the Zoning Board Rules and Regulations may result in a dismissal by the ZBA of this application as incomplete.

Petitioner's and Owner's signature(s):

David A. Cowie



Mead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950
Phone 978.463.7700
Fax 978.463.7747

www.mtclawyers.com

July 30, 2018

By Hand

Ed Ramsdell, Chair
Zoning Board of Appeals
City of Newburyport
City Hall
60 Pleasant Street
Newburyport, Massachusetts 01950

Re: Variance and Special Permit for Use:
79 Parker Street¹, Newburyport, MA (the "Property");
Assessor's Map: 78 Lots 3 and 7

Dear Chair and Members of the Board;

Reference is made to the above-captioned matter. In that connection, this firm represents Plum Island LLC the owner of 79 Parker Street (the "Petitioner"), relative to the construction of a light manufacturing facility with ancillary / related restaurant and entertainment use (Brewery with Tap Room with Accessory Retail) in the new light industrial building. In the exiting residential structure with proposed addition - professional office space and meeting space. In the new barn building a function hall and entertainment space all located in the I1B zoning District. The Property currently includes a house and barn. The barn, later built, will be removed and a new structure built. The house will be renovated as noted on the plans and a light manufacturing facility with ancillary restaurant use will be added.

The Property consists of approximately 173,585 square feet of land with 504.71 feet of frontage on Parker Street. The lot with the proposed uses and structures meets all of the dimensional requirements of the Newburyport Zoning Ordinance ("NZO") for the most intense use of the Property². The Petitioner is providing 68 Parking Spaces on parcel 3 the Property and 16 spaces on the adjacent parcel 7 of the Property together known as 79 and 79A Parker Street all owned by the Petitioner pursuant to section VII-A(1) of the NZO. In addition, the Petitioner is providing 24 parking spaces on the adjacent property, 77 Parker Street, also owned by the Petitioner, pursuant to a lease. There will be a total of 108 spaces provided for the project. The Petitioner will be seeking a variance for the distance of the parking spaces on 77 Parker Street to the main use on the Property.

To proceed with the Project, Petitioners will require:

1. A Variance for food service in the Tap Room and accompanying entertainment (Restaurant / Entertainment Club - Uses 407 and 501) in the light industrial building.
2. A Variance for Entertainment / Meeting Space / Function Hall – Uses 407 and 421 in the barn area.

¹ Please note, , 79 Parker Street is made up of two parcels, parcel 3 and 7 on Map 78.

² Please see attached plan with Zoning Tables.

Millis Office

730 Main Street, Suite 1F
Millis, MA 02054
Phone 508.376.8400

3. A Variance for side line setback for the light manufacturing building.
4. A Special Permit for Accessory Retail Use 604 in the light manufacturing building.
5. A Variance for the additional parking on 77 Parker Street being in excess of 300 feet from the use on the Property.

The Petitioner will also be applying for a Special Permit for Professional Office in the I1B and Major Site Plan Review from the Planning Board and an Order of Conditions from the Conservation Commission. The Petitioner has received approval from the Newburyport Historic Commission to demolish a portion of the historic home and construct the addition as presented in the plans attached.

I OVERVIEW

The Property was historically the last residential use essentially in the middle of the industrial park. The residential use ceased to exist a couple of years ago, but of course, the historic house structure remains. The Petitioner will be keeping the historic house with some modifications previously approved by the Historic Commission. The Petitioner will also be removing the barn and constructing a new barn in order to keep the historic setting of the “farm house and barn” on the front of the Property. However, in order to reactivate this site, given the surrounding wetlands, and preservation of the house, some creative planning has emerged. The proposal includes the relocation of the Newburyport Brewing Company (“NBC”) from its existing location on New Pasture Road, to this larger new structure. The NBC currently operates under a use variance for entertainment and a special permit for accessory retail at its current location. But as you are aware, no food is served. Consistent with the brewery model, the NBC will be opening a tap room/restaurant in approximately 3,500 square feet of the light industrial building. This use is consistent with the other local brewery tap room located in the industrial park.

As part of redevelopment of the Property, the Petitioner is seeking to add an amenity much needed in the business/industrial park, that is meeting space and function hall availability. These uses have definitions which are limited within the zoning ordinance and as a result the entertainment use is necessary in order to allow functions to go beyond 25 people and outside the hours of 8 a.m. to 9 p.m. The existing historic house with addition will provide professional offices, allowed by special permit from the Planning Board, while the barn area will provide a space to host meetings and other functions and events. This type of swing space is sorely lacking in the City. The location provides ample parking and is located on a major roadway, not in the more congested downtown area.

A. A synopsis per building is as follows:

1. Conversion of historical farmhouse from residential use to principal professional/social service use (Use 416). This includes the existing historically-listed single-family farmhouse plus its two-story non-historical addition, resulting in a 6,406-sf building (“Office Building”).
 - 1.1. Special Permit from Planning Board for principal professional/social service use.
 - 1.2. Site Plan Review by Planning Board.

2. Demolition of existing non-historical barn and replacement with new, approximately 2,500-sf building (“Meeting Space / Function Hall Building”) for meeting space use (Use 421) and entertainment (Use 407) and special event functions with food preparation.
 - 2.1. Variance from Zoning Board of Appeals to allow extended hours and greater occupancy.
 - 2.2. Site Plan Review by Planning Board.

3. Construction of new building with a floor area of up to 14,450-sf (“Industrial Building”) for principal light manufacturing use (Use 602), accessory retail use (Use 604)(250 sq. ft.), accessory taproom/restaurant (Use 501)(3,500 sq. ft.) and entertainment³ (Use 407).
 - 3.1. Special Permit from Zoning Board of Appeals for accessory retail use.
 - 3.2. Variance from Zoning Board of Appeals for accessory taproom.
 - 3.3. Site Plan Review by Planning Board.
4. Shared parking of 84 (97 required) spaces for all principal and accessory uses at the site.
 - 4.1. Variance from Zoning Board of Appeals for additional parking leased at adjacent property for an additional 24 spaces (total spaces provided 108) which actual spaces are more than 300 feet from the principal use on the Property.
 - 4.2 Site Plan Review by Planning Board.

B. An overview of the uses of the Barn and the taproom

The Petitioner proposes to host special events and private functions in the Barn building. Such events may include entertainment and the service of food. That use can be accomplished by the granting of a variance for entertainment (Use 407), and meeting-space/function-hall (Use 421) as limited in the proposed conditions below. Such events would be by reservation or appointment only and not held on a regular daily basis. A commercial kitchen will be a part of the Barn solely for the purpose of a caterer storing and preparing to serve food. The kitchen will not be used for “cooking” food. The Barn and adjacent outdoor space designated for outdoor events will be limited to 100 seats/patrons, in or out, or any combination thereof. Further, the Brewery/taproom will not be permitted to hold an outdoor event if the Barn is being used for an event. That is, if an event is being hosted at the Barn, either in or out, the Brewery will not be permitted to hold an outdoor event.at the same time. This restriction does not apply to the seasonal outdoor seating immediately adjacent to the Brewery for normal day-to-day taproom use.

Given the proposed use of the Barn it is foreseen that the most likely weekday uses would be for corporate and business events while the weekend uses would most likely be special occasions such as small weddings or other celebratory events.

The brewery/taproom will be limited to a maximum of 175 seats, including both inside and outside. If the Brewery is hosting an outdoor event it will be limited to an additional 100 seats (those not being used at the Barn) in the designated outdoor event seating area. In total, the parking spaces required, if you construe the parking requirement to be the same as a restaurant for the Barn, even though it will not have that classification or use available to it, 65. There are 68 in the immediate area of the buildings and the Applicant is providing 40 additional spaces (16 on lot 79A and 24 immediately adjacent at 77 Parker pursuant to the attached Draft Lease Agreement). The total required parking would be 97 if the office were open, the brewery manufacturing, the Tap Room at full capacity and the Barn hosting a function. The Applicant is providing 108 spaces. Specifically, 79 and 79A Parker Street include 84 spaces and an additional 24 spaces are provided on the adjacent property at 77 Parker Street for a total of 108 available parking spaces.

II VARIANCE

The Petitioner requires a use variance for Restaurant, Entertainment and Meeting Space. In addition, the Petitioner requires a dimensional variance for sideline setback on the light industrial building for a setback of 30.5

³ This use is currently a part of the Newburyport Brewing Company permit of operations.

feet where 50 feet are required. Finally, 97 parking spaces are required for the proposed uses, but 84 spaces are being provided within the Property and as permitted an additional 24 on adjacent property however, the adjacent parking at 77 Parker Street is more than 300 feet from the principal use on the Property.

Pursuant to Section X-H(6) of the Zoning Ordinance, “[t]he [Z]oning [B]oard of [A]ppeals shall have the power. . . to grant. . . a variance. . . from the terms of this [Z]oning [O]rdinance.. .” upon the following conditions:

1. Conditions and circumstances are unique to the applicant’s lot, structure or building and do not apply to the neighboring lands, structures or buildings in the same district.
2. Strict application of the provisions of th[e Zoning Ordinance] would deprive the applicant of reasonable use of the lot, structure or building in a manner equivalent to the use permitted to be made by other owners of their neighboring lands, structures or buildings in the same district.
3. The unique conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption of th[e Zoning Ordinance].
4. Relief, if approved, will not constitute a grant of special privilege inconsistent with the limitations upon other properties in the district.

Further, Section X-H(6)(D) provides that the following circumstances *may* be construed as establishing a basis for determining that a hardship exists within the meaning of this section:

- (1) Where by reason of exceptional narrowness, shallowness or unusual shape of a specific site at the time of the effective date of this chapter or to which this is amended, or by reason of exceptional topographic conditions or other extraordinary and exceptional physical situations or condition of such site of property, the literal enforcement of the requirements of this chapter pertaining to yards or other space relationships or total land area would result in exceptional practical difficulties or exceptional and undue hardship upon the owner of such property.

The Property is significantly limited for use due to the wetlands that exist on the Property. Three sides of the Property include varying degrees of wetland areas, including much of the Property being located within the riverfront area. The presence of wetlands is a condition related to the soil and this extent of wetlands and mix of types of wetlands are unique to this property. Further, the Property has a hardship related to its shape. The property is located at the intersection of Parker Street and Graf Road. A significant portion of the frontage is the road layout. As you can see from the plan, given the presence of a stream the easterly property line is not uniform – a condition not created by the Petitioner. While there are many areas in the greater industrial park which are impacted by wetlands, in this particular instance the immediate surrounding properties do not have same confluence of wetland impacts coupled with the large street layout.

The inability to provide adequate parking and locate the light industrial building to the westerly side of the Property is directly related to the presence and location of wetlands on the Property. The entire easterly half of the Property is located within the 100 foot Riverfront setback area and therefore unbuildable. As a result, the light industrial building is moved closer to the westerly lot line. Notwithstanding every engineering attempt to locate parking outside the 100 foot riverfront area, there is a portion which encroaches slightly beyond the demarcation line. The Petitioner is locating a portion of the parking on its adjacent property at 79A Parker Street in an effort to meet the parking requirement and use the available upland. It is clear, that the hardship related to the land is directly

related to the need for relief for parking and side setback.⁴

Further, these same hardships are related to the use on the Property. In order to adaptively reuse the existing historic structure and rebuild the barn to allow for the same feel and perspective on this corner, appropriate uses must be included in the design. The office use is allowed in the district and the complimentary meeting and function hall is a natural offspring of that use on this Property. Similarly, the tap room / restaurant is a natural part of a brewery and part of the manufacturing process. The entertainment use is currently used in the existing location of the brewery and is essentially just being transferred to a new location. The combination of the adaptive reuse of the historic house structure and the replacement barn coupled with the limitations of the wetlands on the Property form a hardship related to allowing uses which will activate this Property. By rebuilding the barn and maintaining the feeling of “place” on the property a reuse of the barn structure must be created.

If the Board were to require a strict application of the zoning in this instance it would deprive the Petitioner of a reasonable use of the Property including the existing structures thereon. Given the location and the underlying zoning requirements coupled with the existing conditions, the Petitioner would not be able to appropriately reuse the Property if the zoning were strictly applied.

The conditions related to the wetlands and shape of the Property were not created by the Petitioner and are the direct cause of the request for the variances hereunder.

Finally, given the size of the Property and the extent to which it is covered in wetlands the granting of the variance would not constitute a special privilege to the Petitioner inconsistent with other limitations on the other properties in the district. Indeed, the entertainment use already exists for the NBC in its current location and would not be new, the tap room / restaurant is wholly consistent with how breweries are treated in the district and further, by allowing additional uses of the barn will not grant a special privilege as there are no other similar situations involving historic structures in the district. Finally, given that the Petitioner is providing 84 of the required 97 spaces on site, the distance to the additional 24 parking spaces are also a result of the extent to which the wetlands cover the property, that too is not inconsistent with other limitations on other properties in the district. The parking use on site will run at different times and likely have some rotation where all uses will not be occurring all at the same time.

Given the foregoing, the Petitioner requests the Board grant a variance for: (a) Sideline setback of 30.5 where 50 is required, (b) additional parking spaces to be located 400 feet where they can be located within 300 feet of the principal use and of the 97 required 84 are provided on the Property and within 300 feet of the principal use and 24 are provided immediately adjacent, and (c) restaurant, entertainment and meeting space uses.

III Special Permit

The Petitioner requires a Special Permit for the accessory retail use (Use 604) as part of the light manufacturing use on the Property. Consistent with the existing permit of the NBC in its current location and like many other manufacturing uses in the I1B district, there are accessory items sold as part of the business model.

The Accessory Use is permitted in the I1B district by Special Permit. Referencing Section X-H(7) of the NZO, I note the following, required “general conditions” for the issuance of a special permit for an accessory use

⁴ The Petitioner will be seeking potential relief from the Conservation Commission to locate an additional 10 spaces to the south of the industrial building. However, at this time given the current designation of the area, the Petitioner does not believe that it can commit to these spaces absent an overall approval from the Conservation Commission.

together with an explanation of the Petitioner's compliance with each such requirement:

1. The use requested is listed in the table of use regulations or elsewhere in the ordinances [as] requiring a special permit in the district for which application is made or is similar in character to permitted uses in a particular district but is not specifically mentioned.

As noted above, the Property is located in an I1B zoning distraction where an accessory use is allowed by special permit.

2. The requested use is essential and/or desirable to the public convenience or welfare.

The use of accessory retail is allowed by special permit in the I1B district and therefore, by its very nature, has been determined by the City to be desirable. Here, it is natural for the light industrial use to include the sale of items related to the products and it is convenient for the public and desirable for the business to include same.

3. The requested use will not create undue traffic congestion, or unduly impair pedestrian safety.

The addition of accessory use is a modest and very small part of the light industrial activity. The use is a part of an intricately woven into the business model. This is not a primary retail out let and therefore there will be limited traffic which will be a part of this use, that is why it is accessory by its very description.

4. The requested use will not overload any public water, drainage or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the city will be unduly subjected to hazards affecting health, safety or the general welfare.

There is no additional use of any public utility as a result of the accessory retail use. No bathrooms are associated with it, no additional stormwater is created by it. There will be little to no impact at all as a result of the accessory use.

5. Any special regulations for the use, set forth in the special permit table are fulfilled.

There are no special regulations for accessory retail in the Ordinance for the district.

6. The requested use will not impair the integrity or character of the district or adjoining districts, nor be detrimental to the health or welfare.

The accessory use is entirely consistent with the district. There are a smattering of similar uses in the general vicinity, Flexal, Diane's Fine Foods, and others for example. The accessory use is consistent with the character of the district.

7. The requested use will not, by its addition to a neighborhood, cause an excess of that particular use that could be detrimental to the character of said neighborhood.

As noted above, there are several accessory retail uses around. This use already exists as part of the NBC in its current location as a result it will not be an additional one to the area.

8. The proposed use is in harmony with the purpose and intent of this ordinance.

Once again, the accessory use is allowed by special permit in the I1B District. The Property has more than sufficient area, the use is located within the existing primary use of light industrial building and was clearly allowed in order to advance the business in the industrial park.

9. The proposed use shall not be conducted in a manner so as to emit any dangerous, noxious, injurious or otherwise objectionable fire, explosion, radioactive or other hazard, noise or vibration, smoke, dust, odor or other form of environmental pollution.

The accessory use will not be conducted in a manner which is injurious or otherwise dangerous to the area.

III Conditions and Approval

Finally, the Petitioner is acutely aware of the need to assure that which is represented to the Board is made enforceable via any permits, if any, the Board determines it will issue. To that end the Petitioner respectfully requests this Board issues:

1. A variance for meeting space use (Use 421) and entertainment (Use 407) and special event functions with food preparation and to allow extended hours and greater occupancy in the Barn.
2. Variance for the construction of new light industrial building in the sideline setback as set forth on the plans of record, with a special permit for accessory retail use (Use 604)(250 sq. ft.), and a variance for an accessory taproom/restaurant (Use 501)(3,500 sq. ft.) and entertainment to allow for extended hours and greater occupancy (Use 407).
3. Variance for additional parking leased at adjacent property for an additional 24 spaces (84 are provided on the Property and 24 are on adjacent property pursuant to a lease for total spaces provided 108) which additional spaces are more than 300 feet from the principal use on the Property. (Sec. VII-A(1))

And further subject to the following conditions:

1. Office Building:
 - 1.1. Rehabilitation of the existing farmhouse and renovation of its addition shall comply with design recommendations of the Newburyport Historic Commission. (The Historic Commission approved the design presented at their June 27th meeting).
2. Industrial Building:
 - 2.1. The accessory retail use (in the case of the brewery - promotional items, t-shirts, keychains, hats, etc.) shall be located within the Industrial Building, may be accessory to any industrial use, and shall not exceed 250 sf in floor area.

- 2.2. The accessory taproom/restaurant footprint (including kitchen, restrooms, bar and stage), shall be located within the Industrial Building, shall be accessory solely to production, and no other use, and shall not exceed 3,500 sf in floor area.
- 2.3. Only alcoholic beverages produced by the tenant in the light industrial building shall be served in conjunction at the accessory taproom.
- 2.4. Live entertainment may be performed solely as an incidental part of the accessory taproom and adjacent outdoor spaces, and not as a separate accessory entertainment/club use.
- 2.5. The accessory taproom shall include no more than 175 indoor and outdoor seats. Service shall be limited to actual serving hours not extending beyond 10:30 p.m. and shall include no more than 175 seats in total including a combination of seasonal outdoor seating of which a maximum of 135 seats applies to indoor seating. The outdoor seating area shall be contiguous to the Taproom for seasonal use only.
- 2.6. The Tap Room may not host an outdoor event or outdoor live entertainment if there is an event occurring either inside or outside at the Barn. In order to assure this provision, the taproom must book the Barn in order to host an outdoor event.
- 2.7. The entertainment use variance shall be limited only to live entertainment and shall specifically not include membership clubs, lodges or video game arcades.
- 2.8. The designated outdoor event space may not be used by the Brewery if the Barn is operating a function in the outdoor space.
- 2.9. The Tap Room will include messaging and signage that stipulates NO PARKING on Parker Street.
- 2.10. Employees of the Tap Room, Industrial Building and any hired contractors shall be instructed to park off-premises at 77 Parker Street during planned outdoor events.

3. Meeting Space/ Function Facility / Barn:

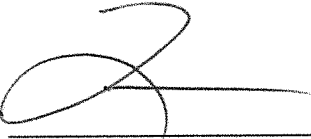
- 3.1. The principal meeting space use shall include no more than 100 seats indoors and 100 outdoors in the designated seating area for outdoor events. At no time may the total combined indoor and outdoor seating exceed 100 seats. The designated outdoor event space will not be used by the Brewery if the Barn is hosting a function, be it inside or outside.
- 3.2. The principal meeting space use shall be limited to the hours of 8:00 am to 12:00 am, with a last service call of 10:30 p.m., regardless of day.
- 3.3. The uses granted in the Barn and incorporated support facilities are limited to special occasion and/or business or corporate events. Food service and operations shall not include daily restaurant use.
- 3.4. Live entertainment may be performed solely as an incidental part of the principal meeting space use and are allowed in the designated outdoor event space.
- 3.5. The entertainment use variance shall be limited only to live entertainment and shall specifically not include membership clubs, lodges or video game arcades.
- 3.6. All events will include messaging and signage that stipulates NO PARKING on Parker Street.
- 3.7. Employees of the Barn and any hired contractors shall be instructed to park off-premises at 77 Parker Street during planned outdoor events.

4. Entire Site:

- 4.1. Shared parking shall be no fewer than 68 spaces on the immediate Property, or 84 spaces if you include the abutting parcel known as 79A (68 + 16 = 84). An additional 24 parking spaces shall be provided on 77 Parker Street for a total of 108 spaces (84 + 24 = 108).
- 4.2. The Petitioner shall provide and confirm over-flow parking on 79A and 77 Parker Street as evidenced by a lease agreement, a form of which is a part of this submission, which in substantially the same form shall be provided to the Building Commissioner prior to the issuance of a certificate of occupancy for the brewery building on the Property.

- 4.3. No final occupancy permit shall issue for the brewery until either 1. A pathway is constructed across the Property accessing the leased parking at 79A and 77 Parker Street or 2. A sidewalk is constructed from the Property entrance to the leased parking at 79A and 77 Parker Street.
 - 4.4. The Parking Lease shall be recorded prior to the issuance of any occupancy permit for the taproom or the barn.
 - 4.5. The Applicant will make every effort to obtain conservation commission approval for the additional parking as proposed on the plan dated July 30, 2018 and titled "Variance Plan" Sheet 2 of 2 and noted as "Possible Parking Spaces". In the event it is approved, and it is determined following 6 months of operation to be needed, the Applicant will construct same. In the event it is not approved, it will have no effect on the permits granted hereunder.
5. Post Permit Changes: Any Changes to the plans as a result of the hearings with the Planning Board or the Conservation Commission which do not cause a new need for a variance nor fully relocate the structures as proposed shall be incorporated herein and shall not require the Applicant to return for a modification of the permits granted hereunder.

Respectfully submitted,
Plum Island LLC
by its Attorney



Lisa L. Mead

cc: Client

79 PARKER ST

Location 79 PARKER ST

Mblu 78/7///

Owner PLUM ISLAND LLC

Assessment \$60,100

PID 5673

Building Count 1

Assessing Distr...

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$0	\$60,100	\$60,100

Owner of Record

Owner PLUM ISLAND LLC
 Co-Owner
 Address 28 PLUM ISLAND BLVD
 NEWBURY, MA 01951

Sale Price \$750,000
 Certificate
 Book & Page 36010/0174
 Sale Date 07/11/2017
 Instrument 1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PLUM ISLAND LLC	\$750,000		36010/0174	1V	07/11/2017
GEM REALTY INC	\$50,000		16989/0426	00	03/23/2001
N A I D	\$0				

Building Information

Building 1 : Section 1

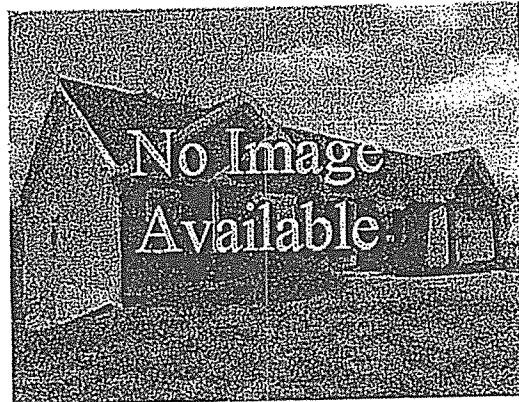
Year Built:

Living Area: 0

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	

Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	



(http://images.vgsi.com/photos/NewburyportMAPphotos//default.j

Building Layout

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

< >

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 4410
 Description IND LD PO
 Zone I1

Land Line Valuation

Size (Acres) 1.57
 Depth 0
 Assessed Value \$60,100

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$0	\$57,200	\$57,200

79 PARKER ST

Location 79 PARKER ST

Mblu 78/ 3/ / /

Owner PLUM ISLAND LLC

Assessment \$808,300

PID 5669

Building Count 1

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$519,600	\$288,700	\$808,300

Owner of Record

Owner PLUM ISLAND LLC
 Co-Owner
 Address 28 PLUM ISLAND BLVD
 NEWBURY, MA 01951

Sale Price \$750,000
 Certificate
 Book & Page 36010/0174
 Sale Date 07/11/2017
 Instrument 1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PLUM ISLAND LLC	\$750,000		36010/0174	1V	07/11/2017
GEM REALTY INC	\$450,000		16759/0244	00	12/20/2000
BOTHWELL MARION J J/T	\$0		06455/0454		03/31/1978

Building Information

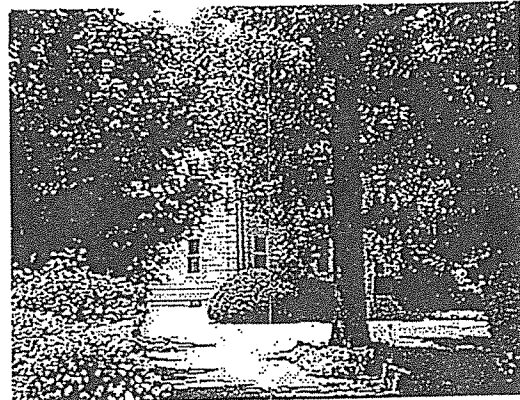
Building 1 : Section 1 .

Year Built: 1850
 Living Area: 2,633

Building Photo

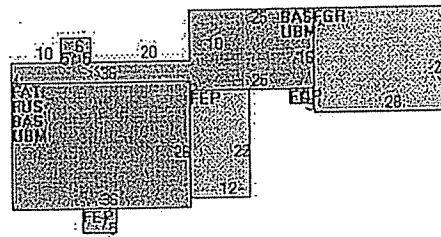
Building Attributes	
Field	Description
Style	Antique
Model	Residential
Stories:	2 Stories
Occupancy	1
Exterior Wall 1	Aluminum Sldng
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp

Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Pine/Soft Wood
Interior Flr 2	Hardwood
Heat Fuel	Oil
Heat Type:	Steam
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Bthrms:	1
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	9
Bath Style:	Average
Kitchen Style:	Average



(<http://images.vgsi.com/photos/NewburyportMAPPhotos//\01\00\27\90.jpg>)

Building Layout



Building Sub-Areas (sq ft)		Legend	
Code	Description	Gross Area	Living Area
BAS	First Floor	1,510	1,510
FUS	Upper Story, Finished	936	936
FAT	Attic	936	187
FEP	Porch, Enclosed	299	0
FGR	Garage, Attached	588	0
FOP	Porch, Open	15	0
UBM	Basement, Unfinished	1,510	0
		5,794	2,633

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
FPL3	FIREPLACE 2 ST	1 UNITS	\$3,300	1

Land

Land Use

Use Code 1010

Land Line Valuation

Size (Acres) 4.00

Description SINGLE FAM
 Zone I1

Depth 0
 Assessed Value \$288,700

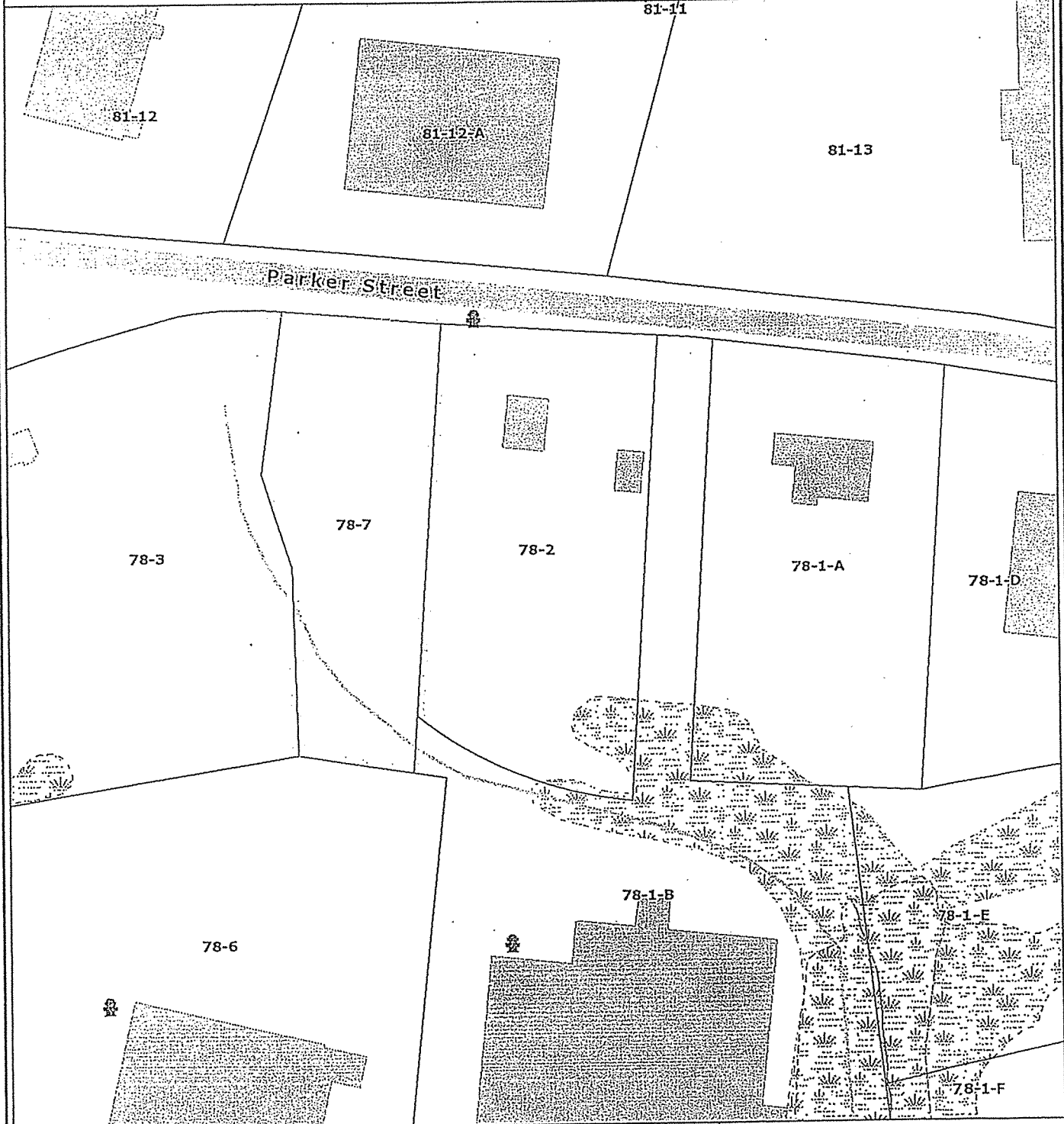
Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
BRN3	1 STORY W/LOFT			1440 S.F.	\$10,400	1

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$519,600	\$275,000	\$794,600

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- | | |
|---|---------------------------------------|
| <input type="checkbox"/> MVPC Bo | Road Right of Way |
| <input type="checkbox"/> Newburyport Boundary | ▨ Paved |
| Trees | - Unpaved |
| ● Immediate Action Needed | Hydrographic Features |
| ○ No Action Needed | ▨ Stream |
| ○ Unknown | - Intermittent Stream |
| - Railroad | Wetlands |
| <input type="checkbox"/> Parcels | ▨ City |
| Water System | ▨ City and State |
| ● Hydrant | ▨ State |
| - Trails | <input type="checkbox"/> Exempt Lands |
| <input type="checkbox"/> Building Footprints | ▨ Recreation Areas |
| ▨ Driveways | |
| <input type="checkbox"/> Easements | |

1" = 139 ft



Horizontal Datum: MA Stateplane Coordinate System, Datum NAD83, Meters Data Sources: The data for this map was produced by Merrimack Valley Planning Commission (MVPC) using data provided by the City of Newburyport. Additional data provided by the Executive Office of Environmental Affairs/MassGIS. The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition or regulatory interpretation. THE CITY OF NEWBURYPORT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE CITY OF NEWBURYPORT DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION

CITY OF NEWBURYPORT, MA
ZONING REVIEW/BUILDING PERMIT DENIAL

APR# 2018-026

Name: PLUM ISLAND LLC / LISA MEAD (RIBPT BREWING)

Address: 79 PARKER ST Zoning District(s): I1B 78-3

Request: CONSTRUCT LT MFG FACILITY w/ RESTAURANT, BARROOM, RETAIL,
& FUNCTION SPACE. RENOVATE EXIST HOUSE TO PROFESSIONAL OFFICES.

ZONING BOARD REVIEW REQUIRED

Variance

Use Regulations (V) USE 407 ENTERTAINMENT Parking (VII)

Dimensional Controls (VI) 501 RESTAURANT 421 MTG SPACE

Lot Area Open Space Front Yard
 Lot Frontage Height Side Yard LIGHT MFG. BLDG.
 Lot Coverage Lot Width Rear Yard

Sign Variance

Signs (VIII)
 Type Size IF AS SHOWN
 Lighting Location ON DWGS.

Special Permit for Non-Conformities

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

Special Permit

Special Permit for Use (V.D) Use #: 604
 Spacing (VI.D) ACCESSORY
 In-Law Apartment (XIIA) RETAIL
 Bonus for Multifamily Developments (XVI)
 Personal Wireless Communication Services (XX)
 Demolition Control Overlay District (XXVIII)*
 Wind Energy Conversion Facilities (XXVI)
 Other _____

PLANNING BOARD REVIEW REQUIRED

Special Permit

Table of Permitted Uses (V-D)
 Marijuana Overlay District (V-G)
 One residential structure per lot (VI.C)
 Open Space Residential Development (XIV)
 Water Resource Protection District (XIX)
 Federal Street Overlay District (XXII)
 Courts and Lanes (XXIII)
 Waterfront West Overlay District (XXIV)
 Towle Complex Redev. Overlay District (XXV)
 Downtown Overlay District (XXVII)*
 Other _____

Special Permit for Non-Conformities

Extension or Alteration (IX.B.2)
 Parking Rear Yard
 Upward Extension Lot Coverage
 Open Space Side Yard
 Height Lot Frontage
 Lot Area Front Yard
 Over 500 sf. increase (IX.B.3.c)

Site Plan Review (XV)

Major Minor

Smart Growth District (XXIX)

Plan Approval

HISTORICAL COMMISSION REVIEW REQUIRED DWGS NOT CLEAR AS TO EXTENT OF DEMO ON HOUSE

Demo. Delay *Advisory Review THE APPLICANT HAS BEEN THROUGH ADVISORY REVIEW. ALREADY

CONSERVATION COMMISSION REVIEW REQUIRED

Laura Blahut 4/24/18

LEASE AGREEMENT

1. PARTIES Plum Island LLC, LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to _____, LESSEE, which expression shall include their successors, executors, administrators, and assigns where the context so admits, the following described premises:
2. PREMISES A certain portion of the land located at 77 Parker Street, Newburyport MA 01950 as shown on Exhibit A attached hereto and incorporated herein by reference shown as "Parking Area".
together with the right to use in common, with others the right to pass and repass into and out of the Parking Area (the "Premises").
3. TERM The term of this lease shall be for _____ commencing on _____ and ending on _____.
4. RENT The LESSEE shall pay to the LESSOR the amount of \$ _____ payable in advance in monthly installments of \$ _____, subject to proration in the case of any partial calendar month, commencing _____ 2019.
All rent shall be payable without offset or deduction except as provided herein.
5. SECURITY DEPOSIT Upon the execution of this Agreement, the LESSEE shall pay to the LESSOR the amount of \$0 dollars, which shall be held for the LESSEE's performance as herein provided, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof. No interest shall be paid on said sum or any part thereof.
6. UTILITIES There shall be no utility payments required.
7. USE OF LEASED PREMISES The LESSEE shall use the Premises only for the purpose of parking for the users of the facilities located at 79 and 79A Parker Street and for no other purposes.
All waste and refuse will be removed from the Premise by LESSEE. The Premises will be kept attractive in appearance and appealing to the public.
There shall be NO overnight parking.
8. COMPLIANCE WITH LAWS The LESSEE acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the Premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the Premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.
9. FIRE INSURANCE The LESSEE shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers, the LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the Premises.
10. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the Premises in good condition clear and free of all debris and trash.

LESSEE shall remove snow from the Premises including any adjacent walkways.

Lessee shall remove any car which is parked overnight. All overnight parking shall be prohibited.

Lessee shall provide appropriate lighting for the Premises which shall be approved in advance by the Lessor and which shall comply with all of the rules and regulations of the City of Newburyport Zoning Ordinances and general ordinance.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees, except as noted above for snow removal, to maintain free and clear access to and from the Premises and to not interfere and/or prohibit the use of the Premises by the Lessee as noted herein.

11. ALTERATIONS – ADDITIONS

The LESSEE shall not make any changes to the Premises but shall be permitted to prepare the parking area with appropriate striping and landscaping as required by any local approvals.

12. ASSIGNMENT - SUBLEASING

The LESSEE shall not assign or subject the whole or any part of the Premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

13. TERMINATION:

Notwithstanding any term herein to the contrary, either Party may terminate this Lease upon one hundred eighty (180) days' written notice to the other party at which time all obligations of either party shall cease and this Lease shall no longer be of force and effect and neither party shall have further recourse at law or in equity. However, in no event may the Lessor terminate this Lease if the uses at 79 and 79A Parker Street continue as a Tap Room and Event facility.

In the event the Lessee breaches the Lease by either non-payment or failure to fulfill any obligation hereunder, the Lessor shall have any other right at law or in equity in order to recover any damages resulting from said breach, including attorneys fees and court costs.

In the event of Termination hereunder prior to the ceasing of the uses of the property at 79 and 79A Parker Street as a Tap Room and Event Hall, the Lessee and the Lessor shall provide immediate notice to the City of Newburyport.

14. SUBORDINATION

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times and with reasonable notice, enter the Premises and may remove placards and signs or other trash or debris, and make repairs and alterations as LESSOR should elect to do.

16. INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occurring in the Premises, occasioned by any omission, fault, neglect or other misconduct of the LESSEE.

The LESSEE shall save and hold harmless LESSOR for injury and property damage occurring to any person on the Premises or traveling to and from the Premises which are attributable solely to LESSEE's use of the property; and damage resulting from LESSEE's failure to perform any of its covenants and obligations under this lease.

17. LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the Premises and the property of which the Premises are a part comprehensive public liability insurance in the amount of \$3,000,000 and property damage insurance in limits of \$1,000,000 with a responsible company qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificate shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE, CASUALTY – EMINENT DOMAIN

Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore Premises; or
- (b) The LESSOR fails to restore the Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent, security deposit, taxes, or any substantial invoice for goods and/or services or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by

registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notice shall be paid and sent to the LESSOR at 77 Parker Street, Newburyport MA 01950 or to whomever or wherever the LESSOR may designate in the future.

21. SURRENDER The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE's signage and effects, if any, from the Premises and shall leave the Premises, in good condition, damage by fire or other casualty only excepted.
22. CONDITION OF PREMISES Except as may be otherwise expressly set forth herein, the LESSEE shall accept the Premises "as is" in their condition as of the commencement of the term of this Lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the Premises for occupancy by the LESSEE.
23. FORCE MAJEURE In the event that the LESSEE is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSEE, the LESSEE shall not be liable to the LESSOR therefore nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSOR be entitled to any abatement or reduction of rent by reason thereof.
24. LIABILITY OF OWNER No owner of the property of which the Premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.
25. INTEGRATION CLAUSE This Agreement contains the full and complete understanding of the parties. It supersedes any and all prior written agreements, negotiations, representations, understandings and discussions by or between the Parties.
26. BINDING EFFECT The Parties represent and warrant that they have executed the Agreement by persons authorized to bind them to its terms. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, attorneys, shareholders, officers, directors, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, successors, and assigns.
27. WAIVER AND AMENDMENT: Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment. To the extent allowed by law, any conditions, duties, and obligations contained in this Agreement may be waived only by written Agreement by both parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.
28. FORUM AND CHOICE OF LAW: This Agreement and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

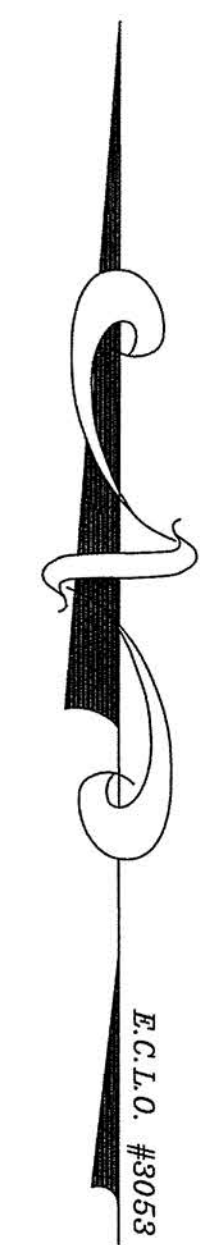
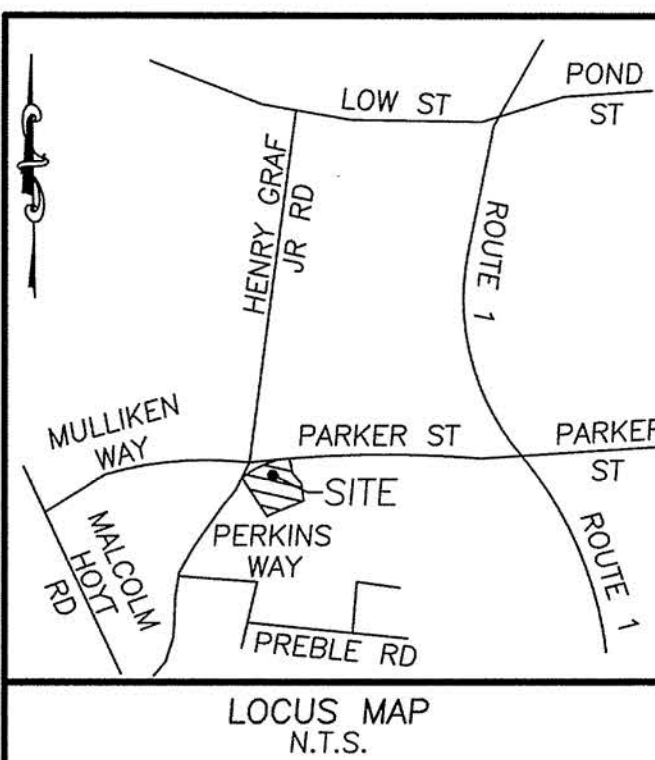
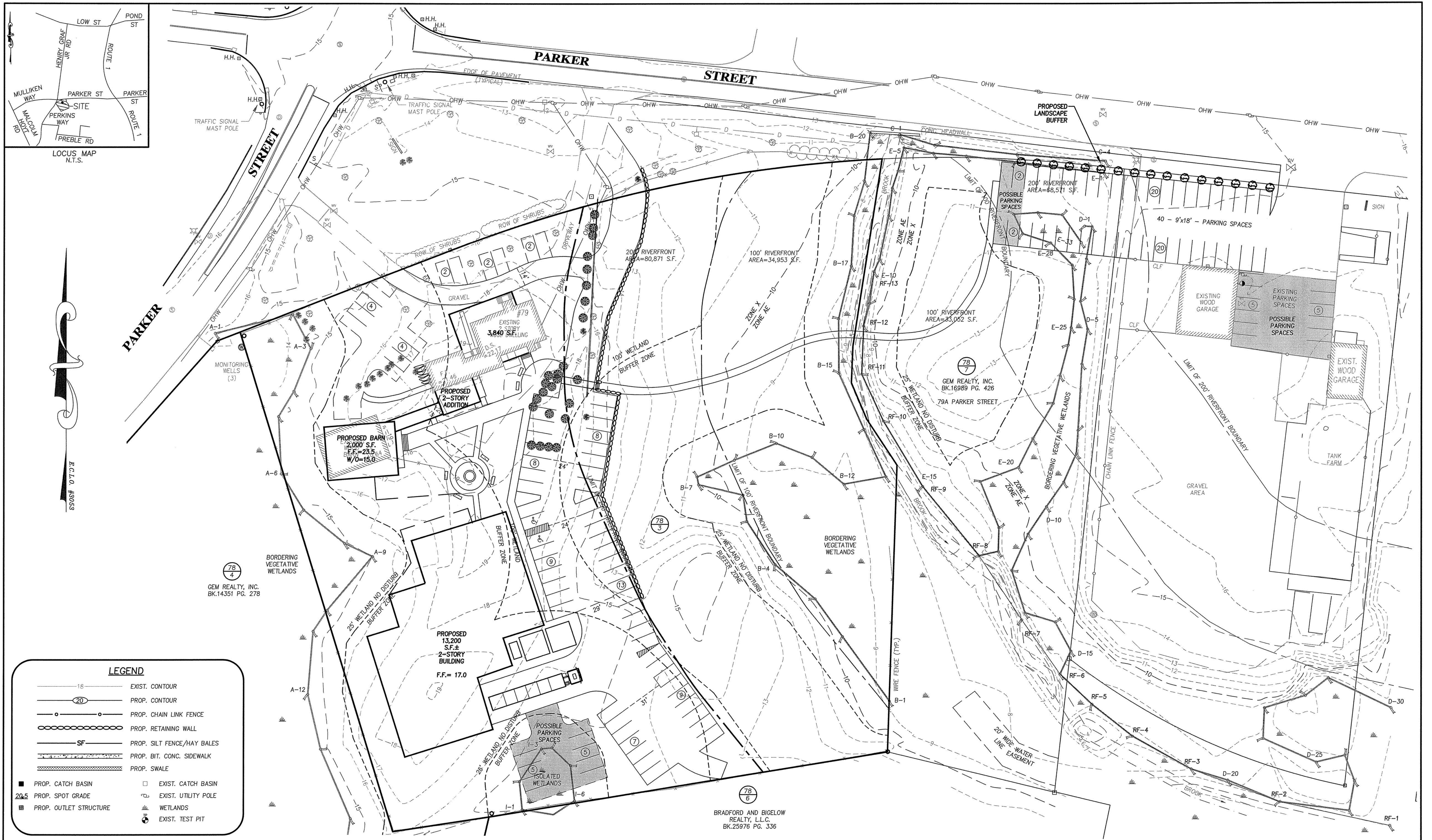
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of _____, 2018.

Plum Island LLC

LESSEE

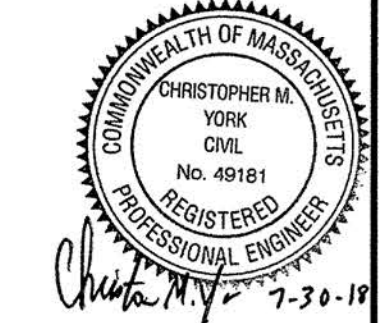
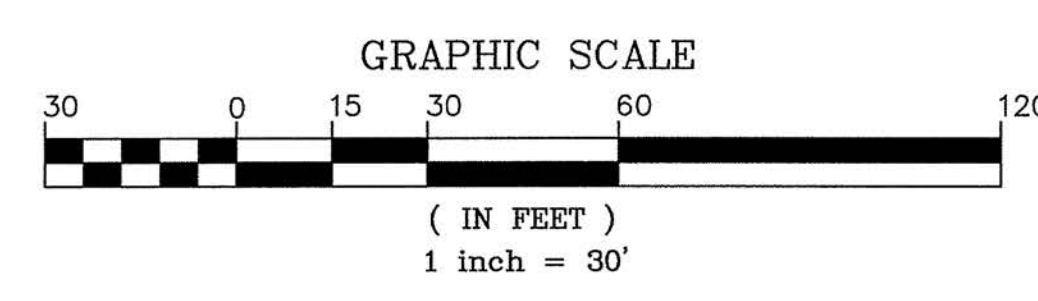
LESSOR

[The body of the document contains extremely faint and illegible text, likely representing the terms and conditions of the lease agreement.]



LEGEND

	EXIST. CONTOUR		EXIST. CATCH BASIN
	PROP. CONTOUR		EXIST. UTILITY POLE
	PROP. CHAIN LINK FENCE		WETLANDS
	PROP. RETAINING WALL		EXIST. TEST PIT
	PROP. SILT FENCE/HAY BALES		
	PROP. BIT. CONC. SIDEWALK		
	PROP. SWALE		
	PROP. CATCH BASIN		
	PROP. SPOT GRADE		
	PROP. OUTLET STRUCTURE		



PREPARED FOR
PLUM ISLAND LLC
 79 PARKER STREET
 NEWBURYPORT, MA 01950

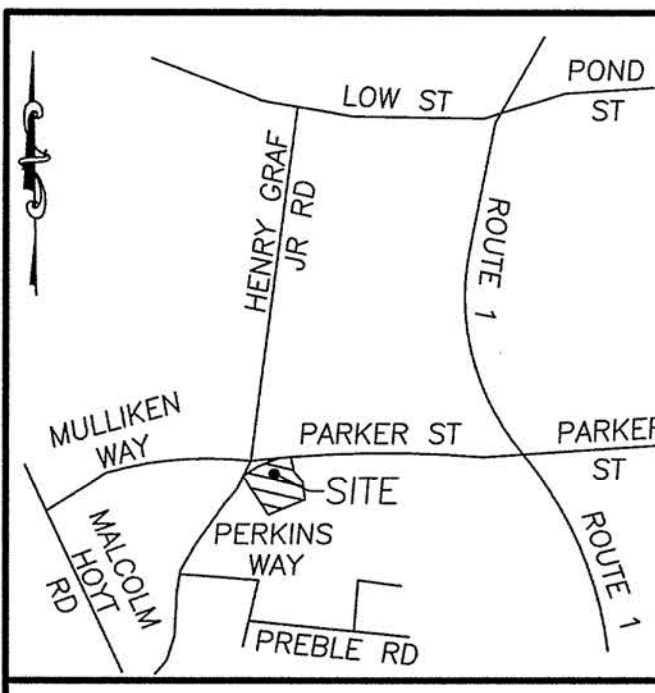
NO.	DATE	DESCRIPTION	BY

MILLENNIUM ENGINEERING, INC.
 ENGINEERING AND LAND SURVEYING
 62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
 13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30'
 DATE: JUL. 30, 2018
 DESG. BY: C.M.Y.
 CHKD. BY: E.W.B.
 PROJECT: M173238

PLAN OF LAND
 IN
NEWBURYPORT, MA
 SHOWING
PROPOSED SITE IMPROVEMENTS
 AT
79 PARKER STREET

VARIANCE PLAN
 SHEET: 1 OF 2



LOCUS MAP
N.T.S.

PARKING SPACE CALCS.

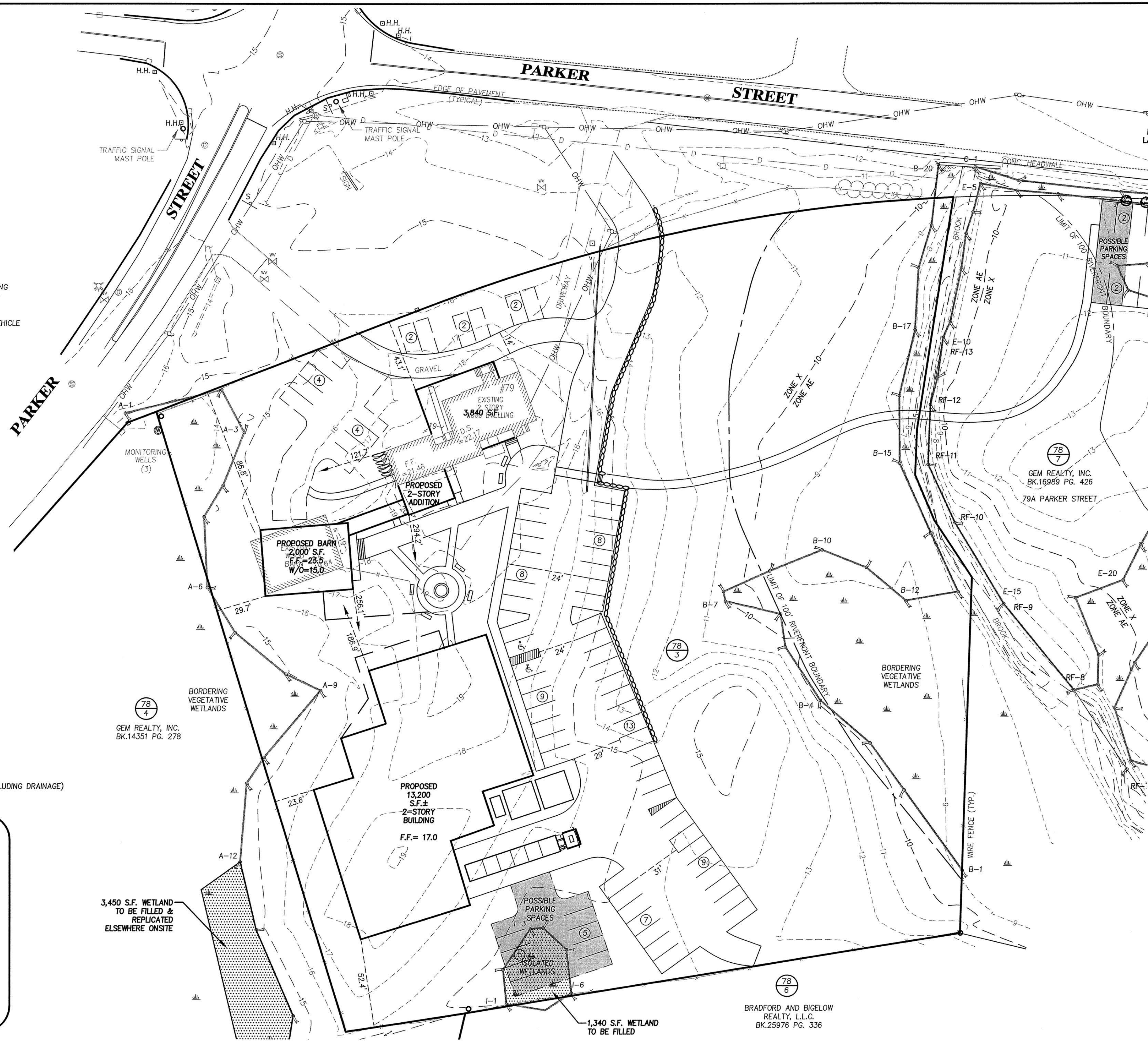
USE	# OF SPACES REQUIRED
501 RESTAURANT (407 ENTERTAINMENT CLUB OPERATING IN SAME SPACE)	1 PER 4 SEATS OF THE OCCUPANCY RATING
602 LIGHT MANUFACTURING	.75 PER EMPLOYEE + 1 PER COMPANY VEHICLE
416 PROFESSIONAL/OFFICE	1 SPACE PER 300 S.F. GFA
421 MEETING SPACE/FUNCTION HALL	1 SPACE PER 100 S.F. GFA
PROFESSIONAL/OFFICE (HOUSE) 6,406 S.F. GFA # OF SPACES REQUIRED = 22	
MEETING SPACE/FUNCTION HALL/ENTERTAINMENT CLUB (BARN) 100 SEATS - IF CALCULATED AS RESTAURANT # OF SPACES REQUIRED = 25 2,500 S.F. GFA - IF CALCULATED AS MEETING SPACE/FUNCTION HALL # OF SPACES REQUIRED = 25	
LIGHT MANUFACTURING 9,700 S.F. GFA # OF SPACES REQUIRED = 6 EMPLOYEES = 6	
RESTAURANT/ENTERTAINMENT CLUB (TAPROOM) 175 SEATS # OF SPACES REQUIRED = 44	
TOTAL # OF SPACES REQUIRED = 97	
TOTAL # OF SPACES PROVIDED = 68 + 40 OVERFLOW	= 108

RESOURCE AREA IMPACTS

TOTAL 100' BUFFER AREA ON LOT	= 117,727 S.F.
TOTAL BUFFER ZONE IMPACT	= 47,000 S.F. (39.9%)
TOTAL 200' RIVERFRONT AREA ON LOT	= 80,871 S.F.
TOTAL RIVERFRONT IMPACT	= 8,000 S.F. (9.9%) (NOT INCLUDING DRAINAGE)

LEGEND

- 18 — EXIST. CONTOUR
- 20 — PROP. CONTOUR
- ○ — PROP. CHAIN LINK FENCE
- ○ — PROP. RETAINING WALL
- SF — PROP. SILT FENCE/HAY BALES
- — PROP. BIT. CONC. SIDEWALK
- — PROP. SWALE
- PROP. CATCH BASIN
- EXIST. CATCH BASIN
- 20.5 PROP. SPOT GRADE
- EXIST. UTILITY POLE
- PROP. OUTLET STRUCTURE
- ☼ WETLANDS
- ⊙ EXIST. TEST PIT



ZONING TABLE
79 PARKER STREET - ASSESSORS MAP 78 LOT 3
ZONING DISTRICT 11B - USE 602 (LIGHT MANUFACTURING)

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	50,000 S.F.	173,585± S.F.	173,585± S.F.
LOT FRONTAGE:	200 FT	504.71 FT	504.71 FT
FRONT SETBACK:	50 FT	48.6 FT	186.9 FT
SIDE SETBACK:	50 FT	30.5 FT	23.6 FT
REAR SETBACK:	50 FT	261.0 FT	52.4 FT
LOT COVERAGE:	40%	2.3%	7.7%
OPEN SPACE:	N.A.	N.A.	N.A.

79 PARKER STREET - ASSESSORS MAP 78 LOT 3
ZONING DISTRICT 11B - USE 416 (PROFESSIONAL/OFFICE)

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	20,000 S.F.	173,585± S.F.	173,585± S.F.
LOT FRONTAGE:	90 FT	504.71 FT	504.71 FT
FRONT SETBACK:	20 FT	48.6 FT	43.1 FT
SIDE SETBACK:	20 FT	30.5 FT	121.7 FT
REAR SETBACK:	20 FT	261.0 FT	294.2 FT
LOT COVERAGE:	50%	2.3%	2.2%
OPEN SPACE:	N.A.	N.A.	N.A.

79 PARKER STREET - ASSESSORS MAP 78 LOT 3
ZONING DISTRICT 11B - USE 421 (MEETING SPACE/FUNCTION HALL)

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	20,000 S.F.	173,585± S.F.	173,585± S.F.
LOT FRONTAGE:	90 FT	504.71 FT	504.71 FT
FRONT SETBACK:	20 FT	48.6 FT	86.8 FT
SIDE SETBACK:	20 FT	30.5 FT	29.7 FT
REAR SETBACK:	20 FT	261.0 FT	256.1 FT
LOT COVERAGE:	30%	2.3%	1.1%
OPEN SPACE:	N.A.	N.A.	N.A.

* SEE DIMENSIONAL TABLE, B1 DISTRICT

79 PARKER STREET - ASSESSORS MAP 78 LOT 3
ZONING DISTRICT 11B - USE 501 (RESTAURANT)

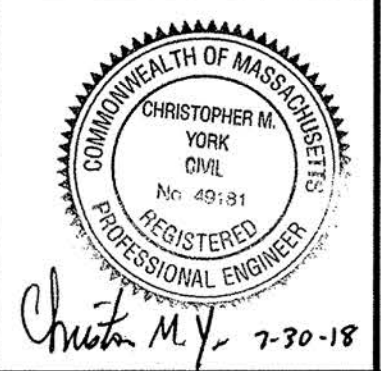
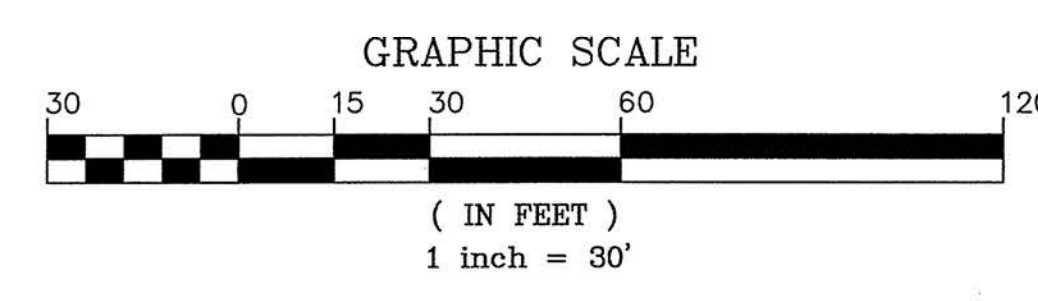
	REQUIRED	EXISTING	PROPOSED
LOT AREA:	20,000 S.F.	173,585± S.F.	173,585± S.F.
LOT FRONTAGE:	120 FT	504.71 FT	504.71 FT
FRONT SETBACK:	25 FT	48.6 FT	186.9 FT
SIDE SETBACK:	25 FT	30.5 FT	23.6 FT
REAR SETBACK:	25 FT	261.0 FT	52.4 FT
LOT COVERAGE:	30%	2.3%	7.7%
OPEN SPACE:	N.A.	N.A.	N.A.

* SEE DIMENSIONAL TABLE, B1 DISTRICT

79 PARKER STREET - ASSESSORS MAP 78 LOT 3
ZONING DISTRICT 11B - USE 407 (ENTERTAINMENT/CLUBS)

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	20,000 S.F.	173,585± S.F.	173,585± S.F.
LOT FRONTAGE:	90 FT	504.71 FT	504.71 FT
FRONT SETBACK:	20 FT	48.6 FT	186.9 FT
SIDE SETBACK:	20 FT	30.5 FT	23.6 FT
REAR SETBACK:	20 FT	261.0 FT	52.4 FT
LOT COVERAGE:	30%	2.3%	7.7%
OPEN SPACE:	N.A.	N.A.	N.A.

* SEE DIMENSIONAL TABLE, B1 DISTRICT



PREPARED FOR
PLUM ISLAND LLC
79 PARKER STREET
NEWBURYPORT, MA 01950

NO.	DATE	DESCRIPTION	BY

MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30'
DATE: JUL. 30, 2018
DESIGNER: C.M.Y.
CHECKER: E.W.B.
PROJECT: M173238

PLAN OF LAND
IN
NEWBURYPORT, MA
SHOWING
PROPOSED SITE IMPROVEMENTS
AT
79 PARKER STREET

VARIANCE PLAN
SHEET: 2 OF 2

**79 PARKER STREET
NEWBURYPORT, MA**



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79 PARKER STREET NEWBURYPORT, MA

FARMHOUSE RENO/ADDITION

416 PROFESSIONAL SPACE
6,406 SF @ 1 SPACE/300 SF GFA =
22 PARKING SPACES

BARN / FUNCTION SPACE

501 RESTAURANT
100 SEATS @ 1 SPACE/4 SEATS =
421 MEETING SPACE/FUNCTION HALL
2,500 SF @ 1 SPACE/100 SF =
25 PARKING SPACES

BREWERY

501 RESTAURANT
175 SEATS @ 1 SPACE/4 SEATS =
44 PARKING SPACES
602 LIGHT MANUFACTURING
5 EMPLOYEES @ .75 SPACE/EMPLOYEE + 1 =
6 PARKING SPACES

PARKING

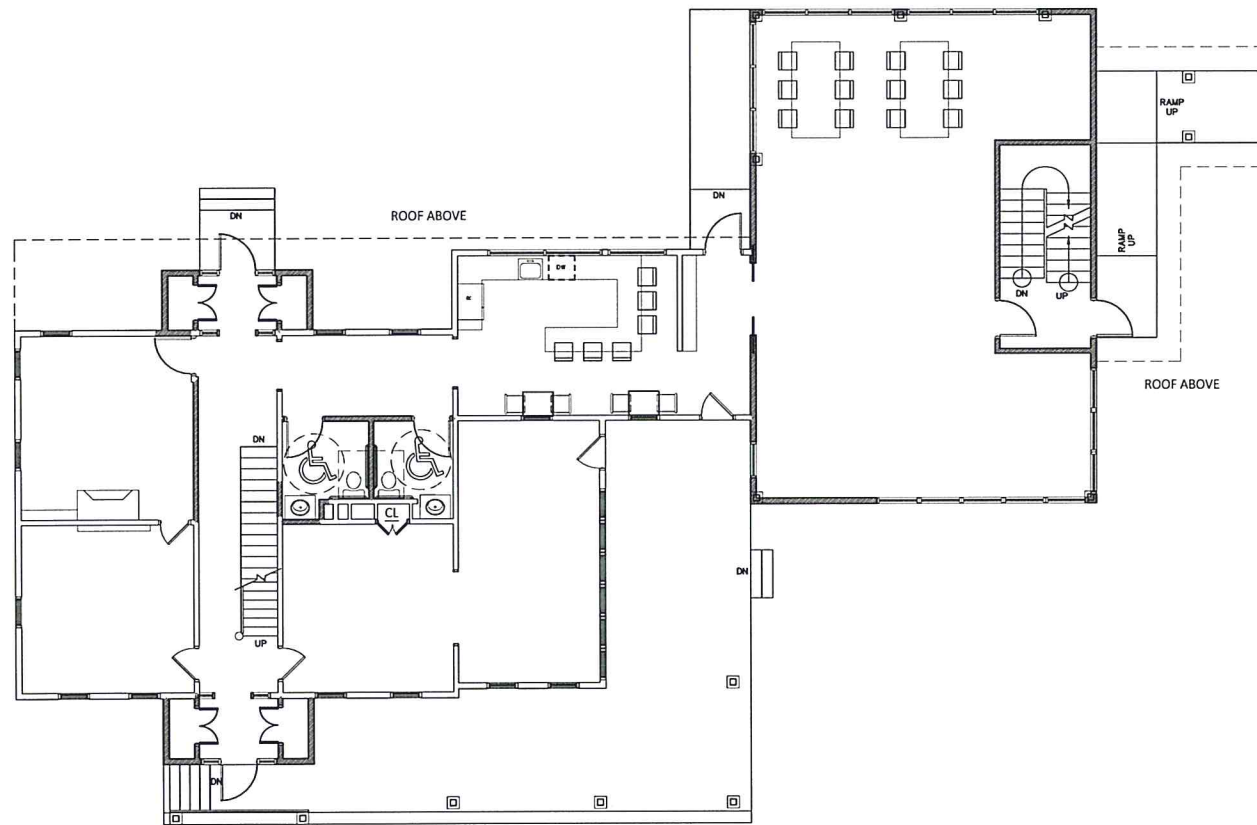
REQUIRED	PROPOSED	
FARMHOUSE: 22	ON-SITE: 68	
BARN: 25	OVERFLOW: 40	
BREWERY: 50		
TOTAL: 97	TOTAL: 108	



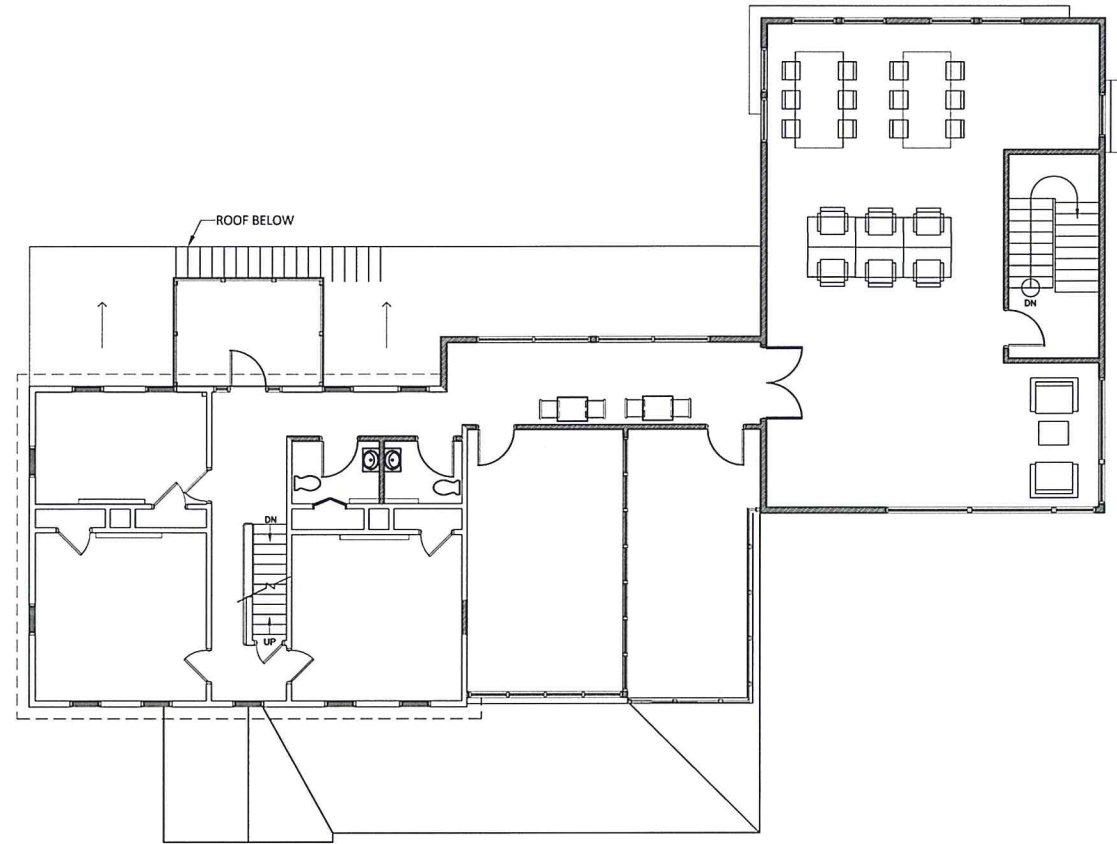
79 PARKER STREET NEWBURYPORT, MA

FARMHOUSE RENO/ADDITION

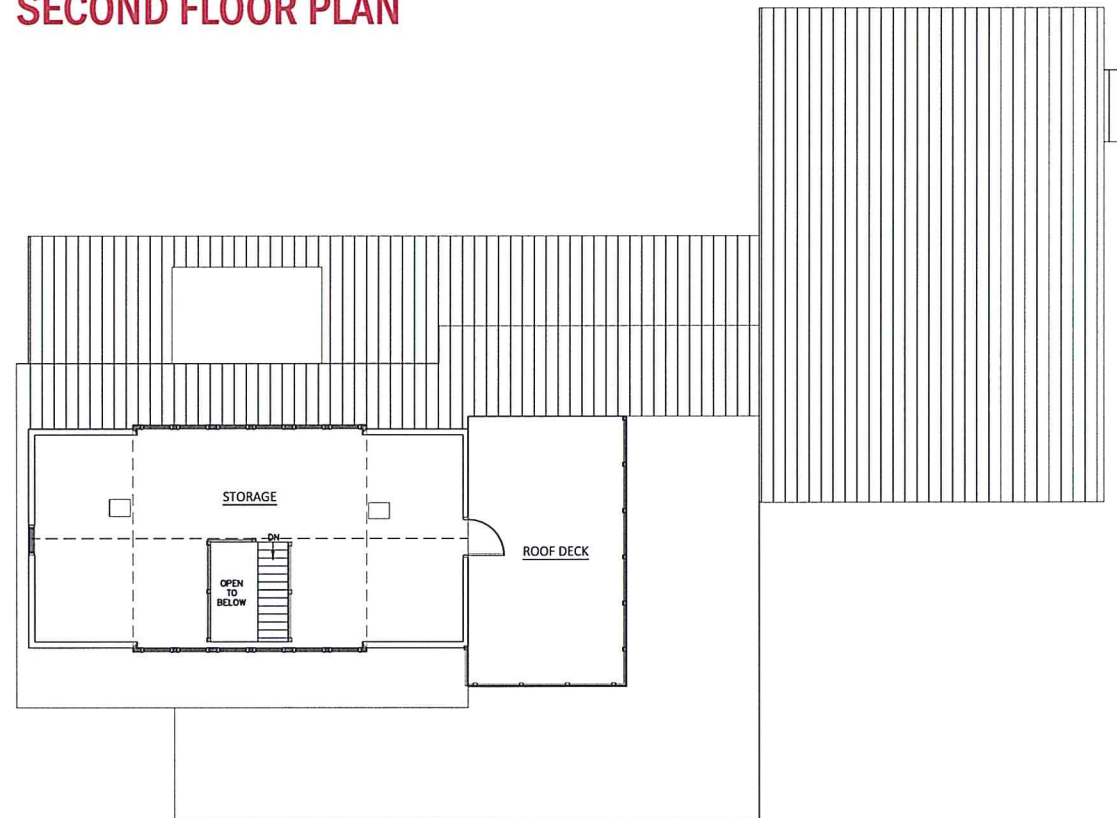
USE: 416 PROFESSIONAL/OFFICE
(1 SPACE/300 SF)
PARKING: 22 SPACES
BUILDING FOOTPRINT: 3,840 SF
BUILDING AREA: 6,406 SF
FARMHOUSE HEIGHT: 26'-6"
ADDITION HEIGHT: 26'-11"



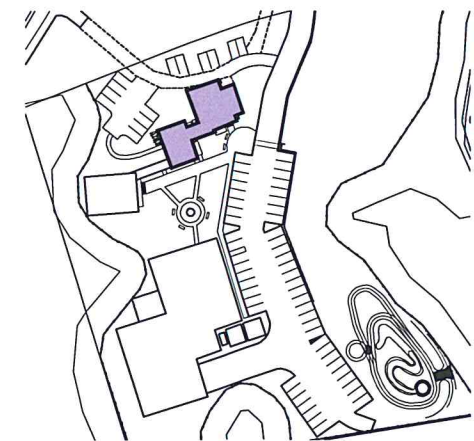
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



KEY

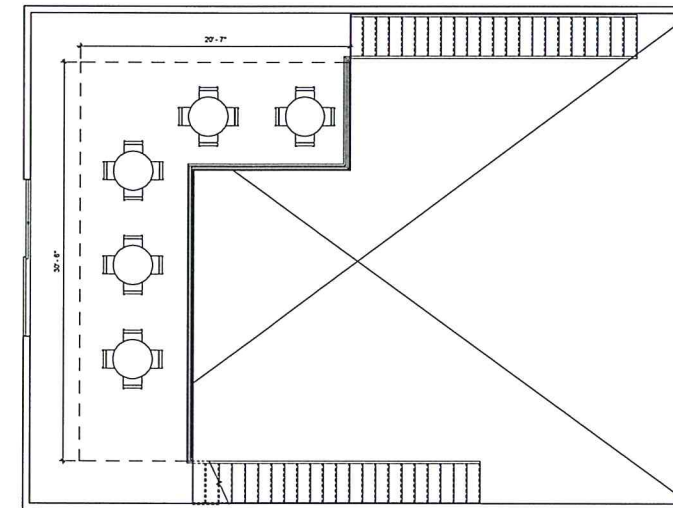
**79 PARKER STREET
NEWBURYPORT, MA**

BARN / FUNCTION SPACE

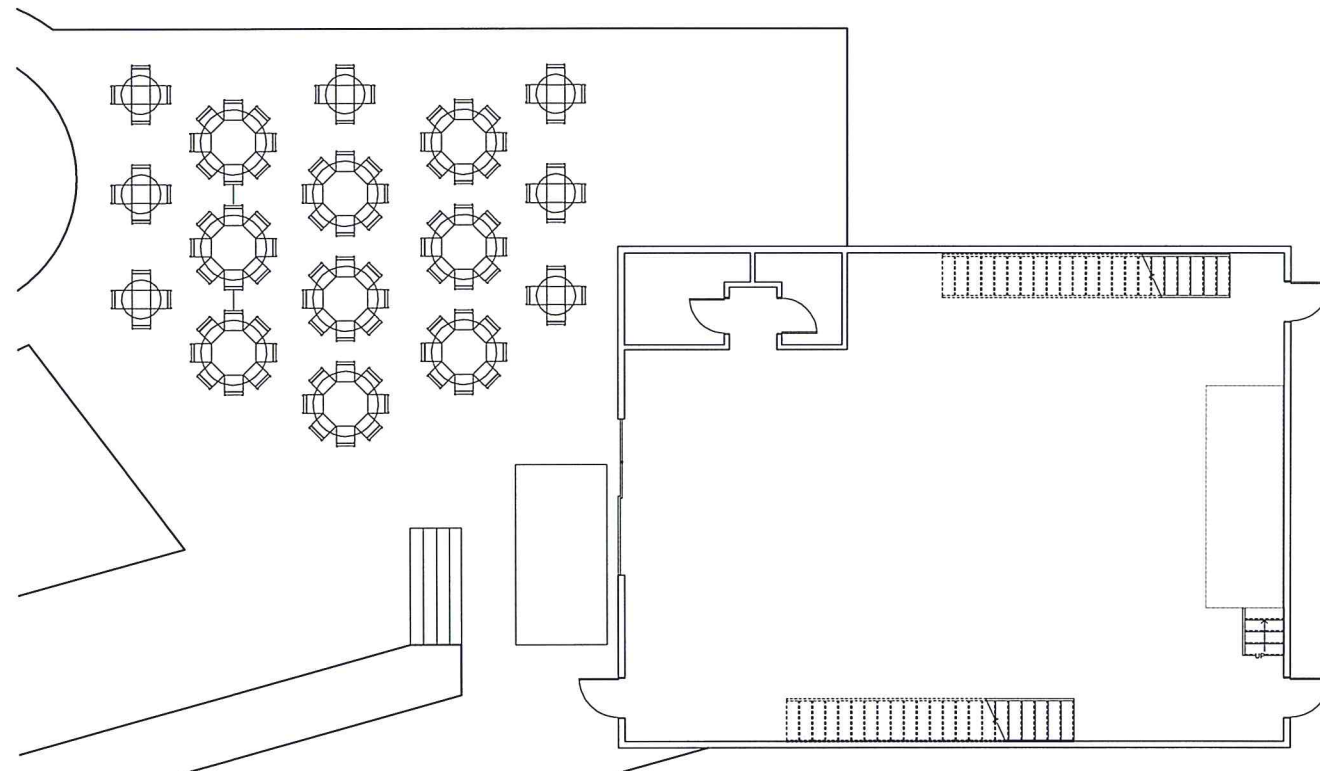
USE: 501 RESTAURANT
(1 SPACE/4 SEATS)
421 FUNCTION HALL/MEETING SPACE
(1 SPACE/100 SF)

PARKING: 25 SPACES

BUILDING FOOTPRINT: 2,000 SF
BUILDING AREA: 2,500 SF
BUILDING HEIGHT: 30'-7"

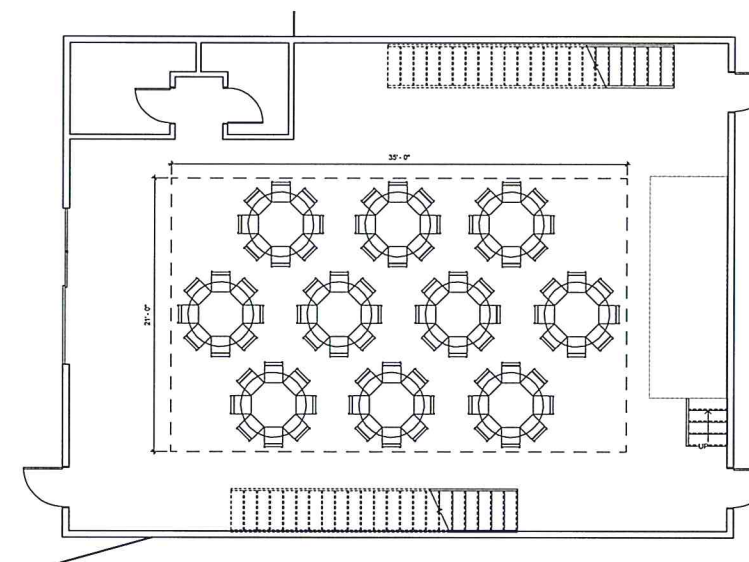


MEZZANINE SEATING LAYOUT
(5) 36" 4-PERSON TABLES = 20 SEATS



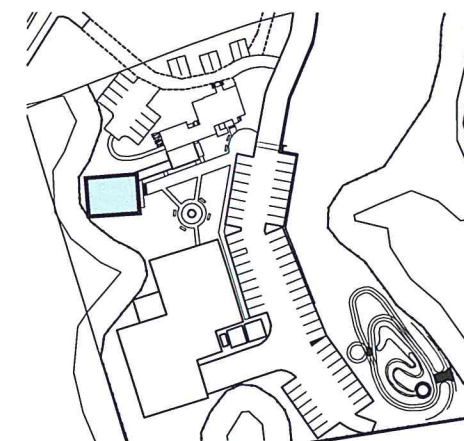
PATIO SEATING LAYOUT
(9) 60" 8-PERSON TABLES = 72 SEATS
(7) 36" 4-PERSON TABLES = 28 SEATS

OUTDOOR LAYOUT: 100 SEATS



FIRST FLOOR SEATING LAYOUT
(10) 60" 8-PERSON TABLES = 80 SEATS

INDOOR LAYOUT: 100 SEATS



KEY

79 PARKER STREET NEWBURYPORT, MA



BREWERY

USE: 602 LIGHT MANUFACTURING
(.75 SPACE/EMPLOYEE + 1)
PARKING: 6 SPACES

USE: 501 RESTAURANT
(1 SPACE/4 SEATS)
PARKING: 44 SPACES

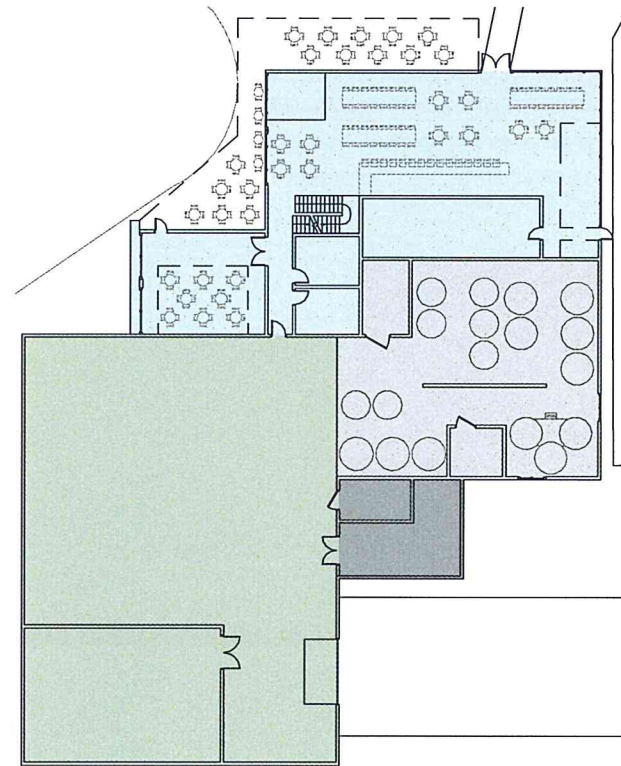
BUILDING FOOTPRINT: 13,200 SF
BUILDING AREA: 14,450 SF
BUILDING HEIGHT: 29'-0"

 RESTAURANT
3,500 SF

 MANUFACTURING
3,500 SF

 PACKAGING / STORAGE
5,300 SF

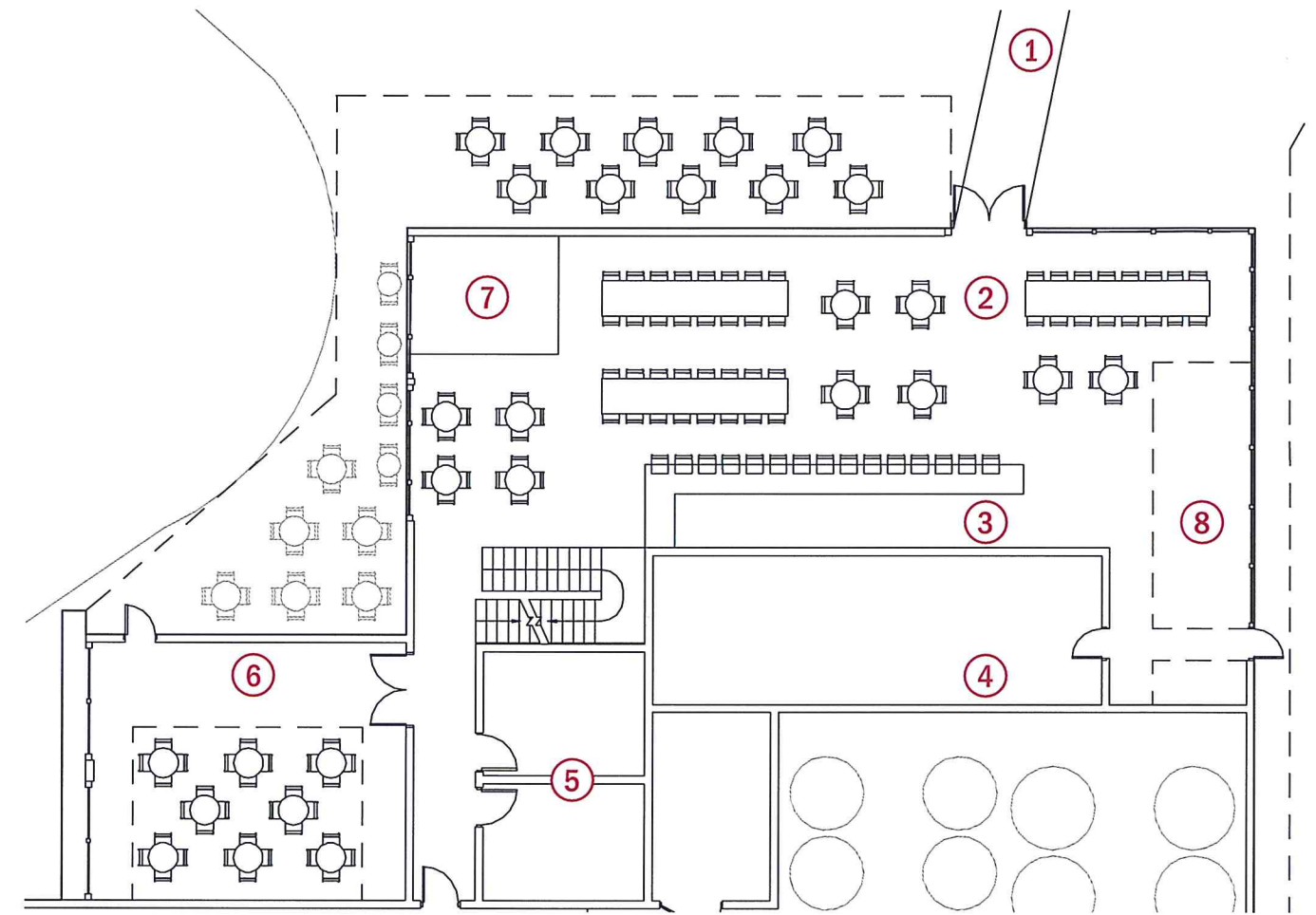
 MEP
900 SF



BUILDING FOOTPRINT

LEGEND

- 1 Entry
- 2 Dining Area
- 3 Bar
- 4 Kitchen / Back of House
- 5 Restroom
- 6 Dining Area / Private Function Room
- 7 Stage
- 8 Retail



RESTAURANT SEATING PLAN

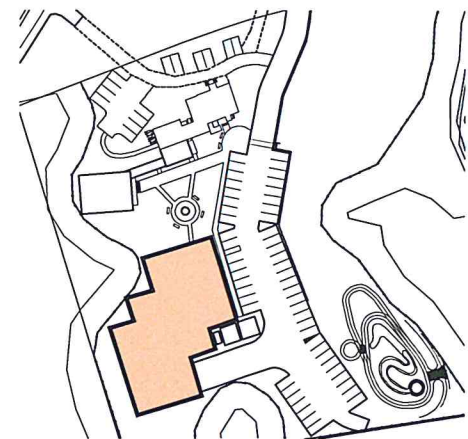
INDOOR SEATING LAYOUT

(18) 30" 4-PERSON TABLES = 72 SEATS
(3) 15' 16-PERSON TABLES = 48 SEATS
(15) BAR SPACES = 15 SEATS
135 INDOOR SEATS

OUTDOOR SEATING LAYOUT

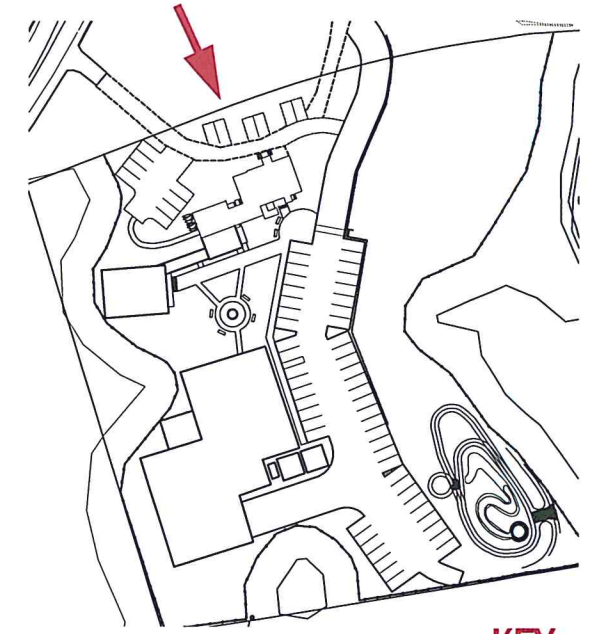
(10) 30" 4-PERSON TABLES = 40 SEATS
40 OUTDOOR SEATS

TOTAL SEAT COUNT: 175

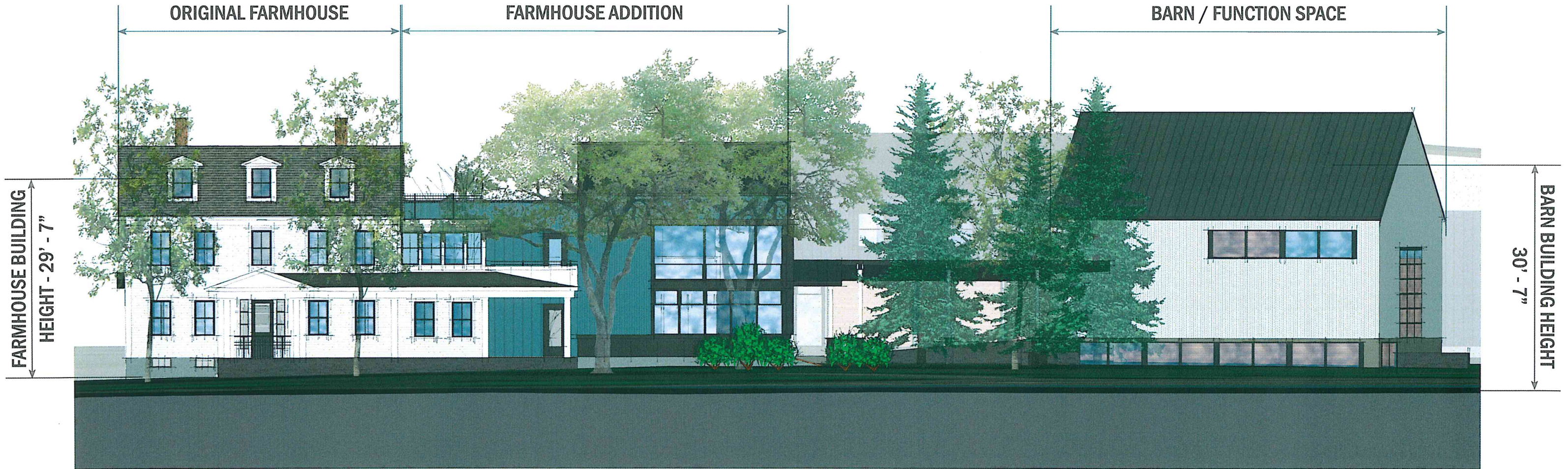


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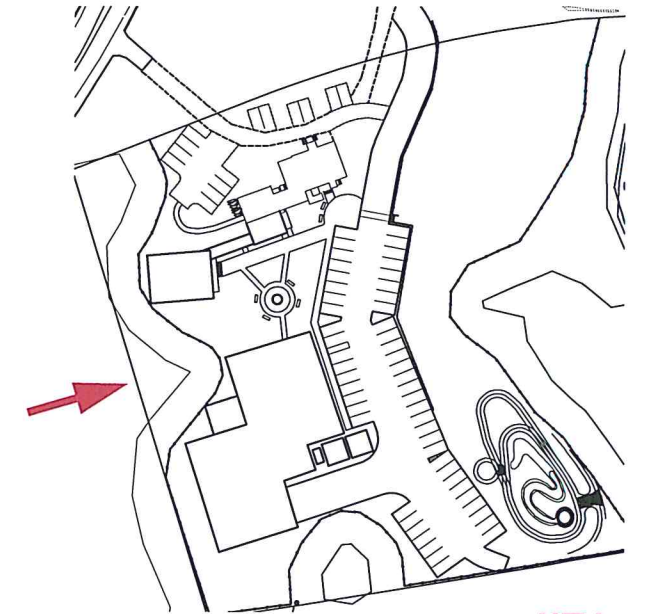
79 PARKER STREET
NEWBURYPORT, MA



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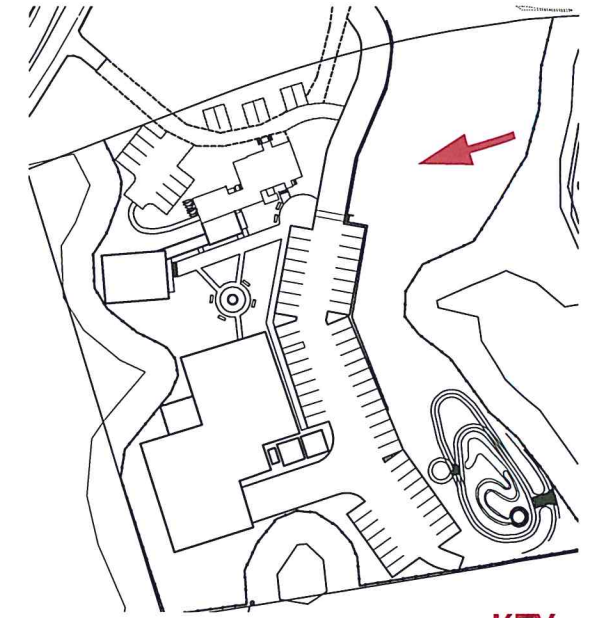
79 PARKER STREET
NEWBURYPORT, MA



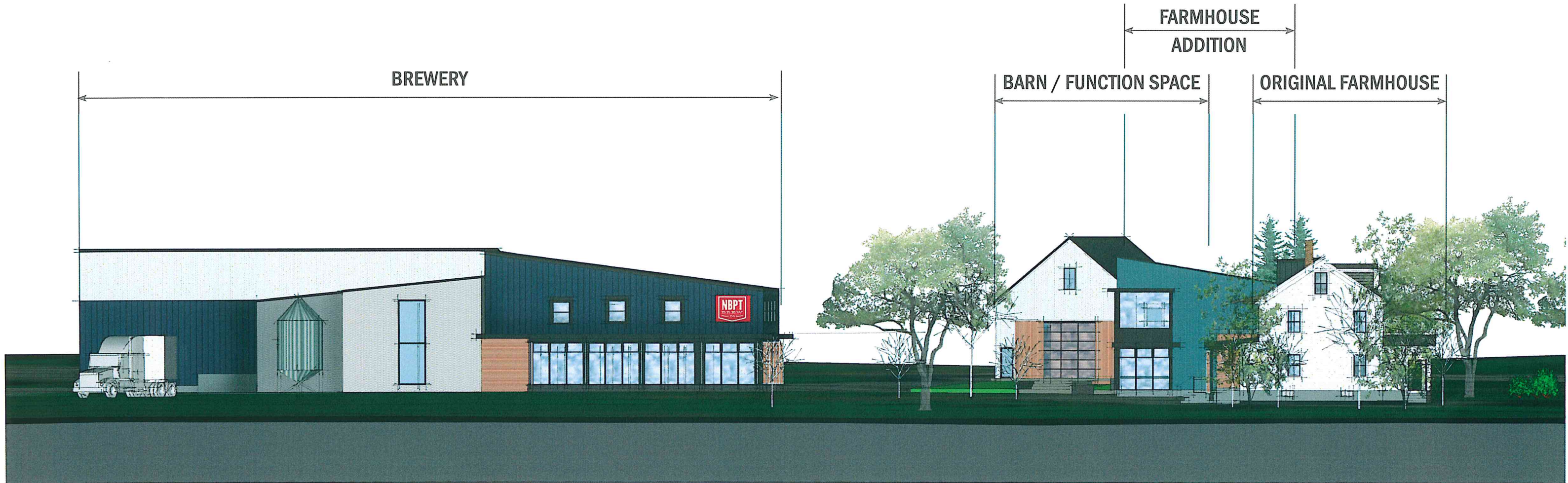
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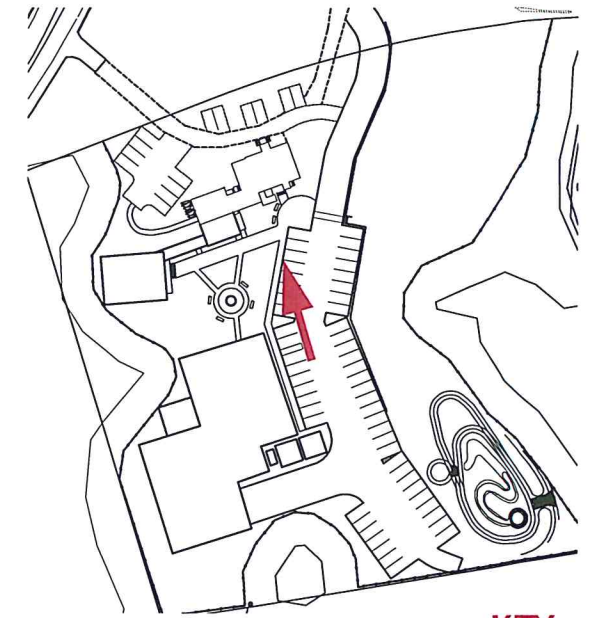
79 PARKER STREET
NEWBURYPORT, MA



KEY



79 PARKER STREET
NEWBURYPORT, MA



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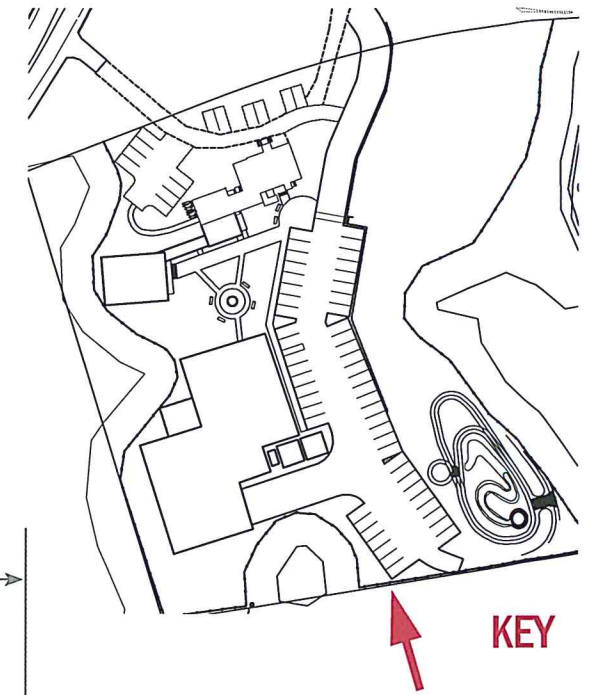
BARN / FUNCTION SPACE

FARMHOUSE ADDITION

ORIGINAL FARMHOUSE



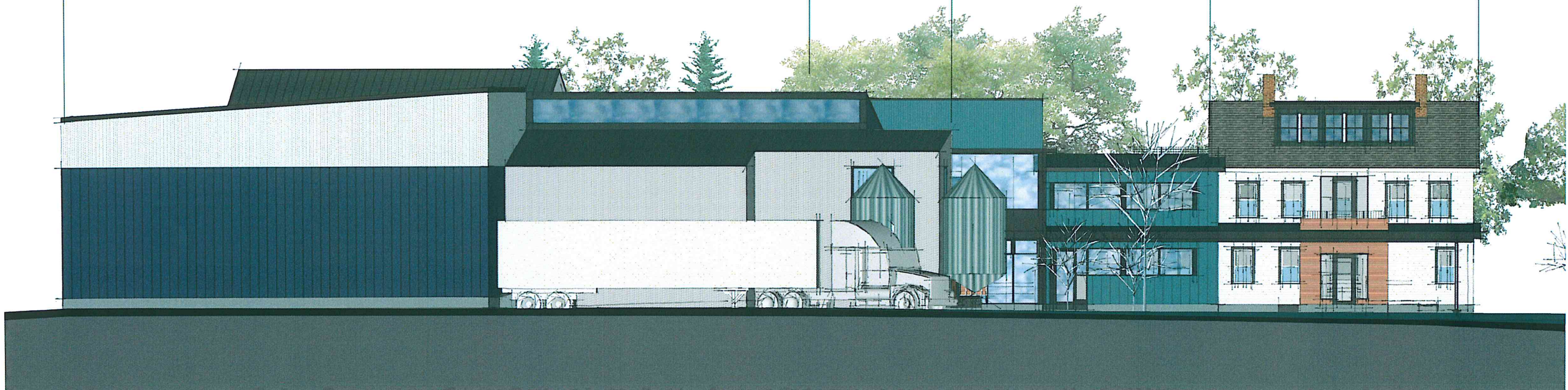
79 PARKER STREET
NEWBURYPORT, MA



FARMHOUSE ADDITION

BREWERY

ORIGINAL FARMHOUSE



**79 PARKER STREET
NEWBURYPORT, MA**

