



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

March 25, 2019

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentlemen of the Council:

I re-appoint John W. Ray III of 8 Amanda Way Salem, MA 01970 to serve as a Constable in the City of Salem for a term to expire April 1, 2022.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Kim Driscoll", is written over a light blue horizontal line.

Kimberley Driscoll  
Mayor

ISSUED THROUGH

# A. A. DORITY COMPANY

BOSTON

## CONTINUATION CERTIFICATE

The NGM Insurance Company, hereinafter called the Company, hereby continues in force its Constable Bond Bond Number 561072

in the sum of Five Thousand dollars (\$5,000.00)

on behalf of

John W. Ray III

located at

8 Amanda Way  
Salem, MA 01970

in favor of City of Salem, MA

for the term beginning April 1, 2019 and ending on April 1, 2022, subject to all covenants and conditions of said bond.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

In witness whereof, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its Corporate Seal to be hereto affixed this day, February 25, 2019

NGM Insurance Company

By 

Katie E. Connor

Attorney-in-Fact

A. A. DORITY Company, Inc.

262 Washington Street, Suite 99

Boston, MA 02108

(617) 523-2935 Fax: 617-523-1707



# City of Salem, Massachusetts

## Police Department Headquarters

95 Margin Street

Salem, Massachusetts 01970

(978) 744-2204

Mary E. Butler

Chief of Police

17 April 2019

Mayor Kimberley Driscoll  
Salem City Hall  
93 Washington Street  
Salem, Massachusetts 01970

Re: **Constable Application – John Walter Ray III**

Dear Mayor Driscoll,

Mr. John Walter Ray III of 8 Amanda Way, Salem, has submitted an application for re-appointment as a Constable with the City of Salem.

The required criminal indices checks on Mr. Ray have been completed and no disqualifying information that would preclude him from appointment was surfaced. I interviewed him on April 4<sup>th</sup>, 2019, during which he reaffirmed his responsibilities to comply with the requirements of the Salem City Ordinance, Chapter 32, Section 19 (as amended May 15<sup>th</sup> 2017).

Mr. Ray has been a Constable in the City of Salem since April, 2013 and is engaged in part-time Constable work. He is a full time care giver to his son who, due to a medical condition, requires constant care. He had been a Constable in Lynn from July, 1995 to July, 1998. He provided copies of training certificates to include 2016 training in "The Powers & Duties of the Massachusetts Constable for 2016". He was a National Rifle Association of America (NRA) certified firearms safety instructor (valid through April, 2018) and is currently certified (through December, 2026) by the Commonwealth of Massachusetts to teach approved courses for the Law Enforcement Officers Safety Act (LEOSA). He maintains a valid license to carry (LTC) firearms license. Mr. Ray has provided the required references attesting to his fitness to serve as a Constable in the City of Salem.

Based on the information provided by Mr. Ray on his application, the results of his criminal history checks and my interview with him, I recommend Mr. Ray for re-appointment as a Constable as he meets the standards for continued service in that capacity. Mr. Ray's application is hereby forwarded for your review, consideration and presentation to the City Council should you elect to re-appoint him. I am available to answer any questions on this matter.

Sincerely,

Mary E. Butler  
Chief of Police

Enclosure: Constable Renewal Application  
cc: Constable File



**CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll**

**Mayor**

**April 25, 2019**

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentlemen of the Council:

I re-appoint Mark L. Finer of 8 MacArthur Blvd Danvers, MA 01923 to serve as a Constable in the City of Salem for a term to expire March 8, 2022.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Kim Driscoll", is written over a faint, larger version of the same signature.

Kimberley Driscoll  
Mayor

ISSUED THROUGH

# A. A. DORITY COMPANY

BOSTON

## CONTINUATION CERTIFICATE

The **NGM Insurance Company**, hereinafter called the Company, hereby continues in force its **Constable Bond** Bond Number **172410**

in the sum of **Five Thousand dollars (\$5,000.00)**

on behalf of

**Mark L. Finer**

located at

8 Macarthur Blvd.  
Danvers, MA 01923

in favor of **City of Salem, MA**

for the term beginning **March 8, 2019** and ending on **March 8, 2022**, subject to all covenants and conditions of said bond.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

In witness whereof, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its Corporate Seal to be hereto affixed this day, March 22, 2019

NGM Insurance Company

By: 

Katie E. Connor

Attorney-in-Fact

A. A. DORITY Company, Inc.

262 Washington Street, Suite 99

Boston, MA 02108

(617) 523-2935 Fax: 617-523-1707



**City of Salem, Massachusetts**  
**Police Department Headquarters**  
**95 Margin Street, Salem, Massachusetts 01970**

**Mary E. Butler**  
Chief of Police

March 19, 2019

Mayor Kimberley Driscoll  
Salem City Hall  
93 Washington Street  
Salem, MA 01970

Re: Constable Application – Mark L. Finer

Dear Mayor Driscoll:

Mr. Mark L. Finer, 8 MacArthur Blvd, Danvers, has submitted an application for re-appointment as a Constable with the City of Salem.

The required criminal indices check on Mr. Finer have been completed and no derogatory information of any kind that would preclude him from appointment has surfaced. He was interviewed by me on March 19, 2019, during which time he reaffirmed his responsibilities to comply with the requirements of the Salem City Ordinance, Chapter 32, Section 19 (as amended May 15<sup>th</sup> 2017).

Mr. Finer has been a Constable for Salem for 21 years and is seeking re-appointment with no issues or problems. Mr. Finer serves as a part-time Police Officer for the Town of Middleton for the past eight (8) years.

Mr. Finer has provided the proper signatories in his application. He has no membership with a Massachusetts Constable Association. He works independently as a Constable. He receives work by word of mouth and with persons and attorneys known to him.

Mr. Finer advised he currently possesses a Firearms License and does carry a personally owned firearm during his work as a Constable, but maintains his proficiency handling the firearm.

Based on the information provided by Mr. Finer on his application, the results of his criminal history checks, current law enforcement career and my interview with him, I recommend Mr. Finer, as he meets the standards for reappointment and continued service as a Constable with the City of Salem.

Mr. Finer's application is hereby forwarded for your review, consideration and presentation to the City Council should you elect to re-appoint him. I am available for any questions at a time of your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary E. Butler", is written over a horizontal line.

Mary E. Butler  
Chief of Police

Enclosure: Constable Renewal Application

Cc: Constable File



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

April 25, 2019

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentlemen of the Council:

I re-appoint Brian Davis of 21 Oakhurst Avenue, Ipswich, MA 01938 to serve as a Constable in the City of Salem for a term to expire February 23, 2022.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kim Driscoll".

Kimberley Driscoll  
Mayor

**CONSTABLE BOND**

Bond No.: S-846066

KNOW ALL MEN BY THESE PRESENTS, That we,

Brian F Davis

of 21 Oakhurst St

Ipswich

MA 01938

as Principal and

NGM Insurance Company

of 4601 Touchton Rd East Ste 3400

Jacksonville, FL 32245-6000

as Surety are held bound unto the

City of Salem

in the full and just sum of

Five Thousand and 00/100 Dollars

(\$5,000.00)

to the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the above bounded Principal has been Appointed as Constable for  
City of Salem

NOW, THEREFORE, if the said Principal shall faithfully perform all duties of his said office in the service of all Civil Processes which may be committed to him during the term of which he has been Elected or Appointed, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall be effective on 2/23/2019 and expire on 2/23/2022.

SIGNED, sealed and dated November 26, 2018.

Brian F Davis

Principal

By: 

Brian F Davis

NGM Insurance Company

Surety

BY: 

Jay Dopley

Attorney-in-Fact







NGM INSURANCE COMPANY  
A member of The Main Street America Group

# POWER OF ATTORNEY

S-846066

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Jay Dooley its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-846066 dated February 23, 2019 , on behalf of \*\*\*\* Brian F Davis \*\*\*\* in favor of City of Salem

for Five Thousand and 00/100 Dollars (\$ 5,000.00 ) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 11th day of January, 2016.

NGM INSURANCE COMPANY By:

*B. R. Fox*

Bruce R. Fox  
Vice President, General Counsel and Secretary



State of Florida,  
County of Duval

On this 11th day of January, 2016 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 11th day of January, 2016.

*Tasha Ann Philpot*



Tasha Ann Philpot  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF915117  
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 26th day of November , 2018 .

*Nancy Giordano-Ramos*



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



**City of Salem, Massachusetts**  
**Police Department Headquarters**  
**95 Margin Street, Salem, Massachusetts 01970**

Mary E. Butler  
Chief of Police

March 21, 2019

Mayor Kimberley Driscoll  
Salem City Hall  
93 Washington Street  
Salem, MA 01970

Re: Constable Application – Brian Davis

Dear Mayor Driscoll:

Mr. Brian Davis, of 21 Oakhurst Avenue, Ipswich, MA, has submitted an application for re-appointment as a Constable with the City of Salem.

The required criminal indices checks on Mr. Davis have been completed and no derogatory information that would preclude him from appointment has surfaced. He was interviewed by me on March 21, 2019, during which time he affirmed his responsibilities to comply with the requirements of the Salem City Ordinance, Chapter 32, section 19 (as amended May 15<sup>th</sup> 2017).

Mr. Davis had been a Constable for Salem for 21 years. He previously worked as an officer for the Federal Reserve for approximately 6 years, until he opened his own private investigative company, New England Surveillance Specialists, Inc. in Ipswich eighteen (18) years ago. He has indicated that he provides service to his customers in his private investigative business and believes he spends about 5% of his time working in that capacity.

Mr. Davis has proper signatories and letters of support accompanying his application. He has an active License to Carry and does not carry a firearm when actively working as a Constable.

Based on the information provided by Mr. Davis on his application, the results of his background check, prior training with the Federal Reserve, his licensed status as a private investigator, the number of years as a Constable and my interview with him, I recommend Mr. Davis for reappointment and continued service as a Constable with the City of Salem.

Mr. Davis' application is hereby forwarded for your review, consideration and presentation to the City Council should you elect to re-appoint him. I am available for any questions at a time of your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mary E. Butler".

Mary E. Butler  
Chief of Police

Enclosure: Constable Renewal Application  
Cc: Constable File



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

April 25, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Mr. Patrick Shea, of 31 Highland Street, to the Zoning Board of Appeals for a term of 3 years to expire 5/1/2022.

I recommend confirmation of his reappointment to the board and ask that you join me in thanking Mr. Shea for his continued dedicated service and commitment to our community.

Very truly yours,

A handwritten signature in cursive script that reads "Kim Driscoll".

Kimberley Driscoll  
Mayor  
City of Salem



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

April 25, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Pursuant to M.G.L. Chapter 32 § 20(4)(b) I am pleased to re-appoint Robert T. Lutts of 92 Orne Street, Salem, to the Salem Contributory Retirement Board as the Fifth Member of the Board, for a three-year term to expire April 25, 2022.

I strongly recommend confirmation of Mr. Lutts' re-appointment. We are fortunate that he is willing to continue serving the retirement system's active and retired members in this important role and lend his considerable expertise to the Board and its work.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kim Driscoll", is written in dark ink.

Kimberley Driscoll  
Mayor  
City of Salem

CC: Paul Findlen, Executive Director, Salem Contributory Retirement System



**CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll**

**Mayor**

April 25, 2019

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentleman of the Council:

Enclosed herewith is a request for a transfer of Twenty Thousand Dollars (\$20,000.00) from the "Unemployment Line" in the Human Resources Budget.

Transfer From	Account	Transfer To	Account	Amount
Unemployment	19131-5173	HR Office Supplies	11522-5421	50.00
Unemployment	19131-5173	HR Contr Serv	11522-5320	3,000.00
Unemployment	19131-5173	HR Advertising	11522-5306	200.00
Unemployment	19131-5713	HR Purchase of Serv	11522-5300	750.00
Unemployment	19131-5713	Workers Comp	11522-5300	6,000.00
TOTAL:				<u>20,000.00</u>

This transfer is requested to cover the cost of office supplies, employer provided uniforms, advertisements, Workers Compensation Salaries and to cover the cost of preplacement physicals and random drug testing through the end of the Fiscal Year.

I recommend passage of the accompanying Order.

Very truly yours,

Kimberley Driscoll  
Mayor



# CITY OF SALEM

In City Council,

April 25, 2019

Ordered:

That the sum of Twenty-Thousand Dollars (\$20,000.00) is hereby transferred as listed below in accordance with the recommendation of Her Honor the Mayor.

Transfer From	Account	Transfer To	Account	Amount
Unemployment	19131-5173	HR Office Supplies	11522-5421	50.00
Unemployment	19131-5173	HR Contr Serv	11522-5320	3,000.00
Unemployment	19131-5173	HR Advertising	11522-5306	200.00
Unemployment	19131-5173	HR Purchase of Serv	11522-5300	750.00
Unemployment	19131-5173	Workers Comp	11522-5300	16,000.00
<b>Total</b>				<b>20,000.00</b>



KIMBERLEY DRISCOLL  
MAYOR

LISA B. CAMMARATA  
DIRECTOR OF HUMAN RESOURCES

## CITY OF SALEM, MASSACHUSETTS

HUMAN RESOURCES  
120 WASHINGTON STREET  
TEL. (978) 745-9595 EXT. 5630  
FAX (978) 745-7298

April 4, 2019

Kimberley Driscoll, Mayor  
Salem City Hall  
93 Washington Street  
Salem, Massachusetts 01970

Dear Mayor Driscoll:

I am respectfully requesting the amount of \$20,000.00 be transferred from the Unemployment Line in the Human Resources Budget to other lines within the Human Resources Budget. Specifically, I am requesting this \$20,000.00 transfer to disperse as follows:

- 1) \$16,000.00 to Workers' Compensation Salaries  
To cover workers' compensation salaries through the end of this fiscal year.
- 2) \$750.00 to Purchase of Services  
To cover the cost of pre-placement physicals and random drug testing through the end of this fiscal year.
- 3) \$200.00 to Advertising  
To cover the cost of employment ads through the end of this fiscal year.
- 4) \$3000.00 to Contracted Services  
To cover the cost of City-supplied uniforms through the end of this fiscal year.
- 5) \$50.00 to Office Supplies  
To cover the cost of office supplies through the end of this fiscal year.

Thank you for your attention and cooperation, and if you should have any questions, or if you should require any additional information, please do not hesitate to contact me.

Very truly yours,

  
Lisa B. Cammarata

cc: Finance Department

**CITY OF SALEM – Finance Department**  
**Free Cash, W & S R/E, R/Res & Budget Transfer Request Form**

From: Human Resources  
Department

  
Department Head Authorizing Signature

4/4/19  
Date

**Budget or R/Res**

**Transfers**

To : 11522-5421  
(Org/Object)

Desc: Office Supplies

Budget Amt: \$1,000

Balance: \$155.19

From : 19131-5173

Desc: unemployment

Budget Amt: \$350,000

Balance: \$141,482.59

(\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$ \_\_\_\_\_ Date: \_\_\_\_\_

**Free Cash or To :** \_\_\_\_\_

Budget Amt: \_\_\_\_\_

**Retained Earnings (W/S)** (Org/Object)

Desc: \_\_\_\_\_ Balance: \_\_\_\_\_

**Raise & Appropriate**

Please circle one

Amount Requested:

\$ 50.00

Reason (Be Specific)

To cover the cost of Office Supplies  
through the end of the fiscal year

*For Finance Department and Mayor's Use Only:*

\_\_\_\_\_ Budget Transfer

\_\_\_\_\_ Mayor Approval

\_\_\_\_\_ City Council Approval

\_\_\_\_\_ Free Cash Appropriation – City Council Approval – Gen Fund \$ \_\_\_\_\_

Free Cash Balance

\_\_\_\_\_ R/E Appropriation – Water \$ \_\_\_\_\_

R/E Balance

\_\_\_\_\_ R/E Appropriation Sewer \$ \_\_\_\_\_

R/E Balance

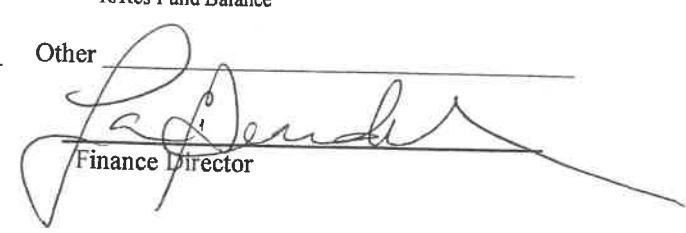
\_\_\_\_\_ Receipts Reserve – City Council Approval

\$ \_\_\_\_\_  
R/Res Fund Balance

\_\_\_\_\_ Raise & Appropriate

\_\_\_\_\_ Other

Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

  
Finance Director

Completed: Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_



**CITY OF SALEM – Finance Department**  
**Free Cash, W & S R/E, R/Res & Budget Transfer Request Form**

From: Human Resources

Department

  
Department Head Authorizing Signature

Date

4/4/19

**Budget or R/Res**

**Transfers**

To: 11522 - 5320

(Org/Object)

Desc: Contracted Services

Budget Amt: \$16,200

Balance: \$1,908.57

From: 19131 - 5173

Desc: Unemployment

Budget Amt: \$350,000

Balance: \$141,482.59

(\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$

Date:

**Free Cash or To:**

**Retained Earnings (W/S)** (Org/Object)

**Raise & Appropriate**

Please circle one

Desc:

Budget Amt:

Balance:

Amount Requested:

\$ 3,000.00

Reason (Be Specific)

To cover the cost of employer provided uniforms through the end of the FY

**For Finance Department and Mayor's Use Only:**

☐ Budget Transfer

☐ Mayor Approval

☐ City Council Approval

☐ Free Cash Appropriation – City Council Approval – Gen Fund \$

Free Cash Balance

☐ R/E Appropriation – Water \$

R/E Balance

☐ R/E Appropriation Sewer \$

R/E Balance

☐ Receipts Reserve – City Council Approval

\$  
R/Res Fund Balance

☐ Raise & Appropriate

☐ Other

Recommendation: ☐ Approved ☐ Denied

  
Finance Director

Completed: Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_

# CITY OF SALEM - Finance Department

## Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: Human Resources  
Department

  
Department Head Authorizing Signature

Date 4/4/19

**Budget or R/Res**

**Transfers**

To: 11522-5306

(Org/Object)

Desc: Advertising

Budget Amt: \$500

Balance: \$20

From: 19131-5173

Desc: Unemployment

Budget Amt: \$350,000

Balance: \$141,482.59

(\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$

Date:

**Free Cash or** To:

Desc:

Budget Amt:

**Retained Earnings (W/S)** (Org/Object)

Balance:

**Raise & Appropriate**

Please circle one

Amount Requested:

\$ 200.00

Reason (Be Specific)

To cover the cost of advertising employment advertisements through the end of the FY

**For Finance Department and Mayor's Use Only:**

☐ Budget Transfer

☐ Mayor Approval

☐ City Council Approval

☐ Free Cash Appropriation - City Council Approval - Gen Fund \$

Free Cash Balance

☐ R/E Appropriation - Water \$

R/E Balance

☐ R/E Appropriation - Sewer \$

R/E Balance

☐ Receipts Reserve - City Council Approval

\$

R/Res Fund Balance

☐ Raise & Appropriate

☐ Other

Recommendation: ☐ Approved ☐ Denied

  
Finance Director

Completed: Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_

**CITY OF SALEM - Finance Department**  
**Free Cash, W & S R/E, R/Res & Budget Transfer Request Form**

From: Human Resources  
Department

  
Department Head Authorizing Signature

Date: 4/4/19

**Budget or R/Res**

**Transfers**

To: 11522-5300  
(Org/Object)

Desc: Purchase of Services

Budget Amt: \$6,550

Balance: \$1,230.50

From: 19131-5173

Desc: Unemployment

Budget Amt: \$350,000

Balance: \$141,482.59

(\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$ \_\_\_\_\_ Date: \_\_\_\_\_

**Free Cash or** To: \_\_\_\_\_

Desc: \_\_\_\_\_

Budget Amt: \_\_\_\_\_

Balance: \_\_\_\_\_

**Retained Earnings (W/S)** (Org/Object)

**Raise & Appropriate**

Please circle one

**Amount Requested:**

\$ 750.00

**Reason (Be Specific)**

To cover the cost of pre placement physicals  
and random drug testing thru the end of FY -

**For Finance Department and Mayor's Use Only:**

\_\_\_\_\_ Budget Transfer

\_\_\_\_\_ Mayor Approval

\_\_\_\_\_ City Council Approval

\_\_\_\_\_ Free Cash Appropriation - City Council Approval - Gen Fund \$ \_\_\_\_\_

Free Cash Balance

\_\_\_\_\_ R/E Appropriation - Water \$ \_\_\_\_\_

R/E Balance

\_\_\_\_\_ R/E Appropriation Sewer \$ \_\_\_\_\_

R/E Balance

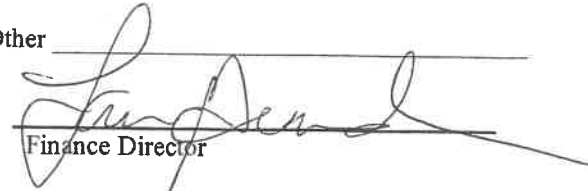
\_\_\_\_\_ Receipts Reserve - City Council Approval

\$ \_\_\_\_\_  
R/Res Fund Balance

\_\_\_\_\_ Raise & Appropriate

\_\_\_\_\_ Other \_\_\_\_\_

**Recommendation:** \_\_\_\_\_ Approved \_\_\_\_\_ Denied

  
Finance Director

**Completed:** Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_

# CITY OF SALEM - Finance Department

## Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: Human Resources  
Department

[Signature]  
Department Head Authorizing Signature

4/4/19  
Date

**Budget or R/Res**

**Transfers** To: 19121 - 5111  
(Org/Object)

Desc: Workers Comp Salaries  
Full Time

Budget Amt: \$130,000  
Balance: \$23,362.56

From: 19131 - 5173

Desc: Unemployment

Budget Amt: \$350,000  
Balance: \$141,482.59

(\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)

Current Balance in Receipts Reserved Fund Above (if applicable) - \$ \_\_\_\_\_ Date: \_\_\_\_\_

**Free Cash or** To: \_\_\_\_\_

Desc: \_\_\_\_\_

Budget Amt: \_\_\_\_\_

**Retained Earnings (W/S)** (Org/Object)

Balance: \_\_\_\_\_

**Raise & Appropriate**

Please circle one

**Amount Requested:**

\$ 16,000.00

**Reason (Be Specific)**

To cover the cost of WC salaries through the  
end of the fiscal year

**For Finance Department and Mayor's Use Only:**

\_\_\_\_\_ Budget Transfer \_\_\_\_\_ Mayor Approval \_\_\_\_\_ City Council Approval

\_\_\_\_\_ Free Cash Appropriation - City Council Approval - Gen Fund \$ \_\_\_\_\_  
Free Cash Balance

\_\_\_\_\_ R/E Appropriation - Water \$ \_\_\_\_\_ R/E Balance  
R/E Appropriation Sewer \$ \_\_\_\_\_ R/E Balance

\_\_\_\_\_ Receipts Reserve - City Council Approval \$ \_\_\_\_\_  
R/Res Fund Balance

\_\_\_\_\_ Raise & Appropriate

Other \_\_\_\_\_

**Recommendation:** \_\_\_\_\_ Approved \_\_\_\_\_ Denied

[Signature]  
Finance Director

**Completed:** Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_



## **CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll  
Mayor**

April 25, 2019

Salem City Council  
City of Salem  
93 Washington Street  
Salem, MA 01970


Ladies and Gentlemen of the Council:

Enclosed herewith is an Order to approve and accept the Conservation Restriction for the conservation of the recreational resource at 15 Ward Street, Salem, MA and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Sections 31-33.

15 Ward Street, LLC was awarded \$40,000 in CPA funds by the City Council in FY14 to convert a vacant parcel into a pocket park. The award is conditional that the 15 Ward Street, LLC grant and convey an irrevocable Conservation Restriction that will assure that the site will be retained and maintained for conservation and public recreation purposes in perpetuity.

Thank you for your consideration.

Very truly yours,

  
Kimberley Driscoll  
Mayor



# CITY OF SALEM

In City Council, April 25, 2019

## Ordered:

That the City Council hereby approves and accepts the Conservation Restriction Agreement for the conservation of the recreational resource at 15 Ward Street, Salem, MA and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 31-33.

**APPROVAL OF CONSERVATION RESTRICTION  
BY MAYOR OF THE CITY OF SALEM AND THE SALEM CITY COUNCIL**

I, Mayor Kimberley Driscoll, the undersigned, being the Mayor of the City of Salem, Essex County, Massachusetts, pursuant to a vote taken by the Salem City Council at a meeting duly held on \_\_\_\_\_, 2019, hereby approve and accept the foregoing Conservation Restriction from 15 Ward Street, LLC to the City of Salem acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

By: \_\_\_\_\_  
Name: Kimberley Driscoll  
Its: Mayor, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Kimberley Driscoll proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Salem, MA.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**VOTE OF SALEM CITY COUNCIL**

I, Ilene Simons, City Clerk of the City of Salem hereby certify that at a meeting duly held on \_\_\_\_\_, 2019 the City Council voted to approve and accept the foregoing Conservation Restriction from 15 Ward Street, LLC to the City of Salem acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

By: \_\_\_\_\_  
Name: Ilene Simons  
Its: City Clerk, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_  
Essex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as City Clerk for the City of Salem, MA.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**GRANTOR:** 15 Ward Street, LLC

**GRANTEE:** City of Salem, MA

**PREMISES:** 15 Ward Street, Salem, MA

**FOR GRANTOR'S TITLE SEE:** Southern Essex District Registry of Deeds Book 32809 Page 284

## **CONSERVATION RESTRICTION**

15 Ward Street, LLC, a Massachusetts limited liability company, with a principal place of business located at 96 Lafayette Street, Salem, Essex County, Massachusetts, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to the City of Salem acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, with an address of 93 Washington Street, Salem, Essex County, Massachusetts, its permitted successors and assigns ("Grantee"), for consideration of \$40,000 in Massachusetts General Laws Chapter 44B Community Preservation Act (CPA) funds, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION AND RECREATION PURPOSES, the following Conservation Restriction for Public Recreational Use (hereinafter the "Conservation Restriction" or the "Restriction") on land located at 15 Ward Street in the City of Salem, Massachusetts containing the entirety of a 1925 square foot parcel of land ("Premises"), which Premises is more particularly described in Exhibit A, and shown on the reduced copy of a plan of land in Exhibit B, both of which are incorporated herein and attached hereto.

### **I. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Restriction is to assure that the Premises will be maintained in perpetuity for conservation and public recreation purposes and to prevent any use or change that would impair or interfere with its conservation and public preservation values ("conservation values").

Construction of park was undertaken on the Premises using M.G.L. c. 44B Community Preservation Act funds. Documentation of the City Council vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

**The conservation values include the following:**

- Public Access. Public access to the Premises will be allowed for outdoor recreation.
- Public Park Preservation. This Conservation Restriction will ensure that the Premises will be permanently available as a recreational space.

### **II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES**

#### **A. Prohibited Acts and Uses**

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna, tower, solar panel, solar array, or other temporary or permanent structure or facility on, above or under the Premises;



- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) The use of the Premises for piling of snow from off of the Premises;
- (11) Any other use of the Premises or activity which is inconsistent with the purpose of this Restriction or which would impair its conservation values.

**B. Reserved Rights and Exceptions**

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Restriction.

- (1) Community Park Uses. The construction, installation, maintenance, renewal and use of a community park, provided that any construction receives prior approval of the Grantee, and further provided that motorized uses shall not be permitted, except as necessary in connection with the construction, installation, maintenance, and renewal of the community park features and related infrastructure as described herein. For the purposes of this paragraph, allowable elements associated with a "community park" shall include recreational courts or fields, playground structures, community gardens, farmers' markets, tree and other vegetation plantings, and other improvements commonly associated with community parks, including, but not limited to benches and seating, trash receptacles, and water fountains, but shall not include buildings or other significant structures. Allowable uses shall include, without limitation, the use of the elements listed above for open space and recreational purposes as well as activities commonly associated with community parks;

- (2) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, woods roads, fence lines and trails and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (6) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values.
- (7) Outdoor Passive Recreational Activities. Bird-watching, basketball, and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
- (8) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (9) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

#### **C. Notice and Approval.**

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Restriction. Where Grantee's approval is required, Grantee

shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Restriction.

### **III. LEGAL REMEDIES OF THE GRANTEE**

#### **A. Legal and Injunctive Relief.**

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

#### **B. Non-Waiver.**

Enforcement of the terms of this Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing 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.

#### **C. Disclaimer of Liability**

By acceptance of this Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, ~~environmental~~ laws and regulations, or ~~acts not caused by the Grantee or its agents.~~

#### **D. Acts Beyond the Grantor's Control**

Nothing contained in this Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

### **IV. ACCESS**

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(7) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(7). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Restriction. Any public use which is permitted by the terms of this Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

## **V. EXTINGUISHMENT**

A. If circumstances arise in the future such as render the purpose of this Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V(B) below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the recreation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including CPA funding.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V(B) – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## **VI. DURATION & ASSIGNABILITY**

A. Running of the Burden. The burdens of this Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Premises, that the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Restriction.

## IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Restriction continues to be enforceable by a non-fee owner.

## X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may jointly amend this Restriction; provided that no amendment shall be allowed that will affect the qualification of this Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Essex Registry of Deeds.

## **XI. EFFECTIVE DATE**

This Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Southern Essex Registry of Deeds.

## **XII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Mickey Northcutt, Manager  
15 Ward Street LLC, C/O North Shore Community Development Coalition  
96 Lafayette Street  
Salem, MA 01970

With a copy to:  
Kimberly L. Martin-Epstein, Esq.  
Hackett Feinberg P.C.  
155 Federal Street, 9<sup>th</sup> Floor  
Boston, MA 02110

To Grantee: The City of Salem Conservation Commission  
98 Washington Street  
Salem, MA 01970

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

## **XIII. GENERAL PROVISIONS**

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose

of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Recreation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Recreation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Recreation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Recreation Restriction, all of which are merged herein.

#### **XIV. MISCELLANEOUS**

A. Pre-existing Public Rights. Approval of this Recreation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Recreation Restriction.

B. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor: 15 Ward Street, LLC, Mickey Northcutt, Manager  
Grantee Acceptance: Conservation Commission  
Approval by City of Salem, Kimberley Driscoll, Mayor  
Approval by City Council  
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises  
Exhibit B: Sketch Plan of Premises  
Exhibit C: City Council Vote authorizing use of CPA funds

WITNESS my hand and seal this 1<sup>st</sup> day of April, 2019,

By: \_\_\_\_\_

Mickey Northcutt  
Manager 15 Ward Street LLC

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 1<sup>st</sup> day of April, 2019, before me, the undersigned notary public, personally appeared MICKEY NORTHCUTT, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 4, 2021



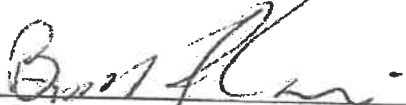


15 Ward Street, Salem, MA 01970


**ACCEPTANCE OF CONSERVATION RESTRICTION  
BY CITY OF SALEM CONSERVATION COMMISSION**

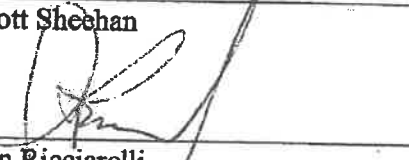
We, the undersigned, being a majority of the Conservation Commission of the City of Salem, Massachusetts, hereby certify that at a public meeting duly held on April 11, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from 15 Ward Street, LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C and do hereby accept the foregoing Conservation Restriction.

CITY OF SALEM CONSERVATION COMMISSION:

  
Bart Hoskins

  
Tom Campbell

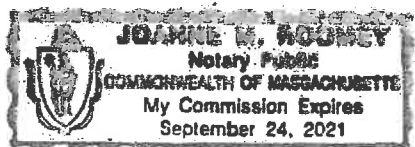
  
Scott Sheehan

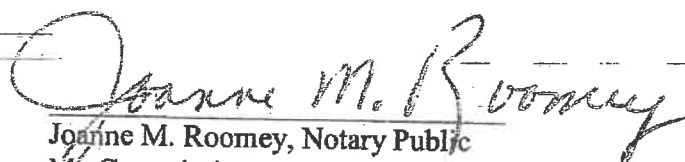
  
Dan Ricciarelli

COMMONWEALTH OF MASSACHUSETTS

ESSEX COUNTY, SS:

On this 11<sup>th</sup> day of April, 2019, before me, the undersigned notary public, personally appeared: Bart Hoskins, Scott Sheehan, Tom Campbell and Dan Ricciarelli and proved to me through satisfactory evidence of identification which were MA Drivers Licenses, to be the persons whose names are signed above, and acknowledged to me that they signed it voluntarily for its stated purpose.



  
Joanne M. Roomey, Notary Public  
My Commission Expires: 9/24/21

**APPROVAL OF CONSERVATION RESTRICTION  
BY MAYOR OF THE CITY OF SALEM AND THE SALEM CITY COUNCIL**

I, Mayor Kimberley Driscoll, the undersigned, being the Mayor of the City of Salem, Essex County, Massachusetts, pursuant to a vote taken by the Salem City Council at a meeting duly held on \_\_\_\_\_, 2019, hereby approve and accept the foregoing Conservation Restriction from 15 Ward Street, LLC to the City of Salem acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

By: \_\_\_\_\_  
Name: Kimberley Driscoll  
Its: Mayor, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Kimberley Driscoll proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Salem, MA.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**VOTE OF SALEM CITY COUNCIL**

I, Ilene Simons, City Clerk of the City of Salem hereby certify that at a meeting duly held on \_\_\_\_\_, 2019 the City Council voted to approve and accept the foregoing Conservation Restriction from 15 Ward Street, LLC to the City of Salem acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

By: \_\_\_\_\_  
Name: Ilene Simons  
Its: City Clerk, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as City Clerk for the City of Salem, MA.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction for Public Recreational Use from 15 Ward Street, LLC to the City of Salem acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
**MATTHEW A. BEATON**  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **EXHIBIT A**

The land subject to this Conservation Restriction, referred to herein as the Premises, is a certain parcel of land on Ward Street in Salem, Massachusetts, bounded and described as follows:

SOUTHERLY by Ward Street forty-three (43) feet;  
WESTERLY by land now or late of D. Foley about forty-seven feet two inches (47'2");  
NORTHERLY by land now or late of Owen Connors twelve feet two inches (12'2");  
NORTHEASTERLY by the same land three feet three inches (3'3");  
NORTHERLY by the same land twenty-nine feet seven inches (29'7"); and  
EASTERLY by land now or late of Radford about forty-three feet six inches (43'6").

Description derives from deed of Marie Anna L'Heureux, Trustee, et al dated July 30, 1968 and recorded at Essex South District Registry of Deeds in Book 5551, Page 31. The Premises is also shown

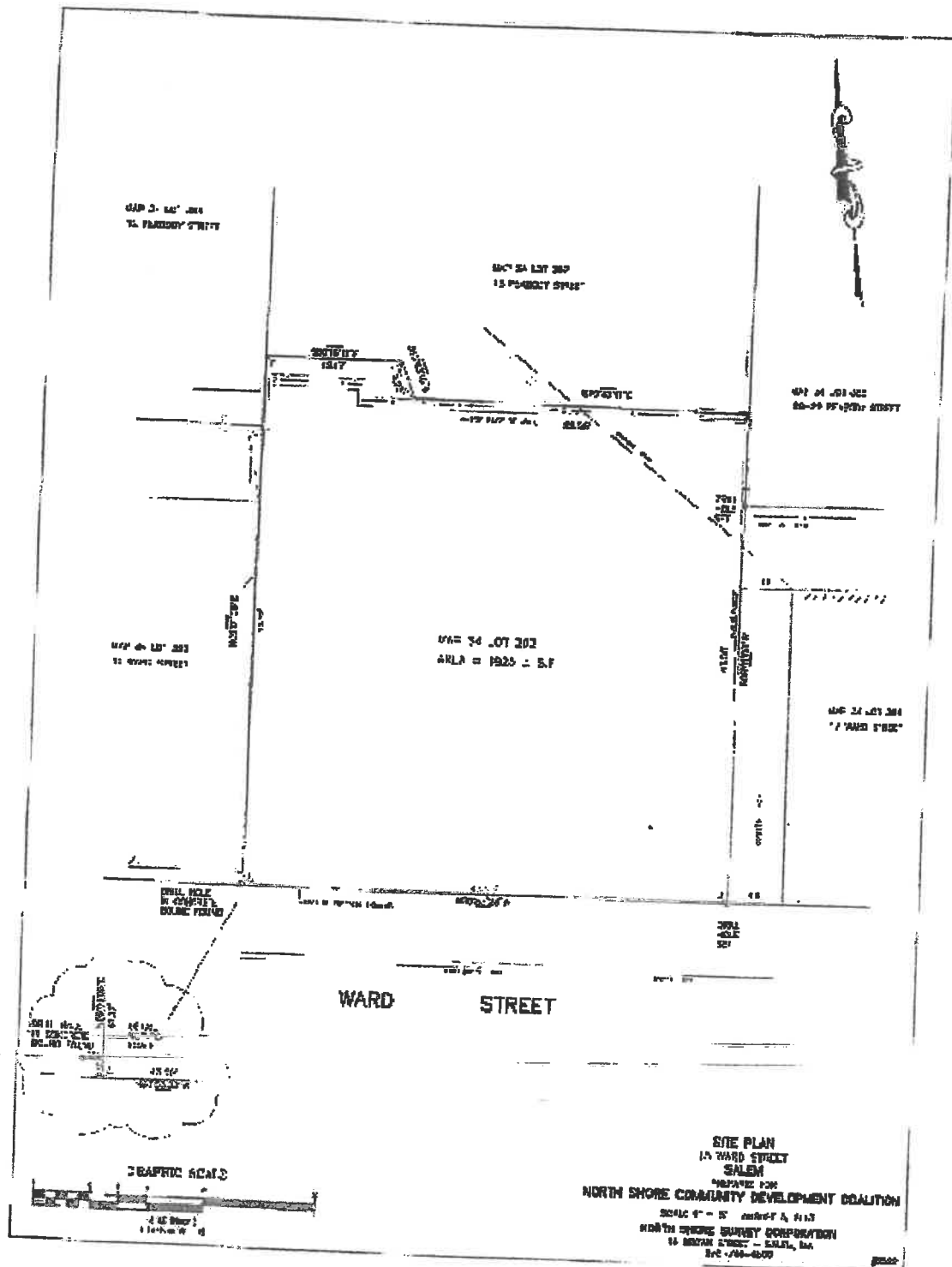
The entirety of the Premises is subject to this Conservation Restriction.

Premises address: 15 Ward Street, Salem, MA

Premises also shown on Salem Assessor's Map 34 as Lot 393

# EXHIBIT B

(S)



**EXHIBIT C**

**See following page**

*City of Salem, Massachusetts*  
*Office of the City Clerk*

*Ilene Simons*  
*City Clerk*



*Room 1*  
*City Hall*

March 28, 2019

Ms. Jane Guy  
Assistant Community Development Director  
City of Salem  
Department of Planning & Community Development  
98 Washington Street  
Salem, MA 01970

RE: 15 Ward Street Pocket Park

Dear Ms. Guy:

At a regular meeting of the City Council held on June 26, 2014, the City Council adopted the recommendation from the Community Preservation Committee and voted unanimously to authorize the use of \$40,000 in Community Preservation Act funds for the purpose of constructing a park on the premises of 15 Ward Street by 15 Ward Street, LLC.

This action was approved by the Mayor on July 1, 2014.

Very truly yours,

*Ilene Simons*

ILENE SIMONS  
CITY CLERK



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

April 25, 2019

Salem City Council  
City of Salem  
93 Washington Street  
Salem, MA 01970

Ladies and Gentlemen of the Council:

Enclosed herewith is an Order to approve and accept the Preservation Restriction Agreement for the preservation of the historic resource at 211 Bridge Street, Salem, MA and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

The Bridge at 211 was awarded \$121,277.50 in CPA funds by the City Council in FY18 for window restoration. The award is conditional that the Bridge at 211 grant and convey an irrevocable Preservation Restriction that will assure that the architectural, historic, and cultural features of the exterior of the building will be retained and maintained in perpetuity.

Thank you for your consideration.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Kim Driscoll", is written over a horizontal line.

Kimberley Driscoll  
Mayor





# CITY OF SALEM

In City Council, April 25, 2019

**Ordered:**

That the City Council hereby approves and accepts the Preservation Restriction Agreement for the preservation of the historic resource at 211 Bridge Street, Salem, MA and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

# **PRESERVATION RESTRICTION AGREEMENT**

**between**

**211 BRIDGE STREET CORPORATION  
D/B/A THE BRIDGE AT 211**

**and the**

**CITY OF SALEM, MASSACHUSETTS**

**BY AND THROUGH THE SALEM HISTORICAL COMMISSION**

THIS PRESERVATION RESTRICTION AGREEMENT is made this 21<sup>st</sup> day of March, 2019 by and between 211 BRIDGE STREET CORPORATION, D/B/A THE BRIDGE AT 211, located at 211 Bridge Street, Salem, Massachusetts ("Grantor") and the CITY OF SALEM ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the SALEM HISTORICAL COMMISSION, located at 98 Washington Street, Salem, Massachusetts, 01970 ("Commission"),

WHEREAS, the Grantor is the owner of certain real property (hereinafter referred to as "the Property") with improvements thereon known as both the The Bridge at 211 and the former First Universalist Church (hereinafter referred to as "the Building"), located at 211 Bridge Street, Salem, Massachusetts, more particularly described in a deed dated July 17, 2015 from The First Universalist Society of Salem, f/k/a New Universalist Society in Salem to the 211 Bridge Street Corporation and recorded in Essex South Registry of Deeds in Book 35535, Page 304. A copy of the description of the Property is attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, the Building is described as follows, and also depicted in a set of fifteen (15) photographic images taken in December, 2018, referenced by number in the following text, with copies of said images attached hereto and incorporated herein by reference as Exhibit C:

The First Universalist Church is one of two Federal period churches remaining in Salem. According to architectural historian Bryant F. Tolles, it is one of the "most outstanding Federal-era ecclesiastical structures surviving in Essex County". When it was originally constructed in 1808-09, the church was built on a steep slope on the bank of the North River, which once flowed directly behind the church.

The church building has been remodeled several times over its history. In 1826 and 1839, the basement was enlarged and finished. In 1842, the gallery was remodeled and in 1855, the old square pews were replaced. In 1877-78, Salem architect William Devereaux Dennis (1847-1913) oversaw the remodeling of the interior sanctuary and the "Victorianization" of the building's exterior with a new patterned pyramidal tower roof, triple-arched tower windows, trapezoidal window and door lintels, and expanded pavilion wings. In 1889, Dennis designed a new brick chapel that was constructed at the southeast corner of the main church building. In 1924, the Boston office of architect R. Clipston Sturgis restored the building to its Federal era style. This project included sandblasting the exterior brick, removal of the Victorian details including the tower cap, installation of Federal style windows and doors, and remodeling of the interior.

The two-story church was built on a typical Federal meetinghouse plan. The building is constructed of red brick laid in a Flemish bond pattern with a granite foundation and slate shingled gable roofs. Today, the Church is located in a densely settled much-altered block on the northern edge of downtown Salem. The church building is sited at the northwest corner of its lot with its primary façade facing south onto a brick pedestrian plaza. The rear elevation (north) abuts Bridge Street, while the west elevation sits directly on the sidewalk of what was once Rust

Street. Windows are true-divided single-glazed wood sash in configurations of 8/12, 8/16 and 12/12.

#### Façade/South elevation

The Church building's projecting five-bay façade supports a square tower at its center, which intersects the ridge of the gabled roof behind. A brownstone sill course marks the second story of the façade and a molded brick course encircles the tower, but neither appear on the main mass of the building, which is plain except for ornamentation at the cornice. The sill course on the second story runs directly beneath second story windows (Photo 1). At the building's base, broad granite steps lead to three doorways symmetrically placed on the façade. The center entry is recessed in a round arch with molded brick and keystone; the secondary side entries, also recessed, are segmentally arched. The end bays are marked with rectangular windows with 12/12 sash. The main entrance door has a semicircular fanlight. The side entrance doors are topped with single lite transom windows. The second story features a Palladian window set in blind arch with keystone, which is centered in the tower above the entry. Rectangular windows are symmetrically spaced in the outside bays and feature arched openings with molded brick and 12/12 sash. Above is a denticulated cornice that follows the gabled roofline (Photos 2). The upper story of the tower features a centered rectangular panel with an incised date of "1808" on the façade (Photo 3). Large arched openings with keystones are centered on each elevation of the tower with louvers filling each opening. The tower is capped by a denticulated cornice (Photo 4). A brick chimney is set off-center in the tower.

#### West elevation

The west elevation is six bays deep with symmetrically spaced windows aligned on the first and second stories (Photo 5). Basement windows are positioned slightly off center from windows above and may be later additions as window sills are located at or slightly above grade level. Moving south to north, a shallow granite foundation extends across the first bay and terminates at the southern edge of the basement window in the second bay. The basement window in the first bay interrupts the foundation and its bottom trim is partially covered by the concrete sidewalk. Basement windows feature 12-lite fixed sash. First story windows feature painted sills with no lintels. Sash are 8/12. Second story windows have splayed brownstone lintels and painted sills that appear to be brownstone. Window sash on this story are 8/16. Cornice has molded brick with dentil trim. A copper gutter extends the full elevation and is serviced by four copper downspouts – one at each corner with others flanking middle three bays.

#### North elevation

Bricks on the north elevation wall are laid in an American bond pattern with seven courses of stretchers between each course of headers. This elevation is the most altered, with evidence of infilled windows still apparent through changes in brick and mortar coloration. This elevation presents no discernable bay configuration and follows the slope of Bridge Street which descends west to east. The basement story features a simple entry with paneled doors located at grade. The entry is accessed by a short path protected by a low concrete retaining topped by a horizontal pipe railing. East of the entrance is a 4/12 window, while a double window with 4/4 sashes is located to the west (Photo 6). The first story of this elevation has a single window located near the west corner of the elevation. This window is 8/12 with painted wood sill. On the second story, one window is located near west corner positioned above first story window. This window has a splayed brownstone lintel and painted sill. Sash is 8/16. A similar window is located on this story near the east corner of the elevation. Slightly off-center is an infilled large arched opening with a row of brick soldier course above arch. The brick infill is slightly inset from the wall plane.

#### East elevation

Bricks on this elevation are also laid in an American bond pattern with seven courses of stretchers between each course of headers. On the first story is a recessed entry with a metal staircase that accesses the adjacent paved parking area. This entry may be a later addition as shadows in the brick on either side indicate that there may have been a series of window openings on this story. On the basement level, changes in bricks patterns provide clear visual evidence of original

window openings below the entry and at the northeast corner of the elevation. The second story of this elevation features four symmetrically spaced windows with 8/16 sash. These windows have brick sills and no lintels. A brick denticulated cornice and copper gutter complete the elevation. Two copper downspouts are located at the northeast corner and at the northern edge of the third bay (Photo 7).

#### **Chapel Addition (1889)**

The Chapel addition is a hipped-roof red-brick structure with a square footprint that is connected to the southwest corner of the main church building by a flat-roofed one-bay deep, two-story ell. Brick on the Chapel are laid in a variation of the Common bond with seven courses of stretchers between a course of alternating headers and stretchers. The Panel Brick style of the Chapel together with its late 19<sup>th</sup> century red brick and tinted mortar visually differentiates the addition from the main church building. The Chapel's location at the corner also limits its visual impacts on the façade of the main church (Photo 1). The Chapel features a granite foundation and slate shingled roof. Fenestration on the Chapel features elongated windows on the second story with 2/2 sash and semi-circular stained glass transoms. The Chapel's two-story ell, which features the main entrance, sits at a right angle to the main building creating an L-shape. The Church's granite entry stairs extend to the ell where they turn at a right angle and are finished with a dressed granite block. The Church's granite watertable continues around the ell and the second story brownstone string course continues onto the façade of the ell. (Photo 8) The denticulated cornice of the main church is also replicated on the ell. A granite cornerstone is inscribed with the Chapel's "1889" construction date (Photo 9).

#### Façade/west

The ell's two-bay façade is oriented west. The first story features a large entry with double paneled doors capped by an arched brick molding above a single-lite semi-circular transom. An arched window with 2/2 sash is capped by a round arched brick molding with a brick sill. Segmental arched windows on the second story features 2/2 sash and are capped by segmental arched brick hood molding (Photo 8). The southern elevation of this section features a 2/2 rectangular window flush with the watertable and a two-story segmental arched stained glass window that bisects the first and second stories (Photo 10). Both windows are capped by brick hood moldings. The main Chapel rises an additional half story above the ell. The Chapel's west wall, which is visible above the ell, is clad in slate shingles with a modified simple cornice (Photo 10).

#### South elevation

The three-bay south elevation, which is partially obscured by the house at 1 Ash Street, features a deep Panel Brick corbelled cornice. Fenestration on this elevation features a pair of rectangular 4/4 windows on the first story and symmetrically-spaced single 2/2 windows with semi-circular transoms on the second story. Brick hood moldings and rusticated brownstone sills complete the windows. Three granite steps are located next to the foundation on this elevation (Photo 11).

#### East elevation

The Chapel's east elevation is four bays wide with a single entry located at the southeast corner of the wall (Photo 12). The entry features paired paneled doors set below a segmental arched transom. First story windows include single 2/2 rectangular windows on the outside bays and paired 2/2 windows in the two center bays. Windows are capped by flat brick hood moldings with rusticated brownstone sills. Second story windows replicate the first story pattern of single and paired windows but feature half-round transoms above. Half-round brick hood moldings and rusticated brownstone trim complete the windows. A second-story decorative brick string course sits directly below second story windows (Photo 13).

#### North elevation

The four-bay north elevation features segmental arched basement openings with 6-light rectangular windows. (Photo 14) An additional opening for an access door to the basement is located at the northeast corner. First story fenestration includes single windows in three bays with

paired windows in the fourth (NW) bay. Basement windows in the fourth bay replicates this pattern. Second story windows are single in each bay and continue the pattern of elongated 2/2 rectangular sash with semi-circular stained glass transoms. Brick hood molding and rusticated brownstone trim complete each window. A simple brick chimney (which may be a later addition) rises slightly off-center on this elevation. The north elevation of the two-story ell features single openings on each story. The upper portion of the first story opening has been partially infilled with plywood with a smaller 2/2 window filling the remainder. The second story opening features a segmental-arched opening with rectangular 2/2 sash.

WHEREAS, due to its historical and architectural significance, the Building and the Property were accepted for inclusion in the National and State Registers of Historic Places on October 18, 1983.

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building 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 is documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibit A, B and C, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibits A, B and C) shall consist of the following:

Exhibit A. Legal Property Description

Exhibit B. Assessors' Parcel Map

Exhibit C. Fifteen (15) Baseline Photographs Dated December 2018; and

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

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project by the City Council, the sum of Sixty-Seven Thousand, Six Hundred and Forty-Seven Dollars and Ninety-Seven Cents (\$67,647.97) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration of the windows of the Building; and

WHEREAS, the Grantor and the Grantee have reached an Agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor to be expended 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, and the Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the 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 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 Salem and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40C, authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

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

**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 its current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

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

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of a 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 the requirements of 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 D and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.

**3. Restriction as to Expenditure of Funds:** 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 shall expend such Community Preservation Funds to rehabilitate and restore the Building.

**4.1. 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 to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. 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").

**4.2. 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 near the Building;
- 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 Paragraph 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 or trees or very large shrubs 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 4.1, 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 the Restriction Guidelines (Exhibit D), 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 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
  - (i) are permitted by governmental statute or regulation;
  - (ii) do not substantially impair the preservation values of the Building and Property; and
  - (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 4.1, 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 and 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 sixty (60) 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 sixty (60) 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, so long as

the request sets forth the provisions of this section relating to deemed approval after the passage of time provided that nothing herein shall be construed to permit Grantor from undertaking any of the activities prohibited hereunder.

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

9. Casualty Damage or Destruction: In the event that 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 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 Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which 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 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, ~~after, demolish, remove or raze the Building, and/or construct new~~ improvements on the Property, Grantor and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

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

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's or equivalent rating agency 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.

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, 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.

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: 211 Bridge Street Corporation  
d/b/a The Bridge at 211  
211 Bridge Street  
Salem, MA 01970

Grantee: Salem Historical Commission  
c/o City of Salem  
Department of Planning & Community Development  
98 Washington Street  
Salem, MA 01970

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

14. 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.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building 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, including a failure to expend such Funds for their intended purposes, 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, repayment of the Funds, 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 the 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 Building or Property 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.

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 this Restriction. 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, 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 or to a similar 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, 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.

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.

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 Salem, and the Salem Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the City of Salem 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 interests in the Property 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.

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

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

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

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Salem and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. Archaeological 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 and 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 21 day of March, 2019.  
By:

**GRANTOR:**

211 Bridge Street Corporation

Mark Stevens

Mark Stevens  
President  
and Co-chair, Board of Directors

Dale E. Yale

Dale E. Yale  
Secretary  
and Co-chair, Board of Directors

Stephen Benevento

Stephen Benevento  
Treasurer

RECEIVED

MAR 26 2019

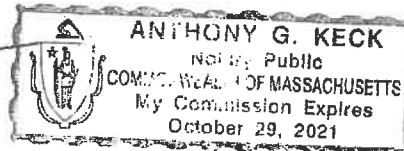
COMMONWEALTH OF MASSACHUSETTS

DEPT. OF PLANNING  
COMMUNITY DEVELOPMENT

Essex,ss.

On this 21 day of MARCH, 2019, before me, the undersigned notary public, personally appeared Dale E. Yale, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

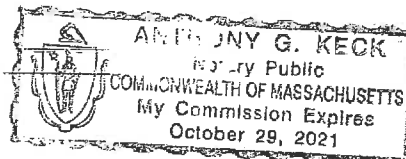
Anthony G. Keck  
Notary Public  
My Commission Expires:



Essex,ss.

On this 21 day of MARCH, 2019, before me, the undersigned notary public, personally appeared Mark Stevens, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

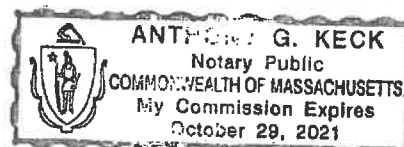
Anthony G. Keck  
Notary Public  
My Commission Expires:



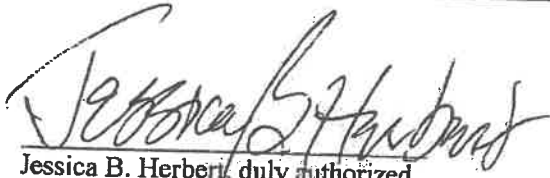
Essex,ss.

On this 21 day of MARCH, 2019, before me, the undersigned notary public, personally appeared Stephen Benevento, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Anthony G. Keck  
Notary Public  
My Commission Expires:



ACCEPTANCE BY THE SALEM HISTORICAL COMMISSION



Jessica B. Herbert, duly authorized  
Chair, Salem Historical Commission

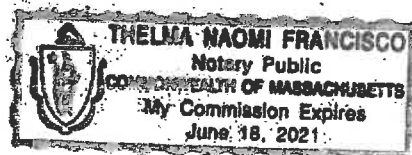
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 21<sup>st</sup> day of March, 2019 before me, the undersigned notary public, personally appeared Jessica B. Herbert, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Salem Historical Commission.



Notary Public  
My Commission Expires:



**ACCEPTANCE AND APPROVAL BY THE CITY OF SALEM**

I, the undersigned City Clerk of the City of Salem, Massachusetts, hereby certify that at a meeting duly held on ~~XXXXXXX~~, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

By its Clerk

\_\_\_\_\_  
Ilene Simons  
City Clerk

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

\_\_\_\_\_  
Kimberley Driscoll  
Mayor

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Salem.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared, Kimberley Driscoll, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Salem.

\_\_\_\_\_  
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

\_\_\_\_\_  
Brona Simon  
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



# EXHIBIT A

## Legal Property Description

The land with the buildings thereon, situated at 211 Bridge Street, Salem, Essex County, Massachusetts, and being described as follows:

Beginning at the northwest corner of said land at Rust Street, now known as North Walkway, and the southern side of Bridge Street running in an easterly direction along Bridge Street One Hundred eighteen and 84/100 (118.84) feet, thence,

Running southerly in two courses along Ash Street Eighty-four and 24/100 (84.24) feet and Sixty-five and 26/100 (65.26) feet, thence

Running westerly Sixty-two and 50/100 (62.50) feet to a point, thence

Running southerly Eight and 25/100 (8.25) feet to a point, thence

Running westerly Sixty-five and 58/100 (65.58) feet to said Rust Street, now known as North Walkway, thence

Running northerly One Hundred Twenty-five and 53/100 (125.53) feet to the point of beginning at Bridge Street.

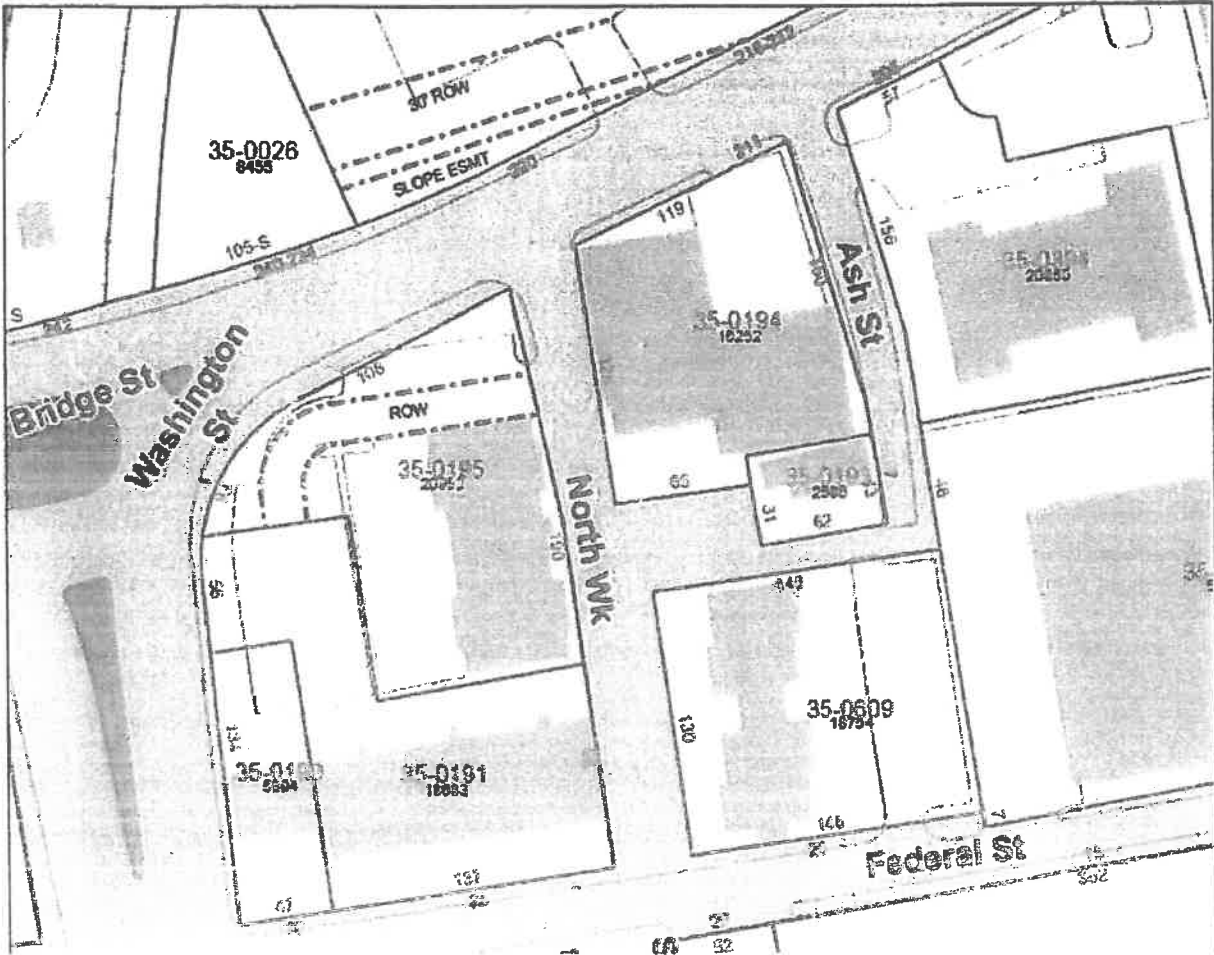
Being approximately 16,252 feet, more or less.

Subject to and with the benefit of all easements of record insofar as now in force and applicable to the within described premises.

For title reference see deeds recorded with the Essex South Registry of Deeds in Book 234, Page 180, Book 277, Page 231, Book 1288, Page 161, Book 1742, Page 379, Book 4360, Page 348, and Book 4425, Page 473.

Source: Southern Essex District Registry of Deeds in Book 35535, Page 304.

**EXHIBIT B**  
**Salem Assessors' Parcel Map 35-0194**



# EXHIBIT C

## Baseline Photographs

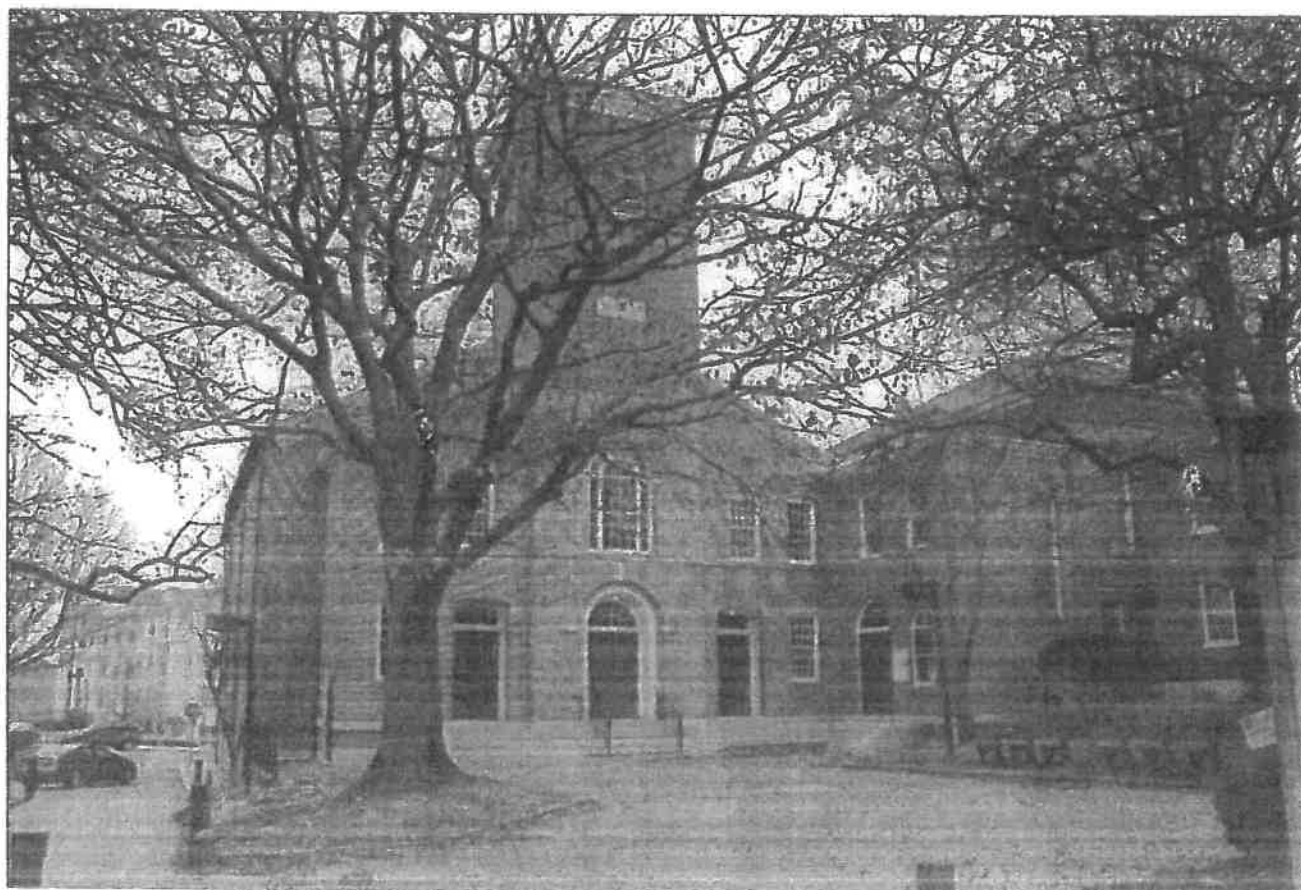


Photo 1 – Church façade (south) with Chapel addition

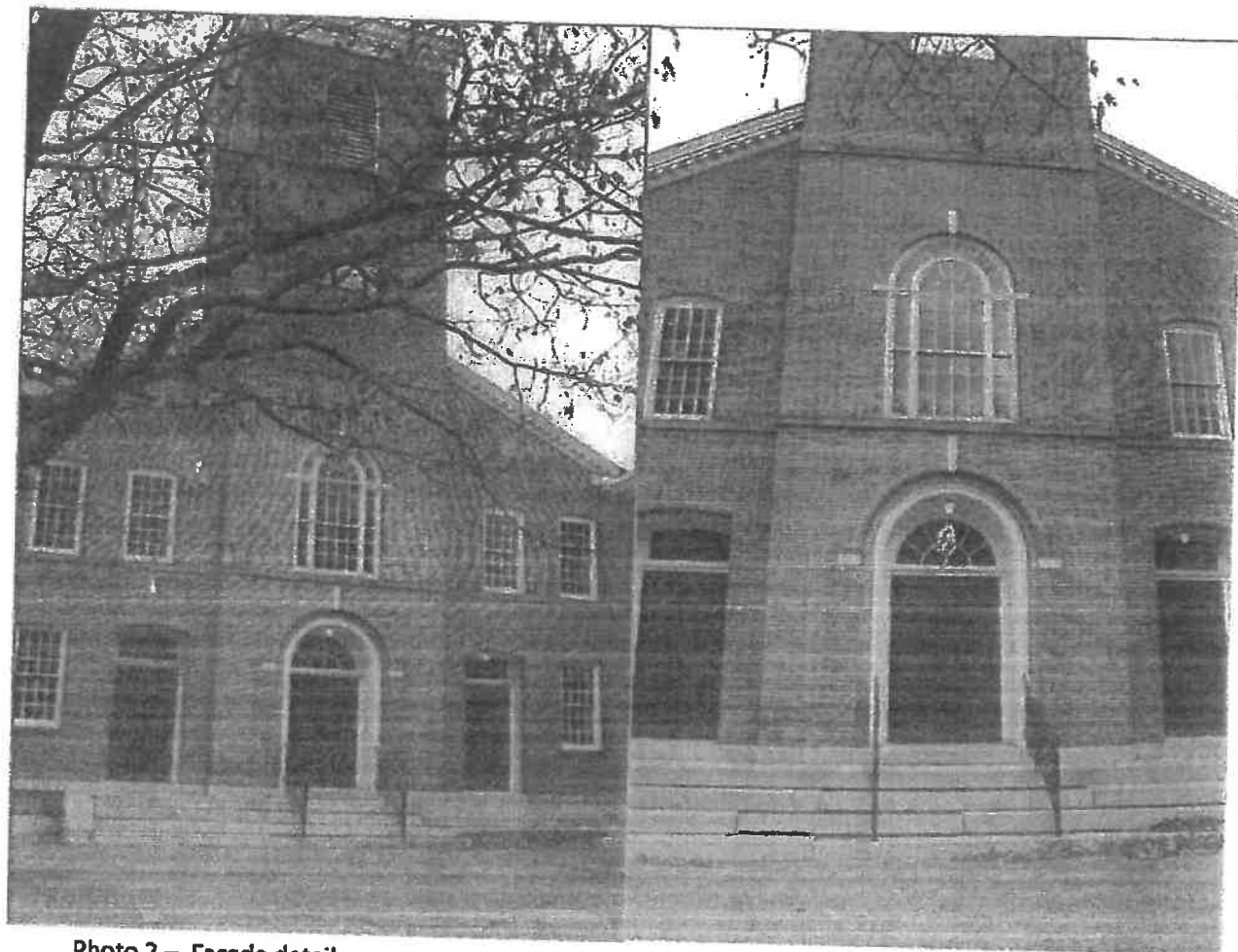
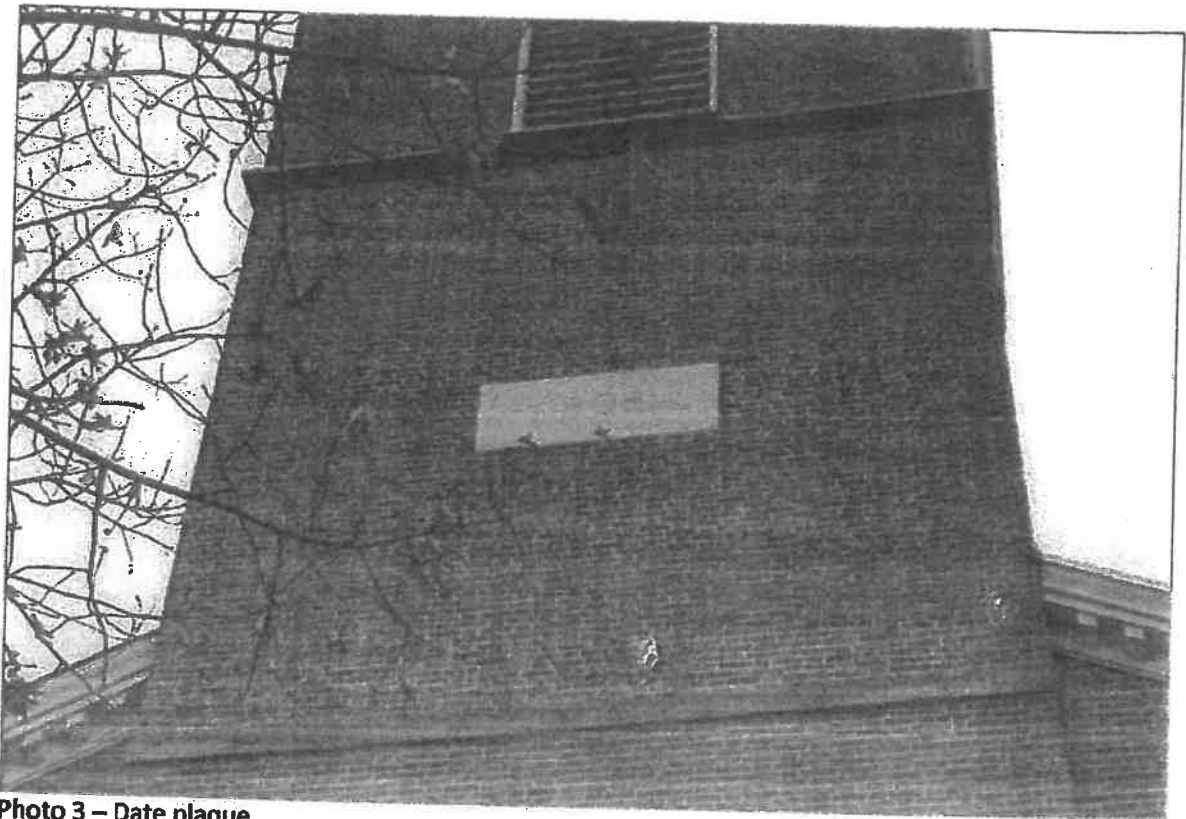
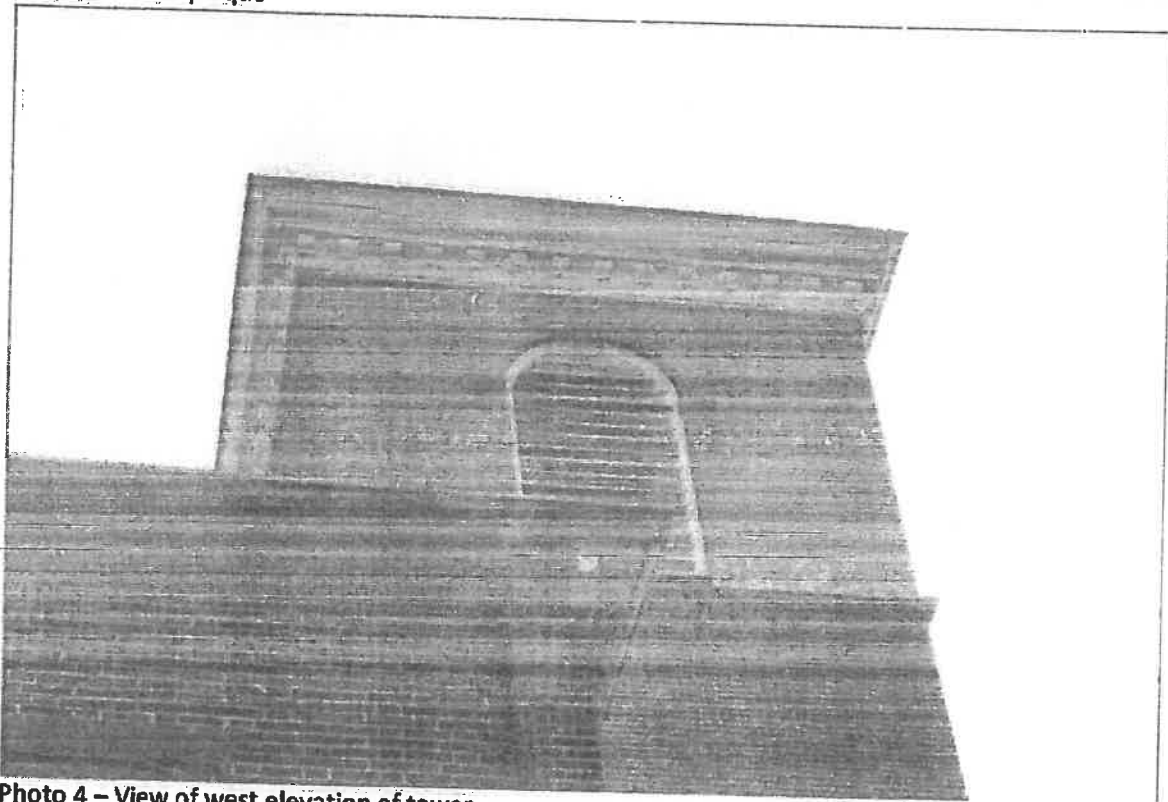


Photo 2 – Façade details



**Photo 3 – Date plaque**



**Photo 4 – View of west elevation of tower**

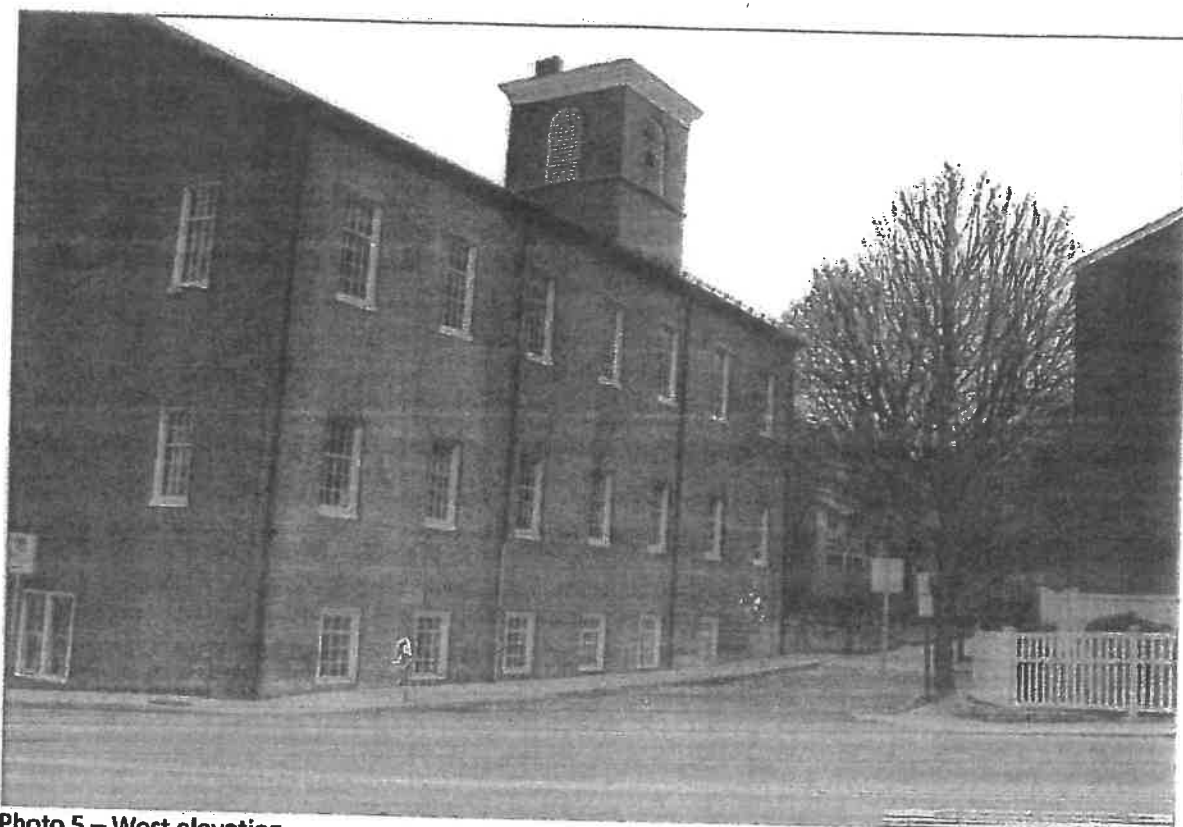


Photo 5 – West elevation

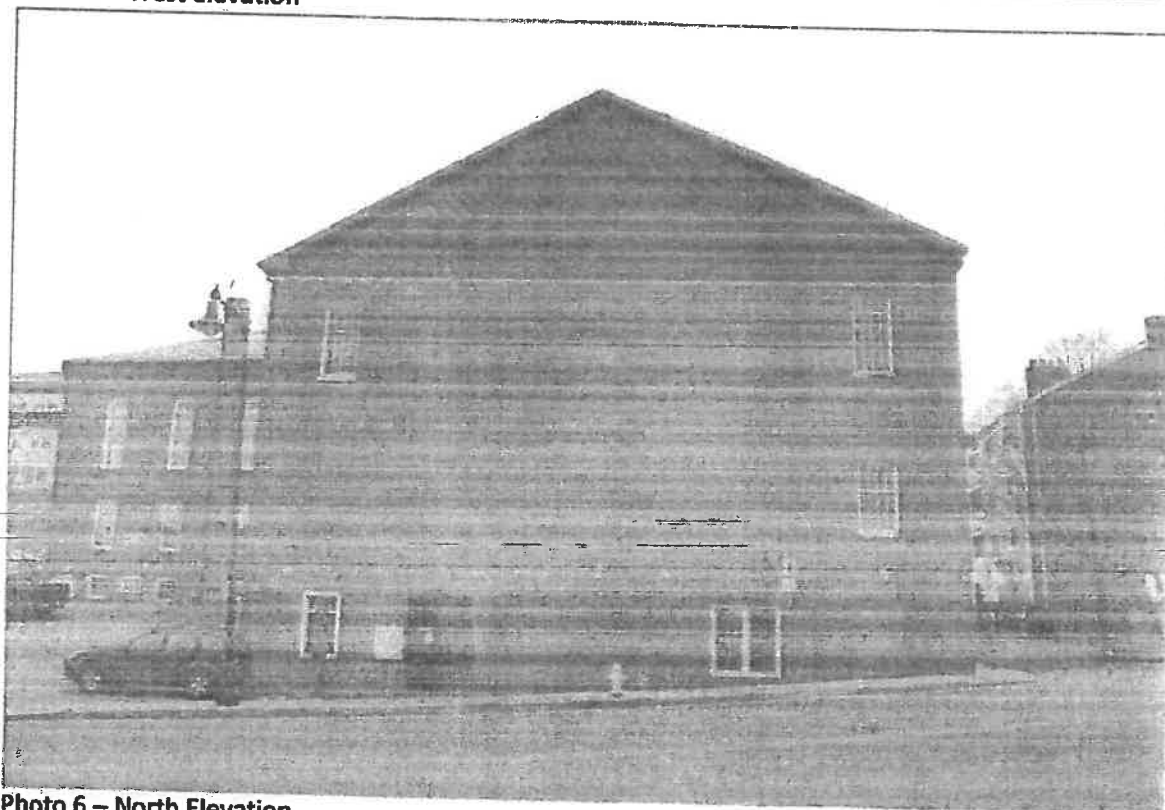


Photo 6 – North Elevation



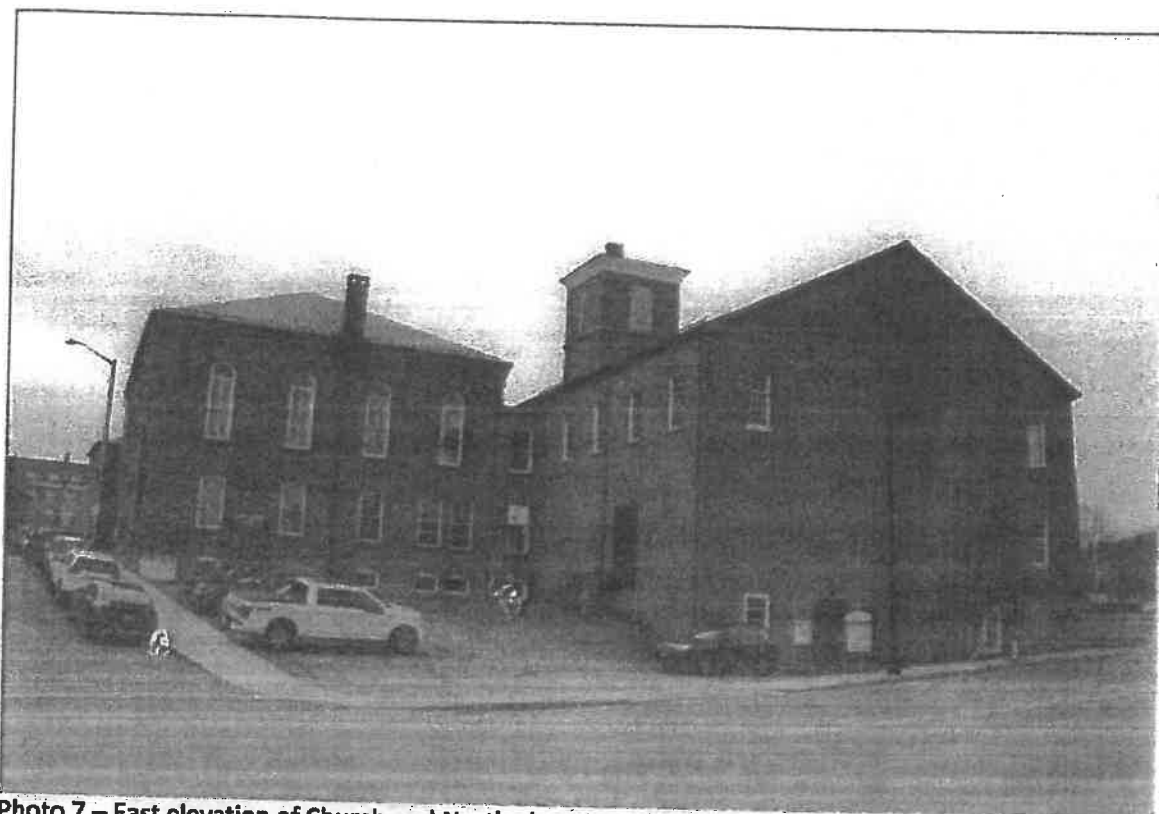


Photo 7 – East elevation of Church and North elevation of Chapel and ell

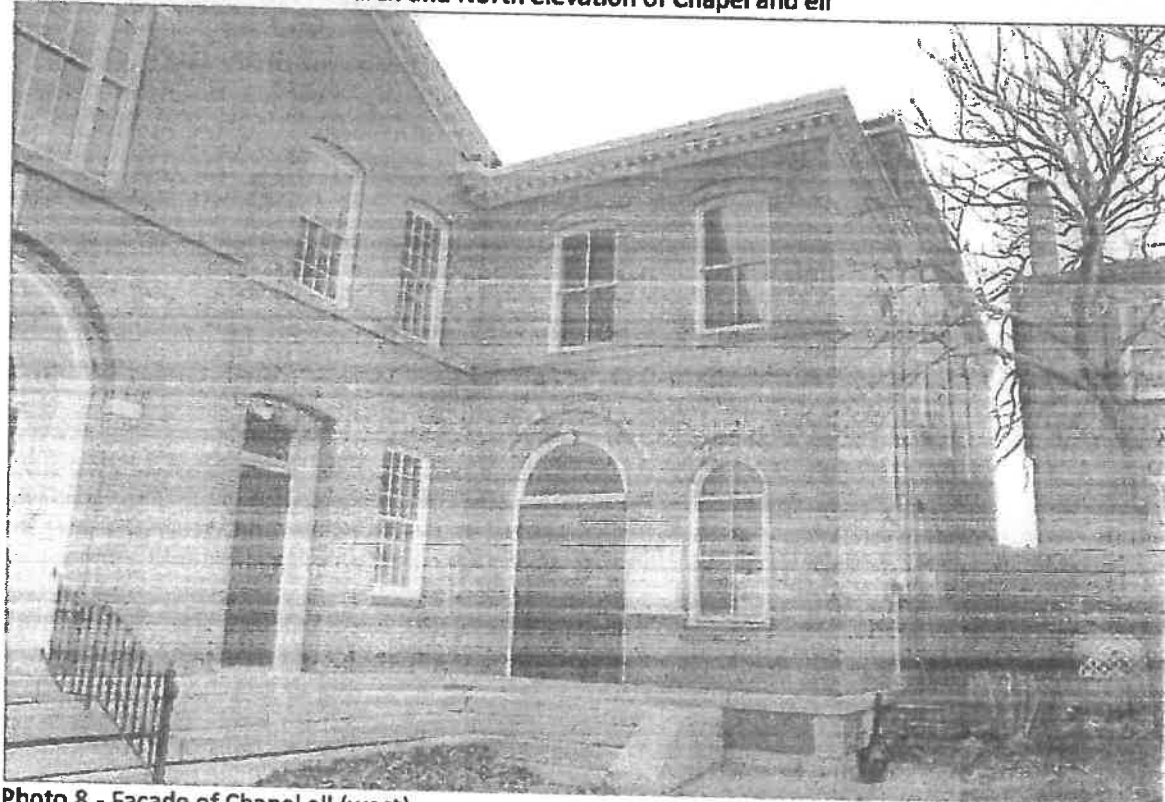


Photo 8 - Façade of Chapel ell (west)



Photo 9 – Cornerstone

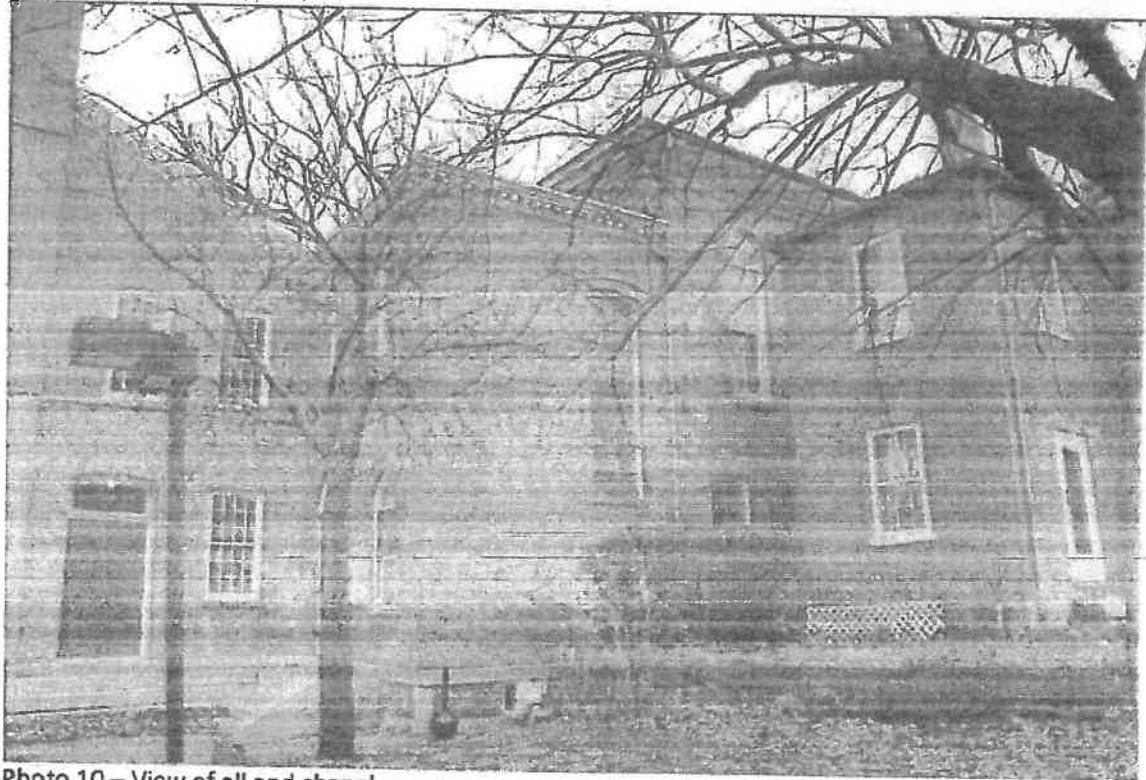


Photo 10 – View of ell and chapel



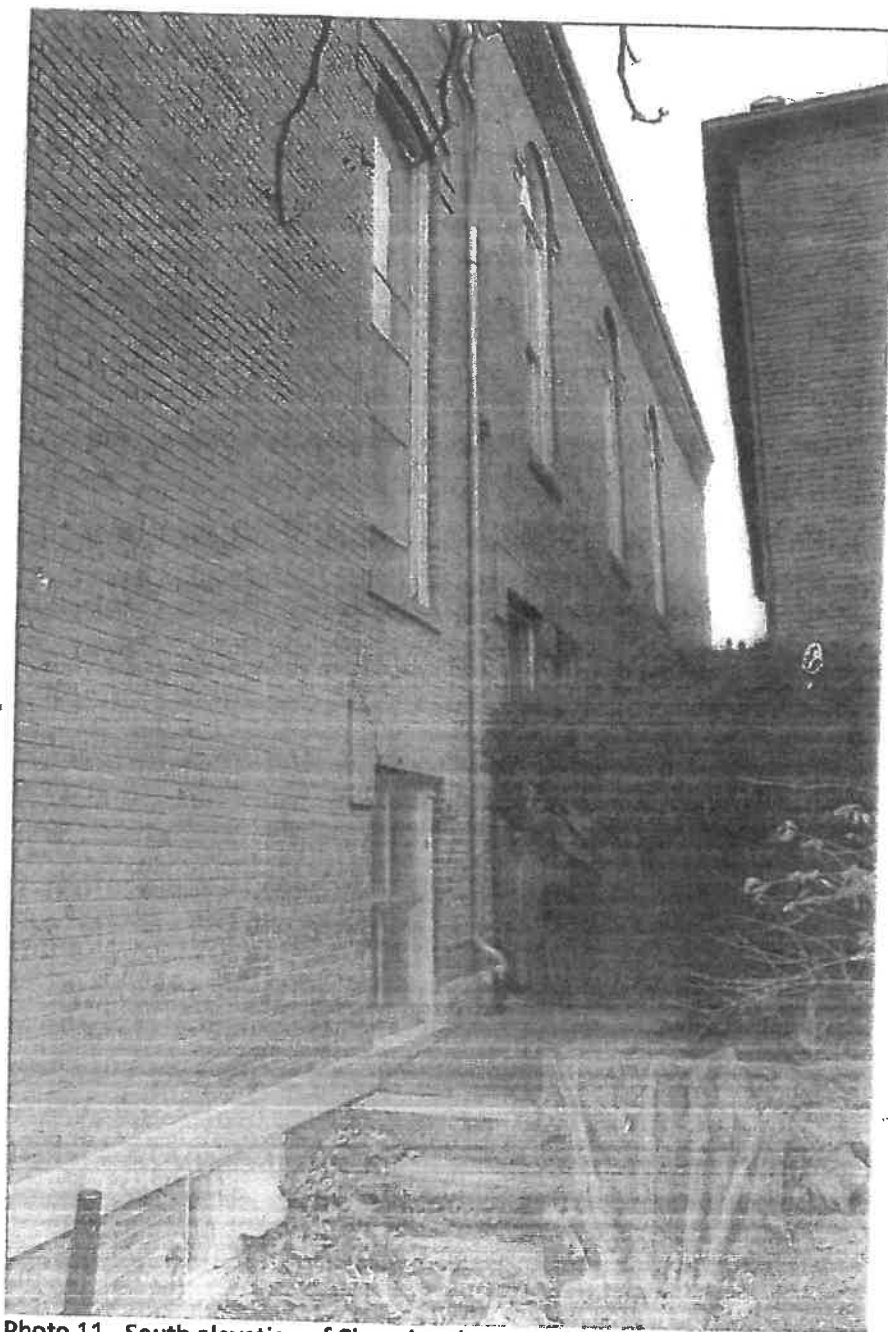
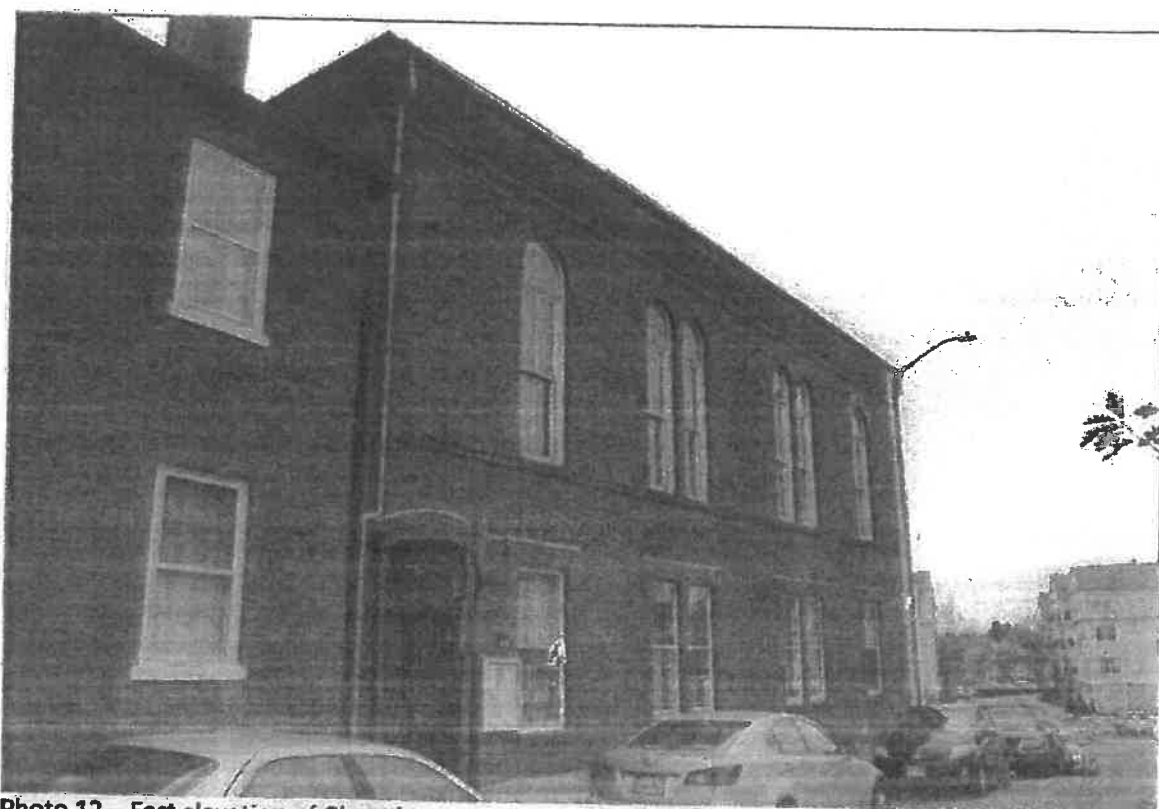
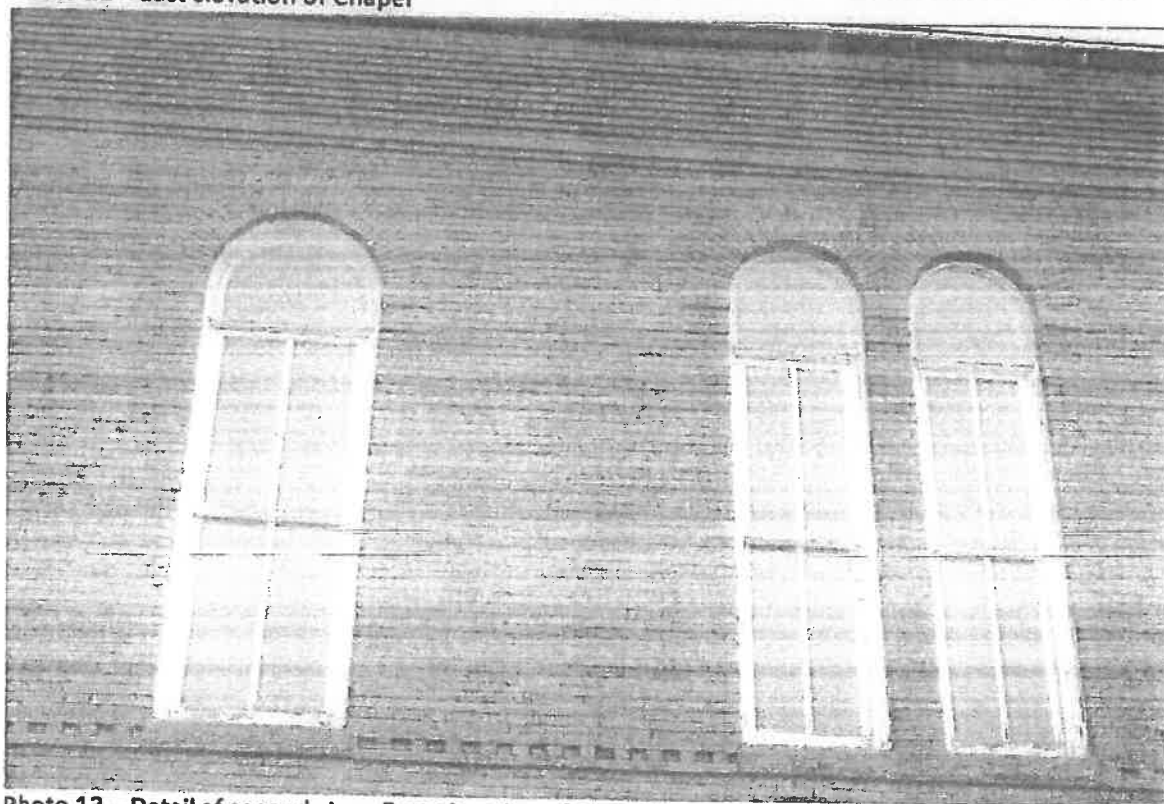


Photo 11 - South elevation of Chapel and ell.



**Photo 12 – East elevation of Chapel**



**Photo 13 – Detail of second story East elevation of Chapel**

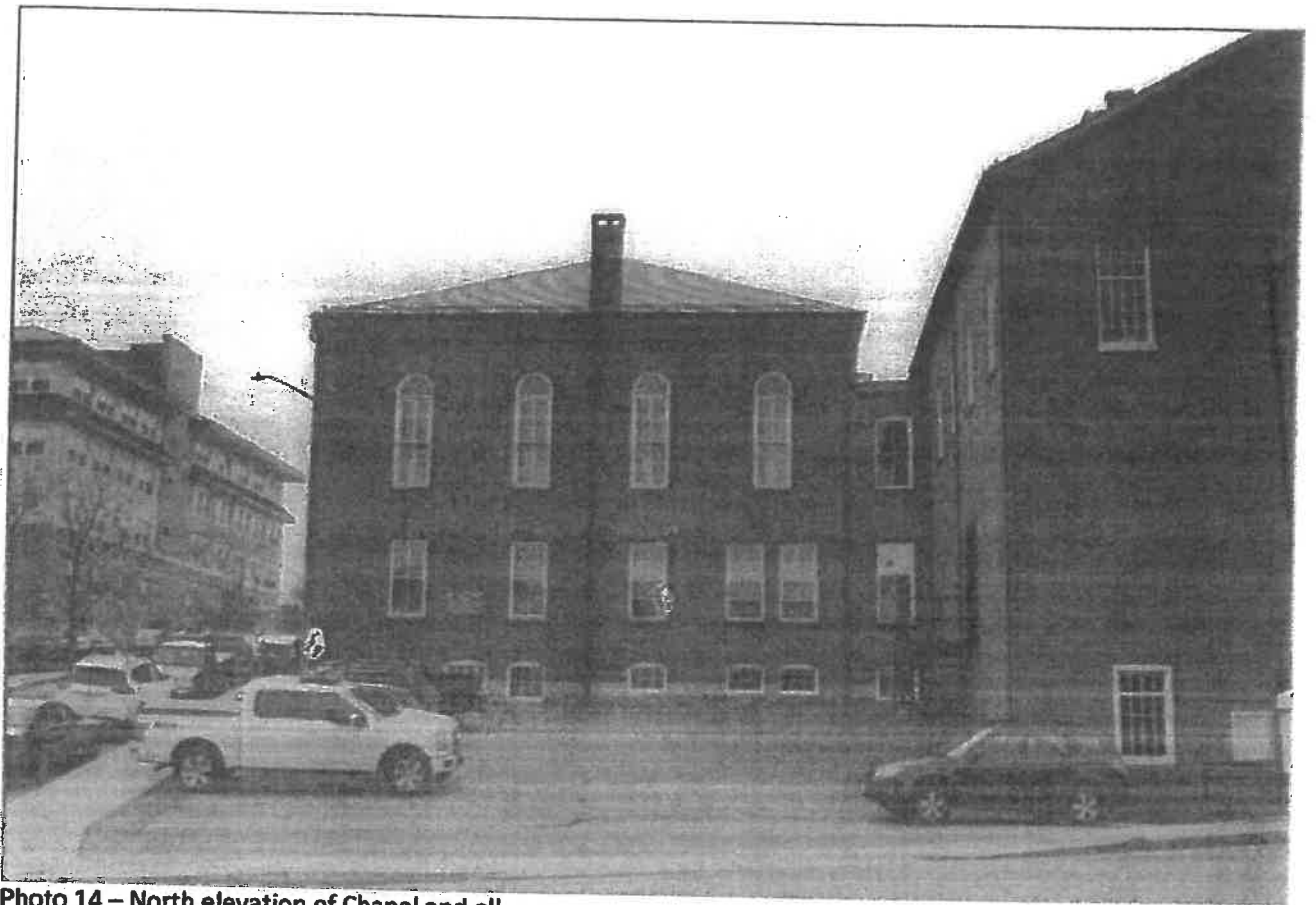


Photo 14 – North elevation of Chapel and ell

# EXHIBIT D

## 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 SALEM HISTORICAL COMMISSION (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 the property owner.

### 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 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 COMMISSION and their impact on the historic integrity of the property assessed.

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

The intent of the preservation restriction is to enable the COMMISSION to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. COMMISSION will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

**ACCEPTANCE AND APPROVAL BY THE CITY OF SALEM**

I, the undersigned City Clerk of the City of Salem, Massachusetts, hereby certify that at a meeting duly held on \_\_\_\_\_, 2019, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

By its Clerk

\_\_\_\_\_  
Ilene Simons  
City Clerk

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

\_\_\_\_\_  
Kimberley Driscoll  
Mayor

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Ilene Simons, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Salem.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Kimberley Driscoll, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Salem.

\_\_\_\_\_  
Notary Public  
My Commission Expires: