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PRESERVATION RESTRICTION AGREEMENT

Between

Kelley School, LLC

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this 1st day of Nov. 2016 (this "Restriction") by and between Kelley School, LLC, located at 66 Cranberry Lane, Needham, Massachusetts ("Grantor"), and the CITY OF NEWBURYPORT ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION (the "Commission"), located at 60 Pleasant Street, Newburyport, Massachusetts, 01950.

WHEREAS, the Grantor is the owner in fee simple of certain real property located at 151 High Street, Newburyport, Massachusetts (hereinafter referred to as "the Property"), being that same Property conveyed by the City of Newburyport to Grantor in a deed recorded with the Essex South Registry of Deeds on October 3, 2016 in Book 3539 and Page 152, and being the same Property described in a deed recorded with the Essex South Registry of Deeds on November 14, 1871 in Book 840, Page 31, and in Exhibit A, attached hereto and incorporated herein by reference, said Property improved by one (1) principal building thereon, referred to hereinafter as "the Building", described as follows:

Built in 1872, the Kelley School is a two-story, four square, red brick Italianate structure whose front façade faces north, paralleling High Street. Each of the four sides presents corbelled ornamental brickwork and a decorated cornice. Each façade contains a projecting central pavilion, creating a general sense of uniformity around the exterior of the building. The foundation and window fenestrations are granite. The front portico (located on the north façade), is wood and flanked by columns with Ionic capitals and two recessed pilasters with Ionic capitals. The roof is slightly hipped with asphalt shingling. Cast iron gutter pipes are present on all facades of the building. The Building is more fully described in a series of documents included in the Baseline Documentation attached hereto and incorporated herein by this reference as Exhibits A, B, C and D..

WHEREAS, the cultural, historical and architectural significance of the Building and Property emanates from its long associations as a public school serving the City of Newburyport, from its Italianate-style design by the prominent Newburyport architect, Rufus Sargent, and its contribution to the historic High Street streetscape and more generally to the historic architectural character of the Newburyport Historic District, the Building and the Property being important to the public enjoyment and appreciation of their architectural and historical heritage; and

WHEREAS, the Building and the Property are a contributing resource to the Newburyport Historic District, listed in the State and National Registers of Historic Places on August 4, 1984, are historically significant for their architecture, associations, and/or archeology, and qualify for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 31, 32 and 33; and

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

WHEREAS, the preservation values of the Building and the Property values are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as Exhibits A, B, C and D, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date hereof.

WHEREAS, the Photographic Documentation (Exhibit D) approved as a condition of approval of the sale of the Building and Property by the City of Newburyport shall consist of the following:

A set of sixteen exterior photos taken in March and June 2014:

- Photo A: North Façade – Cornice Detail
- Photo B: South East Façade Cornice Detail
- Photo C: Decorative Brick Elements
- Photo D: North Façade Pavilion and Portico
- Photo E: Detail – Roof of Portico
- Photo F: Detail – Base of Portico Columns
- Photo G: Stone Inscription above Portico
- Photo H: Typical Window Detail – Stone Lintel and Three Dimensional Muntins, Decorative Brick Work
- Photo I: Typical Window Detail – Stone Lintel and Three Dimensional Muntins
- Photo J: North Façade Running Bond Pattern
- Photo K: North Façade – High Street
- Photo L: East Façade – Auburn Street
- Photo M: South Façade – Rear of Building
- Photo N: West Façade
- Photo O: North Façade Portico
- Photo P: East Façade Detail

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

- Legal Property Description attached hereto as Exhibit A,
- Newburyport Assessor's Parcel Map showing Building footprint attached hereto as Exhibit B,
- Massachusetts Historical Commission Inventory Form B completed Aug, 2014 attached hereto as Exhibit C;

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

WHEREAS, the Grantor has responded to a "Request for Proposals" and was chosen by the Grantee as the successful bidder with a condition of said sale being that the Grantor has agreed to impose a restriction on the Building and Property for the preservation and renovation of the aforementioned Building, 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 successful sale of aforementioned Building, agrees and desires to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the Grantee has approved the proposed changes to the Building and the Property which proposed changes are documented in the set of plans and drawings ("Granto's Plans") referenced in a City of Newburyport Planning Board Site Plan Approval Decision dated March 16, 2016 filed at the Office of the City Clerk on March 21, 2016; a City of Newburyport Zoning Board of Appeals Special Permit Approval Decision Dated March 22, 2016 and recorded with the Office of the City Clerk on March 30, 2016; a City of Newburyport Zoning Board of Appeals Approval of Petition of Dimensional Variance dated March 22, 2016 and recorded with the Office of the City Clerk on March 30, 2016; and a City of Newburyport Zoning Board of Appeals Special Permit Approval for Non-Conformities dated March 22, 2106 and recorded with the Office of the City Clerk on March 30, 2016. The foregoing approval decisions and complete set of said referenced plans and drawings are all incorporated into this Restriction by this reference. Representation of selected Grantor's Plans drawings of the exterior of the Building are attached hereto and incorporated herein by this reference as Exhibit G; and

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

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

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

1. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic and cultural features of the exterior of the Building will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

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

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

2. Preservation Restriction: The Grantor grants the grantee the right to forbid or limit:

- a. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with requirements in paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit E.
 - b. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building governed by the Newburyport Historical Commission as listed and attached hereto as Exhibit F.
 - c. Any other act or use that may be harmful to the historic preservation of the Building or the Property.
 - d. Notwithstanding anything to the contrary in this section 2, in the event the Grantor is required by law to make improvements to the Building or Property or is required in writing by its insurance carrier to make improvements to the Building or Property in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements. Said changes or improvements shall comply with the Secretary of Interior's Standards for the Rehabilitation of Historic Buildings, and shall be designed in consultation with and subject to reasonable review by Grantee.
3. Grantor's Covenants: Covenant to Maintain: Subject to paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair existing as of the date of this Restriction, and thereafter to that existing following the substantial completion of restoration work to be completed. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").
4. Grantor's Covenants: Prohibited Activities: The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:
- a. The Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
 - b. The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property on the sides adjacent to High Street or adjacent to Auburn Street but subject to the foregoing, may be permitted in designated areas as approved by the local permitting authorities;

- c. No above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
 - d. No additions and/or outbuildings may be attached to the Building without prior approval of the Grantor; and
 - e. Moving the Building to another location shall be forbidden without prior approval of the Commission.
5. Conditional Rights Requiring Grantee Approval: Subject to Paragraphs 3 and 4, and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage without approval of the Commission.

Activities by Grantor to maintain the Building and the Property, which are intended to be performed in accordance with the provisions of paragraph 3, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by Restriction Guidelines (Exhibit E), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4, the following rights, uses and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:
- a. The right to engage in all those acts and uses that:
 - i. Are permitted by governmental statute or regulation;
 - ii. Do not substantially impair the preservation values of the Building and Property; and
 - iii. Are not inconsistent with the Purpose of this Restriction;
 - iv. Without further approval, are in conformance with the Grantor's Plans as attached hereto as Exhibit G.
 - b. Pursuant to the provisions of paragraph 3, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of paragraph 5.
7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at paragraphs 2 and 5 two copies of

information (including plans, specifications, and designs where appropriate) identifying the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days or receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.
9. Casualty Damage or Destruction: In the event the Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of damage or destruction, such notification including what, if any, temporary emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which Commission approval shall not be unreasonably withheld, which report shall include the following:
 - a. An assessment of the nature and extent of damage;
 - b. A determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
 - c. A report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.
10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire, injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.
12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commission, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.
13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: Kelley School, LLC
Diamond Sinacori, Manager
Merrill Diamond, Manager
231 West Canton Street
Boston, Massachusetts 02116

And
Mike Moskowitz, Manger
Kelley School LLC
66 Cranberry Lane
Needham, Massachusetts 02492

Grantee: City of Newburyport
c/o Newburyport Historical Commission
Newburyport 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.

14. Evidence of Compliance: Upon reasonable request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.
15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the exterior of the Buildings and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.
16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

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

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition; notwithstanding the Commission's acceptance hereof Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within five (5) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.
18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.
19. Runs with the Land: Except as provided in paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each

such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

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

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government, to a local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, or to a private entity for the purpose of adaptive reuse of the structure according to the provisions of the Restriction. Conveyance, assignment, or transfer of this Restriction requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantee shall seek Grantor's approval of said conveyance, assignment or transfer and Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.
21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law. In the event Grantee does so remove, the Grantee shall provide notice of same to the Grantor and shall forthwith provide the Grantor with the name, address and further contact information of the designee.
22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport and approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.
23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.
24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interest in the Property that are subject to the taking and all incidental and direct damages resulting from taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.
25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:
 - a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction

and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.

- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

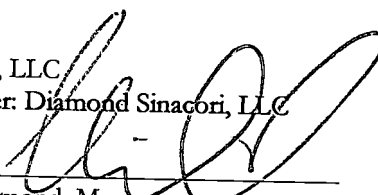
If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

- 26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
- 27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.
- 28. Archeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 27th day of September, 2016.
By:

GRANTOR:

Kelley School, LLC
By Its Manager: Diamond Sinacori, LLC



Merrill H. Diamond, Manager

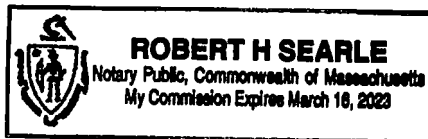
SUFFOLK, ss. COMMONWEALTH OF MASSACHUSETTS

On this 27th day of September, 2016, before me, the undersigned notary public, personally appeared Merrill H. Diamond, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (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 as the Manager of Diamond Sinacori LLC, Manager of Kelley School, LLC, voluntarily for its stated purpose.




Notary Public

My Commission Expires: 3/16/23



ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION



Sarah White, duly authorized
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 23rd day of September, 2016, before me, the undersigned notary public, personally appeared Sarah White, 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 above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.



Notary Public
My Commission Expires: _____



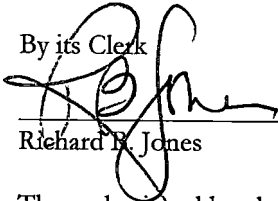
CASSANDRA M. GREEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 3, 2023

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 September 17, 2016, 2016, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

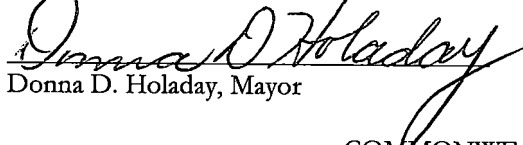
CITY OF NEWBURYPORT

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

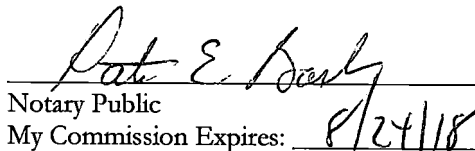
CITY OF NEWBURYPORT

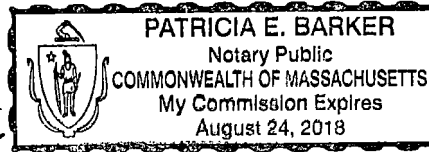

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 00 day of Sept, 2016, before me, the undersigned notary public, personally appeared Richard B. Jones, 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 above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

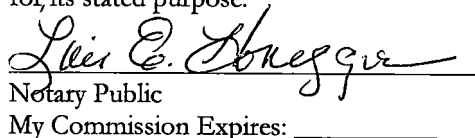

Notary Public
My Commission Expires: 8/24/18

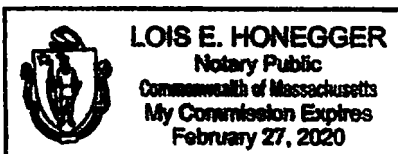


COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 12 day of September, 2016, before me, the undersigned notary public, personally appeared Donna D. Holaday, 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 above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.


Notary Public
My Commission Expires: _____



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL
COMMISSION

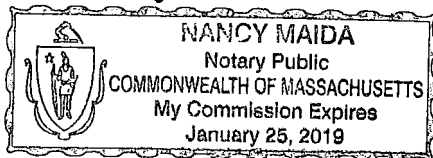
By: Brona Simon
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 1st day of November, 2016, before me, the undersigned notary public, personally appeared Brona Simon, 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 above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose.

Nancy Maida
Notary Public
My Commission Expires: January 25, 2019



List of Exhibits/Attachments

- Exhibit A: Legal Property Description
- Exhibit B: Newburyport Assessor's Parcel Map
- Exhibit C: Massachusetts Historical Commission Inventory Form B
- Exhibit D: Baseline Photographic Documentation
- Exhibit E: Restriction Guidelines
- Exhibit F: Conditions of the Newburyport Historical Commission
- Exhibit G: Grantor's Plans

Exhibit A
Legal Property Description

A lot of land containing about fifty seven rods, with a dwelling house thereon, situated in said Newburyport, bounded as follows:

Viz. Commencing on High Street by land of Daniel P. Pike , thence running southeasterly by said street, seven rods and twenty two and one half links to Auburn Street, thence southwesterly by said Auburn Street, seven rods to land of Gage et al, thence northwesterly by said Gage's lands four rods and three links, thence southwesterly by said Gages's land thirteen links, thence northwesterly by land of Daniel P. Pike, one rod and thirteen links, thence southwesterly by said Pike's land eighteen links, thence northwesterly by said Pike's land two rods and twelve links, thence northeasterly of said Pike's land seven rods and ten links to the bound begun at.

See Book 840 Page 31 Essex South Registry of Deeds

Exhibit B
Newburyport Assessor's Parcel Map

Exhibit C
Massachusetts Historical Commission Inventory Form B

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

35-161	Newburyport-Exeter	A. L.	NWB.2862
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Town/City: Newburyport

Place: (neighborhood or village): N/A

Photograph



Address: 151 High Street

Historic Name: Kelley School

Uses: Present: Vacant

Original: Public School – Elementary

Date of Construction: 1872

Source: Newburyport Assessor's Records

Style/Form: Italianate

Architect/Builder: Rufus Sargent

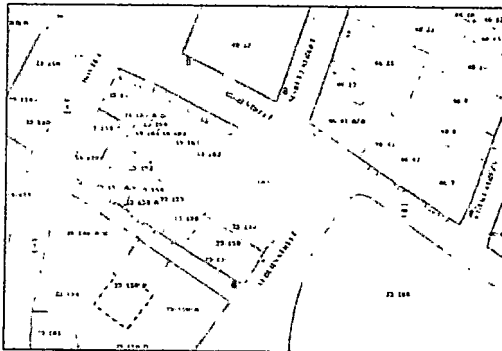
Exterior Material:

Foundation: Granite

Wall/Trim: Brick/Granite/Wood/Metal

Roof: Asphalt

Locus Map



Outbuildings/Secondary Structures: none

Major Alterations (with dates): Replacement primary entry doors and surrounds (2007); metal fire escapes, east and west elevations (2006); replacement rear service doors (2007); metal accessibility ramp (2007).

Condition: Good

Moved: no yes **Date:**

Acreage: 0.35

Setting: Northeast corner lot in a densely built-up block primarily characterized by multi-story, wood-frame, early 19th century residential buildings; on primary High Street corridor, immediately west of Bartlet Mall parkland.

Recorded by: Sarah M. White

Organization: Newburyport Historical Commission

Date (month : year): August 2014

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

A, L NWB.2862

 Recommended for listing in the National Register of Historic Places.*If checked, you must attach a completed National Register Criteria Statement form**Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets***ARCHITECTURAL DESCRIPTION:***Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*General Architectural Description

In an area of the City historically referred to as "up-along", neighbors immediately to the East are the Bartlet Mall with its Bullfinch-designed Newburyport Superior Court House. The term "up-along" has been used in Newburyport for over 150 years. It refers to the area of High Street running West of or "up from" State Street toward West Newbury.

The Kelley School is a two-story, four square, red brick Italianate structure whose front façade faces north, paralleling High Street. Each of the four sides presents corbelled ornamental brickwork and a decorated cornice. Each façade contains a projecting central pavilion, creating a general sense of uniformity around the exterior of the building. The foundation and window fenestrations are granite. The front portico (located on the north façade), is wood and flanked by columns with Ionic capitals and two recessed pilasters with Ionic capitals. The roof is slightly hipped with asphalt shingling. Cast iron gutter pipes are present on all facades of the building.

North Façade: The north façade is also the front of the building and faces High Street toward the Merrimac River. This façade consists of five bays, a protruding pavilion and a portico which protrudes from the pavilion (Photo 1). Specifically, a running bond is used on the non-decorative brickwork across all facades of the building (Photo 2). The entablature is comprised of fascia board decorated with ogee moulding. Above the fascia runs dentil moulding. Sitting atop the fascia is an open cornice displaying corbel-shaped modillions interspersed with pierced, circular decorations. Below the fascia board is decorative, corbelling brickwork using the same bricks as that found in the running bond throughout the exterior of the building. The pavilion is capped with a broken pediment from either side of which wood-topped plain brick pilasters run toward the foundation. The pediment is ornamented with the same bracket-form modillions and dentil moulding that also ornaments the cornice under the roofline of the entire building. A cast-stone or marble name plate stating "1872 Kelley School" is present at the center of the broken pediment. Below the name plate resides a gothic-arched window with granite sill and granite arch with keystone. A flat-roofed, wood portico protrudes from the pavilion. At the base of the pavilion are the front doors to the building. The original doors have been replaced with safety glassed, plate-glass doors with metal surrounds and topped by a four-lite arched transom. It appears that these replacement doors have been retrofitted into the original door frame. The building façade to the left and right of the pavilion are identical. Each has two bays on the first and second elevation for a total of eight large, double-hung, 6-over-6 wood, true divided lite windows. The window casings are also of wood. The window fenestration is an arched granite with a center keystone. Window sills are also granite. The right and left corners of the north façade each present a protruding brick pilaster which runs from the base of the cornice down to the foundation. The granite foundation at the base of the brick pilasters slightly protrudes to form the base of the pilaster. This brick ornamentation subtly adds to the classical appearance of the north façade, anchoring the neo-temple form of the structure. A dressed granite foundation is visible above grade around all sides of the building.

North Façade Portico: The north façade of the Kelley School also presents a flat-roofed wood portico (Photo 3). The portico is supported by four wooden, Ionic-capped fluted columns resting on wood plinths. The plinths are supported by a granite stoop which is connected to nine granite steps leading down to the city sidewalk fronting the building. The steps are bordered by granite topped brick railings with a running bond pattern. The ceiling of the portico is recessed. Protruding from the pavilion façade and on either side of the main door are two wood, Ionic-capped fluted pilasters. A metal gutter runs above the cornice and connects to a gutter pipe on either side of the portico. The entablature, fascia and cornice on the portico exactly mimic the same architectural features described for the main portion of the north façade.

East Façade: The East façade of the Kelley School faces Auburn Street and looks onto the Bartlet Mall and the Bullfinch-designed Superior Court House. There are four bays on this side of the structure (Photo 4). The first floor elevation of the

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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protruding pavilion presents two 6-over-6 double-hung wood windows with true divided lites. The second floor elevation contains two windows of the same type, the lower portions of which have been retrofitted with doors to allow access to the metal fire escape attached to the brick façade. The top portion of each door is fitted to mimic a window with 9 panes of true-divided lites. All of the windows on this portion of the building also present granite sills as well as arched granite fenestration with center keystone (Photo 5). To the lower left side of the building are two small, flat-roofed brick additions which were later added to allow outside access to the basement. The description of the following architectural elements are the same as those identified on the north façade of the building: running bond brick façade, arched granite window fenestrations with keystone, wood true-divided lite windows, decorative corbelling brickwork, entablature, fascia, cornice, granite foundation, brick pilasters, cast iron gutter pipes.

South Façade: The south façade of the Kelley School is the rear of the building and presents a seven-bay façade (Photo 6). This façade contains the running bond brickwork, a main façade flanked by brick pilasters, a protruding pavilion with open pediment and brick pilasters. Wooden fascia with ogee moulding and a wood entablature with dentil moulding, and a cornice with bracket-shaped modillions and circular pierced decoration continue their run across this portion of the structure. Decorative brick corbelling is also present. Windows on the main façade and the three windows on the second elevation of the protruding pavilion are all wooden with 6-over-6 true-divided lites, granite sills and arched granite fenestration with keystone. The first elevation of the protruding pavilion presents only two windows which are narrower than all of the others on the building. These windows are double-hung 4-over-4 wood, true-divided lite windows with granite sills and granite arched fenestration with keystone. Between the two windows on the first elevation is a modern, metal set of double doors. The top portion of each of these doors contains 9 glass lites. A granite lintel rests above these doors. Above these doors and to their left are emergency lights. To the left of these doors is an announcement board attached to the brick façade. Cast iron gutter pipes are present on this façade as well. Two wooden basement windows with four true-divided lights are present on this side of the building. Basement windows are topped with a granite lintel and fronted with a granite-bordered window well (photo 7). Approaching the doors is a moveable, metal handicapped ramp.

West Façade: The west façade of the Kelley School faces the abutting property and is very similar to the east façade. There are four bays on this side of the structure. The first floor elevation of the protruding pavilion presents two 6-over-6 double-hung wood windows with true divided lites. The second floor elevation contains two windows of the same type, the lower portions of which have been retrofitted with doors to allow access to the metal fire escape attached to the brick façade (Photos 8 and 9). The top portion of each door is fitted to mimic a window with 9 panes of true-divided lites. All of the windows on this portion of the building also present granite sills as well as arched granite fenestration with center keystone. The description of the following architectural elements are the same as those identified on the north façade of the building: running bond brick façade, arched granite window fenestrations with keystone, wood true-divided lite windows, decorative corbelling brickwork, entablature, fascia, cornice, granite foundation, brick pilasters, cast iron gutter pipes.

HISTORICAL NARRATIVE

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

The Kelley School in Newburyport, Massachusetts has a long history of serving the children of the local community as an elementary school for 135 years until its closing in 2007. Located at 151 High Street, the building continues to be owned by the City of Newburyport and currently houses (as of summer, 2014) the City's Youth Services Department, which runs an after-school drop-in center for local youth on the first floor. The structure retains its original layout as well as a significant number of original interior and exterior architectural features.

According to the Massachusetts Historical Commission's database of historic structures, MACRIS, the Kelley School is listed as an architecturally significant Italianate structure built in 1872 and designed by the locally-prominent architect, Rufus Sargent. The building is located within the boundaries of the Newburyport National Register Historic District in an area historically referred to as "Up-along" (see "Setting" on first page of Inventory Form).

Historical Background and Context

The Kelley School is situated next to a long, tree-lined promenade known as the Bartlet Mall along High Street in Newburyport. One of its close neighbors is the Bullfinch-designed Superior Court House, the longest, continually-operating (state) superior court house in the country. The 1872 school, designed by architect Rufus Sargent, and named for then-mayor Dr. Elbridge

Continuation sheet 2

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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Gerry Kelley, was the second-oldest school still operating in the country at the time it was decommissioned as a school by local officials in 2007 (135 years).

Situated along the City's best-known street – High Street – and overlooking the courthouse and adjoining Frog Pond greenway, the Kelley School is one of but three public buildings located along an otherwise prominent residential street. prior to the construction of the Kelley School, five other schools had been built on or near the Bartlet Mall, none of which remained at the time of the Kelley's construction (McCarthy, folio).

While research did not reveal the reason behind the desire for a new school space in general, minutes from the September 1871 City Council meeting indicated that the Council approved a motion to build a new school rather than to renovate the 1851 City Hall building to house the school there. From that point on, the City moved quickly to purchase the land and design and build the Kelley (City Council minutes from September, 1871 located in the Newburyport city archives, Newburyport Public Library).

According to archived records, the City purchased the 151 High Street parcel from the locally-prominent Henry Toppan in November, 1871 for \$5,300 or about \$102,000 in 2014 dollars (Newburyport archives at the Newburyport Public Library, Lot 6-6, Box 6). Prior to the purchase of the land, in October, 1871, the City Council and the School Committee formally accepted Rufus Sargent's architectural plans for a two-story, 11,536 square foot primary and secondary school. Construction began in 1872 and was completed in 1873 for a total of \$41,672.65 or about \$800,000 in 2014 dollar (Note: although construction was completed in 1873, the dedication plate built into the school façade during construction, as well as MACRIS and other sources, all use 1872 as the build-date of the school).

Chronology of Development and Use

At the time of its construction, Newburyport students were spread between three primary schools (grades 1-4 at the time) and two "grammar" schools (grades 5-8 at the time). The opening of the Kelley School allowed for the consolidation of all primary and grammar students in the same building.

According to the school's original blueprints, four classrooms were constructed on the first floor and housed the primary classes. Of interesting note, is that the blueprints indicate that each of these four classrooms allow for 49 seats, or up to 200 students, and teachers housed in 5,768 square feet of space. Original blueprints further indicate that the second floor contained five classrooms – four directly above those on the first floor and a fifth classroom above the main entrance in the protruding front pediment. This fifth classroom was designed to hold 42 seats, over-stuffing the second floor even more than the first. Older students (through grade 8) were to occupy the second floor classrooms. According to school records, it was not until 1972 – one hundred years after construction – that the 5th through 8th graders from the Kelley began attending a separate school specifically built for this age group (McCarty).

The Kelley School continued to operate as a neighborhood elementary school until June 2007, when it was closed by the school committee, which cited ongoing cost of maintenance as the reason for retiring the structure. Following its closure, the first floor of the building was used by the Newburyport Youth Services Department through to summer, 2014.

In June 2014, the Newburyport City Council voted to declare the Kelley School "surplus property". The City subsequently issued a Request for Proposals (RFP) for the reuse of the structure. Included in the RFP was the requirement to retain the exterior façade of the structure and execute a Preservation Restriction so that the façade will be preserved in perpetuity. In December 2014, the City selected Diamond Sinacori, LLC ("Diamond") as the successful bidder. Diamond's proposal includes an interior renovation to accommodate ten residential units with parking to be located in the basement level. Diamond plans to restore the masonry, refurbish the wood windows, and add landscaping around the site. The anticipated completion date is late 2016 or early 2017.

Rufus Sargent, Kelley School Architect

A descendent of one of the First Settlers of Newbury, Rufus Sargent was born in Amesbury in 1812, later making his home in Newburyport until his death in 1886. He began his career as a carpenter and engineer before moving on to become a locally well-respected architect. Sargent designed both residential and commercial structures throughout his architectural career.

In addition to the Kelley School, additional public/commercial structures he designed in Newburyport include the Institution for Savings' main office at 93 State Street, the former home of the Newburyport Five Cents Savings Bank, which is the building locally-known as the "O'Brien Building", located at 80 State Street, and St. Anna's Chapel at St. Paul's Episcopal Church located

Continuation sheet 3

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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at 166 High Street. Sargent lived in an Italianate house at what is today, 8 Harris Street, in Newburyport; it is unclear whether Sargent was the architect of his own residence. Sargent is also credited with other area buildings including the Peabody Town Hall, the Peabody Library's Eben Dale Sutton reading rooms, and the Merrill Block in Exeter, New Hampshire

The Kelley School is listed as a contributing property to the Newburyport Historic District listed in the National Register of Historic Places on August 8, 1984.

BIBLIOGRAPHY and/or REFERENCESOnline Sources

Massachusetts Historical Commission MACRIS database: <http://mhc-macris.net/Details.aspx?Mhclid=NWB.2862>

Inflation Calculator: <http://www.westegg.com/inflation/>

National Park Service Preservation Briefs: <http://www.nps.gov/history/hps/tps/briefs/brief43.htm>

Newburyport City Assessor: <http://data.visionappraisal.com/NEWBURYPORTMA/findpid.asp?iTable=pid&pid=2108>

Archival Sources

Original Blueprints, 1871, Kelley School, Newburyport City Archives: Lot 6-6

Original Drawings, 1912, Kelley School Heating and Ventilation System, Newburyport City Archives: Lot 6-1

Building History, Kelley School, School Committee Report, Nancy McCarty, Newburyport City Archives: Lot 6-4, Box 6

Additional Sources

Woodman, Betsy H., *Newburyport's Rufus Sargent: An Architect Rediscovered*. Newburyport, 1987.

Continuation sheet 4

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St

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220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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Photo 1 – North Façade

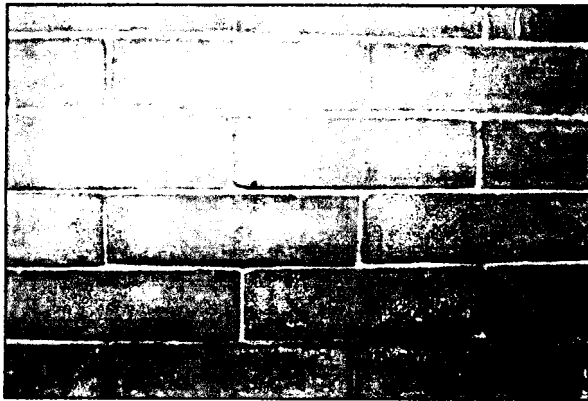


Photo 2 – North Façade. Running Bond Pattern

Continuation sheet 5

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St.

MASSACHUSETTS HISTORICAL COMMISSION
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Photo 3 – North Façade Portico

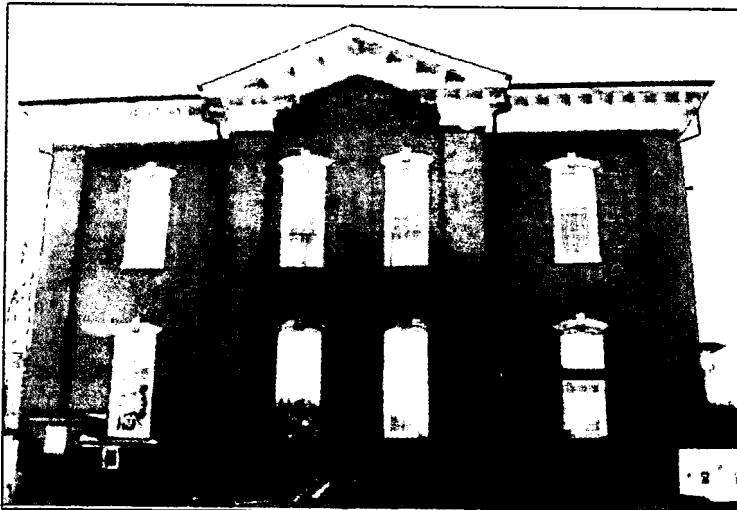


Photo 4 – East Façade

Continuation sheet 6

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Accession Form No.

A. L.	NWB.2862
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Photo 5- East façade.
decorative brick corbelling, fascia, dentil moulding, cornice with pierced circular design and bracket-form modillions.
window detail



Photo 6 - South Façade

Continuation sheet 7

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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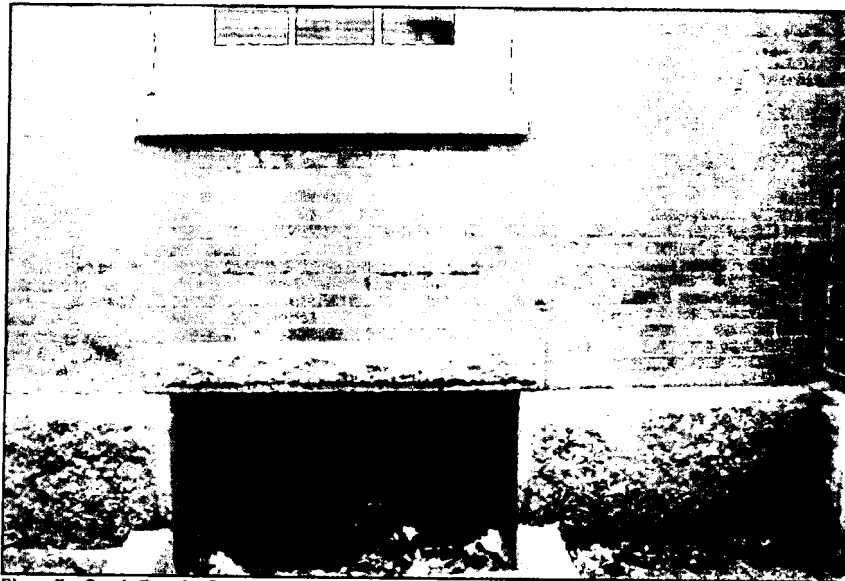


Photo 7 - South Façade. Basement Windows

Continuation sheet 8

INVENTORY FORM B CONTINUATION SHEET

Newburyport 151 High St.

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Photo 8 – West Façade



Photo 9 – West Façade

Continuation sheet 9

Exhibit D
Baseline Photographic Documentation

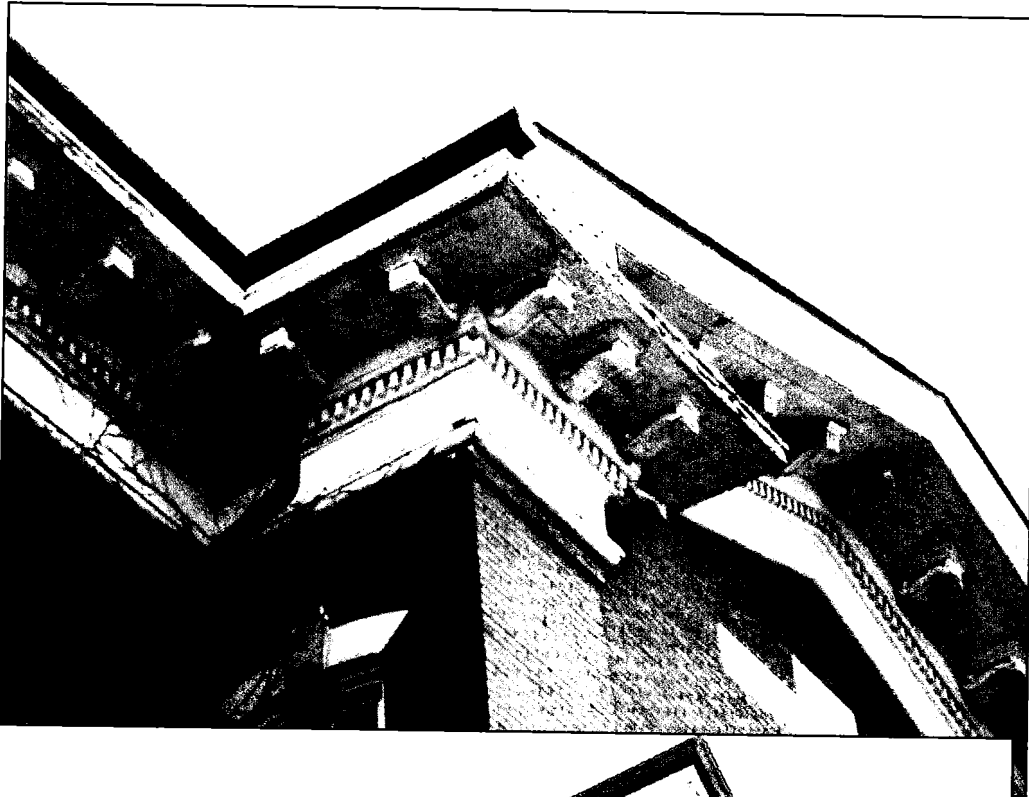


Photo A: North
Façade Cornice Detail



Photo B: South East
Façade Cornice Detail



Photo C: North
Façade Decorative
Brick Elements



Photo D: North Façade Pavilion and Portico



Photo E: Detail – Roof of Portico



Photo F: Detail – Base of Portico Columns



Photo G: Stone
Inscription above
Portico

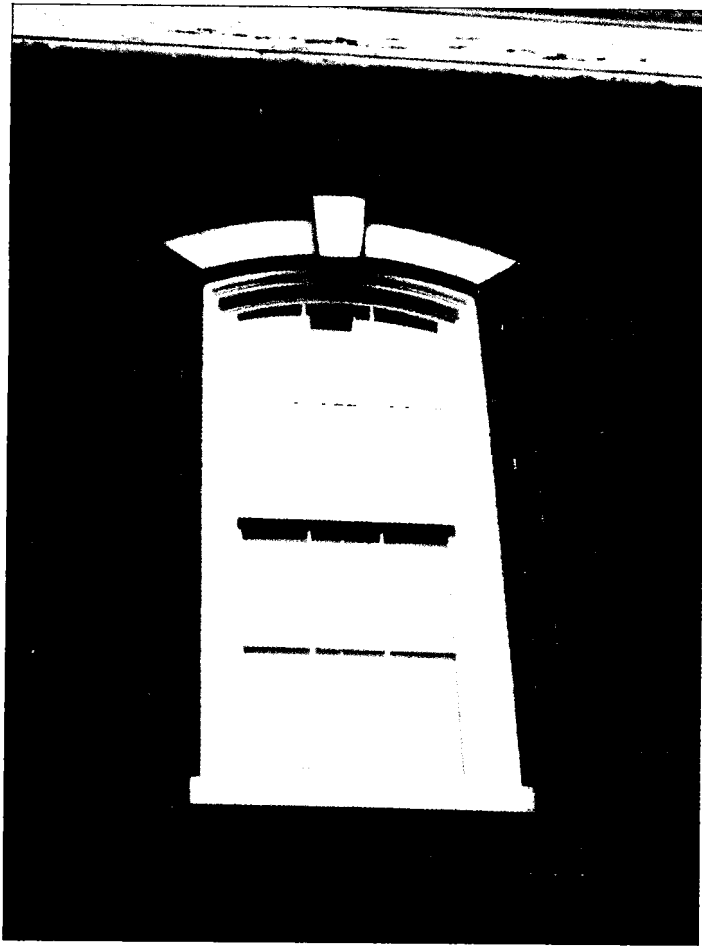


Photo H: Typical Window Detail –
Stone Lintel and Three Dimensional
Muntins, Decorative Brick Work
[varies based on location]

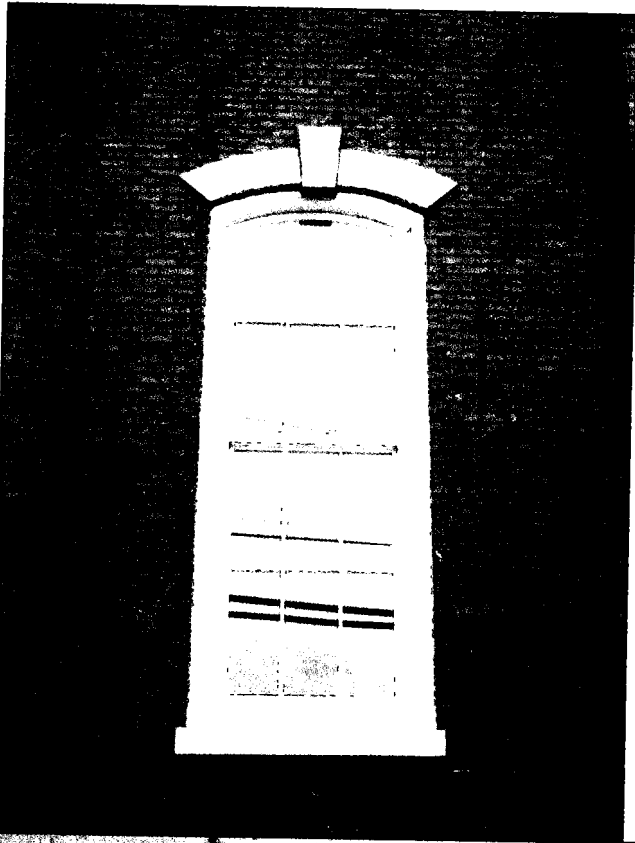


Photo I: Typical Window Detail – Stone Lintel and Three Dimensional Muntins



Photo J: North Façade Running Bond Pattern



Photo K: North Façade
– High Street



Photo L: East Façade – Auburn Street



Building

Photo M: South
Façade – Rear of



Photo N: West Façade



Photo O: North Façade Portico

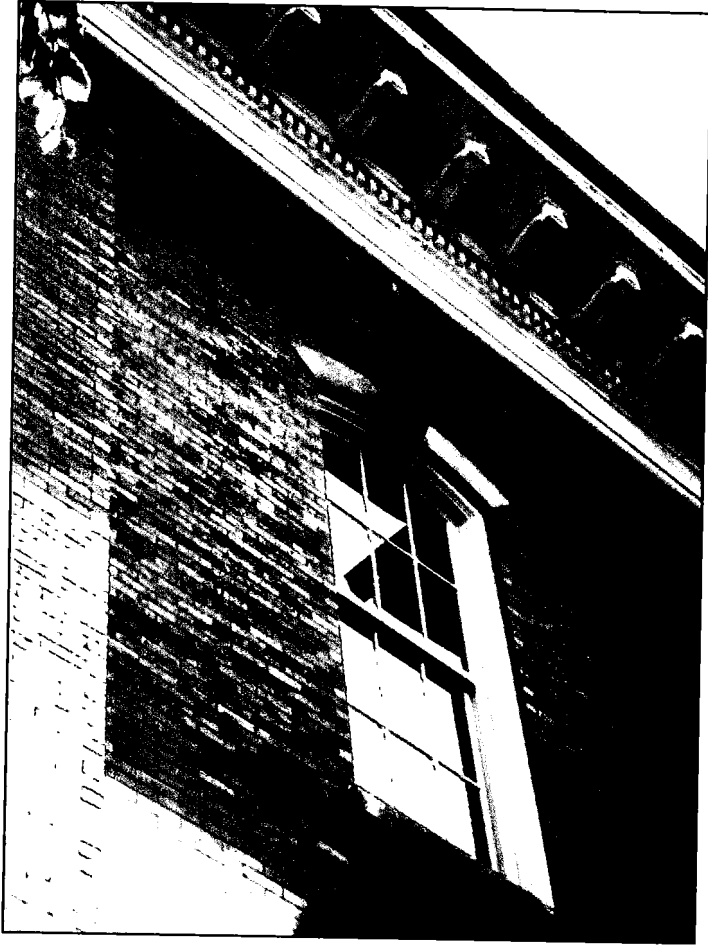


Photo P: East Façade Detail – Decorate brick corbelling, fascia, dentil moulding, cornice with pierced circular design and bracket-form modillions, window detail

Exhibit E

Restriction Guidelines

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

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE, 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 the property owner.

PAINT

Minor - Exterior or interior 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 murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

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.

LANDSCAPE/OUTBUILDINGS

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

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

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

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

It is the responsibility of the property owner to notify the GRANTEE 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 GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

Exhibit F
Conditions of the Newburyport Historical Commission

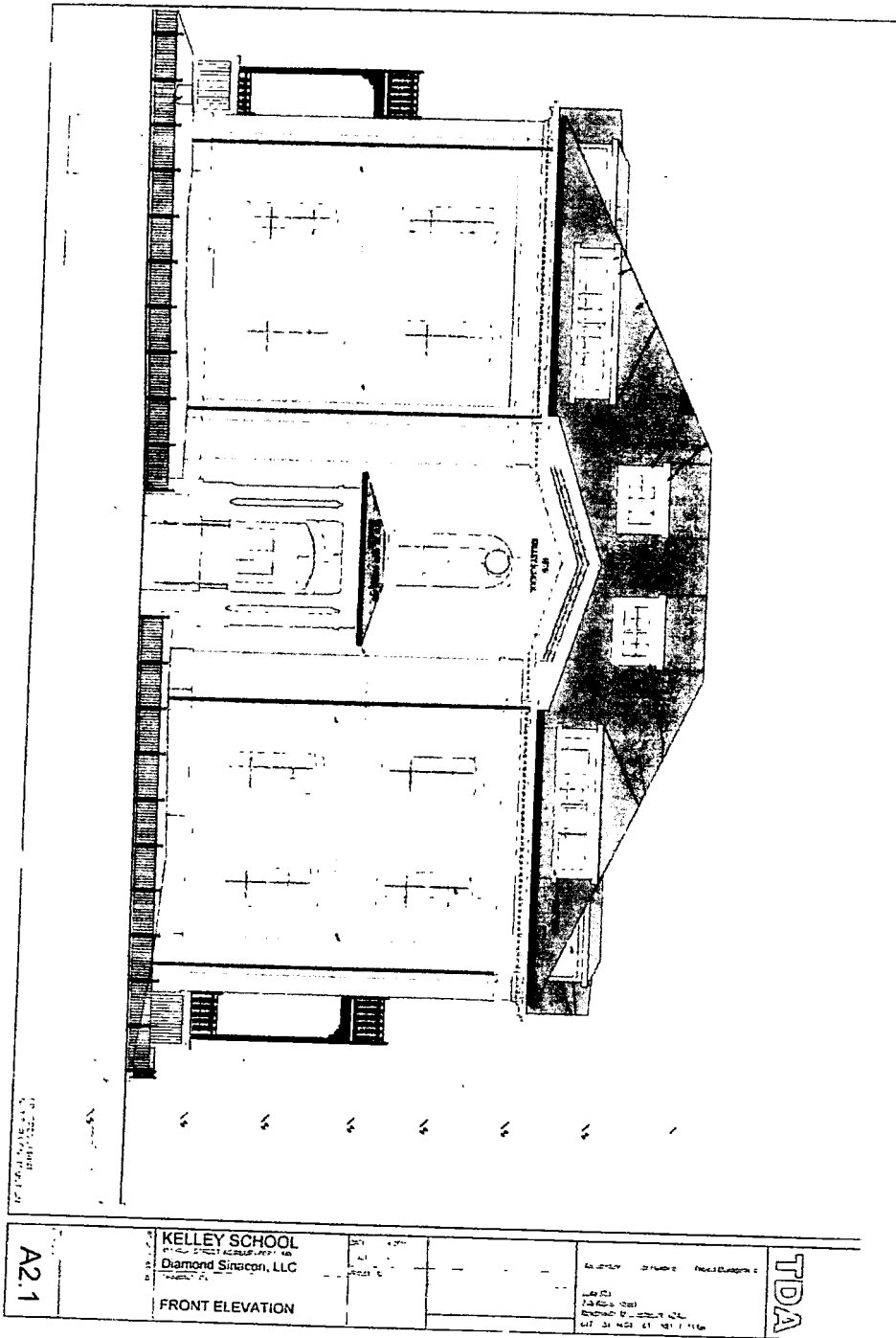
All of the following architectural elements shall be maintained and preserved in accordance with Sections 1 and 2 of this Preservation Restriction and Exhibit D, which describes and depicts the existing conditions as of the date of this Restriction:

- Exterior brickwork, including the decorative brick elements located throughout the façade;
- Cornice trim along the roofline
- Windows, insofar as their size and shape, as well as the lintels over them;
- High Street portico, including the columns and all decorative elements;
- Stone inscription reading, “Kelley School”, located on the façade of the building, above the portico; and
- Existing copper gutters and downspouts.

The Historical Commission recognizes that preservation and restoration of existing historical fabric may not be feasible. In instances where restoration is not possible, the Historic Commission shall reserve the right to review, recommend and approve of appropriate restoration techniques and replacement materials. The following list represents the elements that will need additional oversight since they are the most visually-prominent exterior elements:

- Exterior brickwork, including repointing and the type of mortar and application method – sealants shall not be applied to the exterior brickwork;
- Windows shall be similar in size and style and must feature three-dimensional muntins; and
- Portico elements, including the columns, may be replaced with composite materials so long as size, shape and detailing are identical to the originals.

Exhibit G
Grantor's Plans



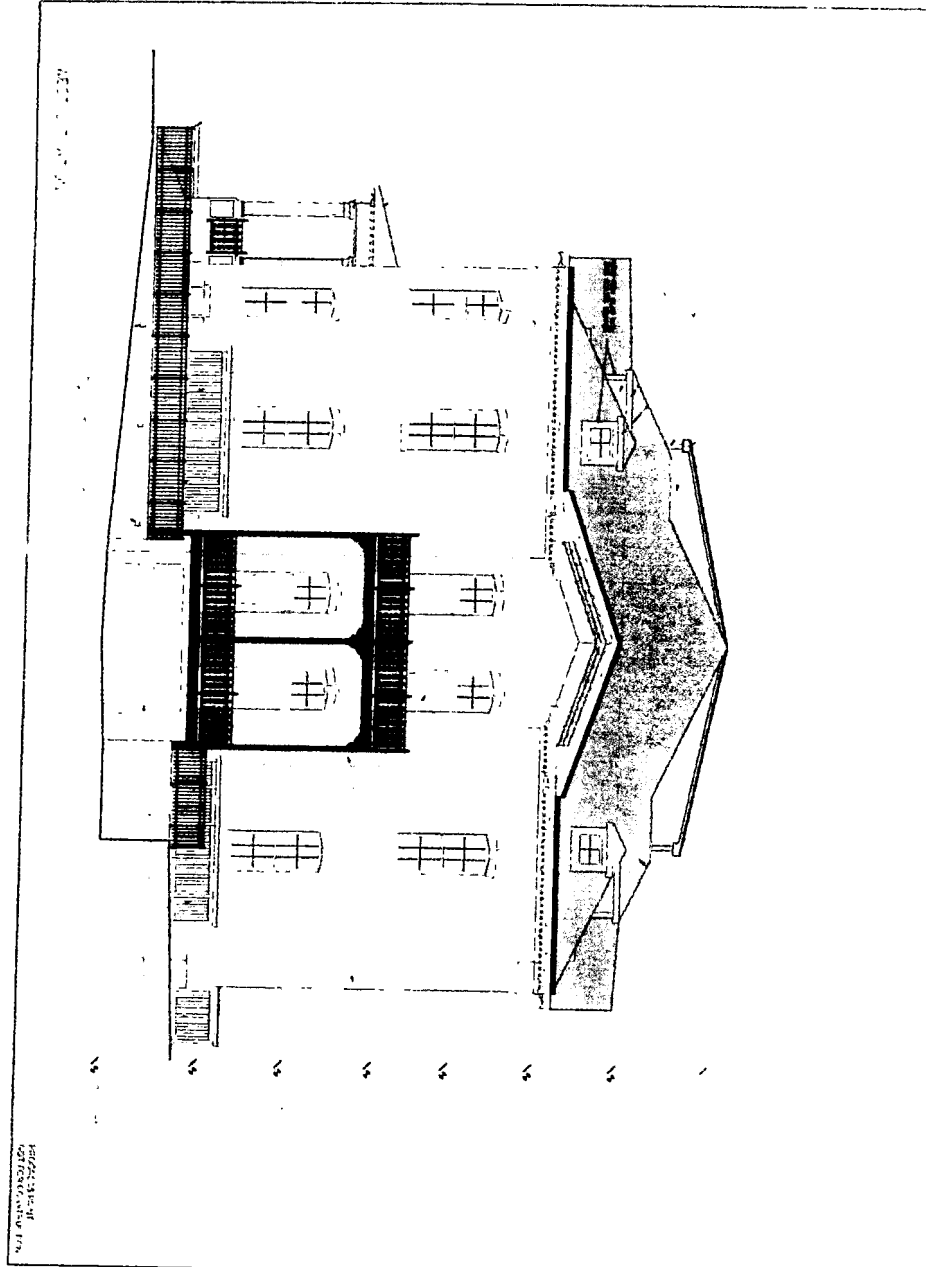
A2.1

KELLEY SCHOOL
 100 WEST STREET, ACRES 1.00 ±
 Diamond Sinecchi, LLC
 PROJECT # 1

DATE: 10/20/11
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]

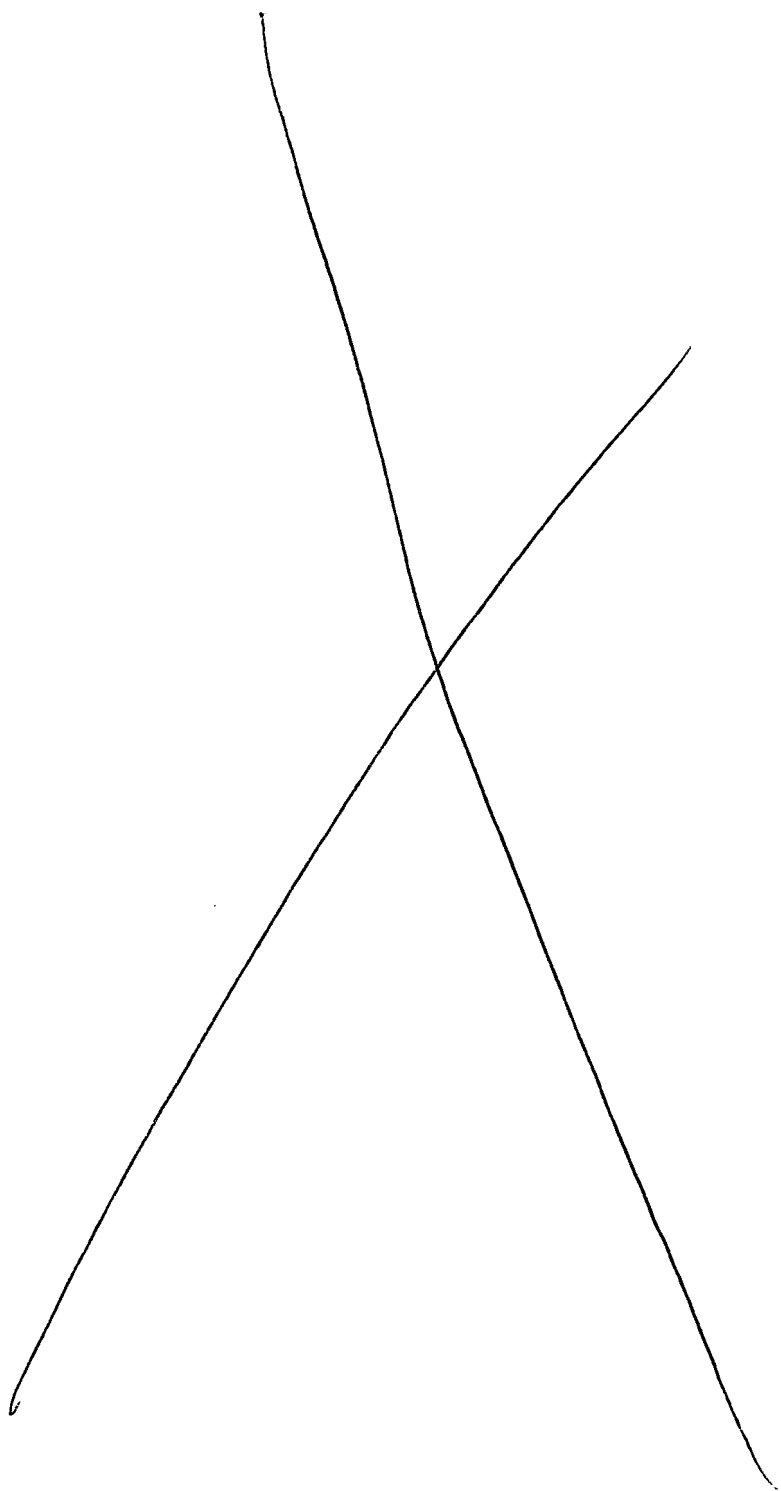
SCALE: 1/8" = 1'-0"
 TYPICAL SECTION
 10/20/11
 10/20/11
 10/20/11

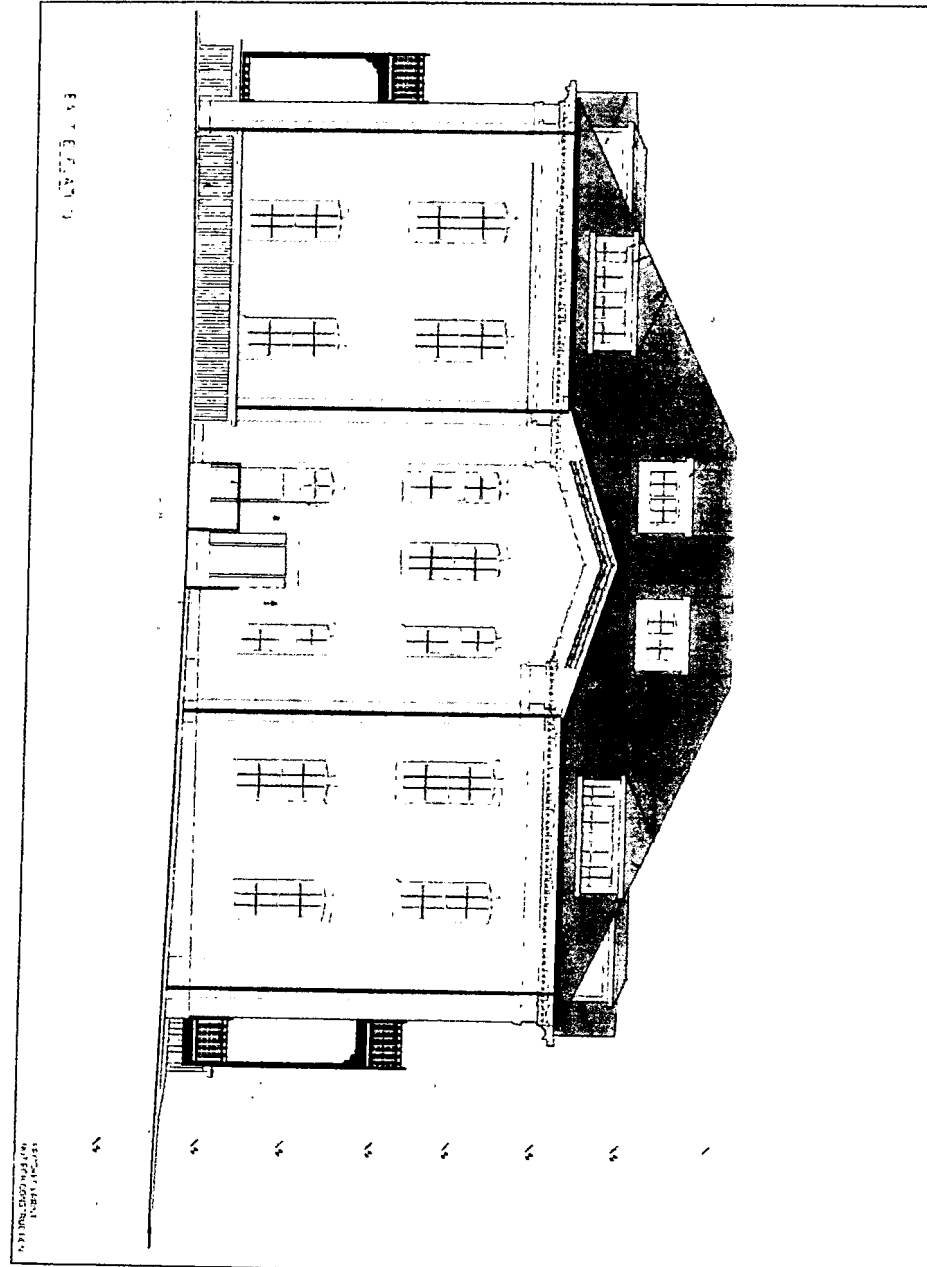
TDA



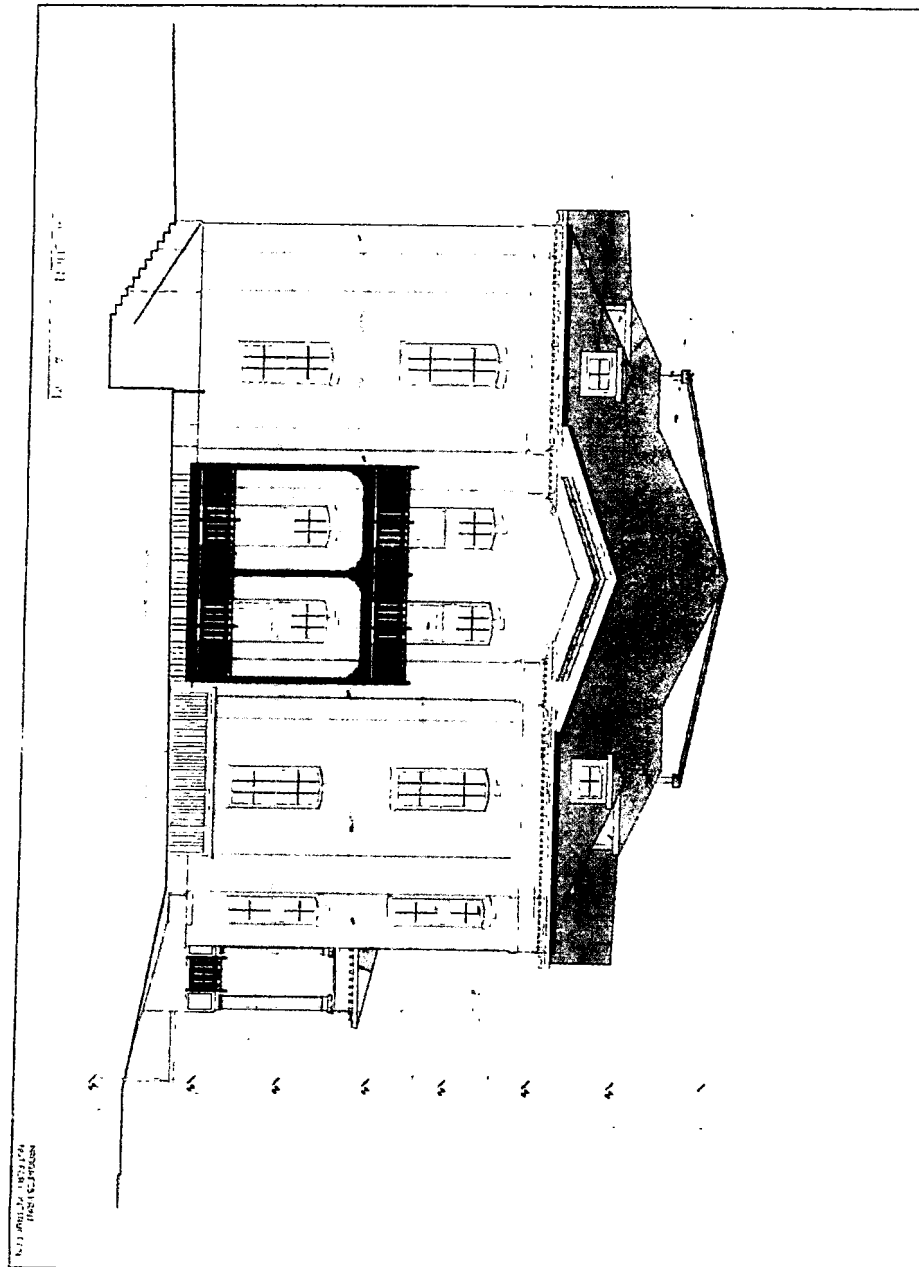
10/24/2013
 10/24/2013
 10/24/2013

A2.2	KELLEY SCHOOL 1000 WEST MISSOURI BLVD Diamond Spacore, LLC CHARLOTTE, NC	10/24/2013 10/24/2013 10/24/2013	Revision See Notes PERMISSIVE	TDA
	SIDE ELEVATION RAMP			

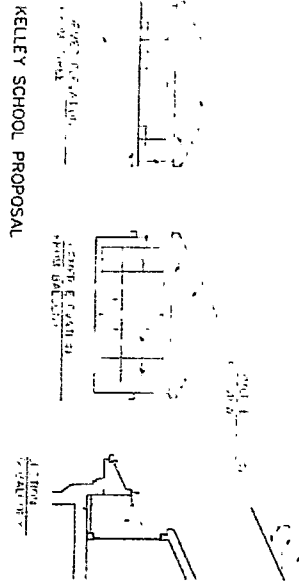




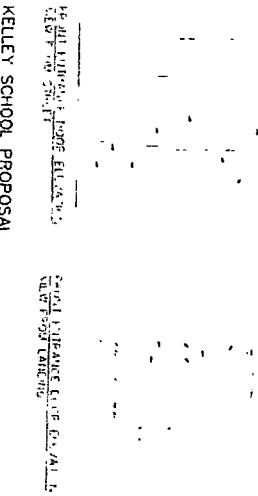
A2.3	KELLEY SCHOOL PROJECT ASSIGNED TO Diamond Sinacon, LLC 08/23/10	0.00 14.00 6.7 12.7 13.2110	1 SCHEDULE 14 PAGES REVISED SHEET 111 10/12/10 2:01 AMANDA B. BRIDGES, L.P. 603.521.6607 87.14 041110	TDA
	REAR ELEVATION			



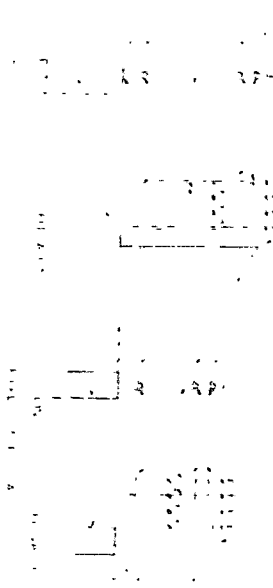
A2.4	KELLEY SCHOOL	SHEET NO. 14 OF 24	TDA
	Diamond Sinacon, LLC SIDE ELEVATION STREET	DATE: 7-1-11 SCALE: 1/8" = 1'-0"	
		PROJECT: Co. Policy - 2nd Addition	
		DRAWN BY: [Name]	
		CHECKED BY: [Name]	
		DATE: 7-1-11	



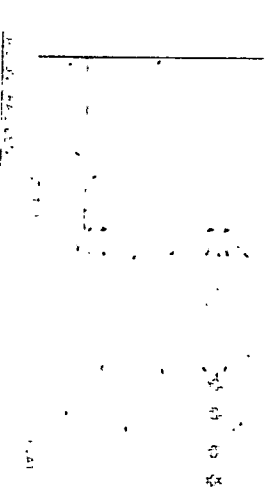
KELLEY SCHOOL PROPOSAL



KELLEY SCHOOL PROPOSAL



KELLEY SCHOOL PROPOSAL



KELLEY SCHOOL PROPOSAL



KELLEY SCHOOL
Diamond Sincori, LLC
Newburyport, MA

PROJECT TITLE
DRAWING TITLE
DRAWING NO.
SCALE
DATE