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Attorneys at Law

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October 5, 2018

By Hand

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

Re: Request for Special Permit and Modification to Previously Approved
Dimensional Variance;
9 Orange Street, Unit 2, Newburyport, MA (the "Property");
Assessor's Map: 16 Lot: 5/B

Dear Chair and Members of the Board:

Reference is made to the above-captioned matter. In that connection, this firm represents Katharine Mulligan Lord, the owner of the Property (the "Petitioner"). The Petitioner seeks to construct a 134 square foot addition atop the rear of a structure located on the Property. See plans attached as **Exhibit A**. The Property consists of approximately 6,160 square feet of land with 66 feet of frontage on Orange Street. The structure in which Unit 2 is located is a two-family structure. The Property is located in the R-2 zoning district under the Newburyport Zoning Ordinance ("NZO") and as a result it is nonconforming for frontage, front setback, side and rear setbacks, along with lot area. The Property is also subject to the following permits issued in 2010: Special Permit for nonconformities from the Zoning Board of Appeals; and Section VI-C Special Permit from the Planning Board. Finally, the Property is subject to a Preservation Restriction held by the Newburyport Historic Commission (the "Commission"). See **Exhibit B**.

The current structure is nonconforming for rear yard setback. The R-2 District requires a rear yard setback of 25 feet; the Property has a rear yard setback of 19 feet and 10 inches. It is the Petitioner's intention to construct a 134 square foot addition to the rear of the structure. The work that is proposed will not create any new nonconformities, but will extend the rear setback by an upward extension. The footprint of the structure will not change. The roof of the small extension on the rear will change by removal with an addition constructed on top of it as shown on the attached plans. The rear roof change is minimally visible from the public way when viewed at an angle.

To proceed with the Project, Petitioner will require a special permit to modify the preexisting nonconforming structure in accordance with section IX-B(2)(A) of the NZO because there is an alteration to a preexisting nonconforming structure as well as a modification to the dimensional variance which was awarded on January 14, 2010, and recorded March 24, 2010, at the Essex South District Registry of Deeds in Book

Millis Office

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

Special Permit to Modify a Pre-Existing Non-Conforming Structure

Section IX-B(2)(A) allows for the modification of a preexisting nonconforming single- or two-family structure where the Board finds that:

1. **there will be no addition of a new nonconformity; and**
 2. **the proposed change will not be substantially more detrimental to the neighborhood than the preexisting nonconforming structure.**
-
1. As is shown on the plans, there will be no new nonconformities. The addition to the rear of the structure will only extend the rear setback by an upward extension.
 2. The Commission has agreed to the alteration to the rear of the structure. The addition at the rear of the structure only adds 134 square feet to the structure, will exist within the current footprint of the structure, and will not be visible when looking directly at the front of the structure from Orange Street. The shingles will match the existing roof. The siding will match the existing siding. The windows and trim will match the existing windows and trim. The area in question is only slightly visible from the street given the positioning of the main structure on the Property. Further, the alteration will cause the rear of the structure to better match the nearby carriage house, and the resulting massing is consistent with the structure's Federal style. The Board can find that the proposed addition will not be substantially more detrimental to the neighborhood.

Modification of a Dimensional Variance

The Applicant requires modification to the 2010 Dimensional Variance.

While the construction of the addition will alter the plans recorded with the Registry. The structure on the Property will remain in the same location within the same footprint. There will be no changes to lot area, open space, lot coverage, frontage, or setbacks. Given that the proposed modification will not impact those dimensional requirements for which relief was previously granted and will not cause a new violation, the Applicant requests that the Board grant a modification to the previously granted Dimensional Variance for the Property.

As a result, the Petitioner respectfully requests that you grant a Special Permit for non-conformities and a Modification to the 2010 Variance.

Respectfully submitted
Katharine Mulligan Lord
By her Attorney



Lisa L. Mead

Attachment
cc: client

City of Newburyport Zoning Board of Appeals
Application for a SPECIAL PERMIT FOR NON-CONFORMITIES

Petitioner: Katharine Mulligan Lord c/o Lisa L. Mead, Mead, Talerman & Costa, LLC

Mailing Address: 30 Green Street, Newburyport MA 01950

Phone: 9784637700 Email: Lisa@mtclawyers.com

Property Address: Unit 2, 9 Orange Street

Map and Lot(s): 16/5B Zoning District: R2

Book and Page(s): 33304/73

Owner(s) Name: Katharine Mulligan Lord

Mailing Address (if different): Unit 2 9 Orange Street

This request for a Special Permit for Non-Conformities is made under section(s):

- | | |
|----------------------------------------------------------------------|-----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Extension or Alteration (IX.B.2) | <input type="checkbox"/> Over 500 s.f. increase (IX.B.3.c) |
| <input type="checkbox"/> Parking | <input type="checkbox"/> Plum Island Overlay District (XXI-G-3) |
| <input checked="" type="checkbox"/> Upward Extension | <input type="checkbox"/> FAR |
| <input type="checkbox"/> Open Space | <input type="checkbox"/> Footprint Expansion |
| <input type="checkbox"/> Height | <input type="checkbox"/> Height Increase |
| <input type="checkbox"/> Lot Area | |
| <input type="checkbox"/> Use | |

(Refer to the Zoning Review form as supplied by the Zoning Administrator)

Description of request:

Add 134 square foot second floor addition to existing non-conforming structure.

All information contained within this application will become a formal part of the Zoning Board of Appeals proceedings and decision.

City of Newburyport Zoning Board of Appeals
Application for a SPECIAL PERMIT FOR NON-CONFORMITIES

	Lot s.f.	Open Space %	Lot Coverage %	FAR*	Height	Frontage	Parking Spaces	Front Setback	Side A Setback	Side B Setback	Rear Setback
Existing	6160		36		30' 11 "	66	6+	3'3"	11'6"	8"	19'10"
Proposed	6160		36		30' 11"	66	6+	3'3"	11'6"	8"	19'10"
Required	15,000	40	25		35	120	6	25	20	20	25

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

Existing Buildings:

Ground Floor Sq. Feet	# of Floors	Total Sq. Feet	Use Code of Building**
1597	2+	3965	102
_____	_____	_____	_____
_____	_____	_____	_____

Proposed Buildings:

Ground Floor Sq. Feet	# of Floors	Total Sq. Feet	Use Code of Building**
1597	2+	4099	102
_____	_____	_____	_____
_____	_____	_____	_____

**Reference Dimensional Code numbers and uses from the Zoning Ordinance. (e.g. – 101 = single family, etc.)

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 Special Permit for Non-Conformities must 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, 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):

Katharine M. Lord
OCT 4, 2018

City of Newburyport Zoning Board of Appeals
Application for a VARIANCE

Petitioner: Katharine Mulligan Lord c/o Lisa L. Mead, Mead, Talerman & Costa, LLC

Mailing Address: 30 Green Street Newburyport MA 01950

Phone: 9784637700 Email: Lisa@mtclawyers.com

Property Address: Unit 2 9 Orange Street

Map and Lot(s): 16/5B Zoning District: R2

Book and Page(s): 33304/73

Owner(s) Name: Katharine Mulligan Lord

Mailing Address (if different): Unit 2 9 Orange Street

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

- | | |
|----------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> Use Regulations (V) | <input checked="" type="checkbox"/> Dimensional Controls (VI) |
| <input type="checkbox"/> Parking (VII) | ___ Lot Area ___ Front Yard |
| <input type="checkbox"/> PIOD (XXI) | ___ Open Space ___ Side Yard |
| ___ FAR | ___ Lot Coverage ___ Rear Yard |
| ___ 2 ½ stories | ___ Height ___ Lot Width |
| ___ Footprint expansion | ___ Frontage |
| | <input type="checkbox"/> Other: <u>Modification to prior variance</u> |

Request:
 Modification to prior variance to add 134 sq ft second floor addition.

	Existing	Proposed
Ground Floor Square Feet	1597	1597
Number of Floors	2+	2+
Total Square Feet	3965	4099
Use	102	102

City of Newburyport Zoning Board of Appeals
Application for a VARIANCE

	Existing Dimensional Controls	Proposed Dimensional Controls	Required Dimensional Controls
Lot Area	6160	6160	6160
Frontage	66	66	120
Height	30'11"	30'11"	35
Lot Coverage (%)	36	36	25
Open Space (%)			
Front Setback	3'3"	3'3"	25
Side A Setback	11'6"	11'6"	20
Side B Setback	8"/>20	8"/>20	20
Rear Setback	19'10"	19'10"	25
Parking Spaces	6+	6+	6
FAR*			

*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):

Katharine Mc Lord
 OCT 4, 2018

Name: Katherine Mulligan Lord/Lisa Mead MTC LLC

Address: 9 Orange Street Zoning District(s): R2/DCOD

Request: Modification of 2010 Special Permit and Variance from ZBA to add 134 sq ft second story addition above existing single floor wing at rear of unit 2. Rear yard setback at upward extension is less than 25' required for 2 unit structure. Modification to 2010 V1.C PB SP

ZONING BOARD REVIEW REQUIRED

Variance MODIFICATION OF 2010 VARIANCE

- Use Regulations (V)
- Dimensional Controls (VI)
 - Lot Area Open Space Front Yard
 - Lot Frontage Height Side Yard
 - Lot Coverage Lot Width Rear Yard
- Parking (VII)

Sign Variance

- Signs (VIII)
 - Type Size
 - Lighting Location

Special Permit

- Table of Use Regulations (V.D) #: _____
- Spacing (VI.D)
- In-Law Apartment (XIIA)
- Bonus for Multifamily Developments (XVI)
- Personal Wireless Communication Services (XX)
- Demolition Control Overlay District (XXVIII)*
- Wind Energy Conversion Facilities (XXVI)
- 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
 - Use
- Over 500 sf. increase (IX.B.3.c)
- Plum Island Overlay District (XXI-G-3)
 - FAR Height
 - Lot Coverage Setbacks
 - Open Space

PLANNING BOARD REVIEW REQUIRED

Special Permit MODIFICATION OF 2010 VI.C

- Table of Use Regulations (V-D) # _____
- 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 EXISTING PR WAS CONDITION OF VI.C PERMIT *

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
 - Use
- Over 500 sf. increase (IX.B.3.c)

Site Plan Review (XV)

- Major Minor

Smart Growth District (XXIX)

- Plan Approval

HISTORICAL COMMISSION REVIEW REQUIRED

- Demo. Delay *Advisory Review

** PRESERVATION RESTRICTION MAJOR MODIFICATION*

CONSERVATION COMMISSION REVIEW REQUIRED

CITY COUNCIL REVIEW REQUIRED (X.H.9)



Newburyport Zoning Administrator 8/21/2018
Date

EXHIBIT A

"I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN."

JEFFREY S. HOFMANN, P.L.S. *10/20/10* DATE

"I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE BUILDINGS LOCATED ON AND THE PERIMETER OF THE PREMISES OF UNITS 1, 2, & 3 AT 9 ORANGE STREET CONDOMINIUM, THE STREET AND ALL COMMON AREAS TO WHICH THE UNIT OWNERS HAVE ACCESS AS PROVIDED FOR IN THE MASTER DEED."

JEFFREY S. HOFMANN, P.L.S. *10/20/10* DATE

ASSESSORS REFERENCE

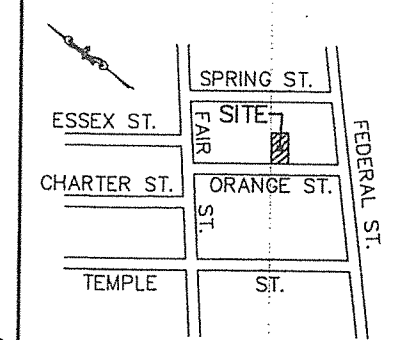
MAP #16, LOT #5

DEED REFERENCE

BOOK #28928, PAGE #283 E.S.D.R.D.

ZONING DISTRICT

RESIDENTIAL III



PLAN BOOK 426 PLAN 82
 REGISTERED IN THE REGISTER OF DEEDS 30. DIST. SALEM MASS.
 Received **NOVEMBER 30 2010**
 BY **MASTER DEED, 9**
ORANGE STREET CONDOMINIUM REG. 030017 P. 58
 Attest: *J. J. [Signature]*
 Register of Deeds

82
426
(4PIS.)

LOCUS 1"=500'±

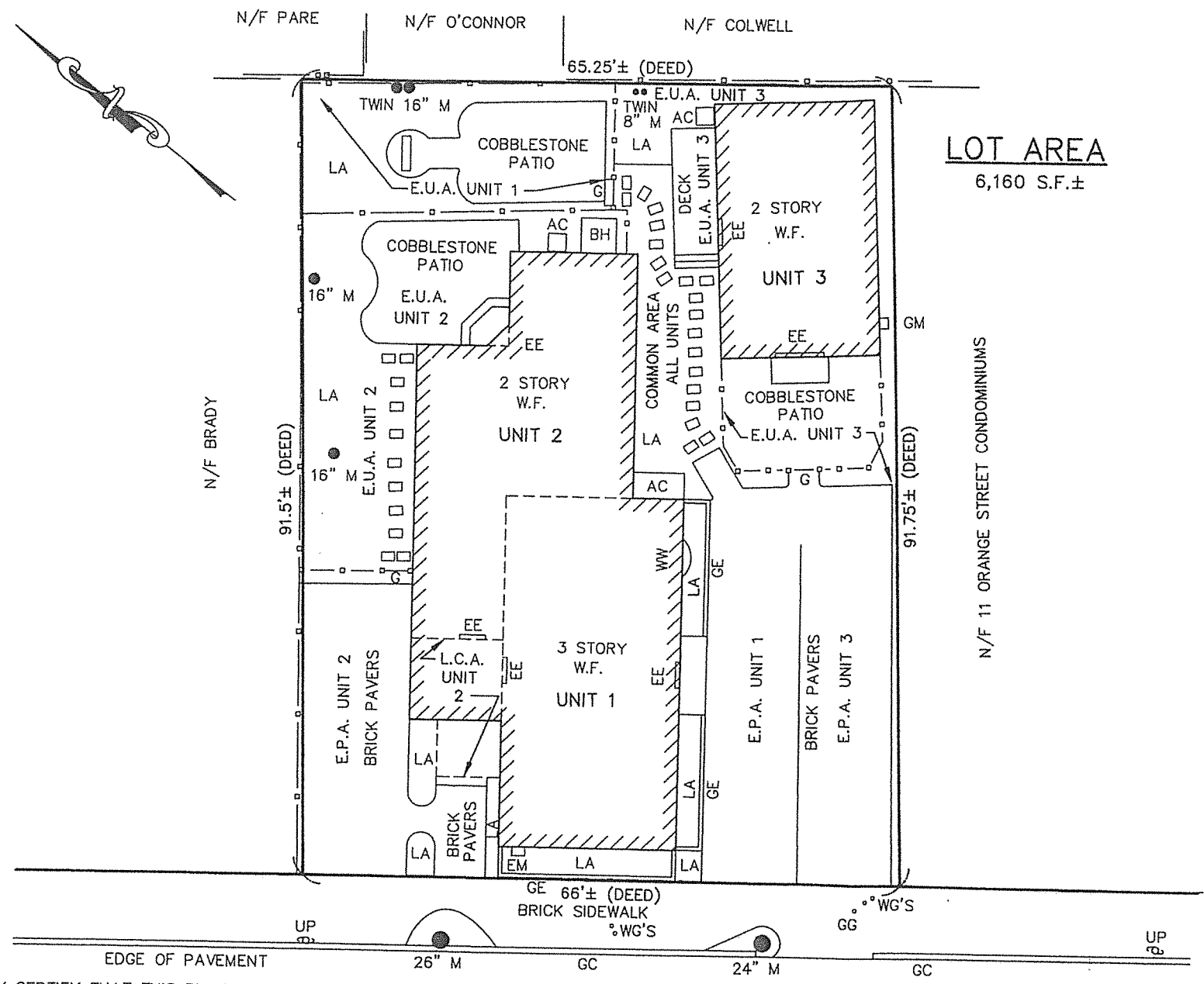
FOR REGISTRY USE

LEGEND

- E.U.A. EXCLUSIVE USE AREA
- L.C.A. LIMITED COMMON AREA
- E.P.A. EXCLUSIVE PARKING AREA
- W.F. WOOD FRAMED
- N/F NOW OR FORMERLY
- EE EXCLUSIVE ENTRY
- LA LANDSCAPED AREA
- G GATE
- AC AIR CONDITIONING UNIT
- GM GAS METER
- EM ELECTRIC METERS
- WW WINDOW WELL
- BH BULKHEAD
- WGO WATER GATE
- GG GAS GATE
- GC GRANITE CURB
- UP UTILITY POLE
- 24" M TREE WITH SIZE AND TYPE
- M MAPLE
- FLAGSTONE WALK
- WOOD FENCE

LOT AREA

6,160 S.F.±



CONDOMINIUM SITE PLAN OF LAND

IN **NEWBURYPORT, MASSACHUSETTS**

OF **9 ORANGE STREET CONDOMINIUM**

PREPARED FOR **CHART HOUSE DEVELOPMENT, LLC**
 234 MIDDLE STREET - WEST NEWBURY, MASSACHUSETTS 01985

DATE: OCTOBER 20, 2010

SCALE: 1"=10'

NORTHSTAR LAND SURVEY SERVICES
 19 CENTRAL STREET - SUITE H
 NEWBURY, MA 01922
 TEL: (978) 465-2940 FAX: (978) 465-1017
 EMAIL: NORTHSTAR01950@AOL.COM

"I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS."

JEFFREY S. HOFMANN, P.L.S. *10/20/10* DATE

ORANGE STREET
 (PUBLIC - VARIABLE WIDTH)

6878 8876condo-site-plan.dwg 10/20/10

project:

LORD RESIDENCE

9 Orange Street, Unit 2
Newburyport, MA

architect:

GRAF ARCHITECTS
2 Liberty Street
Newburyport, MA
01950
T. 978 499 9442

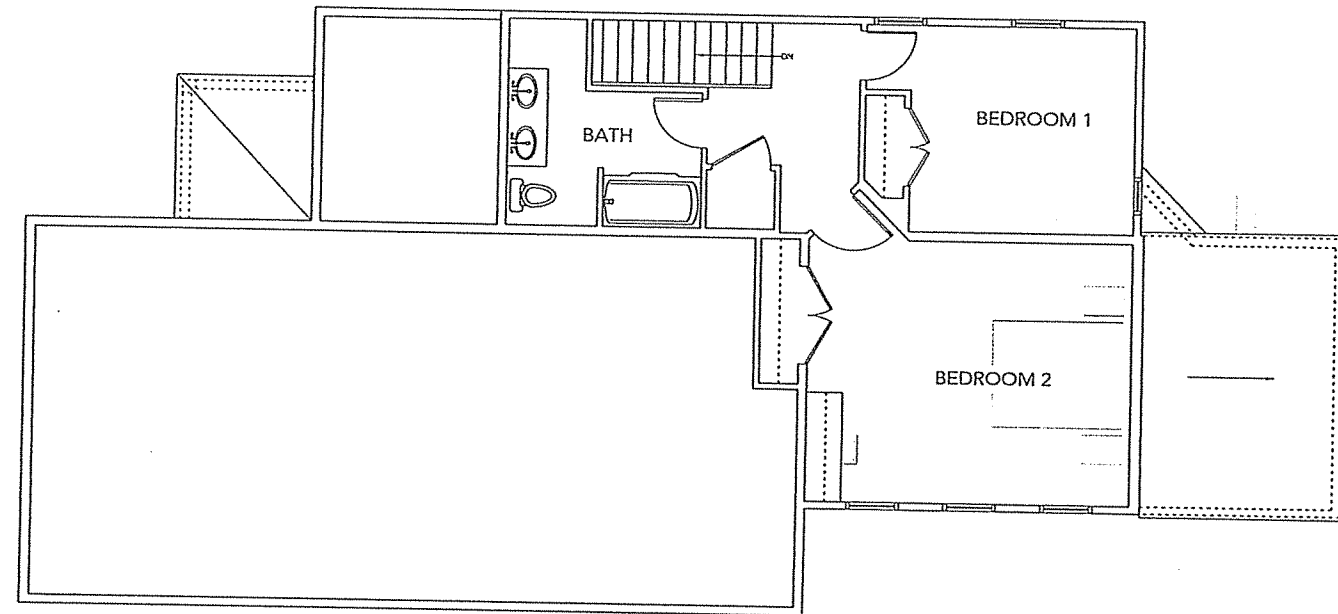
title:

Site Plan,
Existing + Proposed
Floor Plans

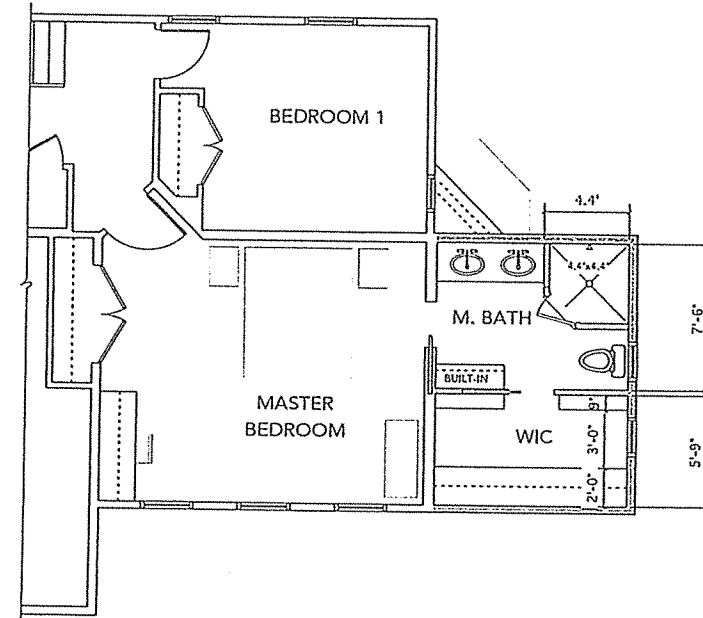
SCALE: 1/8" = 1'-0"

16 august 2018

A01

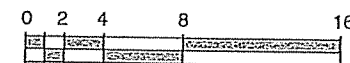


① Second Floor Plan - EXISTING
SCALE: 1/8" = 1'-0"



② Second Floor Addition - PROPOSED
SCALE: 1/8" = 1'-0"

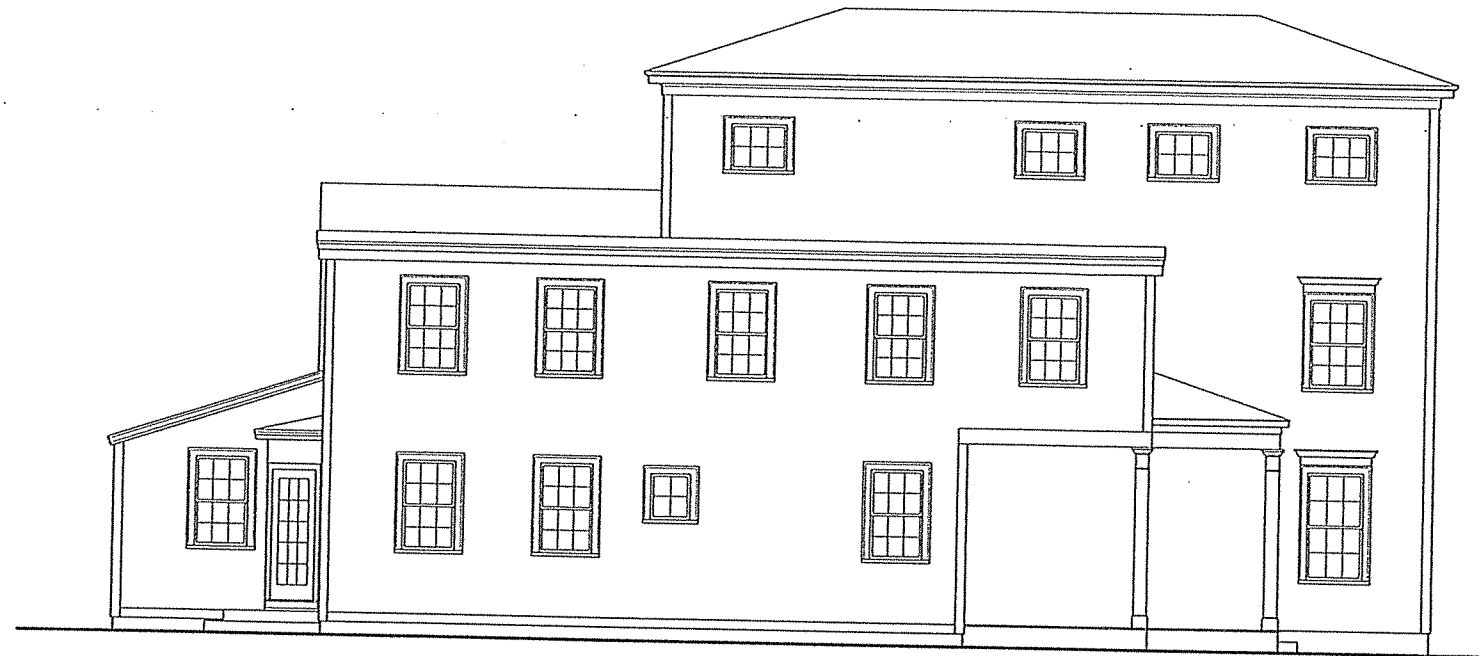
SCALE



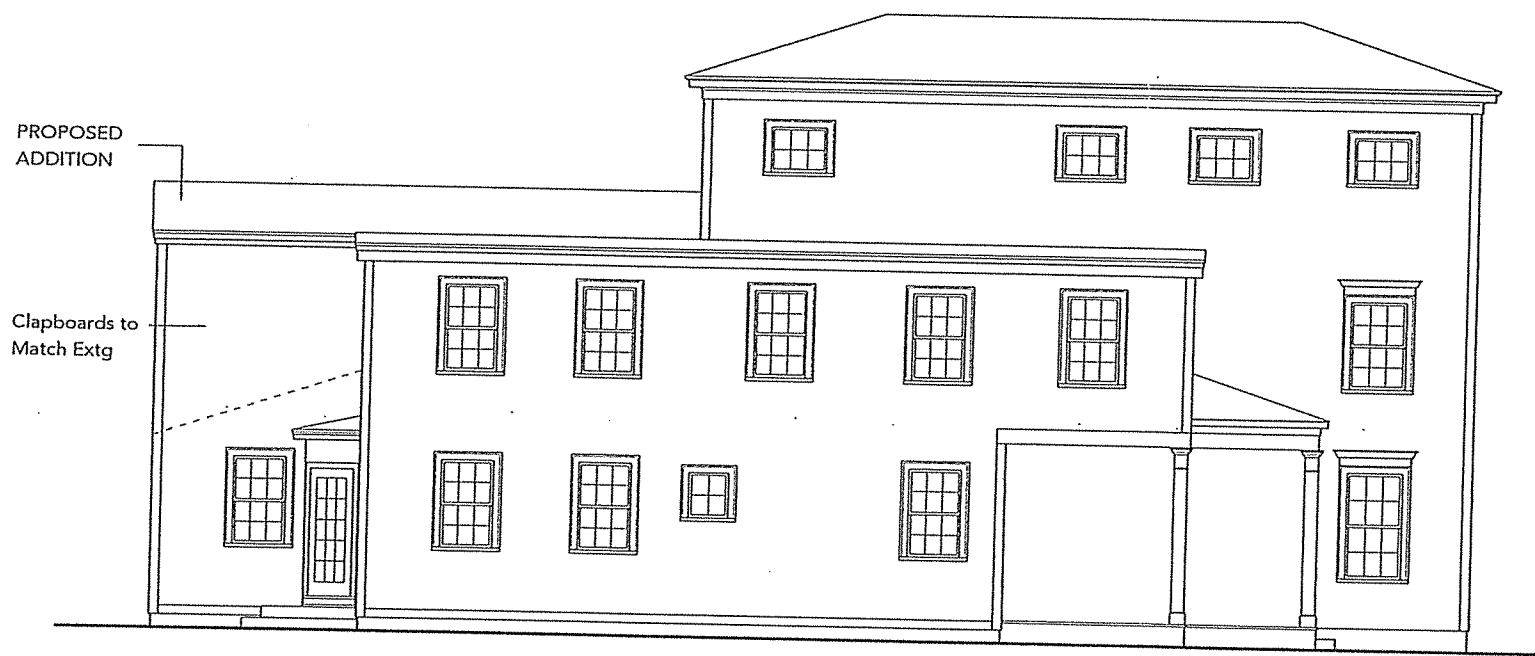
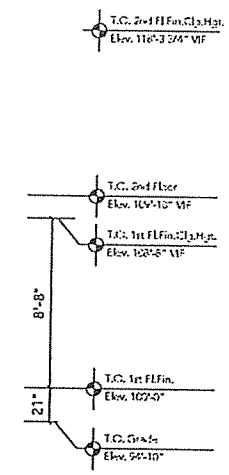
SYMBOL LEGEND

- Denotes Existing
- ▨ Denotes Proposed

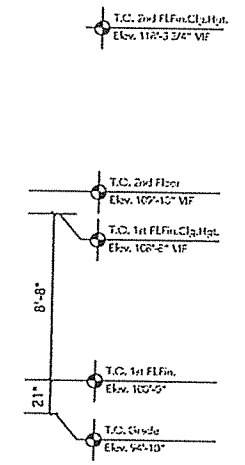
DATE: 08/16/18 10:00 AM



1 Exterior Elevation - EXISTING SIDE
SCALE: 1/8" = 1'-0"



2 Exterior Elevation - PROPOSED SIDE
SCALE: 1/8" = 1'-0"



project
LORD RESIDENCE
9 Orange Street, Unit 2
Newburyport, MA

architect
GRAF ARCHITECTS
2 Liberty Street
Newburyport, MA
01950
T. 978 499 9442
www.grafarch.com

title:
Existing + Proposed
Exterior Elevations

SCALE: 1/8" = 1'-0"
16 august 2018

A02

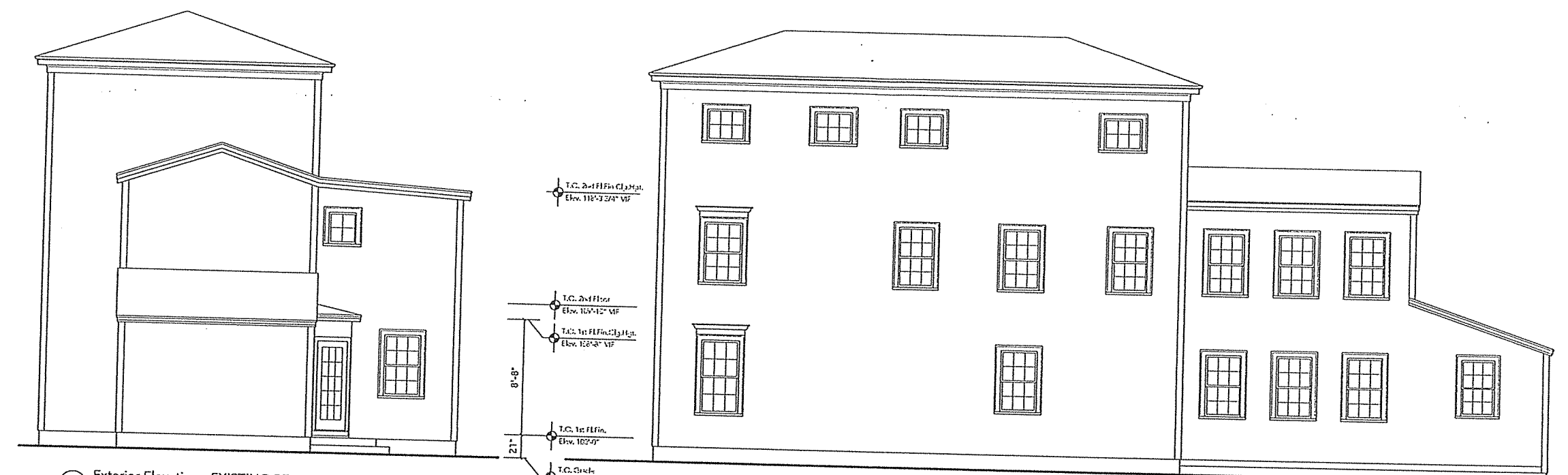
project:
**LORD
 RESIDENCE**
 9 Orange Street, Unit 2
 Newburyport, MA

architect:
**GRAF
 ARCHITECTS**
 2 Liberty Street
 Newburyport, MA
 01950
 T. 978.499.9442
 www.graf-arch.com

title:
**Existing + Proposed
 Exterior Elevations**

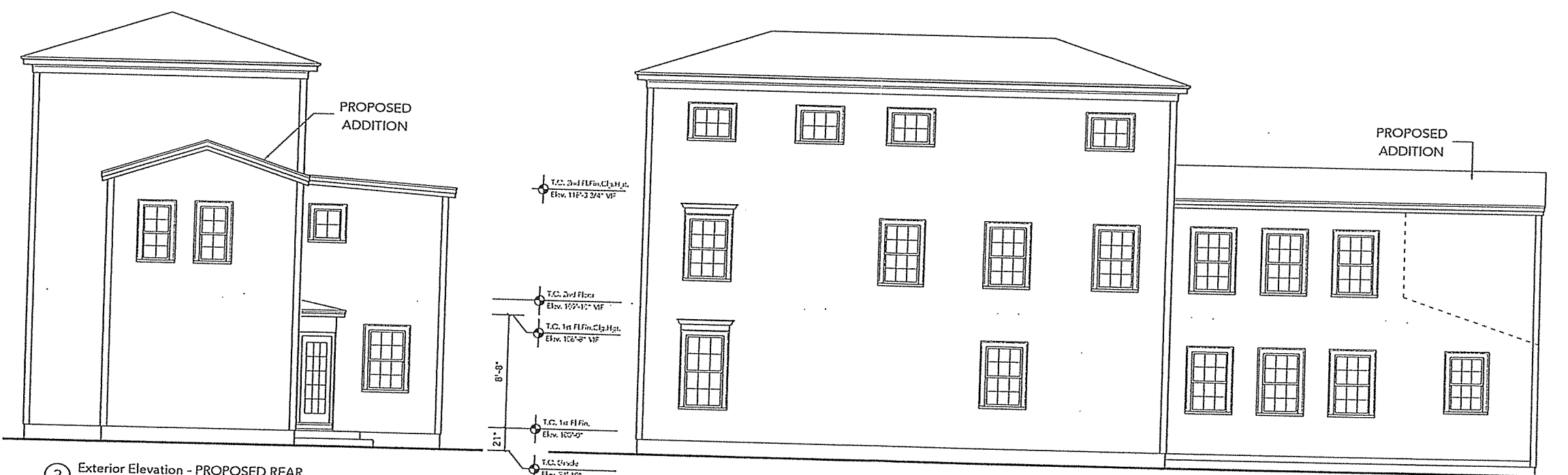
SCALE: 1/8" = 1'-0"
 16 august 2018

A03



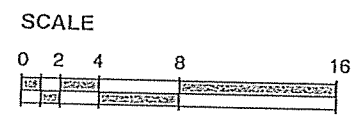
1 Exterior Elevation - EXISTING REAR
 SCALE: 1/8" = 1'-0"

2 Exterior Elevation - EXISTING SIDE
 SCALE: 1/8" = 1'-0"



3 Exterior Elevation - PROPOSED REAR
 SCALE: 1/8" = 1'-0"

4 Exterior Elevation - PROPOSED SIDE
 SCALE: 1/8" = 1'-0"



SYMBOL LEGEND

- Denotes Existing
- Denotes Proposed

EXHIBIT B

Brk

15
33

DP
2

PRESERVATION RESTRICTION AGREEMENT

Between

CHART HOUSE DEVELOPMENT, LLC

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this _____ day of _____ 2010 (this "Restriction") by and between the CHART HOUSE DEVELOPMENT, LLC located at 234 Middle Street, West Newbury, Massachusetts, 01985 ("Grantor"), and the CITY OF NEWBURYPORT ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex, Massachusetts, to be administered, managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 (the "Commission").

WHEREAS, the Grantor is the owner in fee simple of certain real property located at 9 Orange Street, Newburyport, Massachusetts (hereinafter referred to as "the Premises"), described in a deed recorded with the Essex South Registry of Deeds on September 15, 2009, Book 28928, Page 283, (attached hereto as Exhibit A and incorporated herein by reference), said Property improved by two (2) buildings thereon, referred to hereinafter as "the Buildings", described as follows:

The house is an excellent example of the Federal style that predominated in Newburyport during the early years of the nineteenth century. The three story house, with a restored symmetrical five bay façade, hipped roof and decreasing window size in the upper floors, is characteristically Federal. Exceptional architectural features include the decorative trim elements such as entablatures above the windows and the fanlight on the street-facing, side entrance. Bed moulding along the roofline is representative of the period. The two story carriage barn has a footprint dimension of approximately 18-by-29 feet. Its gable end faces Orange Street. The Building is further depicted and described in Exhibit C incorporated herein and attached hereto;

WHEREAS, the cultural, historical and architectural significance of the Buildings emanate from their Federal Period Architecture, the Buildings being important to the public enjoyment and appreciation of their architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Buildings and the Premises, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Buildings and the Premises; and

WHEREAS, the Buildings' and the Premises' preservation values are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as Exhibit C, which Baseline Documentation the parties agree provides an accurate representation

of the Buildings as of the date of this grant.

WHEREAS, the Baseline Documentation (Exhibit C) shall consist of the following:

- 1) Photographs
- 2) List of Features.
- 3) Architectural plans detailing the proposed front and west elevations of the Buildings, prepared by Bruce S. Taylor AIA, dated December 2009.

WHEREAS, the Buildings are in need of preservation and restoration; and

WHEREAS, the Grantor has applied for a Special Permit pursuant to Section VI-C of the Zoning Ordinance and as a condition of said permit the Grantor has agreed to impose a restriction on the Buildings and Premises for the preservation and renovation of the aforementioned Buildings, under the terms and conditions set forth herein and in such other documents as the parties may execute (the "Restriction" or "Preservation Restriction");

WHEREAS, the Grantor, in further consideration of the receipt of such Special Permit and to ensure the preservation of the aforementioned Buildings, agrees and desires to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Buildings;

WHEREAS, the preservation of the Buildings are important to the public for the enjoyment and appreciation of their architectural and historical heritage and serves the public interest; and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8D, authorized and directed by the Grantee to manage the Premises and Buildings burdened by such restrictions and to administer and enforce this Restriction;

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

1. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Buildings will be retained and maintained during the Term substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Premises or the exterior of the Buildings that will significantly impair or interfere with the Buildings' preservation values or alter views of the exterior of the Buildings. It the further purpose of this Restriction to recommend the preservation of interior features, although such preservation is not mandated by or enforceable under this Restriction. Grantor agrees at all times to maintain the Premises and the exterior of the Buildings in accordance with this Restriction and in compliance with all federal, state and local laws, codes and bylaws applicable to the Premises and/or the Buildings. Grantor's obligation to maintain shall require repair, reconstruction and, where necessary, replacement in kind whenever necessary to preserve the Buildings in a good, sound and attractive condition and state of repair. This covenant to maintain shall, however, be subject to the casualty provisions of paragraph 9.

2. Preservation Restriction: The Grantor agrees not to undertake or allow others to undertake:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Buildings unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Buildings and the Premises, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Restriction, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Buildings or the Premises.

3. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Buildings shall not be demolished, removed, or razed except as provided in paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises near the Buildings;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Premises, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Buildings without prior approval of the Grantor; and
- e. moving the Buildings to another location shall be forbidden without prior approval of the Commission.

4. Conditional Rights Requiring Grantee Approval: Subject to the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Buildings without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Buildings, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Buildings. Grantor shall similarly not make any alterations to the surrounding Premises that would obscure the current view of the Buildings, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Buildings and the Premises which are of a minor nature shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines, which are attached to this Restriction and hereby incorporated by reference.

5. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions

of this Restriction, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

a. the right to engage in all those acts and uses that:

(i) are permitted by governmental statute or regulation;

(ii) do not substantially impair the preservation values of the Buildings and Premises;
and

(iii) are not inconsistent with the Purpose of this Restriction;

b. the right to maintain and repair the Buildings strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Buildings. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 4;

6. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at paragraphs 2 and 4 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted. Grantor shall comply with the requirements of this paragraph in seeking Grantor's approval, whenever such approval is required under this Restriction.

7. Standards for Review: In exercising any authority created by this Restriction to inspect the Buildings; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Buildings following casualty damage, the Commission shall apply the Secretary's Standards.

8. Casualty Damage or Destruction: In the event that Buildings or Premises shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Buildings and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor

at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and
- c. a report of such restoration/reconstruction work necessary to return the Buildings to the condition existing at the date hereof or the condition subsequently approved by the Commission.

9. Review After Casualty Damage or Destruction: If, after reviewing the report provided in paragraph 8 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 10, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Buildings in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 10, Grantor and the Commission agree that restoration/reconstruction of the Buildings is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Buildings, and/or construct new improvements on the Premises. Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 22 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 10, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. The Arbitrator shall have experience in historic preservation matters.

10. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

11. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses

and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Premises, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused directly by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

12. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing, sent by overnight courier, registered or certified mail with return receipt requested, or hand-delivered;

Grantor: Chart House Development, LLC located at 234 Middle Street, West Newbury, Massachusetts. 01985

Grantee: City of Newburyport, c/o Newburyport Historical Commission, City Hall, 60 Pleasant Street, Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

13. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

14. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Buildings and the Premises on an annual basis and on such other times as Grantee may reasonably request. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

15. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Buildings, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Buildings.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Buildings be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to

enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Restriction, the Commission does not assume any liability or obligation relating to the condition of the Buildings or the Premises, including compliance with hazardous materials or other environmental laws and regulations.

16. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Premises received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

17. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

18. Term of Restriction: Except as provided in Paragraphs 8 and 9, the restrictions, obligations and duties set forth in this Restriction shall run with and the Premises for a period of thirty (30) years from the date on which this Restriction is recorded with the Essex South District Registry of Deeds (the "Term") and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the right of the Commission to enforce this Preservation Restriction Agreement during the Term. The Grantor hereby covenants for itself to stand seized and hold title to the Premises subject to the terms of this Restriction during the Term. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee during the Term, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, the owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property. Notwithstanding anything to the contrary contained herein it is expressly agreed that upon the Grantor divesting itself of its title to the Premises its obligations pursuant to this Restriction shall cease and such obligations shall become the obligations of the Grantor's successor(s) in interest.

18. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

19. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under applicable law.

20. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor and the Newburyport Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

21. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Buildings resulting from casualty. Prior to such an extinguishment, a public hearing shall be held by the City of Newburyport to determine that such extinguishment is in the public interest. In the event of a sale of the Premises, net proceeds of sale shall be paid to Grantor.

22. Condemnation: If all or any part of the Premises is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Premises that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

23. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Premises shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.

b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.

c. It is the intent of the parties hereto to agree and to bind themselves, their successors and their assigns to each term of this instrument for the Term of this Restriction, whether this instrument be enforceable by reason of any statute or common law either in existence now or at any time subsequent hereto.

d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any

provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

24. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Premises and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

25. Release: This Preservation Restriction is intended to be a restriction in gross binding for the Term and may only be released, in whole or in part, by the Commission in accordance with any applicable laws, ordinances, rules and regulations.

26. Revised Baseline Documentation: Following the substantial completion of the restoration and rehabilitation of the Building following the plans approved by Grantee, Grantor shall record promptly a new, comprehensive set of high resolution photographic documentation depicting the exterior of the Building, said photographic documentation to be filed with and maintained by the Commission in archival print and digital CD format at the Newburyport Historical Commission, in care of the City of Newburyport Office of Planning and Development, 60 Pleasant Street, Newburyport, MA, 01950, together with a numbered list of photographs indicating photographic view and date taken, said documentation to be used in the administration and enforcement of the purposes and terms of this Restriction.

27. Mortgage Subordination: Grantor represents and warrants to Grantee that the Premises are not subject to any mortgages, liens, or leases prior in right to this Restriction other than the mortgage granted to Newburyport Five Cents Savings Bank, recorded with the Essex South District Registry of Deeds in Book 28928, Page 288, which has subordinated its mortgage to this Restriction. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Premises prior in right to this Restriction.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 26th day of February, 2010.

By: [Signature]

Craig Pessina, Manager Chart House Development, LLC

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 26th day of February, 2010, before me, the undersigned notary public, personally appeared Craig Pessina, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as Manager of Chart House Development, LLC.

[Signature]

Notary Public

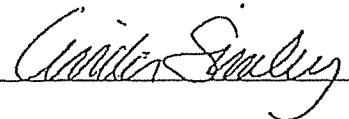
My Commission Expires: July 23, 2010

Print Notary Public's Name: Mark W. Griffin



GRANTEE:

City of Newburyport

By: 

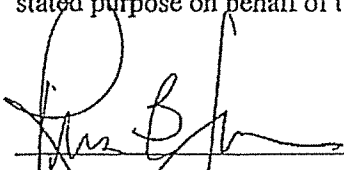
Linda Smiley/Chairperson

Its duly authorized Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 4 day of MARCH, 2010, before the undersigned notary public, personally appeared Linda Smiley, Chairperson of the Newburyport Historical Commission, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) ~~(my personal knowledge of the identity of the principal)~~, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the City of Newburyport.



Notary Public:

My Commission Expires Richard B. Jones

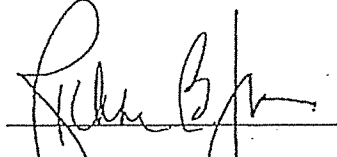
Print Notary Public's Name: 4/19/2013

ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on MARCH 15, 2010, the City Council voted to approve the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest.

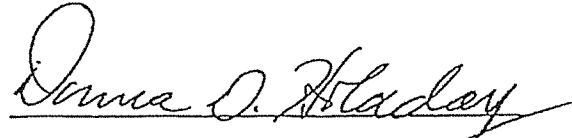
CITY OF NEWBURYPORT,

By its Clerk


Richard B. Jones

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

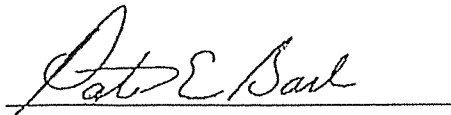
CITY OF NEWBURYPORT


Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 17 day of March, 2010, before the undersigned notary public, personally appeared Donna D. Holaday, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Newburyport.



Notary Public:

My commission Expires:

Print Notary Public's Name: _____

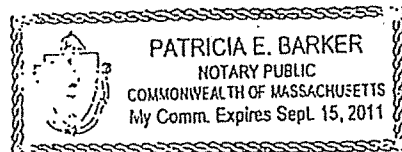


Exhibit A:

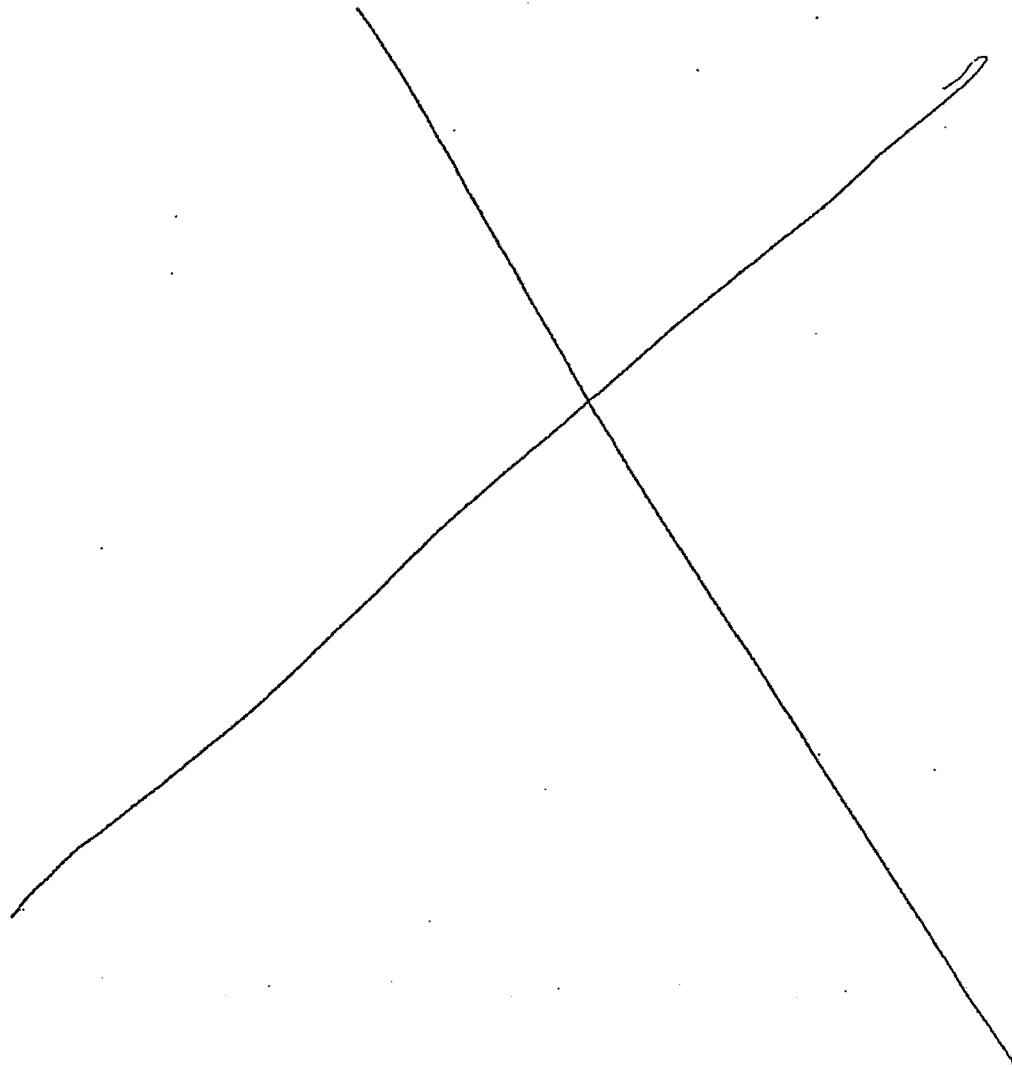
Deed to Premises – See Attachment.

Exhibit B:

Site Plan – See Attachment.

Exhibit C:

Baseline Documentation – See Attachment.



RESTRICTION GUIDELINES

ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT

BETWEEN THE CITY OF NEWBURYPORT AND

CHART HOUSE DEVELOPMENT, LLC

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the Preservation Restriction, which deals with alterations to the Premises, including the Buildings. Under this paragraph, permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

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

PAINT

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

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental ironwork, stone, decorative or significant woodwork.

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 of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

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

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

Changes classified as major alterations are not necessarily unacceptable. In fact approval of such changes

shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Buildings assessed.

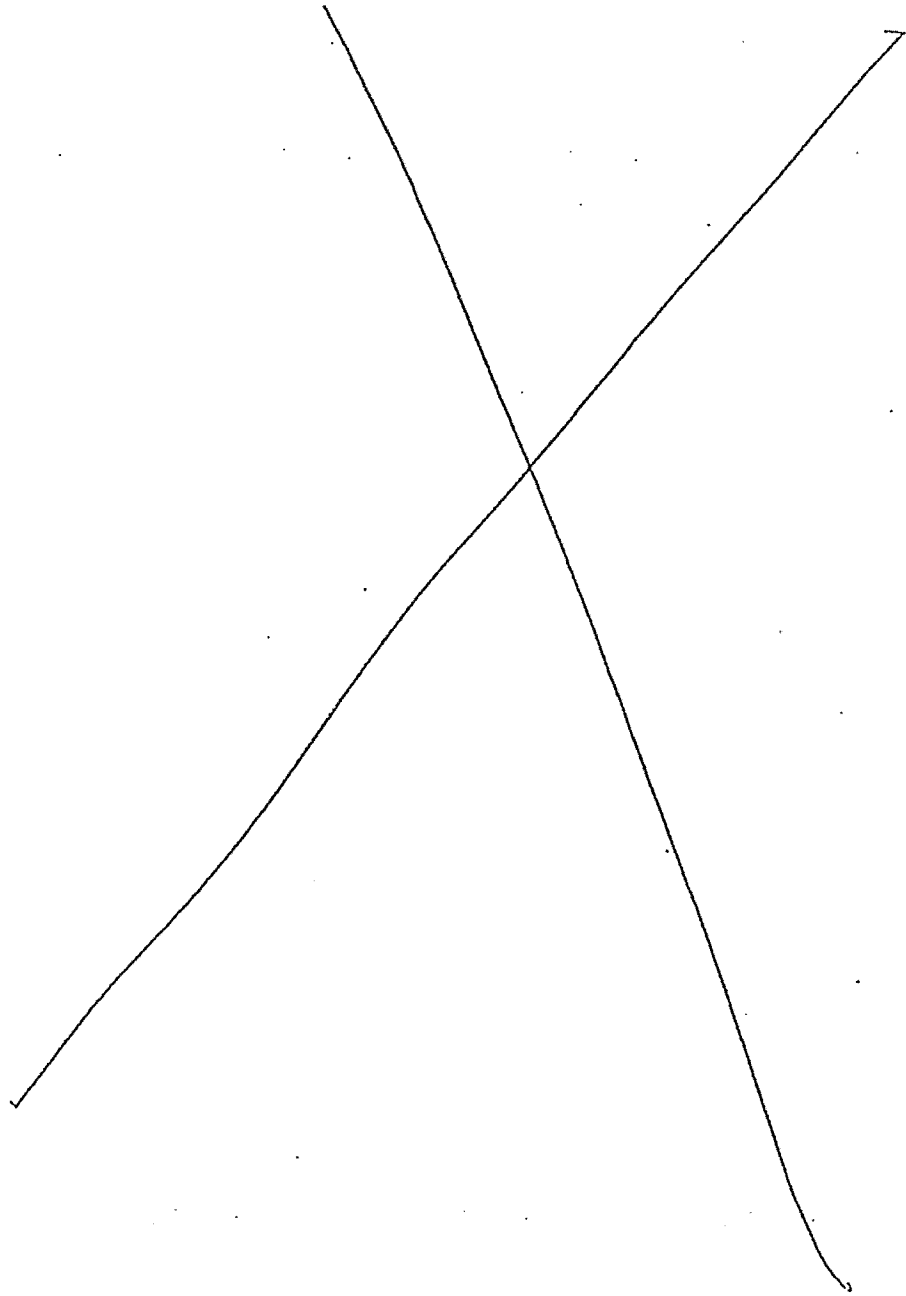
It is the responsibility of the property owner to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

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

393083/NBPT/0001

EXHIBIT A

Deed to Premises – Attached



Box 9

DD-8

2009091500378 Bk:28928 Pg:283
09/15/2009 02:41 DEED Pa 1/3

QUITCLAIM DEED

30
10

We, Jerome P. Bergeron of 172 Beacon Street, Marblehead, Massachusetts, as Administrator of the Estate of Florence A. Bergeron, Essex Probate Court Docket Number ES08P3172EA, Jacques Bergeron of 8 Franklin Street, Marblehead, Massachusetts, Judson A. Bergeron of 4 Puritan Road, Marblehead, Massachusetts, Joanna M. Louf *aka* Joanna M. Bergeron of 42 Hanson Street, Salem, Massachusetts, and Jeanne Bergeron Robertson of 8630 Mapleville Road, Mt. Airy, Maryland, individually, as beneficiaries of the Alexander Realty Trust, recorded at Essex South District Registry of Deeds, Book 5914, Page 337, and as deemed beneficiaries and trustees of said trust pursuant to the Certificate of Beneficiaries, recorded immediately prior hereto,

For consideration paid and in full consideration of Four Hundred Forty Thousand (\$440,000.00) and 00/100 Dollars,

Grant to Chart House Development, LLC, a Massachusetts Limited Liability Company

With quitclaim covenants the land in Newburyport, Essex County, Massachusetts, together with the buildings thereon, now numbered 9 Orange Street, bounded and described as follows, viz -

Commencing at the southerly corner thereof on Orange Street by land now or formerly of Moulton, thence running


- NORTHEASTERLY by said land of Moulton, 91 feet, 9 inches to land now or formerly of George H. Dow; thence
- NORTHWESTERLY in part by said land of Dow, in part by land of or formerly of Henry T. Moody, and in part by land of or formerly of Julia Caroy, 65 feet, 3 inches to land now or formerly of John W. Shaw, thence
- SOUTHWESTERLY by said land of Shaw, 91 feet, 6 inches to Orange Street; and thence
- SOUTHEASTERLY by said Street, 66 feet to the point of beginning.

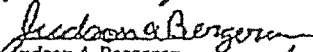
All of said measurements being more or less.


For title reference is made to deed dated November 18, 1992, and recorded with Essex South District Registry of Deeds Book 11608, Page 394. For further reference see the Estate of Florence A. Bergeron, Essex Probate Court Docket No. ES08P3172EA.

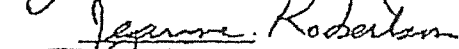
MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 09/15/2009 02:41 PM
ID: 748262 Doc# 20090915003788
Fee: \$2,006.40 Conr: \$440,000.00


Executed by our free act and deed and as a sealed instrument this ___ day of September, 2009.


Jacques Bergeron


Judson A. Bergeron


Joanna M. Louf


Jeanne Robertson

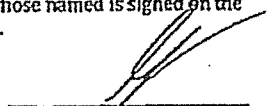

Jerome P. Bergeron
For the Estate of Florence A. Bergeron

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Date: September 10, 2009

On this 10 day September, 2009, before me, the undersigned notary public personally appeared, Jerome P. Bergeron and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.


Notary: Sean M. Wynne
My Commission Expires: December 3, 2015

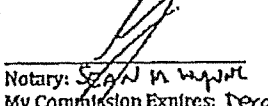


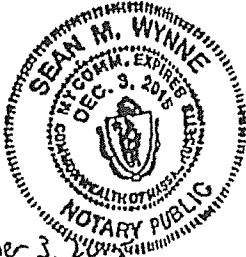
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Date: September 10, 2009

On this 10 day September, 2009, before me, the undersigned notary public personally appeared, Judson A. Bergeron and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.


Notary: Sean M. Wynne
My Commission Expires: December 3, 2015

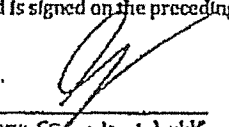


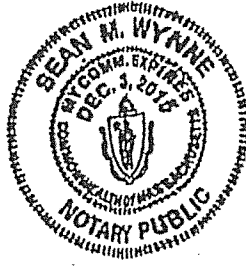
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Date: September 14, 2009

On this 14 day September, 2009, before me, the undersigned notary public personally appeared, Joanna M. Louf and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.


Notary: Sean M. Wynne
My Commission Expires: December 3, 2015

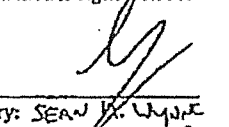


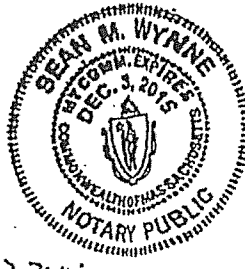
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Date: September 10, 2009

On this 10 day September, 2009, before me, the undersigned notary public personally appeared, Jacques Bergeron and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.


Notary: Sean M. Wynne
My Commission Expires: December 3, 2015



STATE OF MARYLAND

_____, ss.

Date: September 9, 2009

On this 9th day September, 2009, before me, the undersigned notary public personally appeared, ~~Francis Robertson~~ and executed the above document as his free act and deed and proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose named is signed on the preceding or attached document in my presence.


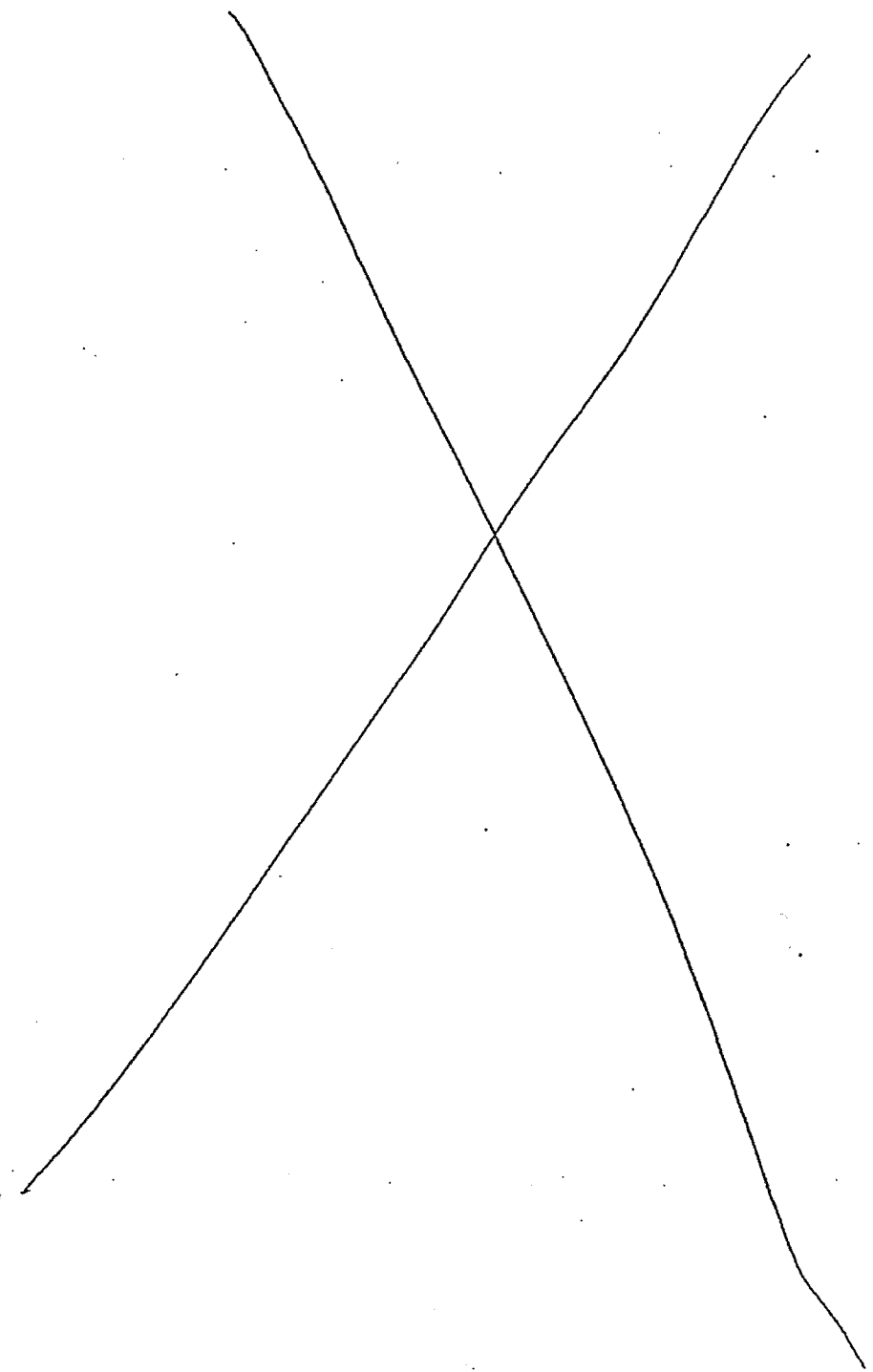
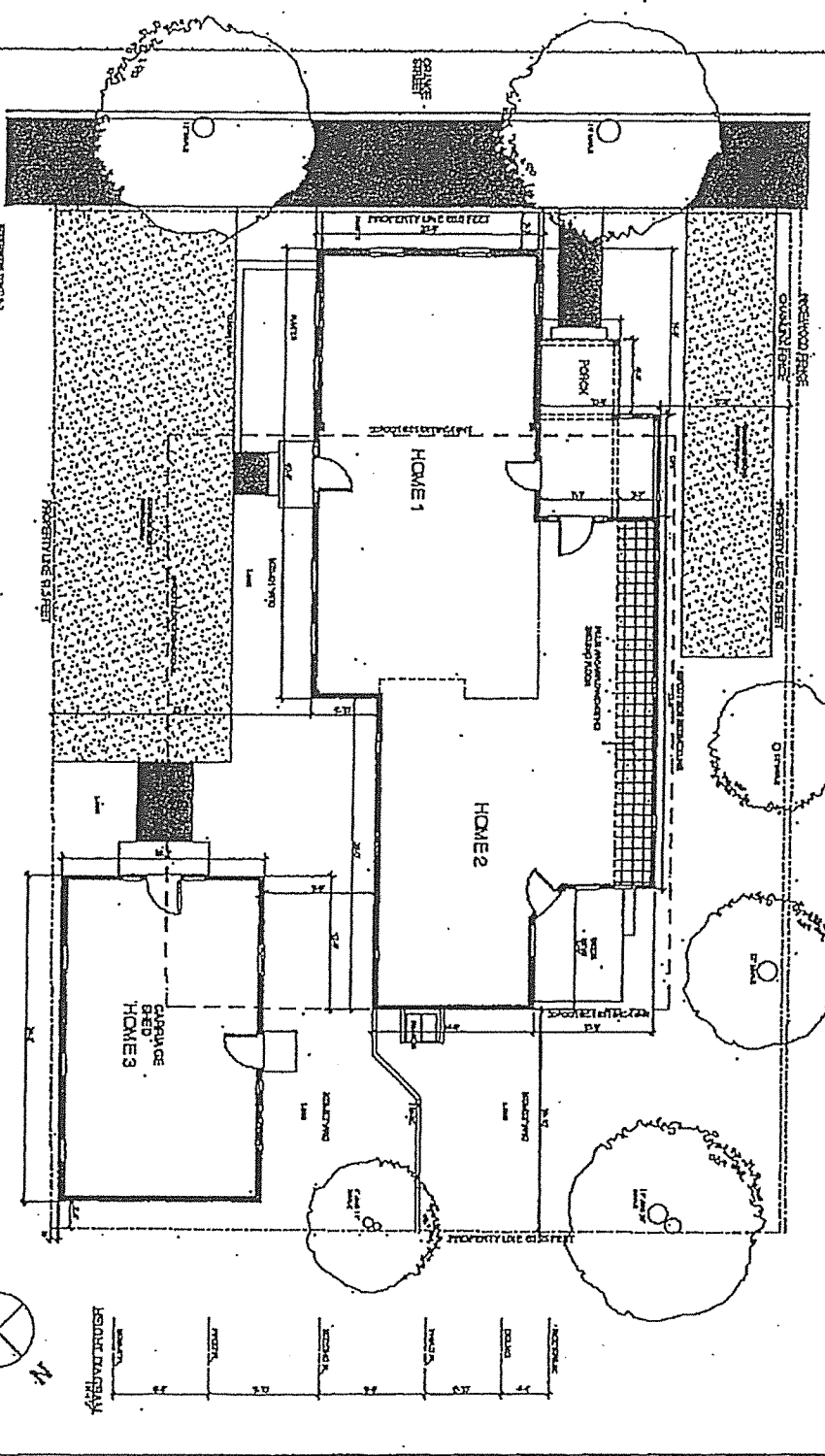

Notary: Jami Clements
My Commission Expires: 7-19-2011



EXHIBIT B

Site Plan - Attached





EXISTING UTILITIES
 ELECTRICAL
 GAS
 WATER
 SEWER
 TELEPHONE
 CABLE

PROPOSED SITE PLAN
 SHOWS THE PROPOSED LAYOUT OF THE PROPOSED HOMES AND GARAGE AND DRIVEWAY FOR A TOTAL OF THREE HOMES.

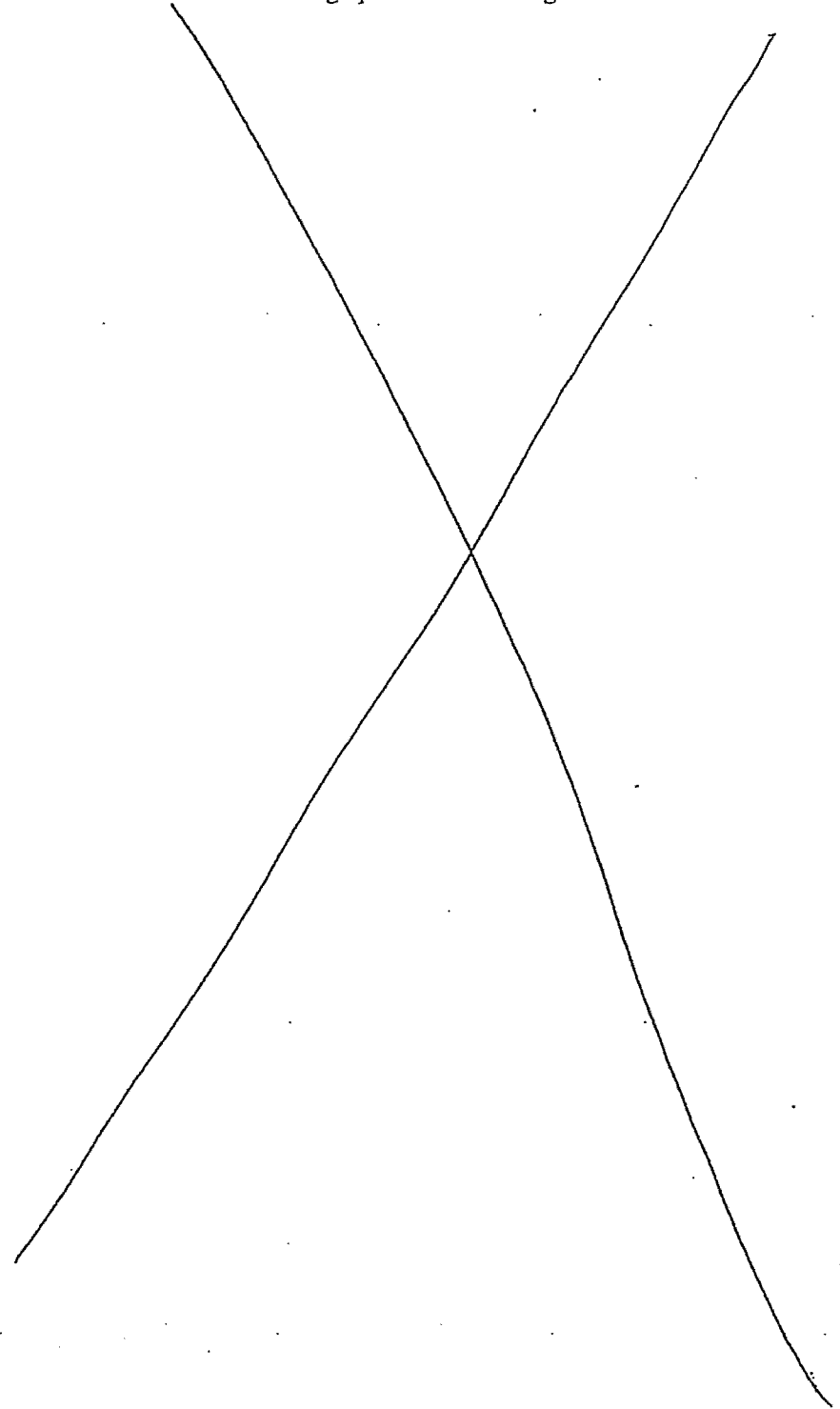
FEATURE	NO.	AREA	TYPE	REMARKS
HOME 1	1	1,200	RESIDENTIAL	
HOME 2	1	1,200	RESIDENTIAL	
HOME 3	1	1,200	RESIDENTIAL	
GARAGE	1	400	RESIDENTIAL	
DRIVEWAY	1	200	RESIDENTIAL	

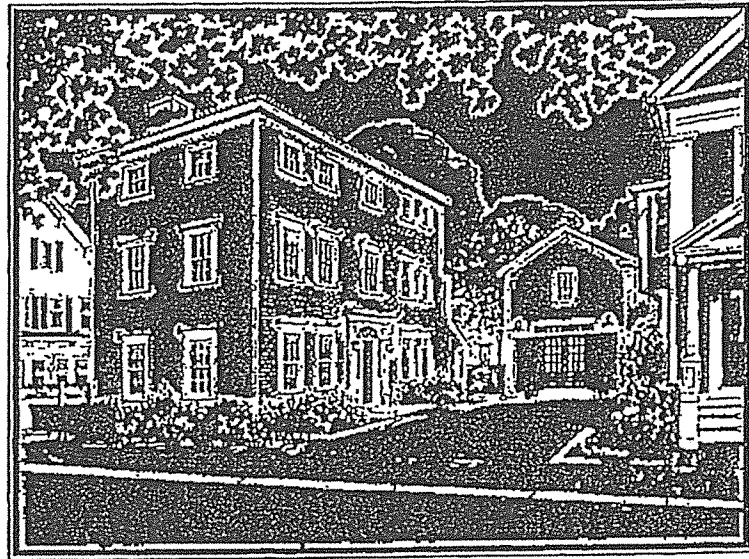
9 ORANGE STREET RENOVATION
 Northampton
 5111 Orange Street
 Bruce B. Taylor, AIA
 100 Main Street, Northampton, MA 01060

Scale
 1" = 10'
 1/8" = 1'

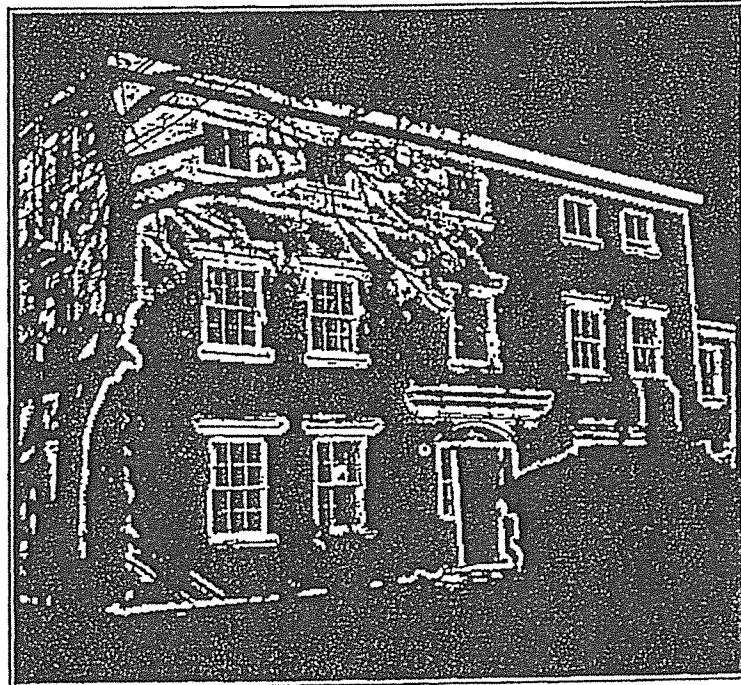
EXHIBIT C – Baseline Documentation

Photographs and Rendering – Attached

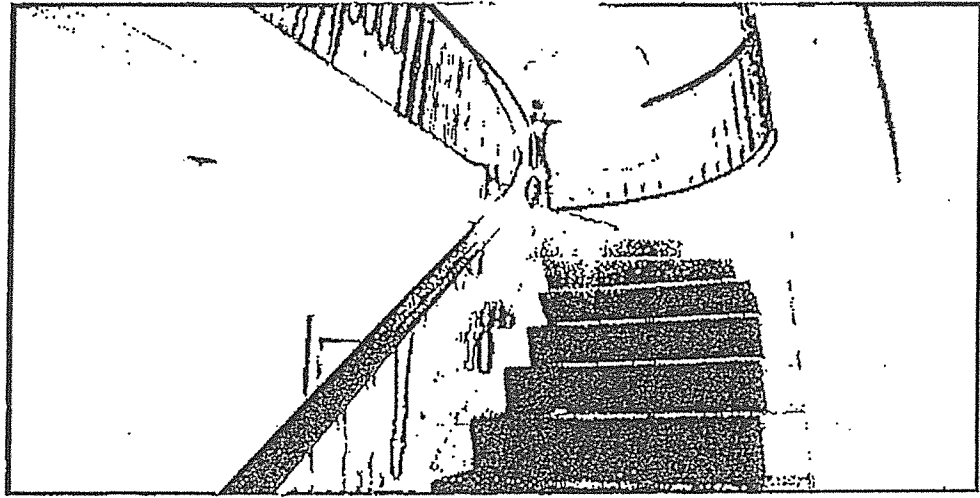




9 Orange Street
Exhibit C
Rendering of completed restoration.



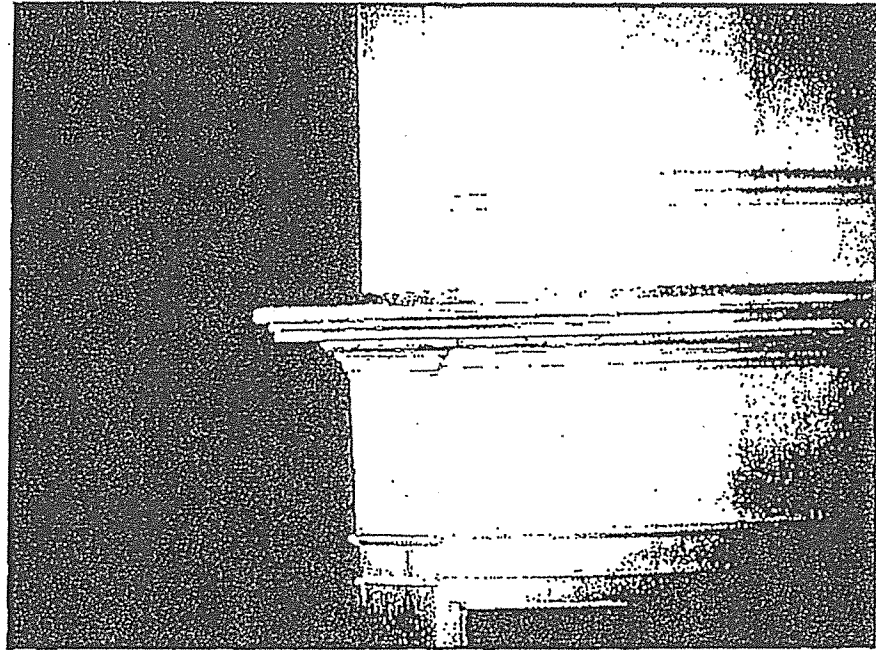
9 Orange Street
Exhibit C
Front From Orange Street.



9 Orange Street
Exhibit C
Staircase to Second Floor



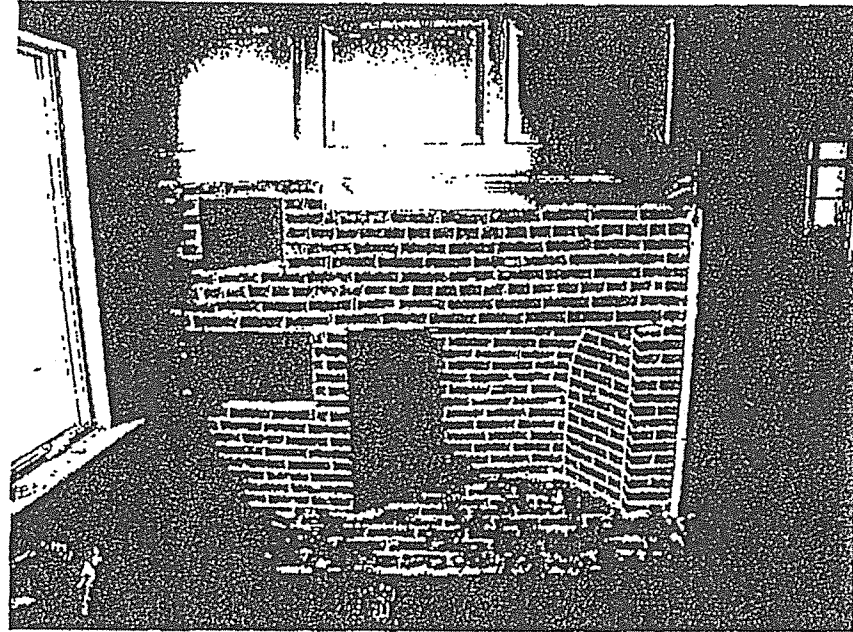
9 Orange Street
Exhibit C
Front First Floor Fireplace



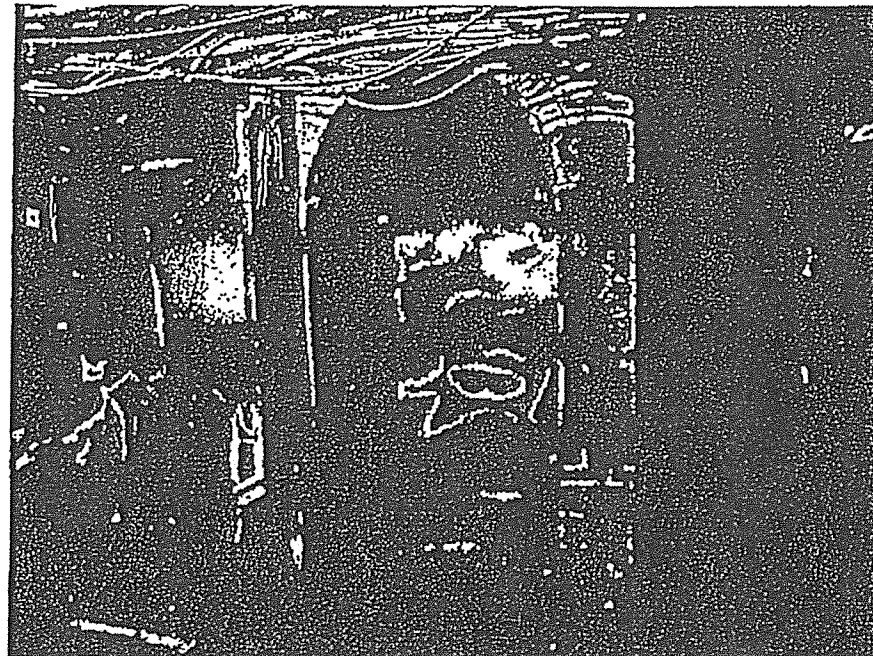
9 Orange Street
Exhibit C
Second Floor Rear Fireplace



9 Orange Street
Exhibit C
Second Floor Front Fireplace



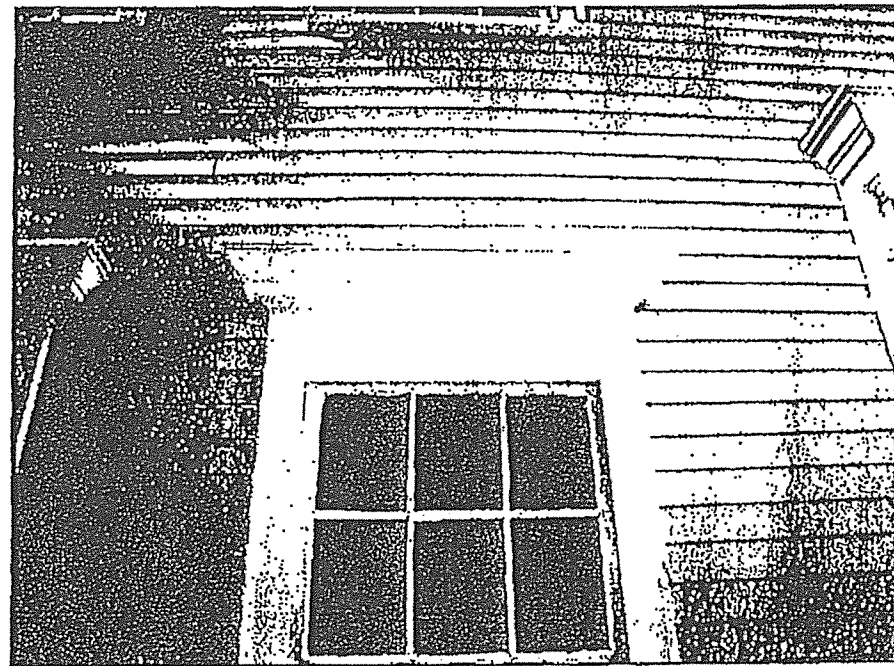
9 Orange Street
Exhibit C
First Floor Rear Fireplace



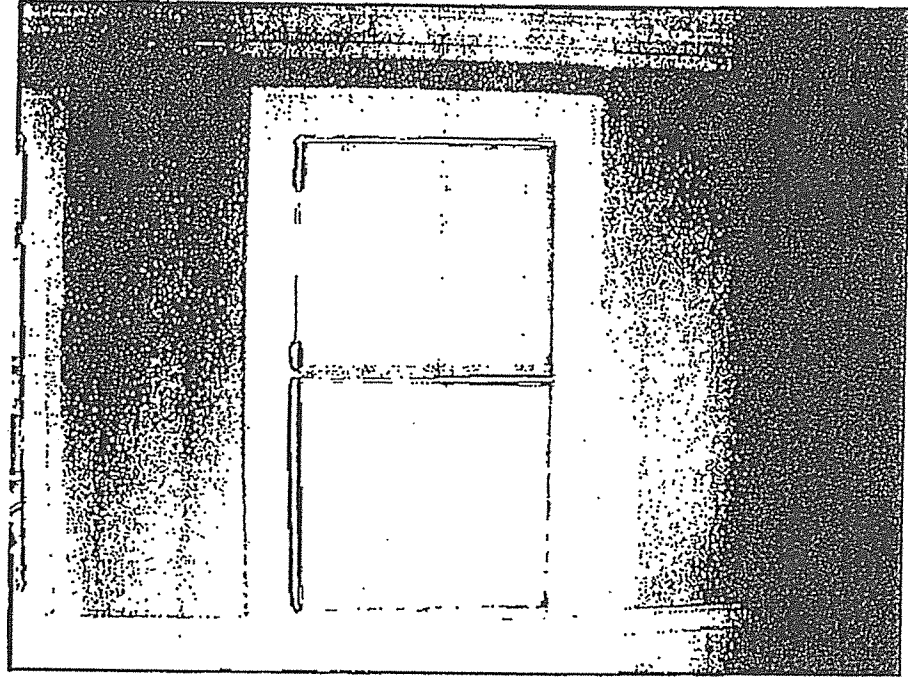
9 Orange Street
Exhibit C
Chimney Arch



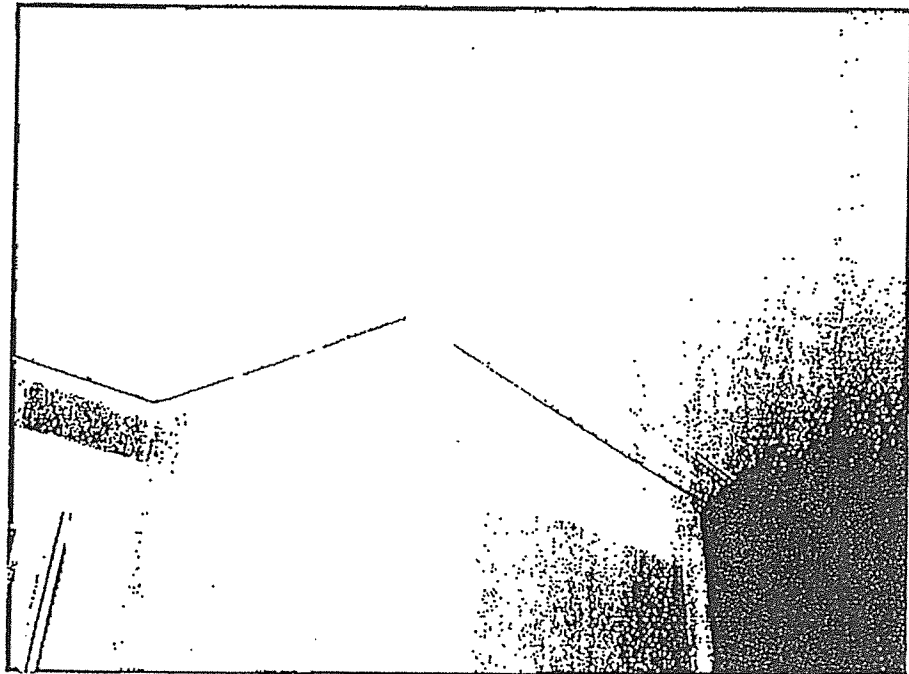
9 Orange Street
Exhibit C
Main Entrance Fan Light



9 Orange Street
Exhibit C
Entablatures



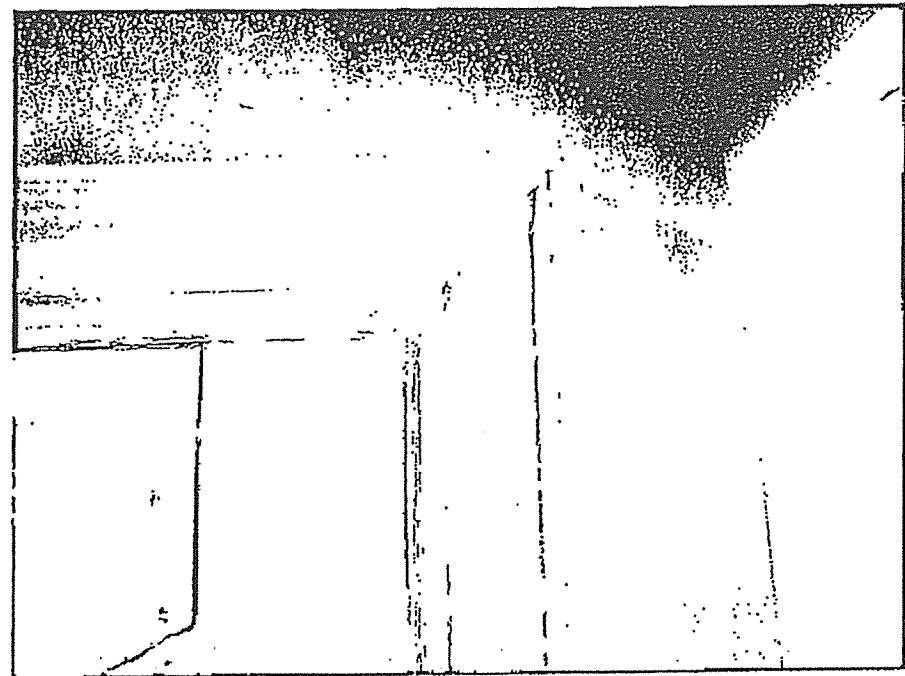
9 Orange Street
Exhibit C
Pocket Shutters



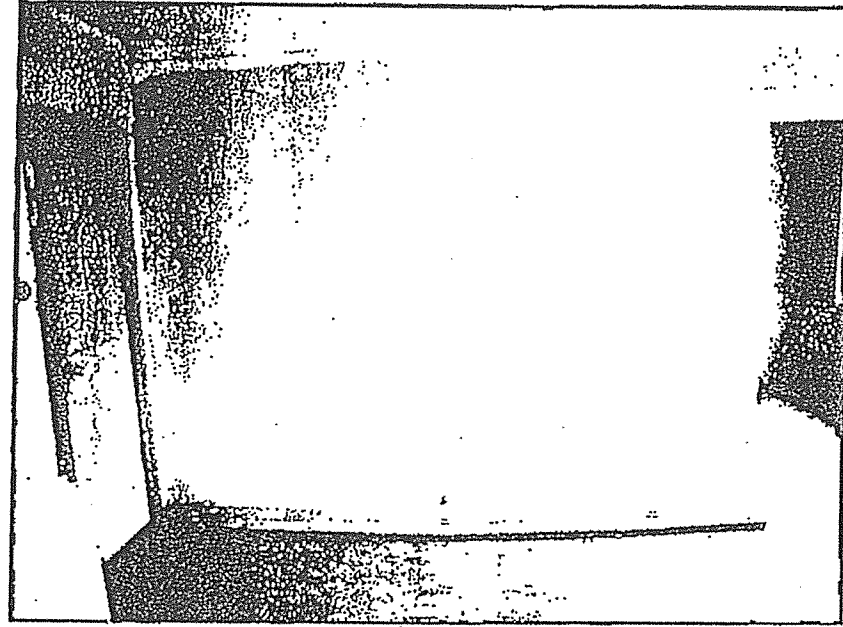
9 Orange Street
Exhibit C
Front Hallway Crown Detail



9 Orange Street
Exhibit C
Bed Moulding



9 Orange Street
Exhibit C
Door Trim Detail



9 Orange Street
Exhibit C
Chair Rail

List of Features

Exterior:

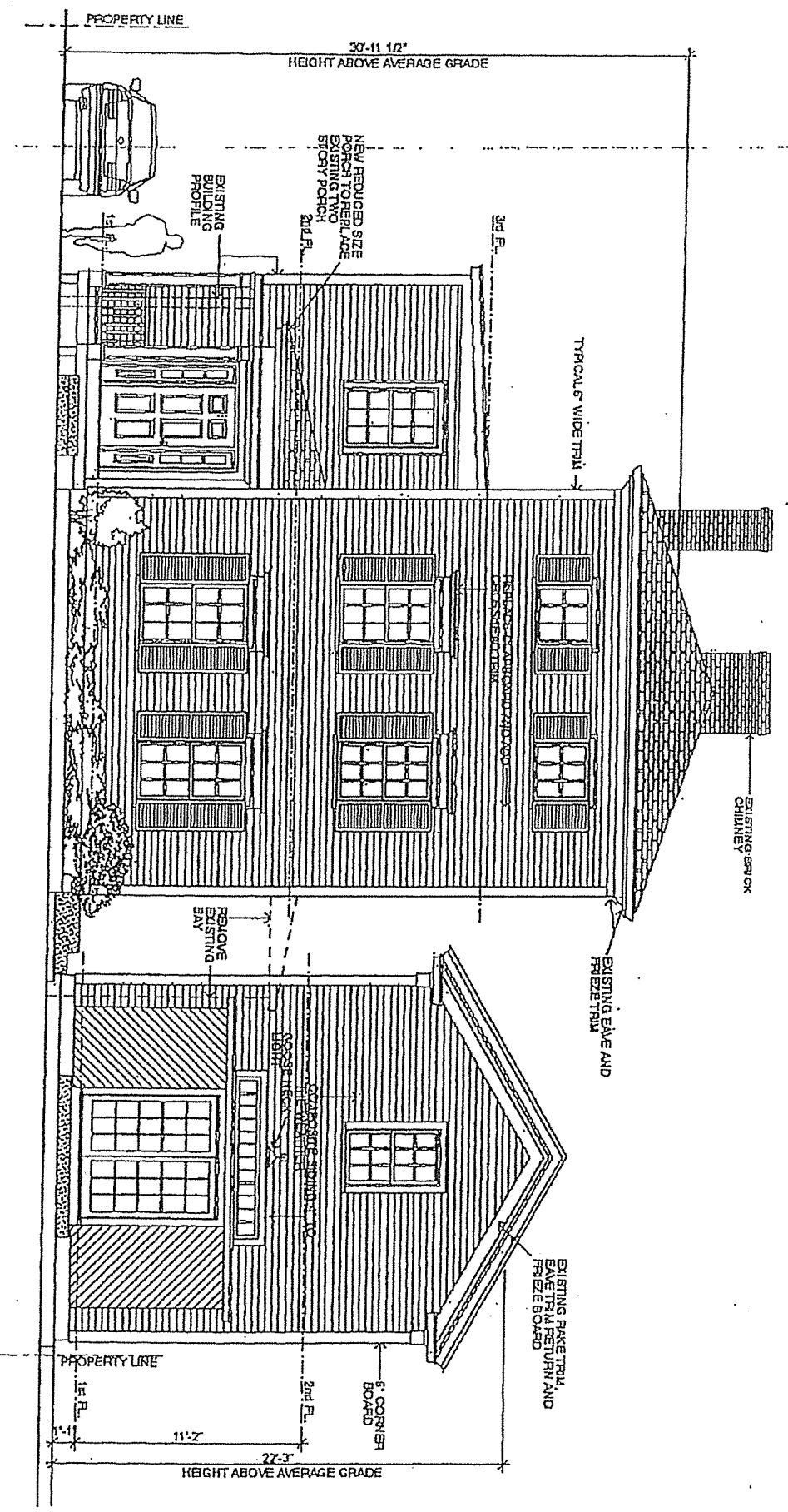
- A. Fenestration pattern of the original main structure
- B. Side entrance facing Federal Street, most especially the fanlight
- C. Locations and appearance of chimney masses.
- D. Decorative trim elements including entablatures above windows
- E. Bed moulding and roof line

Interior (Suggested for Preservation):

- A. Woodwork around fireplaces (excluding woodwork on the first floor rear chimney)
- B. Main hallway including staircase woodwork to 2nd floor
- C. Chimneys from basement floor to above the roof
- D. Fenestration detail especially pocket shutters including divider supports
- E. Decorative trim features including wainscoting, door trim, chair rails and window trim.

Barn/Carriage House

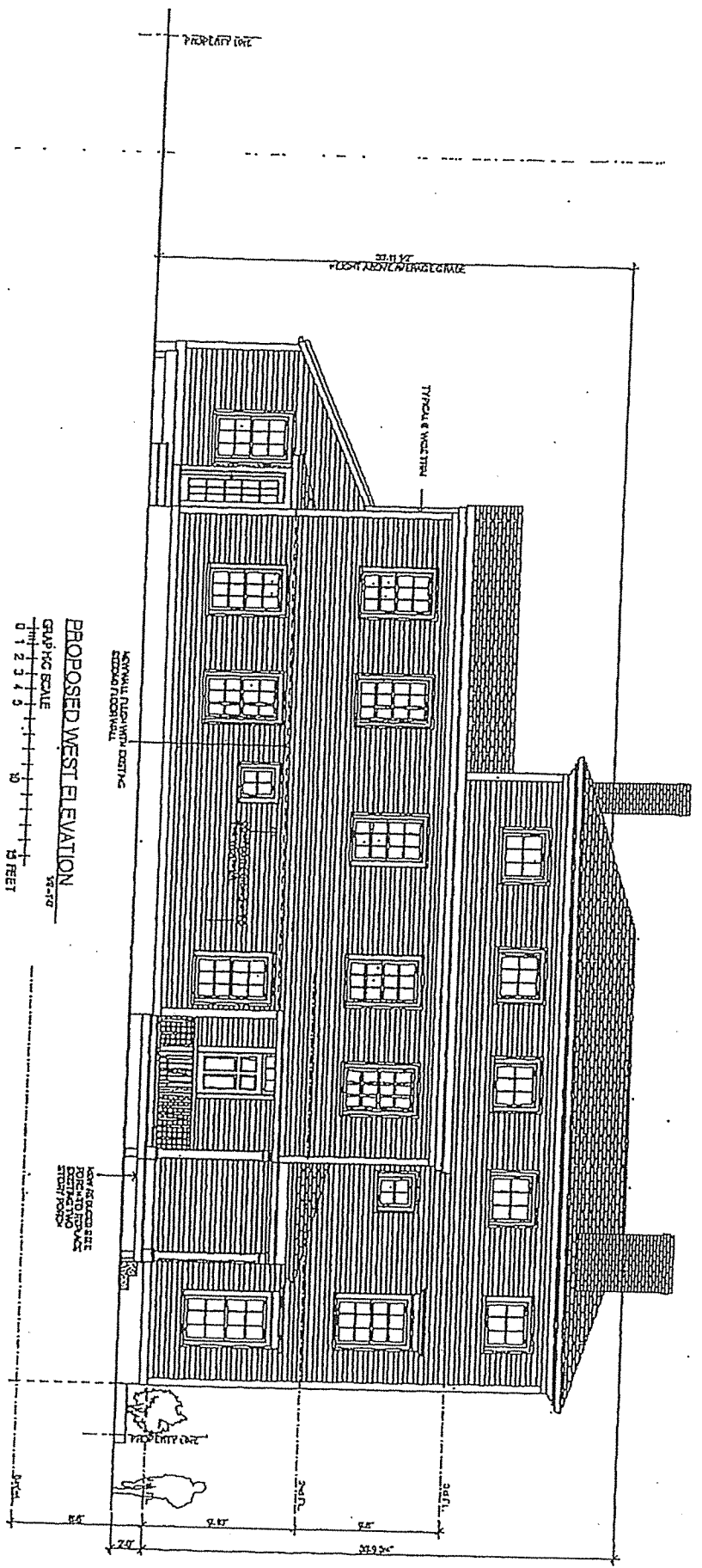
Shape, size, massing and scale of this building, front openings including window and front entrance as shown in plan



PROPOSED FRONT ELEVATION

GRAPHIC SCALE
 0 1 2 3 4 5' 10' 15 FEET

1/8" = 1'-0"



PROPOSED WEST ELEVATION
 GRAPHIC SCALE
 0 1 2 3 4 5
 1/8" = 1'-0"
 1/4" = 2'-0"
 5 FEET