

CITY OF NEWTON

IN BOARD OF ALDERMEN

ZONING & PLANNING COMMITTEE AGENDA

MONDAY, JANUARY 12, 2015

7:45 PM
Room 205

ITEMS SCHEDULED FOR DISCUSSION:

Appointment by His Honor the Mayor

- #7-15 JUDITH MALONE NEVILLE, 68 High Street, Newton Upper Falls, appointed as a member of the Newton Upper Falls Historic District Commission for a term to expire January 26, 2018 (60 days - 03/06/15) [12/29/14 @9:14 AM]
- #482-14 HISTORIC NEW ENGLAND requesting acceptance by the City of a preservation restriction on property located at 7 Norman Road, Newton Highlands [12/08/14 @ 12:26PM]
- #80-13 THE PLANNING DEPARTMENT requesting update discussions of the zoning reform project. [02/25/13 @ 12:31 PM]
- #376-14 PLANNING & DEVELOPMENT DEPARTMENT requesting that **Chapter 30 ZONING** be deleted in its entirety and replaced with the Zoning Reform Phase 1 Zoning Ordinance. [10/22/14 @ 7:48PM]
- #352-14 ACCESSORY APARTMENT SUBCOMMITTEE proposing that §§30-8(4)(a) and 30-9(2)(a) re proof of existence for pre-existing accessory apartments in Single Residence and Multi Residence districts be amended to change the date an owner-occupant seeking validation of an existing accessory apartment must prove its existence from December 31, 1979 to December 31, 1999. [09/29/14 @ 11:20AM]
HEARING CLOSED; ZONING & PLANNING APPROVED 5-1-1 (Baker opposed; Sangiolo abstaining) ON 12/8/14
ZONING & PLANNING HELD 7-0 AT FULL BOARD ON 12/15/14

The location of this meeting is handicap accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a special accommodation, please contact John Lojek, at least two days in advance of the meeting: jlojek@newtonma.gov, or 617-796-1064. For Telecommunications Relay Service dial 711.

ITEMS NOT SCHEDULED FOR DISCUSSION:

- #6-15 ALD. BAKER, HESS-MAHAN, ALBRIGHT requesting a discussion by the Zoning and Planning Committee with the Acting Director of Planning and Development of how Phase 2 of Zoning Reform might be undertaken, including the contents of the proposed Village and Master Planning and Zoning Reform Request for Proposals, including the planning process and ordinance revision process the RFP anticipates, as well as the staffing and funding needed to enable both in-house and contracted work under the RFP to be both well done and appropriately supervised. [12-29-14@4:00 PM]
- #448-14 ALD. SANGIOLO requesting a discussion with the Newton Historical Commission regarding their process and policy of reviewing demolition applications. [11/13/14 @ 2:03pm]
- #447-14 ALD. SANGIOLO proposing an ordinance requiring the submission of building plans with applications for full or partial demolitions. [11/13/14 @ 2:03pm]
- #446-14 ALD. SANGIOLO requesting a discussion with the Commission on Disability regarding the status of City compliance with ADA regulations. [11/13/14 @ 2:03pm]
- #445-14 ALD. SANGIOLO requesting an update with members of the Newton Fair Housing Committee on the status of housing opportunities in the City of Newton. [11/13/14 @ 2:03pm]
- #338-14 ALD. HESS-MAHAN, KALIS, SANGIOLO AND DANBERG proposing a Large House Review ordinance requiring design review and approval of by-right single and multi-residence residential structures exceeding certain dimensional limits to be determined, to expire by December 31, 2015. [09/05/14 @ 9:39AM]

REFERRED TO FINANCE AND APPROPRIATE COMMITTEES

- #375-14 HIS HONOR THE MAYOR submitting the FY16-FY20 Capital Improvement Plan pursuant to section 5-3 of the Newton City Charter. [10/15/14 @ 3:01 PM]

REFERRED TO ZONING & PLANNING AND FINANCE COMMITTEES

- #315-14 ALD. HESS-MAHAN, ALBRIGHT, CROSSLEY AND DANBERG proposing an amendment to Chapter 2 of the City of Newton Ordinances setting forth requirements for procurement of materials and services by non-governmental recipients of federal, state or local funds administered by the City, such as CDBG and CPA funds. In order to encourage non-profit and other private organizations to participate in affordable housing, cultural and other public-private collaborations, such procurement requirements should accommodate the needs of non-governmental recipients for flexibility given the multiple public and private

sources of funds necessary for any project by not placing undue or unreasonable burdens on them. [08/04/14 @ 5:08PM]

- #266-14 ALD. BLAZAR, YATES AND DANBERG requesting to amend Section 22-50 to require that in the event there is a transfer of legal or beneficial ownership of a preferably preserved property during the demolition delay period, the full demolition delay period will restart from the date of the transfer of ownership; and further requesting to amend Section 22-50 to require that in the event a transfer of legal or beneficial ownership of a preferably preserved property occurs after the expiration of a demolition delay period but prior to the issuance of a demolition permit, no demolition permit shall issue until the new owner complies with the procedures of Section 22-50(c)(5).
- #265-14 ALD. BLAZAR, YATES AND DANBERG requesting to amend Section 22-50 to increase the time period for determinations of historical significance to 30 days, and to increase the time period for hearings, rulings and written notice on appeals from historical significance determinations to 60 days; to amend Section 22-50 to increase the time period to hold a public hearing as to whether or not a historically significant building or structure is preferably preserved to 60 days; to amend Section 22-50 to increase the demolition delay period for buildings and structures on or eligible for listing in the National Register of Historic Places to 30 months; and to amend Section 22-50 to increase the demolition delay period for all other preferably preserved buildings or structures to 24 months.
- #238-14 ALD. SANGIOLO requesting the Executive Department and Planning Department work with the Board of Aldermen to develop a Housing Production Plan in accordance with 760 CMR 56.03(4) and guidelines adopted by the Department of Housing and Community Development as soon as possible. [06/09/14 @ 11:55AM]
- #212-14 BOARD OF ALDERMEN requesting a discussion with the Executive and Inspectional Services Departments and the Commission on Disability regarding the creation of full-time positions to address the city's need re 1) ADA requirements and 2) zoning enforcement, including State building code, Newton's zoning ordinance, and special permits. [05/23/14 @ 11:03AM]
- #140-14 ALD. CROSSLEY AND HESS-MAHAN requesting to amend **Chapter 30**, City of Newton Zoning Ordinances, to include a "lodging house" ordinance to promulgate rules requiring annual fire, safety and health inspections and licensing of buildings providing single room occupancy and/or congregate living arrangements. [04/04/14 @ 6:29 PM]
- #429-13 ALD. HESS-MAHAN requesting repeal and/or amendment of Zoning Ordinances Section 30-1, Definitions, 30-8(b)(2), Special Permits in Single Family Residential Districts, and 30-10(d)(4), Number of Parking Stalls, concerning

“Congregate Living Facility”, as required by federal and state anti-discrimination and fair housing laws and regulations. [12/06/13 @ 9:51 AM]

#428-13 ALD. HESS-MAHAN requesting periodic updates on complaints of discrimination filed against the City of Newton under Section 504 of the 1973 Rehabilitation Act, the Fair Housing Act, and Title II of the Americans with Disabilities Act, based on the City’s denial of housing and exclusion from participation by people with disabilities in the Newton HOME and CDBG programs filed with the U.S. Department of Housing and Urban Development. [12/06/13 @ 9:51 AM]

#427-13 ALD. HESS-MAHAN requesting discussion and periodic updates of steps the City of Newton is taking to ensure that its implementation of the Consolidated Plan, Annual Action Plan and Citizen Participation Plan and use of CDBG, HOME and ESG funds comply with federal and state fair housing and anti-discrimination laws and regulations, and its duty to affirmatively further fair housing. [12/06/13 @ 9:51 AM]

#426-13 ALD. HESS-MAHAN requesting periodic updates on development of the Consolidated Plan for the City of Newton Housing and Community Development Program and the WestMetro Home Consortium. [12/06/13 @ 9:51 AM]

REFERRED TO ZAP, PROG & SERV AND FINANCE COMMITTEES

#397-13(3) ALD. SANGIOLO AND DANBERG requesting creation of an ordinance to protect trees deemed ~~historie~~ significant by the ~~Historical Commission and the~~ City’s Tree Warden with the advice and counsel of the Urban Tree Commission. [05/05/14 @ 4:32 PM] **AMENDED IN PROGRAMS & SERVICES 11/19/14**

#266-13 ALD. YATES requesting that the Law Department provide the Zoning & Planning and Land Use Committees and other interested members of the Board with legal advice on what parties have standing to challenge zoning ordinances and the relevant court cases involving uniformity. [08/05/13 @ 12:28PM]

#128-13 ALD. ALBRIGHT, FULLER, CROSSLEY, LAREDO requesting the creation a comprehensive, 10-year strategic plan for Newton’s conservation lands which would include a multi-year prioritized list of short-term and long-term projects with appropriate estimated budget. This plan should be finished in time to include high priority item(s) in the FY15 Budget, with any project exceeding \$75,000 added to the Capital Improvement Plan. [03/15/13 @ 10:56 AM]

#308-12 ALD. HESS-MAHAN & ALBRIGHT requesting a discussion with the Mayor’s office and the Planning & Development Department of policies, procedures, and criteria relating to determinations concerning expenditures of Community Development Block Grant (CDBG) funds. [10/09/12 @ 3:59 PM]

- #282-12 ALD. JOHNSON, CROSSLEY, DANBERG, SANGIOLO requesting quarterly reports, starting the last month of the quarter beginning December 2012, Re-implementation of *Ramping Up: Planning for a More Accessible Newton*. [09-09-12]

REFERRED TO ZONING & PLANNING, LAND USE & FINANCE COMMITTEES

- #273-12 ALD. CROSSLEY & HESS-MAHAN requesting a restructuring and increase in fees for permits charged by the Inspectional Services Department and fees charged by the Planning Department and City Clerk to assure that fees are both sufficient to fund related services provided and simple to administer.

REFERRED TO FINANCE AND APPROPRIATE COMMITTEES

- #257-12 RECODIFICATION COMMITTEE recommending (1) review of the Fees, Civil Fines/Non-Criminal Disposition contained in Chapter 17 LICENSING AND PERMITS GENERALLY and Chapter 20 CIVIL FINES/NON-CRIMINAL DISPOSITION CIVIL FINES to ensure they are in accordance with what is being charged and (2) review of the acceptance of G.L. c. 40 §22F, accepted on July 9, 2001, which allows certain municipal boards and officers to fix reasonable fees for the issuance of certain licenses, permits, or certificates.
- #11-12 ALD. HESS-MAHAN & LINSKY requesting discussion on the implementation and enforcement of the provisions of Section 30-5(c)(1) of the Newton Ordinances which requires that “[w]henver the existing contours of the land are altered, the land shall be left in a usable condition, graded in a manner to prevent the erosion of soil and the alteration of the runoff of surface water to or from abutting properties.” [1/11/12 1:01PM]
- #61-10 ALD. CICCONE, SWISTON, LINSKY, CROSSLEY AND HESS-MAHAN requesting a discussion relative to various solutions for bringing existing accessory and other apartments that may not meet the legal provisions and requirements of Chapter 30 into compliance. [02/23/10 @ 2:48 PM]
- #391-09 ALD. DANBERG, MANSFIELD, VANCE AND HESS-MAHAN requesting an amendment to §30-19 to allow payments-in-lieu of providing required off-street parking spaces when parking spaces are waived as part of a special permit application.

ZONING REFORM – PHASE 1

- #220-12 RECODIFICATION COMMITTEE recommending that the table in Sec. 30-8(b)(10)a) be clarified with respect to “lot width,” “lot area,” or “lot frontage.”
- #219-12 RECODIFICATION COMMITTEE recommending that Sec. 30-5(b)(4) as most recently amended by Ordinance Z-45, dated March 16, 2009, be amended to reconcile the apparent discrepancy relative to the definition of “structure.”

- #218-12 RECODIFICATION COMMITTEE recommending that Sec. 30-19(g)(1) be amended to clarify “sideline” distance, which is a reference to an undefined concept.
- #217-12 RECODIFICATION COMMITTEE recommending that Secs. 30-19(d)(1) and 30-19(g)(1) relative to the number of tandem parking stalls allowed in the side setback (two) and the number of tandem parking stalls (one) allowed in the setback for parking facilities containing less than five stalls be amended to make the both sections consistent.
- #216-12 RECODIFICATION COMMITTEE recommending that the definition of “Space, usable open” in Sec. 30-1 be amended by removing the exemption for exterior tennis courts as they are now classified as structures.
- #65-11(3) ZONING AND PLANNING COMMITTEE requesting that the terms “flat roof” and “sloped roof” be defined in the zoning ordinance.
- #154-10(2) ZONING AND PLANNING COMMITTEE requesting to amend **Section 30-1 Definitions** by inserting revised definitions for “lot line” and “structure” for clarity. [04-12-11 @ 11:34AM]
- #154-10 ALD. JOHNSON, CROSSLEY and HESS-MAHAN requesting to amend **Section 30-1 Definitions**, by inserting a new definition of “lot area” and revising the “setback line” definition for clarity. [06/01/10 @ 9:25 PM]

ZONING REFORM – PHASE 2

- #323-14 ALD. YATES, NORTON, COTE AND SANGIOLO proposing to amend Chapter 30 to require that the front doors of single-family homes, two-family homes and other residential structures face the street on which their lots are located. [08/25/14 @ 11:42AM]
- #278-14 ALD. YATES proposing to amend Chapter 30 of the City of Newton Ordinances to restrict the two-unit structures allowed by-right in the multi-residence districts to structures with the two units side-by-side in a single structure, or one above the other as in double-deckers. [07/31/14 @ 12:03PM]
- #139-14 ALD. ALBRIGHT requesting to amend **Chapter 30**, City of Newton Zoning Ordinances, to clarify rules relative to retaining walls. [04/09/14 @ 8:32 AM]

Public Hearing to be assigned:

- #404-13 NATASHA STALLER et al. requesting a revision to the zoning District boundary Lines so as to transfer from Multi-Residence 1 District to a Single Residence 3 District the following properties:
Assessors’ parcels SBL nos. 61-037-0004 through 61-037-0013; 61-042-0007 through 61-042-0023; 65-019-0001; 65-019-0007 through 65-019-0012; 65-019-0014 through 65-019-0022; 65-019-0009A; 65-019-0017B and 65-019-0022A.

Also requesting transfer from a Single Residence 2 District to a Single Residence 3 District SBL no. 65-019-0015A. [11/01/13 @ 12:57 PM]

A MOTION TO AMEND THE PREVIOUSLY APPROVED POSTPONEMENT OF DOCKET ITEM #404-13 TO APRIL 7, 2014 TO SUBSTITUTE RECOMMITTAL OF THE ITEM TO THE ZONING & PLANNING COMMITTEE WAS APPROVED BY VOICE VOTE ON MARCH 17, 2014.

- #267-13 LAND USE COMMITTEE proposing to amend Section 30-21(c) to permit de minimis relief for alternations, enlargements, reconstruction of or extensions to lawfully nonconforming structures in which the nonconformity is due to Floor Area Ratio (FAR) requirements set out in section 30-15(u) Table A, subject to administrative review by the Planning Department.
- #264-13 ALD. YATES requesting that the Zoning Reform Group or its successor consider amending City of Newton Zoning Ordinances Chapter 30 to develop additional residential districts reflecting the small lots in older sections of the City and map changes to bring the zones of more residential sections of the City into conformity with the existing land uses. [08/05/13 @ 12:28PM]
- #222-13 ALD. HESS-MAHAN, ALBRIGHT, BAKER, CROSSLEY, DANBERG, FISCHMAN & JOHNSON proposing to amend the definitions of "Common roof connector", "Common wall connector", and "Dwelling, two-family" in **Chapter 30, Section 30-1** of the City of Newton Zoning Ordinances. [06/07/13 @ 1:31 PM]
- #129-13 ALD. HESS-MAHAN proposing to amend and/or clarify definition and provisions for granting a special permit for "attached dwellings" in the City of Newton Zoning Ordinances, **Chapter 30-1, 30-8(b)(13) and 30-9(b)(5)**. [05/25/13 @ 5:14 PM]
- #81-13 DIRECTOR OF PLANNING & DEVELOPMENT on behalf of the Newton Housing Partnership requesting consideration of naturally affordable compact housing opportunities in MR1 zones. [02/22/13 @ 1:13 PM]
- #65-13 ALD. YATES, FISCHMAN, KALIS requesting that Chapter 30 be amended to require a special permit for major topographic changes. [02/12/13 @ 12:30 PM]
- #64-13 NEWTON HISTORICAL COMMISSION requesting the creation of an administrative permitting process for converting historic barns and carriage houses into accessory apartments to assist in their preservation. [02/05/13 @ 11:35 AM]
- #153-11 ALD. DANBERG, ALBRIGHT, HESS-MAHAN, JOHNSON requesting that Chapter 30 be amended by adding a new Sec. 30-14 creating certain Retail

Overlay Districts around selected village centers in order to encourage vibrant pedestrian-oriented streetscapes which would allow certain uses at street level, including but not limited to financial institutions, professional offices, and salons, by special permit only and require minimum transparency standards for street-level windows for all commercial uses within the proposed overlay districts.
[05- 10-11 @3:19 PM]

#152-10 ALD. BAKER, FULLER, SCHNIPPER, SHAPIRO, FISCHMAN, YATES AND DANBERG recommending discussion of possible amendments to **Section 30-19** of the City of Newton Ordinances to clarify parking requirements applicable to colleges and universities. [06/01/10 @ 4:19 PM]

#164-09(2) ALD. HESS-MAHAN requesting that the Planning Department study the dimensional requirements for lot and building size for accessory apartments and make recommendations for possible amendments to those dimensional requirements to the board of Aldermen that are consistent with the Newton Comprehensive Plan. [01/07/10 @ 12:00 PM]

#142-09(7) ALD. HESS-MAHAN AND JOHNSON proposing a Resolution to request that the Director of Planning and Development and the Commissioner of Inspectional Services reconvene a Floor Area Ratio working group to review and analyze the definition of “*Floor area, gross*” for residential structures as it is used in the definition and calculation of “*Floor area ratio*” in **Section 30-1** with respect to actual usage, and, if necessary, make recommendations for amendments thereto and in the dimensional regulations contained in **Section 30-15(u)** and *Table A* of **Section 30-15(u)**, the purpose of which is to regulate the size, density and intensity of use in the construction or renovation of, or additions to a residential structure, to more accurately reflect and be compatible with neighborhood character, and to ensure that a proposed residential structure is consistent with and not in derogation of the size, scale and design of other existing structures in the neighborhood, and is not inconsistent with the City’s Comprehensive Plan.
[07/03/14 @ 9:10AM]

Respectfully Submitted,

Marcia T. Johnson, Chairman

#7-15



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

DAVID A. OLSON, CMC
Newton, MA 02459

2018 DEC 29 AM 9:14

RECEIVED
Newton City Clerk

December 29, 2014

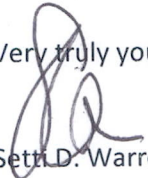
Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Ladies and Gentlemen:

I am pleased to appoint Judith Malone Neville of 68 High Street, Newton as a member of the Newton Upper Falls Historic District Commission. Her three year term of office shall expire January 26, 2018 and her appointment is subject to your confirmation.

Thank you for your attention to this matter.

Very truly yours,


Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

68 High Street
Newton Upper Falls, MA 02464

Education

Ph.D.	English and American Literature Brandeis University	1984
M.A.	English and American Literature Brandeis University	1976
B.A.	Wellesley College	1964

Dissertation *"Interpolated Narratives in Selected Works of Hawthorne, Poe, and Melville"*

Experience

- 2013-present Administrator/Curriculum, Wrentham Public Schools, Wrentham, MA**
- 2012-2013 Director of Curriculum & Instruction (Interim), Wellesley Public Schools, Wellesley, MA**
- 2011-2012 Assistant Superintendent (Interim), Sudbury Public Schools, Sudbury, MA**
- 2010-2011 Interim Principal, Brookline Public Schools, Brookline, MA**
- 2007-2009 Consultant/Interim Principal, Arlington Public Schools, Arlington, MA**
- 2002-2006 Assistant Superintendent of Schools, Newton, MA**
- Supervisor of 21 schools, Newton Summer School, METCO program, Career and Technical Education, Newton Community Education
 - Evaluator of 21 principals and 4 directors
 - Co-chair Curriculum Council, Elementary Progress Report Committee, Joint Oversight Committees, Principal Search Committees, Smaller Learning Communities Grant Committee, Life-Threatening Allergies Committee, Wellness Policy Committee, Elementary Equity Committee
 - Member, World Language Review Committee, Achievement Gap Committee, No Child Left Behind Committee, Newton North Task Force
- 1986-2002 Principal, Charles E. Brown Middle School, Newton, MA**
- Supervisor of daily operations of a school which has fluctuated in enrollment from 500 to 1000 to 760
 - Evaluator and supervisor of over 100 professional staff

- Overseer of two major construction projects
- Facilitator of restructuring from a two-year junior high school to a three-year middle school
- Implementor of state curriculum frameworks
- Teacher of English
- Co-chair of School Council
- Member of system-wide committees
- Co-chair of Newton Principals' Association, 1997-2002

1976-1986 Housemaster, Newton South High School, Newton, MA

- Supervisor of daily operations of a house of 500 students
- Evaluator and supervisor of forty professional staff
- Member of school and system-wide committees

1976 (May-Sept.) Special Assistant, Office of the Secretary of State, Commonwealth of Massachusetts

1976 (Jan-May) Graduate Assistant, Brandeis University, Waltham, MA

1972-1986 Teacher, Newton South High School, Newton, MA

1970-1972 Graduate Assistant, Villanova University, Villanova, PA

Experience continued

1967-1970 Teacher, Attleboro High School, Attleboro, MA

1966-1967 Teacher, Classical High School, Providence, RI

1965-1966 Teacher, Newton South High School, Newton, MA

Grants

"The Examined Life: Ancient Greek Studies in the Public Schools," Project Administrator, funded by grants from the Newton Schools Foundation, AHEPA (American Hellenic Educational Progressive Association Housing Authority), and the National Endowment for the Humanities, 1998-present.

"Assessment," Project Administrator, funded by a grant from the Massachusetts Department of Education, 1990-1992.

References

Dr. Jeffrey Young, Superintendent, Cambridge Public Schools
 Dr. James Marini, Interim Superintendent, Newton Public Schools
 Dr. Irwin Blumer, Graduate School of Education, Boston College
 Dr. Ann O. Koloski-Ostrow, Chair, Classics Department, Brandeis University
 Dr. Carol Daynard, Assistant Superintendent (retired), Newton Public Schools
 Dr. Ray Shurtleff, Consultant

Dr. Kathleen Bodie, Superintendent, Arlington Public Schools
Dr. Bill Lupini, Superintendent, Brookline Public Schools
Dr. Anne Wilson, Superintendent, Sudbury Public Schools
Dr. David Lussier, Superintendent, Wellesley Public Schools
Dr. Chris Martes, Interim Superintendent, Wrentham Public Schools



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December 8, 2014

Lyman Estate
185 Lyman Street
Waltham, MA 02452-5645
tel 781.891.4882
HistoricNewEngland.org

Karyn Dean, Committee Clerk
Zoning and Planning Committee
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, Massachusetts 02459

Re: Peabody-Williams House, 7 Norman Road, Newton, Massachusetts

Dear Ms. Dean:

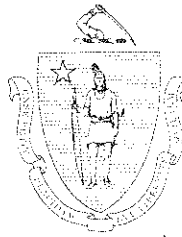
I am writing to request the Board of Aldermen's approval of a preservation restriction agreement on the Peabody-Williams House located at 7 Norman Road that will be granted by Diana Korzenik, the current owner of the property, to Historic New England. Pursuant to Massachusetts General Laws, Chapter 184, Section 32, approvals by both the City of Newton and the Massachusetts Historical Commission are necessary for the agreement to be perpetual. The Massachusetts Historical Commission has reviewed the agreement and is prepared to approve it, and the Newton Historical Commission voted at its November 25, 2014 to recommend to the Board of Aldermen approval of the agreement. Enclosed please find a copy of the proposed preservation restriction agreement along with an approval form for the Board of Aldermen to execute should it vote in favor of approving the agreement. It is my understanding that this matter must first be reviewed by the Zoning and Planning Committee. Please contact me at 617-994-6643 or jcornish@historicnewengland.org if any additional information is needed for the Zoning and Planning Committee's review.

Sincerely,

Joseph Cornish
Supervising Preservation Services Manager

encl.

cc Diana Korzenik, 7 Norman Road, Newton, MA



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

October 28, 2014

Joseph Cornish
Supervising Preservation Services Manager
Historic New England
Lyman Estate
185 Lyman St
Waltham, MA 02452-5645

RE: Preservation Restriction Agreement, 7 Norman Road (aka Peabody-Williams House),
Newton, Massachusetts

Dear Joe:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the draft preservation restriction agreement for the above-referenced property. The following comments are provided under the MHC's approval authority for preservation restrictions under M.G.L. Chapter 184, Section 32.

The Peabody-Williams House at 7 Norman Road, Newton, was listed in the state and national registers of historic places on September 4, 1986, is historically significant for its architecture, associations and/or archaeology, and qualifies for the protections of a perpetual preservation restriction under M.G.L. Chapter 184, sections 31-33. MHC is prepared to approved the preservation restrictions proposed for this property conditional upon incorporation of the following comments:

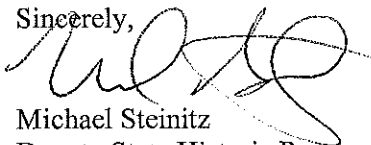
- 1) Paragraph 6.1. Please correct reference in last sentence to: "...pursuant to this Subsection 6.1 shall name..."
- 2) Grantor's signature page. Please note that the notary signature verification identifies the location of Grantor's signing as "County of Plymouth, ss." Please correct if necessary.
- 3) Approval by the City of Newton. Please review and revise. The approval statement identifies the approving legislative body as the "Board of Selectmen", whereas the signatory is the Clerk of the "Board of Alderman." Under M.G.L. Chapter 184, section 32, the signature approval of the Mayor of the City of Newton is also required. This has been omitted.

4) Exhibit B – Please note that a number of the exterior baseline photographs have been taken while deciduous foliage is in place, obscuring views of the building that would be much better depicted with the foliage is down for the season.

Once executed by Grantor and Grantee, and approved by the City of Newton, the complete original copy of the preservation restriction agreement, including the original Grantor and Grantee signature pages, and the original City of Newton approval pages, should be forwarded to the MHC for signature approval. Once approved, MHC will return the agreement to you for recording at the registry of deeds. Once recorded we request that you provide a complete registry facsimile copy, showing date-received and book-and-page stamps, for our files.

Please feel free to contact me with any questions regarding the comments included in this letter.

Sincerely,



Michael Steinitz
Deputy State Historic Preservation Officer
Director, Preservation Planning Division
Massachusetts Historical Commission

Xc: Newton Historical Commission



Setti D. Warren
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Candace Havens
Director

**MINUTES OF PUBLIC MEETING AND PUBLIC HEARINGS
NEWTON HISTORICAL COMMISSION**

DATE: November 25, 2014

PLACE/TIME: City Hall, Room 202
7:00 p.m.

ATTENDING: David Morton, Chairman Mark Armstrong, Member
Peter Dimond, Member Jeff Templar, Member
Nancy Grissom, Member Laura Fitzmaurice, Member
Ellen Klapper, Alternate See Attendance List
Katy Hax Holmes, Staff

ABSENT: Len Sherman, Alternate
Jean Fulkerson, Member

The meeting was called to order at 7:00 p.m. with David Morton presiding as Chairman. Voting permanent members were Morton, Grissom, Armstrong, Dimond, Fitzmaurice, and Templar. Klapper was assigned to vote. Katy Hax Holmes acted as recording secretary and the meeting was digitally recorded on an H2 device.

1058 Beacon Street – Landmark Study Request

Request to remove portion of front, side and rear of house, demolish garage

Lawrence Lee, representing the owner of this property, Ward Shifman, spoke on his behalf. Mr. Shifman was not present. Mr. Lee stated the owner’s objection to the study report and ultimately the potential landmarking of the property. He also told the assembled that at this time Mr. Shifman had no development plans for this parcel. Several abutters attended in support of the NHC approving the study report for potentially landmarking this property. They were: Mary McCully, 46 Pine Crest Road; 30 Pine Crest Road; 940 Walnut Street; 52 Pine Crest Road; 12 Pine Crest Road; 1062 Beacon Street; 36 Pine Crest Road; 58 Pine Crest Road; 923 Walnut Street; 45 Pine Crest Road, and 57 Pine Crest Road. The NHC Chairman asked for a hands-vote to see how many in the audience supported approval of the study report on this property. Twenty-four hands were raised in support. Alderman Danberg also spoke in support of the study report.

Staff reported that this property consists of a circa 1868 worker cottage believed to have been moved back from Beacon Street to its current location in the 1890s, as well as a circa 1890 barn. The property was owned by William Connell, an Irish laborer who resided here through the early 20th-century. The immediate vicinity consisted of the Whole Foods as

well as 19th-century residences along Beacon Street with some early 20th-century buildings on Pine Crest Road. Of the two buildings, the residence has had more substantial alterations including vinyl siding, replacement windows, and a new porch. The residence does however retain two pedimented dormers, which suggest Greek-Revival style. The barn to the rear of the property has replacement windows, but is largely intact.

Fitzmaurice made a motion to support the preparation of a study report and start the process to qualify the property at 1058 Beacon Street as individually eligible for listing on the National Register of Historic Places and thus a candidate for designation as a local landmark by the NHC. Dimond seconded the motion.

At a scheduled meeting and public hearing on November 25, 2014 the Newton Historical Commission, by vote of 7-0:

RESOLVED to support the preparation of a study report and start the process to qualify the property at 1058 Beacon Street as individually eligible for listing on the National Register of Historic Places and thus a candidate for designation as a local landmark by the NHC.

Voting in the Affirmative: _____ Voting in the Negative _____ Abstained _____

- Dave Morton, Chairman**
- Nancy Grissom, Member**
- Jeff Templer, Member**
- Mark Armstrong, Member**
- Peter Dimond, Member**
- Laura Fitzmaurice, Member**
- Ellen Klapper, Alternate**

7 Norman Road – Preservation Restriction

Joe Cornish, an attorney for Historic New England, said he worked with the owner, Diana Korsnick, to develop a preservation restriction that would run with the property in perpetuity for saving architectural features on both the interior and exterior of the house, as identified by the current owner. Mr. Cornish said this was the first Shingle Style house to be accepted by the non-profit. Ms. Korsnick presented her reasons for saving the house. Abutters at 36 Pine Crest and 58 Pine Crest stated their support for approving the preservation restriction on this property.

Staff reported that the owner of this property had been working with Brian Lever to preserve both the interior and exterior of her home for at least a year. In order to donate an historic easement and restriction on the historic materials and appearance of her house, the owner drew up a legal agreement which must be approved by the Newton Historical Commission. The house is known as

RESOLVED to recommend to the Board of Alderman that a preservation restriction be granted on this house. the Peabody-Williams House, built in 1891 and designed by J. Williams Beal. Interior architectural detailing of the house was designed by Andrew Lees, and his daughter lived in the house from the early 1900s to the 1950s. The house was individually listed on the National Register of Historic Places in 1986. Interior and exterior architectural details and extensively documented in this easement proposal. Staff recommended that the NHC approve a preservation restriction on this property.

Grissom made a motion to recommend to the Board of Alderman that a preservation restriction be granted on this house. Templer seconded the motion.

At a scheduled meeting and public hearing on November 25, 2014 the Newton Historical Commission, by vote of 7-0:

Voting in the Affirmative: _____ Voting in the Negative _____ Abstained _____

- Dave Morton, Chairman**
- Nancy Grissom, Member**
- Jeff Templer, Member**

Mark Armstrong, Member
Peter Dimond, Member
Laura Fitzmaurice, Member
Ellen Klapper, Alternate

74 Ruane Road

Ron Gold, of Gold Associates in Boston, presented his plan to demolish the house because it had no desirable architectural integrity. He said he wants to build a house of the same length and add another half story or so. Two abutters in the audience asked about a tree and the possible replacement structure.

Staff reported that a 1953 building permit for this house was filed with the Inspectional Services Department by Ely Lehman, owner. By 1961, Robert Boyer and family (CPA) owned the house. In 1974, still owned by Robert Boyer, this Ranch Style house had an addition constructed on the master bedroom and extra closet space. The Boyers still owned the house in 1985. This Ranch Style house, though with a rear addition, was built at the same time as other homes on the street and retains neighborhood massing, scale, orientation, and horizontality. There has been some tear-down activity in the neighborhood, though not as much here as in others in the vicinity. Staff recommended this house preferably preserved for historic context.

Armstrong made a motion to find the house at 74 Ruane Road preferably preserved for historic context. Grissom seconded the motion.

At a scheduled meeting and public hearing on November 25, 2014 the Newton Historical Commission, by vote of 5-2:

RESOLVED to find the house at 74 Ruane Road preferably preserved for historic context. .

Voting in the Affirmative: _____ Voting in the Negative _____ Abstained _____

Dave Morton, Chairman
Nancy Grissom, Member

Jeff Templar, Member

Mark Armstrong, Member
Peter Dimond, Member
Laura Fitzmaurice, Member

Ellen Klapper, Alternate

962 Walnut Street

No owner was present for this property. This house was proposed for full demolition. An abutter at 30 Pine Crest Road spoke in favor of keeping houses such as this, which were now so rare. Ariella Stober at 58 Pine Crest Road spoke in favor of saving the house. Isabel Albeck of 240 Windsor also spoke in favor of keeping the house. So did 24 Pine Crest and 12 Pine Crest Road, 941 Walnut Street, and 39 Pine Crest Road.

Staff reported that the house was built c.1885, and that this worker cottage located with others on Walnut Street was built in the Italianate Style. Though Shingle Style and later 19th and early 20th century additions have been constructed, the house has a central chimney which had led some to believe the house was built even earlier. This intersection of Walnut and Beacon was dotted with worker housing owned predominantly by Irish immigrants in the late 19th century. On land originally owned by William Connell, who resided at 1058 Beacon Street presented earlier, this house was owned c.1885 by John Kelly, a laborer. He first appears in the 1885 directory as living in a house on ‘Beacon near Walnut.’ The 1886 atlas, however, shows no house at this location but one likely appears not long after the map was produced. The house does appear under Kelly’s ownership on the 1895 map. This three-bay by one-bay house with a central pavilion shows evidence of historic adaptations to a worker cottage over time and as such staff recommended the house preferably preserved for architectural integrity and for context with the remaining Irish worker cottages found on Walnut and Beacon Streets.

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**Peabody-Williams House
7 Norman Road
Newton, Massachusetts**

The undersigned Mayor and Board of Aldermen of the City of Newton, Massachusetts hereby certify that the foregoing Preservation Restrictions on the Peabody-Williams House, so called, located at 7 Norman Road, Newton, Massachusetts and owned by the Diana Korzenik, Trustee of the 7 Norman Road Realty Trust have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Newton assumes no responsibility, nor accepts any liability for enforcement.

Setti D. Warren, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared Setti D. Warren, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Newton.

Notary Public

My commission expires:

David J. Olson, Clerk of the Board of Aldermen

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared David J. Olson, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Clerk of the Board of Aldermen for the City of Newton.

Notary Public

My commission expires:

PRESERVATION RESTRICTION AGREEMENT

**SOCIETY FOR
THE PRESERVATION OF NEW ENGLAND ANTIQUITIES**

The Parties to this Preservation Restriction Agreement (this "Agreement") are the **SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES, D.B.A. HISTORIC NEW ENGLAND**, a Massachusetts charitable corporation having an address at Harrison Gray Otis House, 141 Cambridge Street, Boston, Massachusetts 02114-2702, (hereafter "Grantee") and **DIANA KORZENIK, TRUSTEE of the 7 NORMAN ROAD REALTY TRUST** u/d/t dated August 16, 2000 having an address at 7 Norman Road, Newton, Middlesex County, Massachusetts 02461-1215 recorded with Middlesex South Registry of Deeds (the "Registry") Book 31730, Page 96 (herein together with their heirs, successors, administrators and assigns called "Grantor").

RECITALS

Grantor is the owner in fee simple of certain property known as the Peabody-Williams House located at 7 Norman Road, Newton, Massachusetts, consisting of approximately 12,900 square feet of land, being more particularly described in Exhibit A attached hereto, and in that certain deed (the "Deed"), recorded with the Registry in Book 39949, Page 556, together with all improvements thereon (the "Premises"). The Premises are also shown in the photographs and diagrams attached as Exhibits B, C and D hereto. The buildings protected by this Agreement consists of the Peabody Williams House (the "Peabody-Williams House ") and Garage (the "Garage") as labeled and more particularly shown in Exhibits B, C and D.

Grantee is a charitable corporation created in 1910 and exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code. By its Articles of Organization and By-Laws, Grantee is authorized to create, impose, accept and enforce preservation restrictions to protect sites and structures historically significant for their architecture, archaeology or other associations.

The Peabody-Williams House is historically significant and worthy of preservation. Designed

by Boston architect J. Williams Beal (1855-1919) and constructed in 1891, the building retains its original character and is an important example of Shingle style architecture, materials and workmanship in the Commonwealth of Massachusetts. At the interior of the house, wood carvings and built-in cabinetry are the work of Andrew Lees (1844-1937), whose daughter, Mabel Lees Williams, occupied the house from the early 1900s until her death in the 1950s. In recognition of these qualities, the Peabody-Williams House was individually listed on the National Register of Historic Places in 1986.

The Peabody-Williams House is comprised of a three-story south-facing main block (the "Main Block") as labeled and more particularly shown in Exhibits B, C and D. Also currently located on the Premises is a one-story, wood-framed Colonial Revival style Garage that dates to the early-twentieth century. The open space of the Premises consists primarily of open lawn and gardens and provides a natural setting that complements the historic structure on the Premises, thereby endowing the Peabody-Williams House with scenic, natural and aesthetic value and significance.

Massachusetts General Laws, Chapter 184, Sections 31-33, authorizes the creation and enforcement of preservation restrictions appropriate to the preservation of a site or structure for its historical significance and for its natural, scenic and open condition.

Grantor and Grantee recognize the historic, architectural, cultural, scenic and aesthetic value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Premises. To that end, Grantor desires to grant to Grantee, and Grantee desires to accept, the Preservation Restrictions set forth in this Agreement, pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, release and convey to Grantee, its successors and assigns this Preservation Restriction Agreement in perpetuity, in and to the Premises, as follows.

1. **RECITALS, DEFINITIONS AND EXHIBITS.**

1.1 **Recitals.** The parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Agreement.

1.2 **Definitions.**

1.2.1 **"Addition."** "Addition" shall mean and include all construction attached to the Peabody-Williams House or Garage in any way, and any subsequent construction that attaches to any such addition, including, without limitation, a deck, porch, ramp, stair or landing.

1.2.2 **"Structure."** "Structure" shall mean any combination of materials assembled at a fixed location to give support or shelter, including, without limitation, a building, deck, ramp, arbor, trellis, sign, paving, fencing, walls, game courts, swimming pools and poles (utility and otherwise).

1.2.3 **"Facade(s) and Elevation(s)."** "Facade(s) and elevation(s)" shall include, without limitation, all exterior doors, door frames, windows, window sash, window frames, transoms; sidelights, shutters, hardware, wall sheathing, clapboards, siding boards, sidewall shingles, porches, porticos, panels, cornices, moldings and other decorative elements and all other elements, whether decorative or structural, which support any of the foregoing. For convenience of reference, the front elevation of the Peabody-Williams House, facing Norman Road, shall be called the south facade, the rear elevation of the Peabody-Williams House shall be called the north elevation, and the other elevations of the Peabody-Williams House shall be called the east and west elevations, based upon such elevation's orientation relative to the south facade.

1.2.4 **"Protected Features."** "Protected Features" shall mean those historical, architectural and landscape features protected pursuant to Sections 2, and 3 of this Agreement.

1.3 Exhibits.

1.3.1 **Plans.** Plans entitled "Floor Plan" and "Site Plan" are attached as Exhibit C and D respectively and incorporated herein by this reference.

1.3.2 **Documentary Photographs.** In order to establish with more certainty the condition of the building and the character of the Protected Features as of the date hereof, attached hereto as Exhibit B and incorporated herein by this reference are copies of thirteen (13) exterior photographs taken by J. David Bohl on May 19 to 22, 2014, and sixty-nine (69) interior photographs taken by J. David Bohl on May 19 to 22, 2014, together with an affidavit specifying certain technical and locational information with respect to such photographs. It is stipulated between Grantor and Grantee that such copies accurately represent the external and internal condition of the Peabody-Williams House and the Premises and the character of the Protected Features on the date hereof and as of the date this Agreement is first recorded with the Registry.

2. **EXTERIOR RESTRICTIONS.** Grantor agrees that, without the prior written approval of Grantee, no activity shall be undertaken which Grantee determines will alter or adversely affect the appearance, materials, workmanship or structural stability of the following exterior portions of the Peabody-Williams House, Garage, or following site

features as they exist as of the date of this Agreement, documented in the photographs attached hereto as part of Exhibit B:

Peabody Williams House and Garage:

- 2.1 all facades and elevations (Exhibit B 54372-A to 54384-A);
- 2.2 the massing, profile and materials of the roofs; the addition of dormers and skylights being expressly forbidden (Exhibit B 54372-A to 54384-A);
- 2.3 all foundations (Exhibit B 54372-A to 54384-A);

Peabody-Williams House:

- 2.4 the chimneys in their entirety (Exhibit B 54372-A to 54379-A);

Site:

- 2.5 the stones at the fern garden located south of the Peabody-Williams House's south façade (Exhibit B 54372-A and 54379-A); and
- 2.6 the granite steps leading to the street south of the Peabody-Williams House (Exhibit B 54373-A).

3. **INTERIOR RESTRICTIONS.** Grantor agrees that, without the prior written approval of Grantee, no activity shall be undertaken which Grantee determines will alter or adversely affect the appearance, materials, workmanship or structural stability of the following interior portions of the Peabody-Williams House or garage as they exist as of the date of this Agreement, documented in the photographs attached hereto as part of Exhibit B:

Peabody-Williams House:

- 3.1 all structural members and framing, including but not limited to, interior beams, posts, girts, plates, studs, wind-braces, sheathing boards, rafters, purlins, masonry walls and masonry piers (Exhibit B 54385-A to 54453-A);
- 3.2 the space configuration and door locations of all rooms, closets, halls and stairhalls of the first, second, and third stories, excepting the first story west kitchen, first story northwest bath, second story northeast bath, second story south chamber's closet, second story southeast chamber's southwest closet, second story southwest room and closet, and the second story northeast chamber (Exhibit B 54385-A to 54403-A; 54405-A to 54412-A; 54414-A to 54419-A; 54412-A to 5448-A);

- 3.3 all wood floors of all rooms, closets, halls and stairhalls at all stories, with the exception of the cellar, first story west kitchen, first story northwest bath, second story northeast bath, second story south chamber's closet, second story southeast chamber's southwest closet, and second story southwest room and closet (Exhibit B 54385-A to 54403-A; 54405-A to 54412-A; 54414-A to 54419-A; 54421-A to 54448-A);
- 3.4 all plaster walls and ceilings of all rooms, closets, halls and stairhalls at all stories, excepting the cellar, first story west kitchen, first story northwest bath, second story northeast bath, second story south chamber's closet, second story southeast chamber's southwest closet, and second story southwest room and closet (Exhibit B 54385-A to 54403-A; 54405-A to 54412-A; 54414-A to 54419-A; 54421-A to 54441-A; 54444-A to 5448-A);
- 3.5 all woodwork of all rooms, closets, halls and stairhalls at all stories, including but not limited to cornices, mantelpieces, paneling, wainscoting, baseboards, door stops, stairs, railings, balusters, newels, doors, door casings, windows, window sash, window casing and other decorative elements and any paint thereon, excepting at the cellar, first story west kitchen, first story northwest bath, second story northeast bath, second story south chamber's closet, second story southeast chamber's southwest closet, and second story southwest room and closet (Exhibit B 54385-A to 54403-A; 54405-A to 54412-A; 54414-A to 54419-A; 54421-A to 54448-A);
- 3.6 all door and window hardware at all rooms, closets, halls and stairhalls at all stories, excepting at the cellar, first story west kitchen, first story northwest bath, second story northeast bath, second story south chamber's closet, second story southeast chamber's southwest closet, and second story southwest room and closet (Exhibit B 54385-A to 54403-A; 54405-A to 54412-A; 54414-A to 54419-A; 54421-A to 54448-A);
- 3.7 all fireplaces and hearths in their entirety, cast iron firebox inserts, tiles, and any attached iron or brass hardware, whether decorative or functional (Exhibit B 54387-A; 54388-A; 54391-A; 54396-A; 54399-A; 54400-A; 54412-A; 54418-A; 54423-A; 54428-A; 54433-A);
- 3.8 all stained and leaded glass windows (Exhibit B 54385-A; 54387-A to 54389-A; 54398-A; 54399-A; 54415-A; 54428-A; 54430-A; 54433-A; 54434-A);
- 3.9 the mirrors at the northeast and southeast parlors, south dining room, second story southwest chamber; and the second story southeast chamber (Exhibit B 54391-A; 54395-A; 54396-A; 54399-A; 54400-A; 54412-A; 54417-A; 54418-A;);
- 3.10 the brass curtain rods at the northeast and southeast parlors (Exhibit B 54391-A; 54392-A; 54394-A; 54395-A; 54396-A);

- 3.11 the ceiling light fixtures at the northeast and southeast parlors (Exhibit B 54390-A to 54395-A);
 - 3.12 the built-in shelves and benches at the south entry stair hall, northeast parlor, and southwest dining room (Exhibit B 54387-A to 54389-A; 54393-A to 54395-A; 54399-A; 54400-A);
 - 3.13 the built-in shelves and cabinets at the northeast corner of the west kitchen, the second story west bath's closet, and the second story southeast chamber's southwest closet (Exhibit B 54404-A; 54420-A; 54427-A);
 - 3.14 the sink at the second story west bath (Exhibit B 54427-A); and
 - 3.15 the shelving and sink at the dark room at the third story south chamber (Exhibit B 54436-A; 54437-A).
4. **REVERSIBLE ALTERATIONS.** Grantee shall approve the activities identified below, except as noted below, provided that Grantee first determines that the proposed activity will not alter or adversely affect any Protected Features:
- 4.1 installation of three-tab black or charcoal asphalt shingle or wood shingle roof coverings on the roofs;
 - 4.2 installation of screens, storm windows, storm doors or window-mounted air-conditioning units;
 - 4.3 installation of insulation at the attic floor or in the cellar, provided that no insulation shall be introduced in any way into any vertical wall cavities;
 - 4.4 electrical re-wiring, provided that no electrical fixtures are in any manner imbedded in or attached to protected woodwork and structural members and other framing are not cut or otherwise altered without the prior approval of Grantee;
 - 4.5 replacement of existing plumbing lines and plumbing fixtures;
 - 4.6 interior and exterior painting or paint removal, provided that the material(s) and method(s) to be used to remove paint shall not damage the underlying substrate;
 - 4.7 replacement of broken clear window glass;
 - 4.8 interior wall papering;

- 4.9 removal of the following protected features provided they are labeled and stored on site: the ceiling light fixtures at the northeast and southeast parlors, the sink at the second story west bath; the built-in shelving and cabinets at the northeast corner of the west kitchen; the built-in cabinets at the second story west bath's closet; the built-in cabinets at the second story southeast chamber's southwest closet, and the shelving and sink at the dark room at the third story south chamber; and
- 4.10 installation of full baths at the area of the existing west kitchen and first story west bath, at the area of the second story southeast chamber's west closet and second story south chamber's closet, at the area of the second story southwest room and closet, and at the dark room at the third story south chamber.

5. **USE, MAINTENANCE AND OTHER ACTIVITIES.**

- 5.1 **Additions.** No additions to the Peabody-Williams House or Garage shall be erected hereafter without prior written approval of Grantee.
- 5.2 **Additional Structures.** No structure not on the Premises as of the date of this Agreement shall be erected or placed on the Premises hereafter without prior written approval of Grantee.
- 5.3 **Communication and Energy Source Structures.** Notwithstanding any provision in this Agreement to the contrary, freestanding or attached towers, exterior antennas, wind turbines, solar panels, or similar communications or energy-producing structures shall not be installed or affixed on the Premises without the prior written approval of Grantee; and installing or affixing towers and wind turbines to the Peabody-Williams House and Garage are absolutely prohibited.
- 5.4 **Topographical Changes and Landscaping.** In order to protect the historic setting and Protected Features of the Peabody-Williams House, no alterations may be made to the topography of the Premises that either raise or lower grade levels by more than one (1) foot. No soil, loam, rock or mineral resource or natural deposit shall be excavated, dredged or removed from the Premises, no soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever shall be placed, filled, stored or dumped thereon, and no trees, hedges, shrubs, or other vegetation greater than twenty-five feet in height, shall be removed from the Premises or otherwise destroyed, provided that this Subsection shall not be deemed to prohibit improvements and activities approved under Subsection 5.1 or 5.2, if any, or permitted under Subsection 5.6. The provisions of this Subsection 5.4 shall not be deemed to restrict activities necessary and desirable (i) to preserve or protect the Premises, (ii) to maintain existing trees, lawn, garden or utilities associated with the Premises, (iii) for the planting of trees, shrubs, flowers, herbs or grasses, (iv) for the creation of a parking area for as many as three (3) cars north of the Peabody-Williams House

with Grantee's prior written approval of location, dimensions and materials, or (v) related to an approved Archaeology Plan or restoration after archeological activity as provided for in Subsection 6.11.

- 5.5 Demolition.** Grantor shall not permit or allow to occur, either through positive action or neglect, demolition of the Peabody-Williams House. Notwithstanding Section 2 above, the Garage may be removed at any time.
- 5.6 Relocation.** No portion of the Peabody-Williams House or Garage shall be moved from its present location unless such moving is required by a taking through eminent domain.
- 5.7 Signs.** No signs, billboards or other advertising displays shall be placed on, painted onto or affixed to the Peabody-Williams House, Garage or the Premises except that, subject to Grantee's prior written approval, Grantor may erect an approved sign or marker which identifies the historical significance and associations of the Premises. This paragraph shall not prevent Grantor from placing temporary, free-standing signs on the lawn provided such signs are in accordance with local law.
- 5.8 Use.** Grantor shall not permit any use to be carried on, in or around the Premises that is unlawful, constitutes a nuisance, or which is determined by Grantee to be inconsistent with the intent of this Agreement or to adversely affect the historic significance of the Peabody-Williams House and surrounding landscape. Without limiting the generality of the foregoing, the Premises may be used for a single-family residence, which may include a portion of the Premises for a home professional office for a member of the family in residence, provided that such use is permitted by local zoning ordinances, but regardless of whether allowed by zoning, the property shall not be used as a restaurant, motor vehicle sales or service station, or a gasoline sales or service station. With respect to matters not covered by this Agreement, Grantor shall have the right to operate and use the Premises in such manner as it determines, provided that such operation and use is not inconsistent with the intent of this Agreement.
- 5.9 Maintenance.**
- 5.9.1 General.** Grantor covenants at all times to maintain the Peabody-Williams House, Garage and the Premises in good and sound state of repair in order to prevent the deterioration or destruction through alteration or neglect of Protected Features.
- 5.9.2 Cost of Maintenance.** Grantor shall assume the total cost of continued maintenance, repairs and administration of the Premises in order to preserve the protected architectural and historic features, materials, appearance and workmanship of the Peabody-Williams House and

Garage. Grantor covenants that it shall indemnify and hold Grantee harmless from and against any such costs. The foregoing shall not prohibit the Grantor from seeking financial assistance for the foregoing purposes from any sources available to it.

- 5.10 Compliance with Law.** Nothing contained herein shall be interpreted to authorize or permit the Grantor to violate any law, ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any law, ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee in writing of such conflict and shall cooperate with Grantee and local authorities to accommodate the purposes of both this Agreement and such law, ordinance or regulation. No construction and no other alteration or change of use or occupancy which would create such conflict, or cause such conflicting law, ordinance or regulation to be applicable to the Peabody-Williams House or any protected element thereof, shall be undertaken without the prior written approval of Grantee.
- 5.11 Archaeology.** The conduct of archaeological activities, including without limitation archaeological surveys, excavation for the purpose of archaeology and artifact retrieval may occur only in accordance with an archaeological field investigation plan (the "Archaeology Plan") prepared by or on behalf of the Grantor and approved in advance of such activity in writing by the State Archaeologist of the Massachusetts Historical Commission (or, if Massachusetts General Laws ceases to require approval by the Massachusetts Historical Commission for the perpetual enforceability of historic preservation restrictions, then by the official recognized by Grantee from time to time as having responsibilities for preservation of archaeological resources in the Commonwealth of Massachusetts). Plans for restoration of the site of archaeological activity shall be submitted to Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by Grantee.

6. INSURANCE.

- 6.1 Property.** Grantor, at its expense, shall carry and maintain at all times property damage insurance on the Peabody-Williams House with full replacement cost coverage against loss from all perils commonly covered under the broadest standard homeowner's policy form in use from time to time, including without limitation fire, lightning, wind storm, hail, explosion, damage by vehicles, smoke, vandalism, malicious mischief, weight of ice, snow, or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from artificial electrical current explosion. Every policy required pursuant to this Subsection 6.1 shall name Grantee as an additional insured.
- 6.2 Liability.** Grantor, at its expense, shall carry and maintain at all times general liability insurance with coverage against claims for personal injury, death, and

property damage, identifying the Peabody-Williams House as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. Every policy required pursuant to this Subsection 6.2 shall name Grantee as an additional insured.

[Notwithstanding anything in this Agreement to the contrary, in the event members of the public, as distinct from specific invitees, are allowed access to the Premises, the following provisions shall apply in lieu of the foregoing provision of this section 6.2:

Liability. Grantor, at its expense, shall carry and maintain at all times commercial general liability coverage identifying the Peabody-Williams House as covered premises, and with a general aggregate limit of not less than one million dollars (\$1,000,000) per person per year, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. In the event that the use of the Peabody-Williams House changes such that it is no longer open to the public, Grantor, at its expense, shall subsequently carry and maintain at all times general liability insurance, with coverage against claims for personal injury, death, and property damage, identifying the Peabody-Williams House as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. Every policy required pursuant to this Subsection 6.2 shall name Grantee as an additional insured.]

6.3 Other Requirements. Every policy required pursuant to this Section 6 shall be issued by an insurance company rated "A" or better by A.M. Best Company or equivalent rating by a comparable rating service, and shall provide for the sending of any and all notices of cancellation by the insurer to Grantee at least twenty (20) days prior to any cancellation taking effect. Grantor shall promptly provide copies of all insurance policies required by this Section and all supplements or endorsements thereto to Grantee.

6.4 Changes in Practice. Grantee reserves the right to change the coverage requirements provided under this Section 6 from time to time to reflect changes in the best practices for property and liability coverages for historic houses in New England provided Grantee first gives Grantor ninety (90) days advance notice of any such change.

7. CASUALTY DAMAGE.

7.1 Notice. In the event that the Peabody-Williams House, Garage or any portion thereof is damaged or destroyed, Grantor shall notify Grantee in writing within seven (7) days of the damage or destruction, and such notification shall identify what, if any, emergency protective work has already been completed.

- 7.2 **Restoration.** Except as set forth in this Section, in the event of any casualty damage (as hereinafter defined), (a) Grantor shall submit to Grantee a proposal in accordance with Section 12 of this Agreement for Grantee's approval to restore the Peabody-Williams House using similar materials, workmanship and design and in a manner which shall protect those Protected Features which have not been totally destroyed, and (b) Grantor shall then restore the Peabody-Williams House in accordance with such proposal as Grantee has approved.
- 7.3 **Substantial Casualty.** Notwithstanding any other provision of this Agreement to the contrary, in the event of substantial casualty damage to the Peabody-Williams House or Garage, Grantor may request the approval of Grantee not to restore the Peabody-Williams House or Garage pursuant to this Agreement. If Grantee determines that the extent or nature of such casualty damage would prevent restoration in a manner which would protect the remaining Protected Features, then Grantee may grant such approval and Grantor may elect not to restore the Peabody-Williams House or Garage pursuant to this Agreement. In the event of such approval not to restore, before any remaining portion of the Peabody-Williams House or Garage are relocated or otherwise altered, Grantor shall allow Grantee to enter onto and into the Premises for the purpose of choosing and removing for posterity any such Protected Features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage, and thereupon all casualty insurance proceeds shall be released as directed by Grantor.
- 7.4 **Damage Defined.** For the purposes of this Agreement casualty damage shall be defined as such sudden damage or loss which would qualify for a loss deduction pursuant to Section 165(c)(3) of the Internal Revenue Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitations).
8. **CONDEMNATION.** If the Premises, or any substantial portion thereof, shall be made the subject of a procedure threatening a taking through eminent domain, or if Grantor shall receive notice from a governmental authority of the intent to institute such proceeding, Grantee shall immediately be given notice thereof by Grantor. Grantee shall have the right to enter its name as an additional party in eminent domain proceedings, pursuant to Massachusetts General Laws, Chapter 79, Section 5A, but shall not have the right to any monetary award which would diminish the award to be made to Grantor resulting from such taking. In the event of such taking, Grantee shall have the right to enter onto and into the Premises (or portion thereof subject to such taking) for the purpose of choosing and removing for posterity any Protected Features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage, prior to the effective date of such taking.

9. **TAXES.** Grantor shall pay on or before the due date all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges which may become a lien on the Premises.
10. **INDEMNIFICATION.** Grantor shall indemnify, defend with counsel acceptable to Grantee, and hold Grantee harmless from and against any claims, liability, costs, attorneys' fees, judgments or expenses to Grantee or any officer, employee, agent or independent contractor of Grantee resulting from actions or claims of any nature by third parties arising in connection with or out of this Agreement, including without limitation claims related to the presence of oil or hazardous substances.
11. **INSPECTION.** Grantee may inspect the Premises at least annually to ensure that the Grantor is in compliance with the preservation restrictions hereby imposed. In addition, Grantee may inspect the Premises more frequently during periods of repair, renovation or reconstruction as Grantee deems appropriate for the nature of the work being conducted. Grantor agrees to grant Grantee free access to all areas of the Premises. Such inspections shall be made at reasonable hours and only after prior notice to the Grantor. This right of inspection shall be assignable by Grantee to any governmental body or qualified non-profit entity whose purposes include preservation of structures or sites of historic or aesthetic significance. The failure of Grantee to exercise this right of inspection for any period of time, however, shall under no circumstances be construed as a waiver of such right.
12. **WRITTEN APPROVAL.**
 - 12.1 **Approval.** Whenever Grantor desires to undertake any activity which, by the terms of this Agreement, is not to be undertaken without Grantee's approval, Grantor shall first deliver to Grantee a written request for approval, describing the specific activity proposed (including, but not limited to, the nature, scope, schedule, budget and, if applicable, materials, design and location thereof, and by whom the activity will be performed) in sufficient detail as determined by Grantee to enable it to evaluate the proposed activity and the potential effect thereof upon the features and interests protected by this Agreement (a "Request for Approval"). Grantor shall supplement the written Request for Approval with any and all supplementary documentation, including, but not limited to, architectural drawings, site plans, photos or digital images, as Grantee determines are necessary to fully describe the proposed activity for the purposes of this section 12. In exercising its discretion, Grantee shall apply standards that it establishes from time to time of general applicability to similar historic properties on which it holds preservation restrictions. Approval by Grantee for any such activity shall be in recordable form, executed and acknowledged by any one or more of the President, Treasurer, Director or such officer or officers who may succeed to their responsibilities under other titles.

- 12.2 Waiver; Other Approval.** Grantee may, in its sole discretion, waive the submittal of a Request for Approval or the issuance of a recordable approval, or both, for any activity described in Section 4. Notwithstanding any other provision of this Agreement to the contrary, Grantee may, in its sole discretion, grant written approval for any other activity by Grantor which is restricted by any provision of this Agreement in addition to those activities which are not to be undertaken without approval by Grantee, but only in accordance with the procedures set forth in Subsection 12.1.
- 12.3 Timing.** Grantee shall grant or deny its approval for such proposed activity not later than forty-five (45) days after the later of the date (i) Grantee has received a Request for Approval or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of evaluating such proposal or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within forty-five (45) days after Grantee has received a Request for Approval, Grantee shall be deemed to have waived such inspection for such proposal. The provisions of this Subsection 12.3 shall not apply to any proposed activity that is prohibited by the terms of this Agreement.
- 12.4 Conditions.** Grantee may approve or deny all or any portion of the activity set forth in a Request for Approval, or grant its approval subject to conditions, or any combination thereof. Such conditions may include the expiration of such approval to activity conducted within a certain period of time or prior to conveyance of the Premises. If an activity is conditionally approved, such activity shall not be undertaken except in compliance with such condition(s) and the failure to conform to such condition(s) shall be a breach of this Agreement. Approval as to any activity shall under no circumstances be construed to waive the requirement for approval for any other activity or for a duplication of the same activity at a later time or affecting any other portion of the Premises.

13. DISPUTE RESOLUTION.

- 13.1 Submittal.** Grantor agrees that if any dispute shall arise between it and Grantee concerning the terms or conditions of this Agreement or their application in any instance, Grantor and Grantee shall, submit such dispute for resolution by arbitration in Boston, Massachusetts, by the American Arbitration Association, its successor, or other arbitral forum as mutually agreed by Grantor and Grantee (the "Arbitration Association"), and such arbitration shall be submitted, commenced, held and determined in accordance with the Commercial rules and regulations of the Arbitration Association, as hereby modified. The provisions of this Section 13 shall not, however, limit the provisions of Section 14, and if Grantor shall submit any such dispute to arbitration as aforesaid and Grantee shall elect to seek injunctive relief or otherwise litigate the subject matter of such dispute, Grantee shall give notice of such election to the Arbitration Association. In such

circumstances, the arbitration shall be recessed or adjourned if the outcome of the action brought by Grantee may render the arbitration moot. Once arbitrated, the decision of arbitration shall be binding and enforceable in any court of competent jurisdiction, subject to Subsection 14.2 hereof.

13.2 Appointment and Procedure. In the arbitration of any dispute involving Sections 2, 3, 4, 5, 7, 8, or 16.1 hereof, all arbiters shall have a bachelor's or graduate degree in architecture, art history or historic preservation and at least ten years' experience in the field of preservation of historically significant structures or artifacts. Each party shall nominate a qualified arbiter by notice to the Arbitration Association and the other party within thirty (30) days of the initial demand for arbitration, describing such qualifications. All challenges to a proposed arbiter's qualifications shall be submitted to the Arbitration Association within ten (10) days thereafter and all such challenges shall be decided by the Arbitration Association. The two arbiters appointed by the parties shall name a third neutral arbiter within ten (10) days after such challenge period expires. Within thirty (30) days of the appointment of the third arbiter, the panel of arbiters shall take evidence and argument and close the hearing, and they shall decide the matter and issue their decision within thirty (30) days after close of the hearing. Without limiting the generality of this Section, the fees and expenses of arbitration charged by the Arbitration Association shall be borne equally between Grantee and Grantor unless the arbiters determine that some other division shall under the circumstances be more equitable and such determination of the arbiters shall be conclusive and binding upon the parties. Notwithstanding anything to the contrary in this Subsection 13.2, if Grantor shall fail to name a qualified arbiter in the time allotted, there will be only one arbiter, appointed by Grantee.

13.3 Communications. The provisions of this Subsection 13.3 shall not limit the generality of any other provision of this Agreement. If Grantee elects to give Grantor written notice that Grantor has failed to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed (a "Violation Letter"), Grantor may respond in writing within thirty (30) days of the giving of such notice, disputing the existence of such failure and demanding arbitration thereof (an "Objection Letter"). Grantee may record notice of such Violation Letter with the Registry. Notwithstanding the provisions of Subsection 13.1, Grantor may not thereafter demand arbitration of the subject matter of the Violation Letter unless Grantor's Objection Letter includes such demand for arbitration. If Grantor does not timely deliver an Objection Letter to Grantee, Grantor shall conclusively be deemed to agree with the contents of the Violation Letter and to waive all right thereafter to dispute the existence of such failure. If an arbitration finds that the failure that is the subject of a Violation Letter does not exist, the arbitrators may require Grantee to record with the Registry a rescission or extinguishment of any notice of such Violation Letter recorded with the Registry. Whether or not Grantor delivers an Objection

Letter to Grantee, if the activity that gave rise to the Violation Letter remains in progress, Grantor shall immediately cease such activity.

14. **ENFORCEMENT.**

- 14.1 **General.** If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed, Grantor acknowledges that such a failure will cause Grantee irreparable harm, and Grantee shall have the right to enforce this Agreement 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 its condition prior to the time of the injury complained of (Grantor agreeing that Grantee has no adequate remedy at law if Grantor shall fail to perform or observe any restriction, agreement or condition contained in this Agreement). The foregoing shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee.
- 14.2 **Venue and Jurisdiction.** Grantor hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Agreement may be instituted or brought in the courts of the Commonwealth of Massachusetts, including but without limitation, the United States District Court for Massachusetts, or in the courts of any other jurisdiction wherein Grantee's business office(s) may be located, as Grantee may elect. By execution and delivery of this Agreement, Grantor irrevocably accepts and submits to the non-exclusive jurisdiction of any such court and to service of any summons, complaint and/or legal process by registered or certified United States mail, postage prepaid, to Grantor at the Premises, such method of service to constitute, in every respect, sufficient and effective service of process in any legal action or proceeding. The Parties shall not seek a trial by jury in any lawsuit, proceeding, counterclaim or any litigation procedure based upon or arising out of this Agreement or the dealings or the relationship between Grantee and Grantor, or any person claiming by, through or under Grantor.
- 14.3 **Self Help.** If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default within seven (7) days after notice from Grantee specifying the failure, Grantee may, at its option, without waiving any other remedy or any claim for damages for breach of this Agreement, at any time thereafter apply for and obtain in its own name or in Grantor's name such permits and approvals as may be necessary to cure such failure, enter upon the Premises, and cure such failure for the account of Grantor, and any amount paid or any contractual liability incurred by Grantee in so doing shall be deemed paid or incurred for the account of Grantor, Grantor agreeing to reimburse Grantee promptly therefor and save Grantee harmless therefrom. Grantee may cure any such failure as aforesaid prior to the expiration of said

waiting period, but after notice to Grantor, if the curing of such failure prior to the expiration of said waiting period is reasonably necessary to protect the Premises or any Protected Features. Without limiting the generality of this Subsection 14.3, Grantor's obligation to reimburse Grantee as aforesaid shall be entitled to the status of a contract pursuant to Massachusetts General Laws, Chapter 254, as amended from time to time (sometimes known as the Mechanics' Lien Law) and in order to cause this Agreement to constitute a Notice of Contract or such other notice as is necessary to afford Grantee the right to file a claim pursuant thereto, notice is hereby given that by virtue of this Agreement between Grantor and Grantee, as contractor for the purposes of this Subsection 14.3, Grantee may furnish labor and material or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on the Premises as set forth in this Section.

- 14.4 Costs and Expenses.** Grantor shall indemnify and hold harmless Grantee, and shall pay to Grantee on demand, all costs and expenses, including but without limitation attorneys' disbursements and fees, incurred by Grantee in connection with enforcement of this Agreement. If Grantor is required pursuant to this Agreement to pay a sum of money to Grantee, the obligation to pay such sum constitutes a lien upon the Premises for the amount of such sum until it is paid, and if Grantor shall fail to pay all or any portion of such sum within thirty (30) days of Grantee's written demand therefor, Grantor shall also pay to Grantee interest on the unpaid amount an annual rate equal to the lesser of five (5%) or the judgment interest rate then in effect under the laws of the Commonwealth of Massachusetts.
- 14.5 Mortgage Protection.** Any lien which may arise pursuant to this Section 14 shall be subject and subordinate to a first mortgage of record held by a bank, saving and loan association, trust company, credit union, insurance company, pension fund or other institutional lender to the extent of the principal amount secured by such mortgage and disbursed as of the date such notice of lien is recorded.
- 14.6 No Waiver.** Failure of Grantee to complain of any act or omission on the part or Grantor, no matter how long the same may continue, shall not be deemed to be a waiver by Grantee of any of its rights hereunder. No waiver by Grantee at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No waiver by Grantee at any time of the requirements for submittal of a Request for Approval or issuance of a recordable approval, pursuant to Subsection 12.2, for an activity described under Section 4 shall be deemed a waiver of such requirements as to such activity at any other time or as to any other activity. No payment by Grantor or acceptance by Grantee of a lesser amount than shall be due from Grantor to Grantee shall be deemed to be anything but payment on account, and the acceptance by Grantee of a check for a lesser amount with an endorsement or

statement thereon or upon a letter accompanying such check that such lesser amount is payment in full shall not be deemed an accord and satisfaction, and Grantee may accept such check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Grantee may have under this Agreement or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Grantee or not, shall be deemed to be in exclusion of other, any two or more or all of such rights and remedies being exercisable at the same time.

14.7 Estoppel Certificate. Grantee agrees to deliver to Grantor and/or to any holder of a mortgage on the Premises identified by Grantor a statement to Grantee's knowledge whether Grantor is in compliance with this Agreement, not later than thirty (30) days after the later of the date (i) Grantee has received a written request for such statement from Grantor, or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of responding to such request or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within fifteen (15) days after Grantee has received such request from Grantor, Grantee shall be deemed to have waived such inspection for such request.

15. EXTINGUISHMENT. Grantor and Grantee acknowledge the possibility that circumstances may arise in the future to render the purpose of this Agreement impossible to accomplish. In addition, both parties recognize that the possibility of condemnation and casualty always exists. In the event such circumstances do in fact arise, the parties agree that those provisions of this Agreement which are rendered impossible of performance by such circumstances, condemnation or casualty, may be extinguished by judicial proceedings in a court of competent jurisdiction and in compliance with the applicable requirements of Massachusetts General Laws chapter 184, section 32, as it may be amended from time to time, including approvals by the Town of Newton and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest. All other provisions of this Agreement shall remain in full force and effect unless and until this Agreement is terminated or extinguished in compliance with said requirements.

16. TRANSFERS.

16.1 Subdivision and Leasing. The Premises shall not be subdivided for conveyance or lease, provided that this Section shall not be deemed to prohibit the leasing of the Peabody-Williams House for uses permitted by this Agreement. For the purposes of this Agreement, the definition of "to subdivide" shall include to cause any portion of the land less than the entirety thereof to be divided, conveyed or made conveyable as a distinct parcel apart from the remainder of the land, including, to submit a plan which shows the land as other than one unitary lot for

the preliminary or final approval or endorsement of any governmental authority for such a division, or to cause any such plan (whether or not approved or endorsed by a governmental authority) to be filed or recorded with any land records office or registry. Any lease or occupancy agreement of the Premises or any portion thereof shall be in writing and shall include the following notice in capitalized letters: "This Lease is subject to a Preservation Restriction Agreement granted to the Society for the Preservation of New England Antiquities D. B.A. Historic New England, a copy of which is attached hereto, which substantially restricts construction, alteration and redecorating activities inside and outside the Premises subject to this Lease. Notwithstanding any other provision of this Lease, no such activity shall be undertaken without prior review of such restrictions and strict compliance therewith. Any failure to comply with such restrictions may, at Landlord's sole discretion, be deemed a default under this Lease."

- 16.2 Insertion in Subsequent Instruments.** Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into 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 Premises. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this Subsection 16.2 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.
- 16.3 Written Acceptance.** Before taking legal possession of the Premises or any portion thereof, each new Grantor of the Premises shall indicate its acceptance of these preservation restrictions contained herein by a letter to Grantee. Such acceptance shall include a promise to maintain at all times and in good condition, the significant historical, architectural, scenic and environmental characteristics of the Premises covered by these restrictions. Failure by any new Grantor to so indicate, and failure by Grantee to demand such indication, shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.
- 16.4 Restrictions Run with the Land.** Notwithstanding anything to the contrary contained in Section 15 above, the burden of this Agreement shall constitute a binding servitude, shall run with the land in perpetuity.
- 16.5 Assignment.** All of the rights and restrictions enforceable by Grantee pursuant to this Agreement shall be assignable by Grantee for preservation purposes only and without consideration, to any governmental body or any entity described in Section 170(b)(1)(A) of the Internal Revenue Code of 1986 as amended whose purposes include preservation of structures or sites of historic or architectural significance in perpetuity. Any such non-governmental entity must also be qualified to hold preservation restrictions under Massachusetts General Law, Chapter 184, Section 32.

17. **NOTICES.** Every notice, request, demand, consent, waiver or other communication which either party hereto may be required to give to the other party pursuant to this Agreement, shall be in writing and shall be given either by postage prepaid registered or certified U.S. mail with return receipt requested or by a national overnight delivery service with acknowledgment of receipt required--if to Grantor, then to Grantor at the Premises, and if to Grantee, then to the Historic New England Stewardship Easement Program, Historic New England, 185 Lyman Street, Waltham, Massachusetts 02452-5645. Each party may change its address set forth herein by written notice to such effect to the other party. Such notice, etc., shall be deemed given as of the sooner of the date of signed receipt or the date when delivery was first attempted.
18. **SUBORDINATION OF PRIOR LIENS.** Grantor represents and warrants to Grantee that the Premises are subject to no mortgages, liens, leases, restrictions, easements or encumbrances prior in right to this Agreement other than as listed in Exhibit A-1 attached hereto. In order to ensure that the conservation purposes associated with this Agreement are enforced in perpetuity and to bind all holders of those instruments, if any, listed in Exhibit A-1 hereof to the terms of this Agreement notwithstanding any inconsistent provision of any such instrument, or should any such holder exercise any right it may possess pursuant to such instrument to take possession of, control or foreclose on the Premises, attached hereto and made a part hereof is [are] subordination[s] of such interest, if any, to this Agreement, pursuant to I.R.C. Section 170(h) (5) and Treas. Reg. Section 1.170A-14 (1986).
19. **MISCELLANEOUS.** The following provisions in this Section 19 shall govern the effectiveness, interpretation and duration of this Agreement:
- 19.1 **Counterparts.** This Agreement, with all exhibits hereto, is executed in three (3) identical counterparts. After execution hereof, one (1) such counterpart shall be held by each of Grantor and Grantee, and one (1) such counterpart shall be recorded immediately at the Registry.
- 19.2 **Strict Construction.** Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Agreement, and this Agreement shall be interpreted broadly to effect its purposes, and the restrictions herein contained.
- 19.3 **Owner.** This Agreement shall extend to and be binding upon the Grantor, and all persons hereafter claiming under or through the party executing this Agreement as "Grantor" and all successors in title to the Premises, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Agreement or now have an interest in the Premises. A person who ceases to hold title to the Premises after having been a Grantor shall cease to have any liability hereunder to Grantee except that such person shall remain jointly and

severally liable with the successors as Grantor for any monetary liability hereunder to Grantee that accrued during the time of such person's ownership.

- 19.4 Amendment.** For purposes of furthering the preservation of the Peabody-Williams House and Garage, and of furthering the other purposes of this Agreement, and of meeting changing conditions, Grantor and Grantee are free to amend jointly the terms of this Agreement in writing in accordance with the requirements of Massachusetts General Laws, Chapter 184, Sections 31-33, and such amendment shall become effective upon recording at the Registry.
- 19.5 Validity of Agreement.** This Agreement is made pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33, but the invalidity of such statutes or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, successors, administrators and assigns in perpetuity to each clause of this Agreement whether it be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. This Agreement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain enforcement of this Agreement or any part thereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any ancillary or supplementary agreement relating to the subject matter herein.
- 19.6 Captions.** The captions used as headings for the various Sections and Subsections of this Agreement are used only as matter of convenience for reference, and are not to be considered a part of this Agreement or used in determining the intent of the parties to this Agreement.
- 19.7 No Warranty.** The approval by Grantee of any action by Grantor, including without limitation, the approval of the design of any alteration or construction, shall not constitute a warranty, representation or acknowledgment that any action taken in conformity with such approval shall comply with any law, regulation, order, ordinance, code or by-law or shall be suitable for any particular purpose, and Grantor shall be solely responsible for its own actions.
- 19.8 Time.** Where a specific number of days are stated for an activity to occur, time is of the essence. If any act required under this Agreement becomes due on a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts, then such act shall be due on the immediate following business day.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2014.

WITNESS

SOCIETY FOR THE PRESERVATION
OF NEW ENGLAND ANTIQUITIES
D.B.A. HISTORIC NEW ENGLAND

Carl R. Nold, President and CEO

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared Carl R. Nold, President and CEO, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and CEO of Historic New England, a corporation.

Notary Public

My commission expires:

WITNESS

GRANTOR

Diana Korzenik, as Trustee of the 7 Norman
Road Realty Trust

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared Diana Korzenik, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

PEABODY-WILLIAMS HOUSE
7 NORMAN ROAD
NEWTON, MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing preservation restrictions on the Peabody-Williams House located at 7 Norman Road, Newton, Massachusetts, have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Brona Simon, Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director and Clerk for the Massachusetts Historical Commission.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**Peabody-Williams House
7 Norman Road
Newton, Massachusetts**

The undersigned Mayor and Board of Aldermen of the City of Newton, Massachusetts hereby certify that the foregoing Preservation Restrictions on the Peabody-Williams House, so called, located at 7 Norman Road, Newton, Massachusetts and owned by the Diana Korzenik, Trustee of the 7 Norman Road Realty Trust have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Newton assumes no responsibility, nor accepts any liability for enforcement.

Setti D. Warren, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared Setti D. Warren, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Newton.

Notary Public

My commission expires:

David J. Olson, Clerk of the Board of Aldermen

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared David J. Olson, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Clerk of the Board of Aldermen for the City of Newton.

Notary Public

My commission expires:

EXHIBIT A

A certain parcel of land with the buildings thereon situated in Newton, Middlesex County, Massachusetts, being known and numbered 7 Norman Road, and being shown on a plan entitled "Land in Newton Highlands owned by M. G. Crane", dated September 1890, by E. S. Smilie, Surveyor, and recorded with Middlesex South Registry of Deeds at the End of Record Book 2001 (the "Plan"), being bounded and described as follows:

SOUTHEASTERLY by Norman Road by three lines measuring ten and $40/100$ (10.40) feet, ninety-seven and $41/100$ (97.41) feet, and twenty-two and $78/100$ (22.78) feet respectively;

EASTERLY by a curved line forming the junction of Norman Road and Lakewood Road, formerly called Griffin Avenue, thirty and $81/100$ (30.81) feet;

NORTHEASTERLY by Lakewood Road, sixty-five (65) feet;

NORTHWESTERLY by land now or formerly of William H. Hyde, one hundred two and $65/100$ (102.65) feet; and

SOUTHWESTERLY by land now or formerly of James F. C. Hyde, one hundred ten and $03/00$ (110.03) feet.

Containing 12,900 square feet of land, more or less, according to the Plan.

EXHIBIT B

PHOTOGRAPHER'S AFFIDAVIT

J. David Bohl, being first duly sworn, states on oath as follows:

1. This affidavit is attached to a set of eighty-two (82) photographs printed from the original negatives developed from the film exposed by me on May 19, 20, 21 and 22, 2014. Each photograph bears a letter-number symbol, Historic New England negative numbers 54372-A to 54453-A.
2. Each such exposure was made with a Parallax corrected Cambo 4x5 view camera with no filter, using TMAX 400 film at normal exposure and shutter speed settings.
3. Each such negative was developed by me in a normal manner without manipulation. No negative was created by more than one exposure and each such negative was delivered to Historic New England for permanent safekeeping.
4. Manufacturers' specifications and recommendations were followed with respect to all photographic materials used, with respect to film exposure, negative developing, photograph printing, and with respect to the care and maintenance of all such materials and final products.

FURTHER AFFIANT SAYETH NOT.

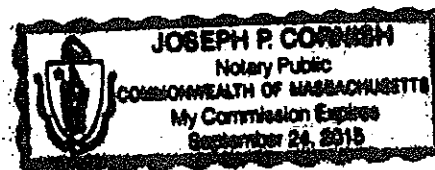
9-29-14
Date

J. David Bohl
J. David Bohl

On this 29th day of September, 2014, before me, the undersigned notary public, personally appeared J. David Bohl, proved to me through satisfactory evidence of identification, which were Known to Me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Joseph P. Cornish
Notary Public

My commission expires:



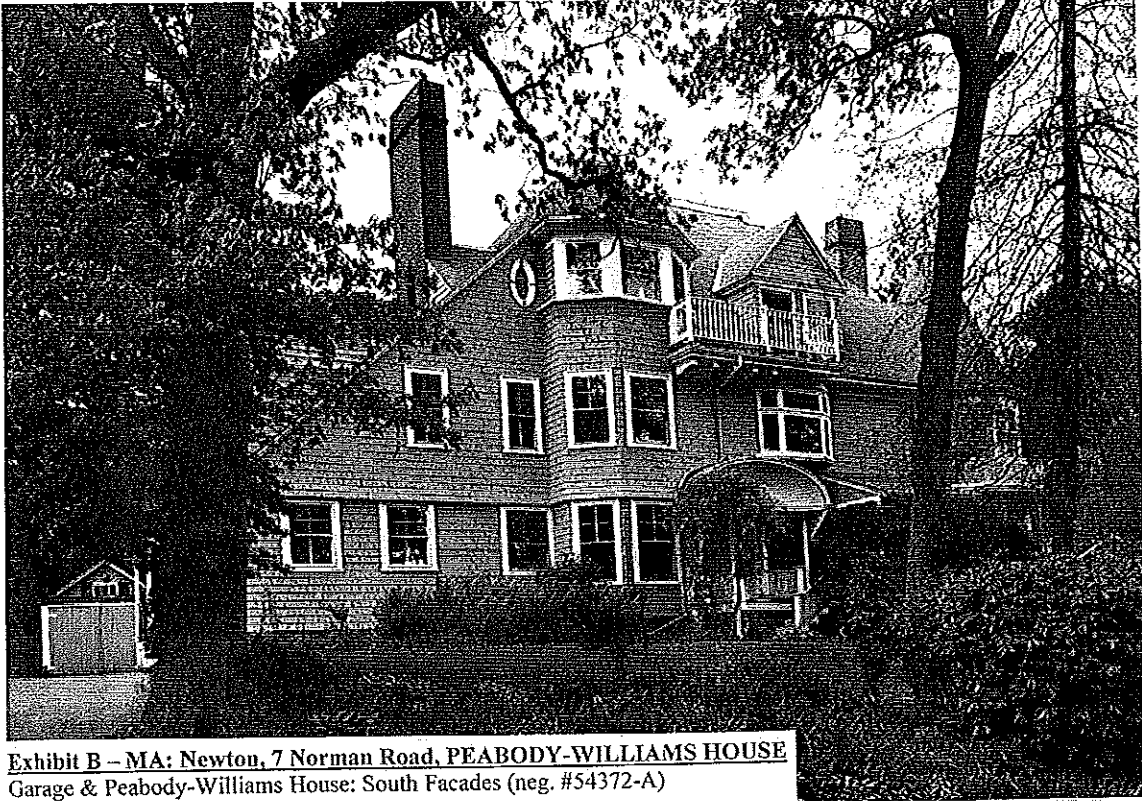


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Garage & Peabody-Williams House: South Facades (neg. #54372-A)

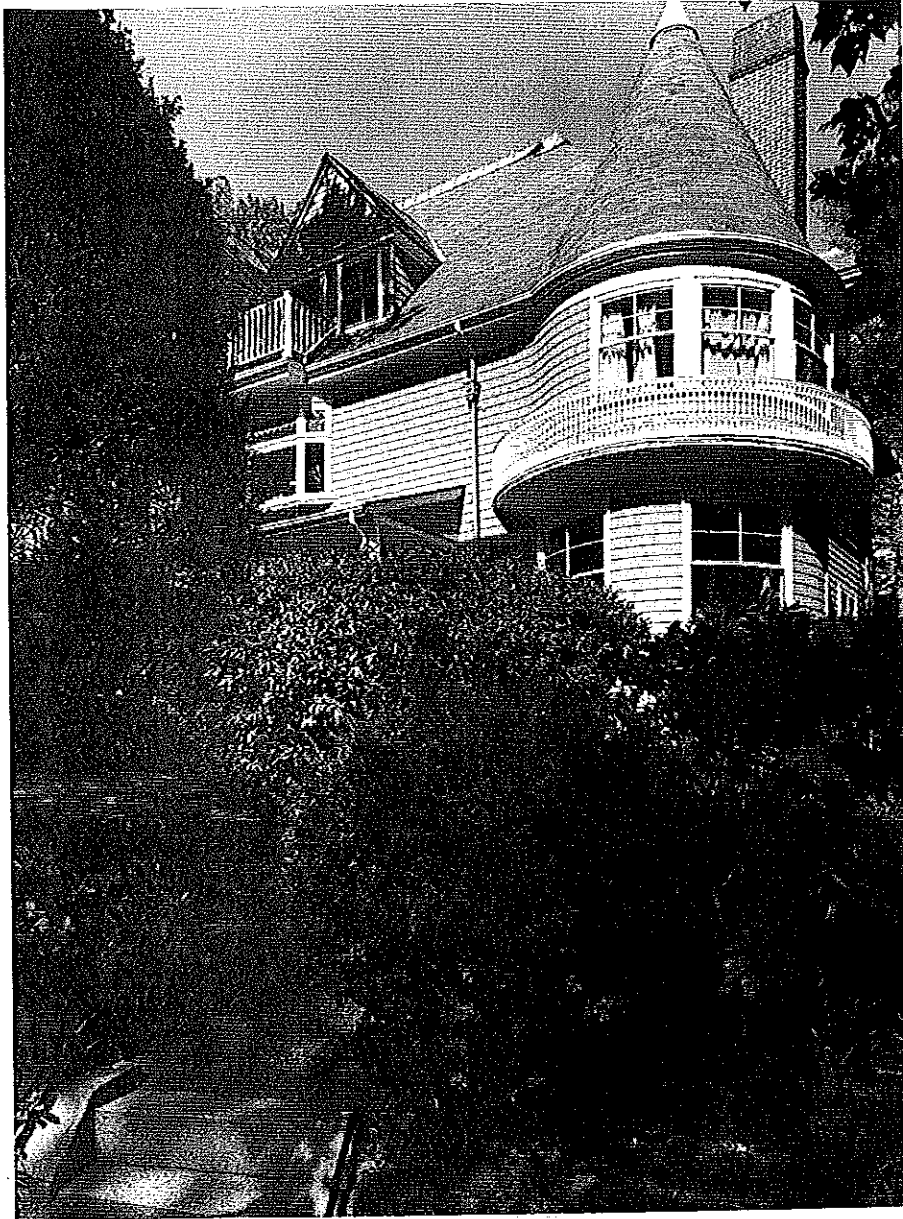


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: South Façade & East Elevation (neg. #54373-A)

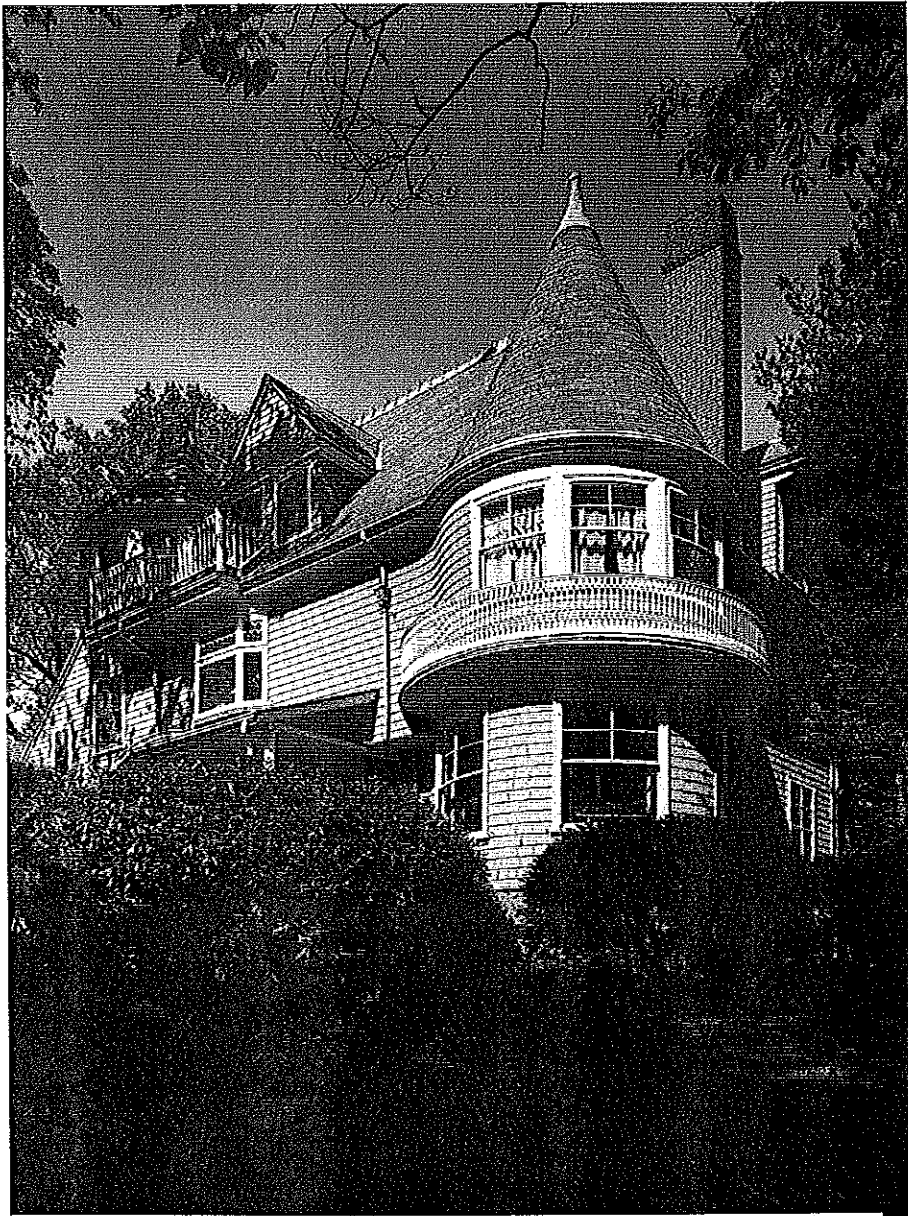


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: South Façade & East Elevation (neg. #54374-A)

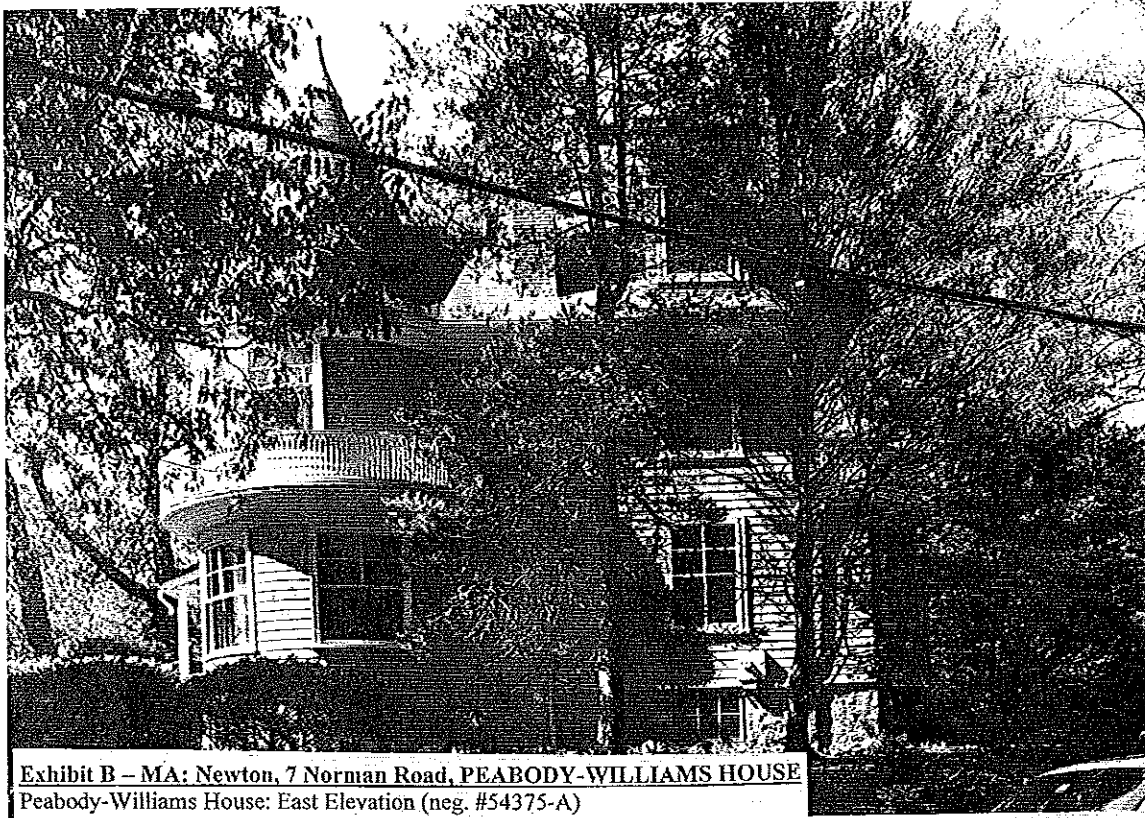


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: East Elevation (neg. #54375-A)

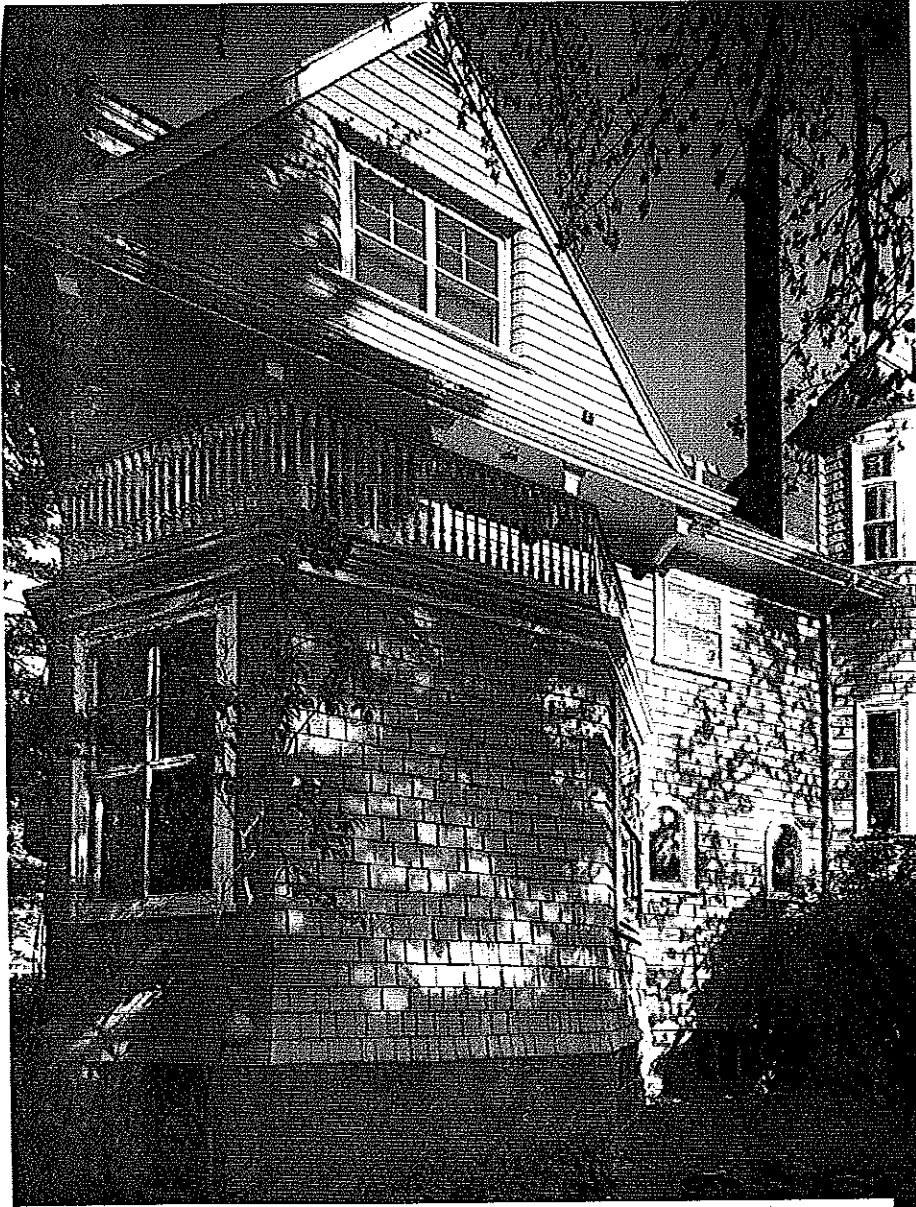


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: North Elevation (neg. #54376-A)

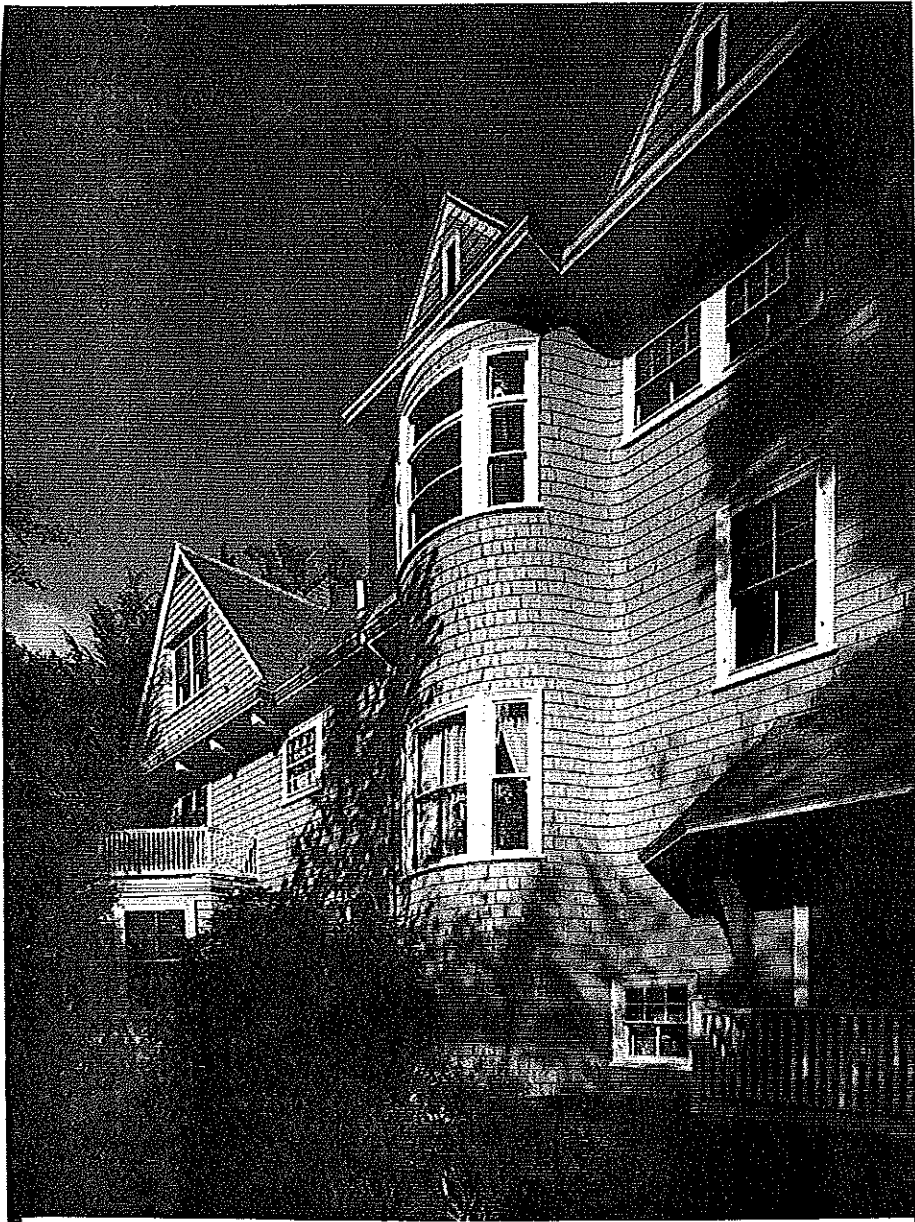


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: North Elevation (neg. #54377-A)

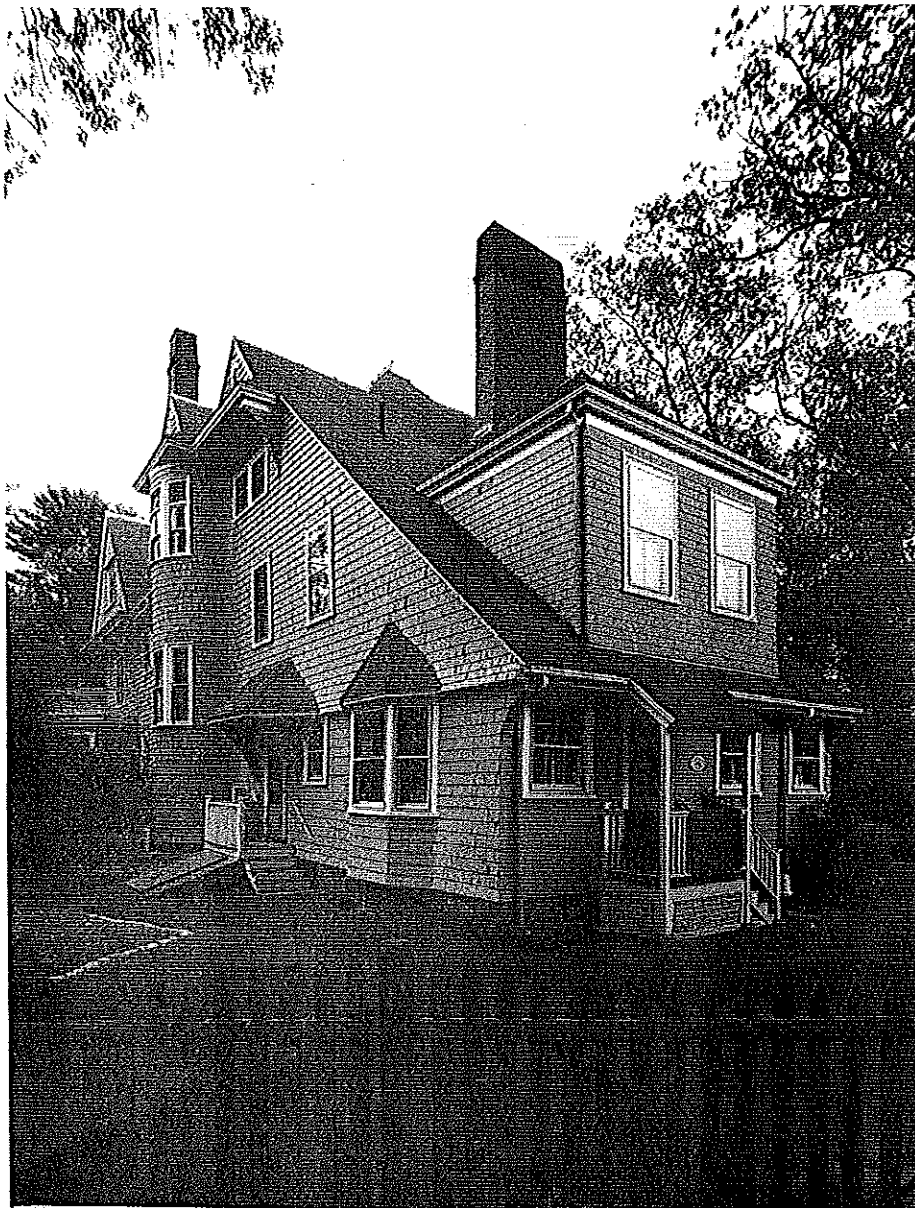


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: North & West Elevations (neg. #54378-A)

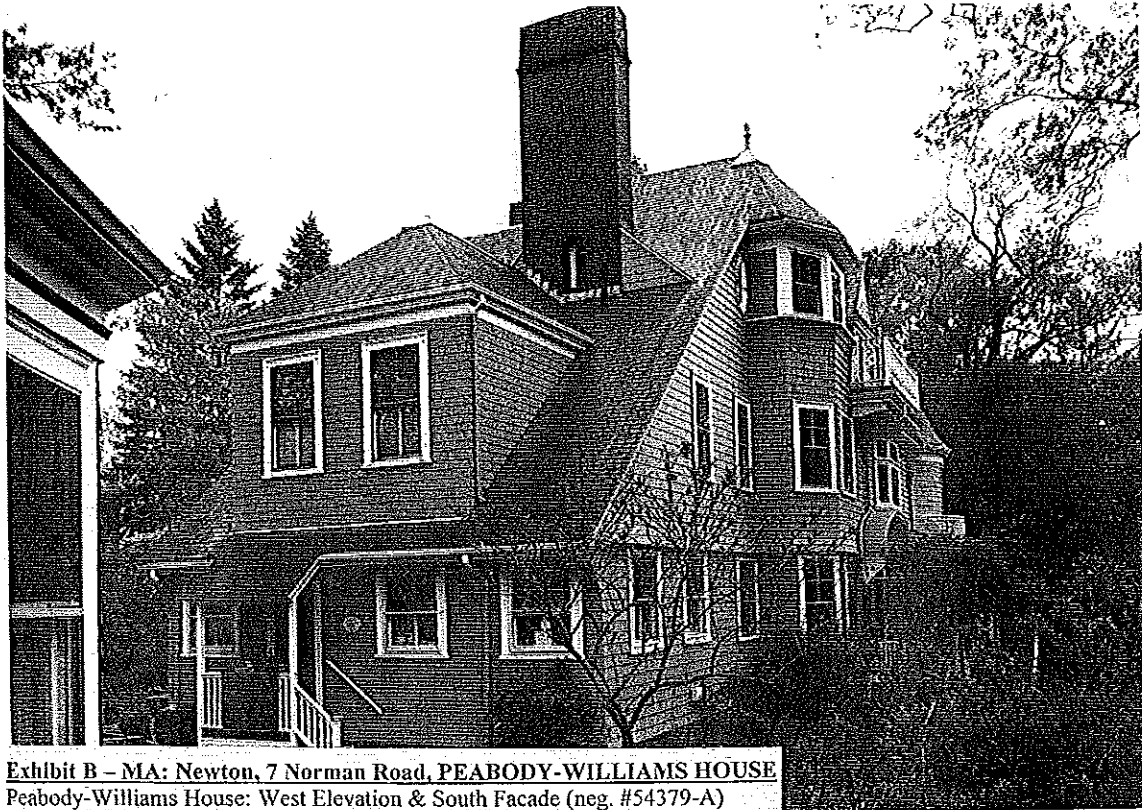


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: West Elevation & South Facade (neg. #54379-A)

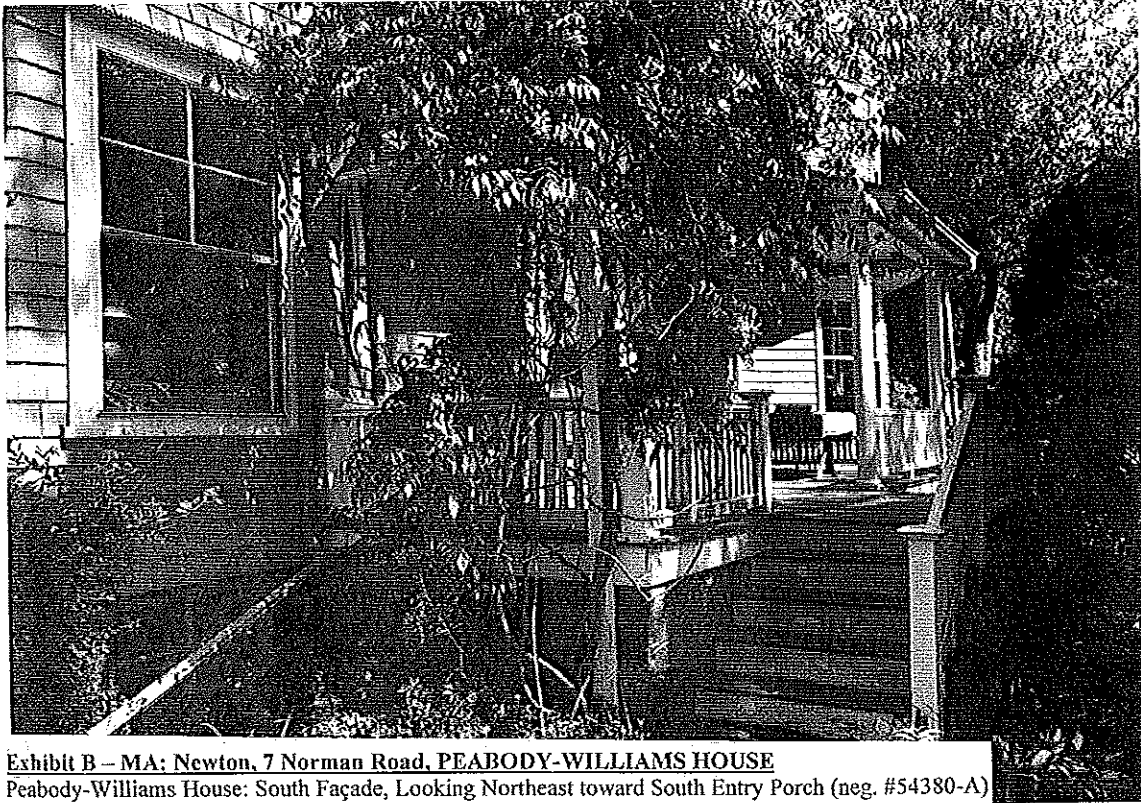


Exhibit B – MA; Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: South Façade, Looking Northeast toward South Entry Porch (neg. #54380-A)

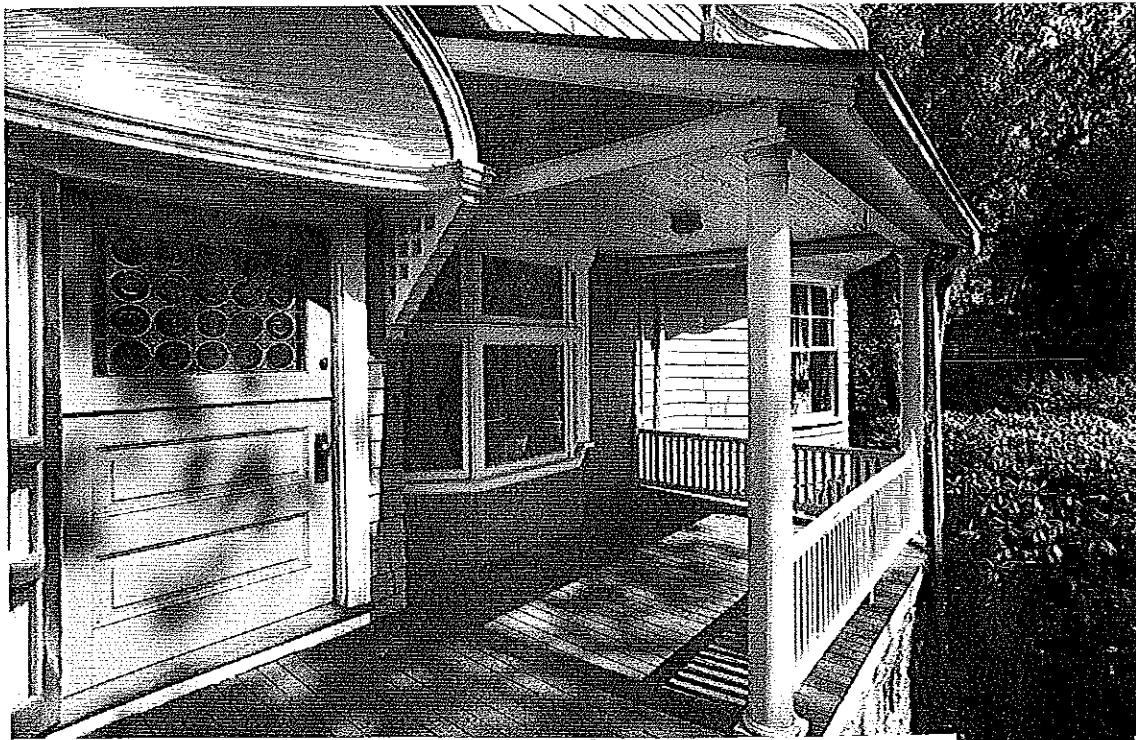


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: South Façade, Looking Northeast on South Entry Porch (neg. #54381-A)

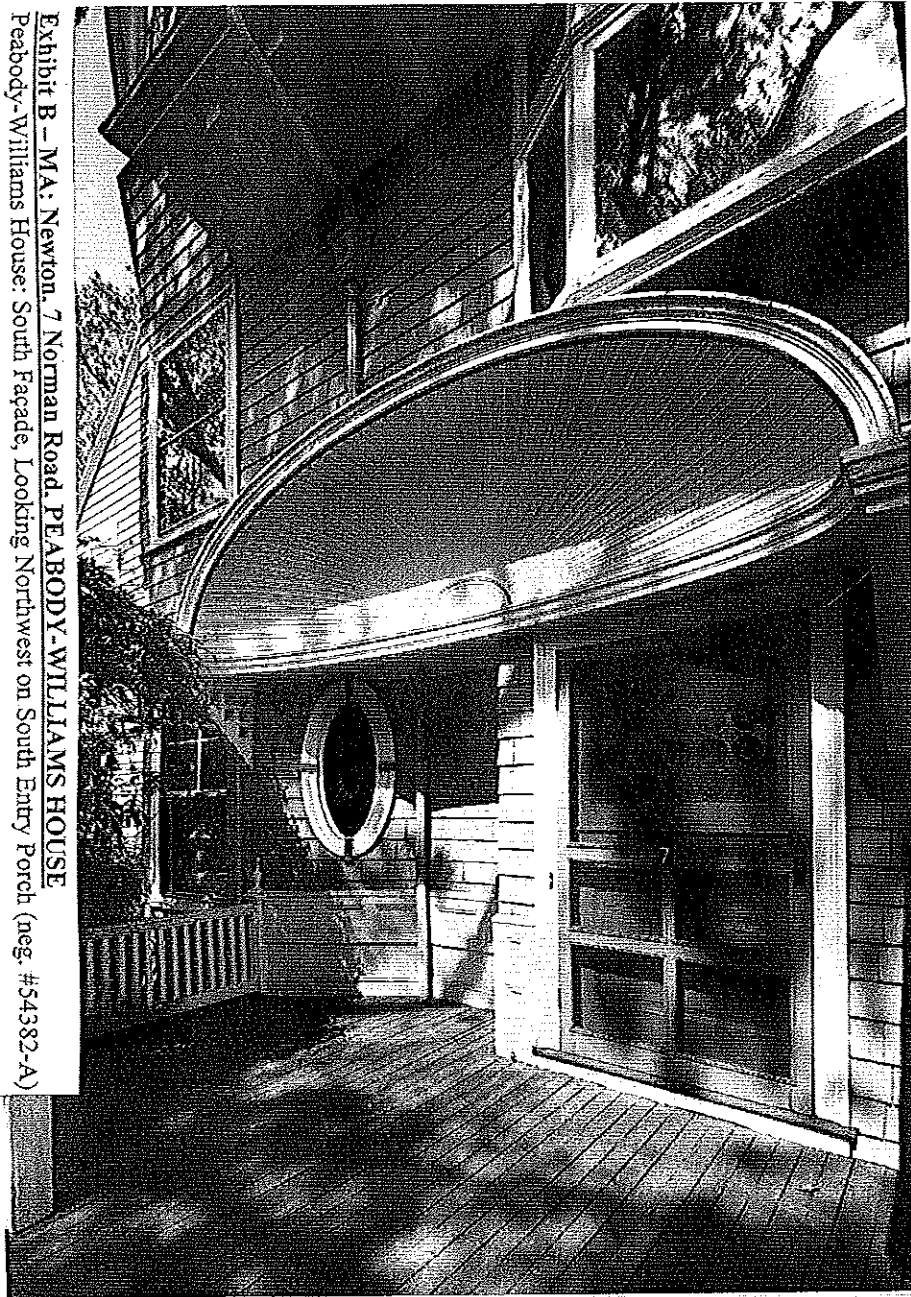


Exhibit B - MA: Newton, 7 Notman Road, PEABODY-WILLIAMS HOUSE
Peabody-Williams House: South Façade, Looking Northwest on South Entry Porch (neg. #54382-A)

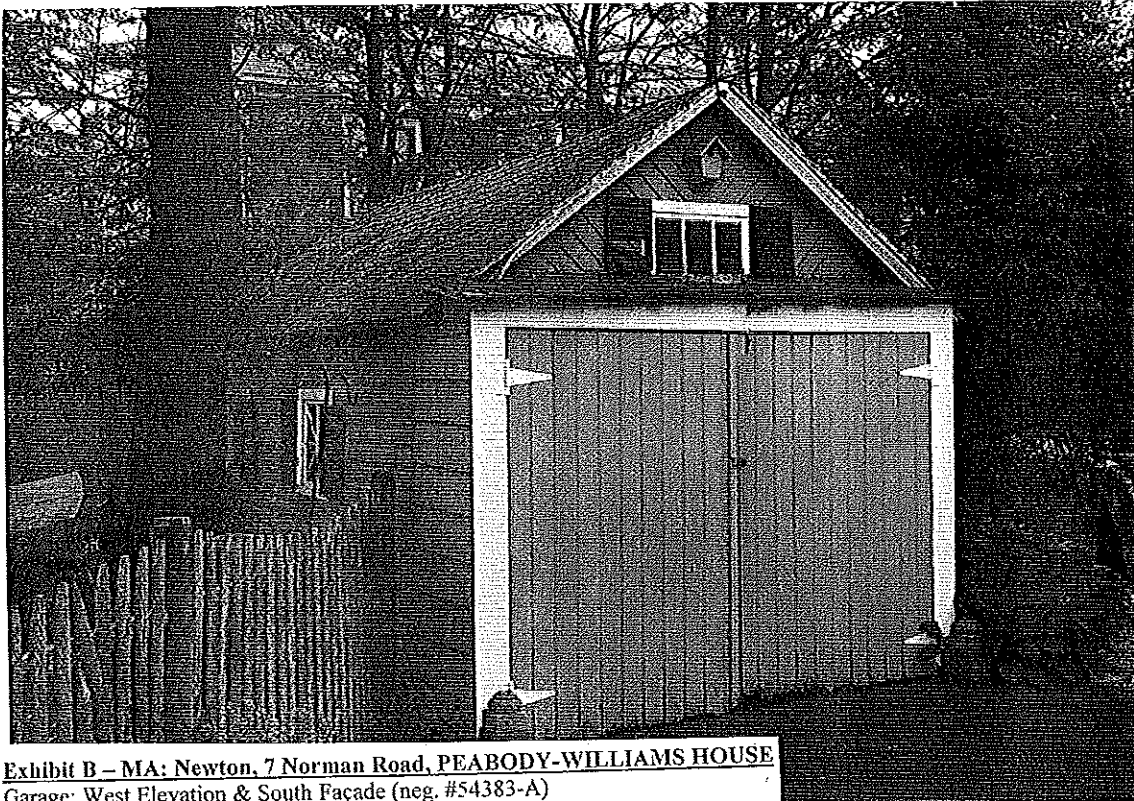


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Garage: West Elevation & South Façade (neg. #54383-A)

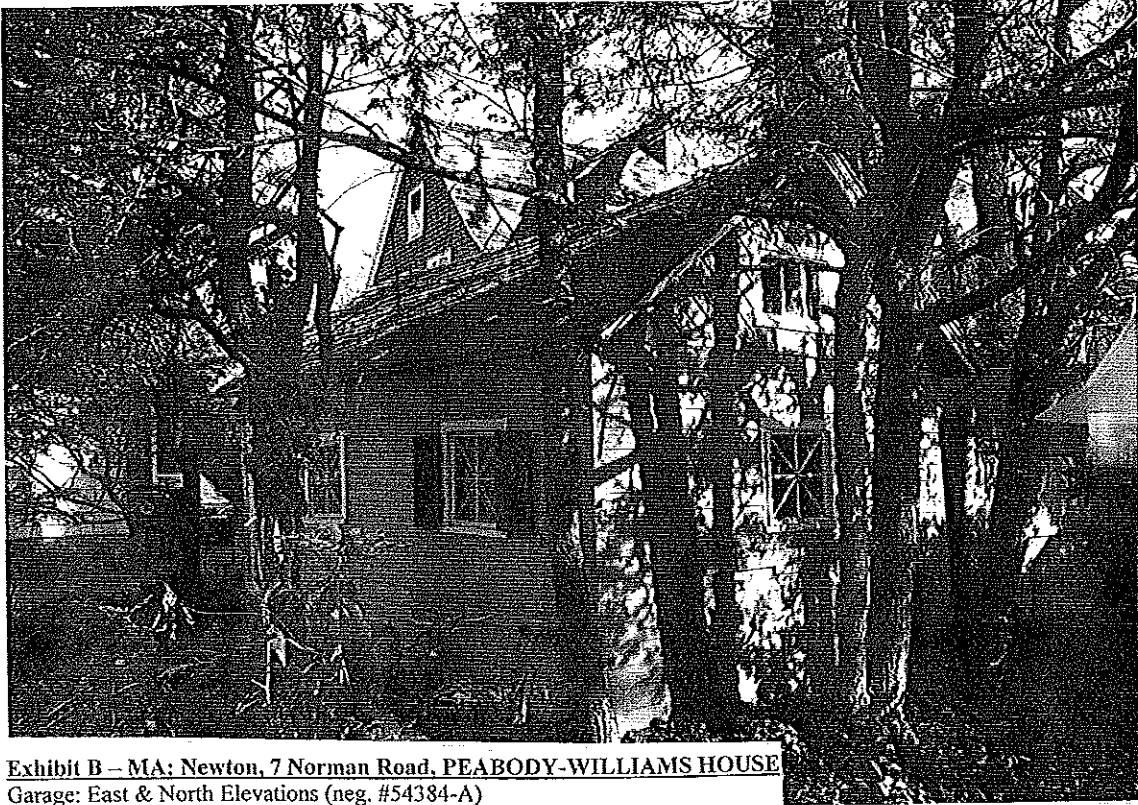


Exhibit B – MA; Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Garage: East & North Elevations (neg. #54384-A)

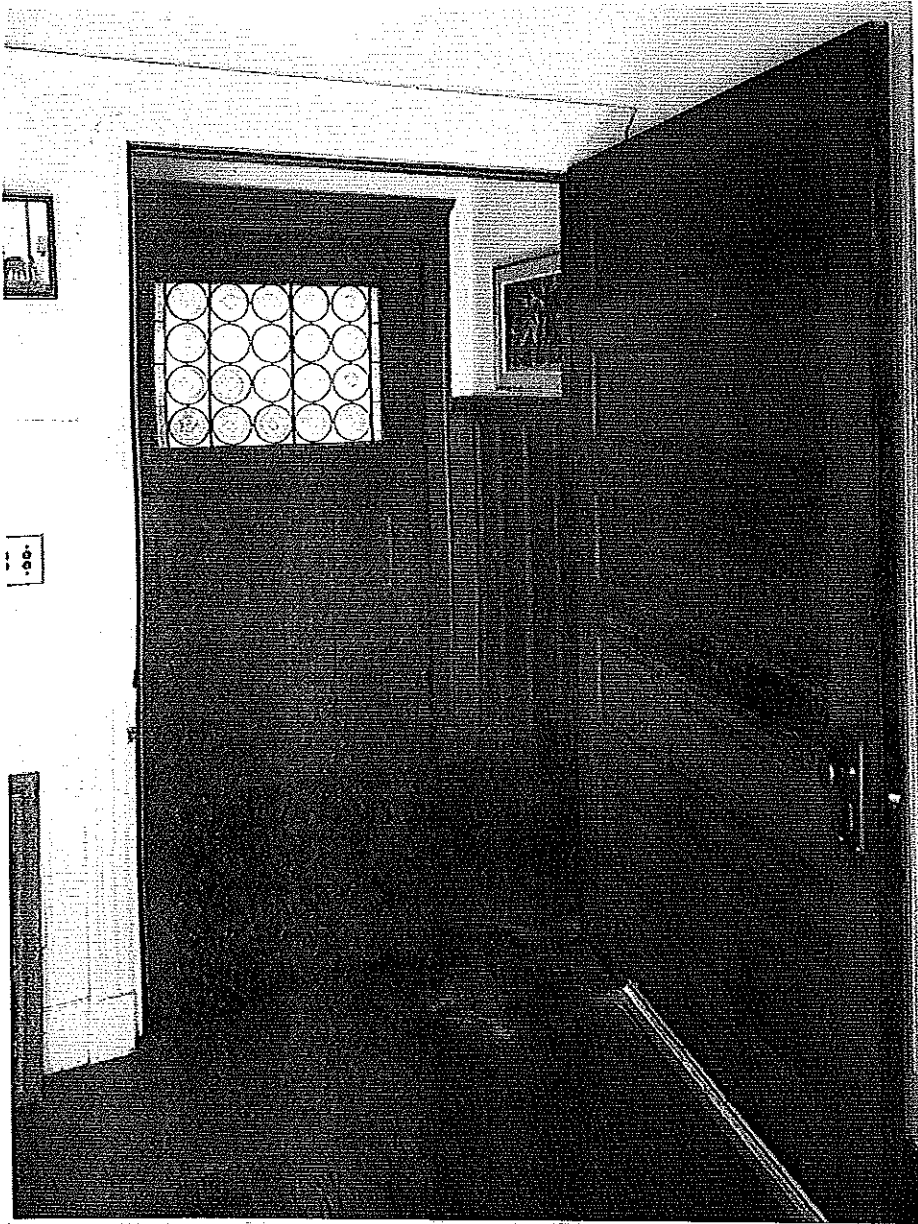


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
South Entry Stair Hall: Looking South into South Entry (neg. #54385-A)

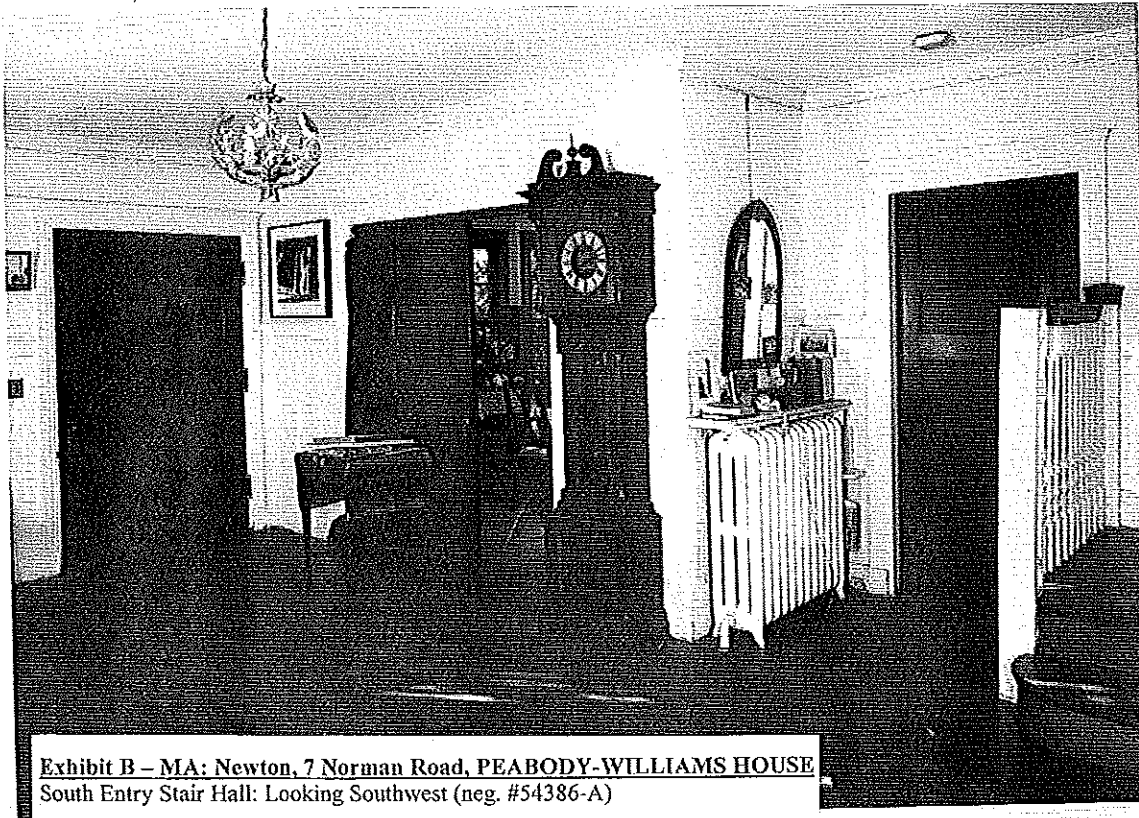


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
South Entry Stair Hall: Looking Southwest (neg. #54386-A)



Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
South Entry Stair Hall: Looking Northwest (neg. #54387-A)

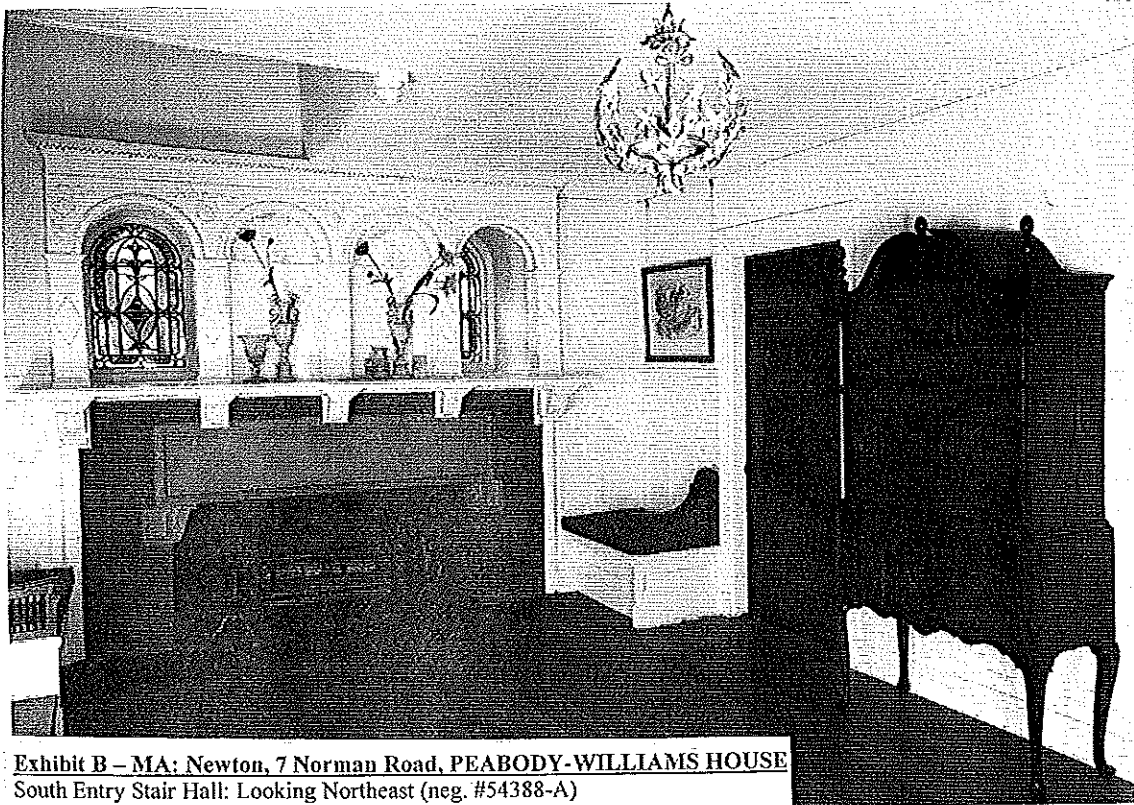


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
South Entry Stair Hall: Looking Northeast (neg. #54388-A)

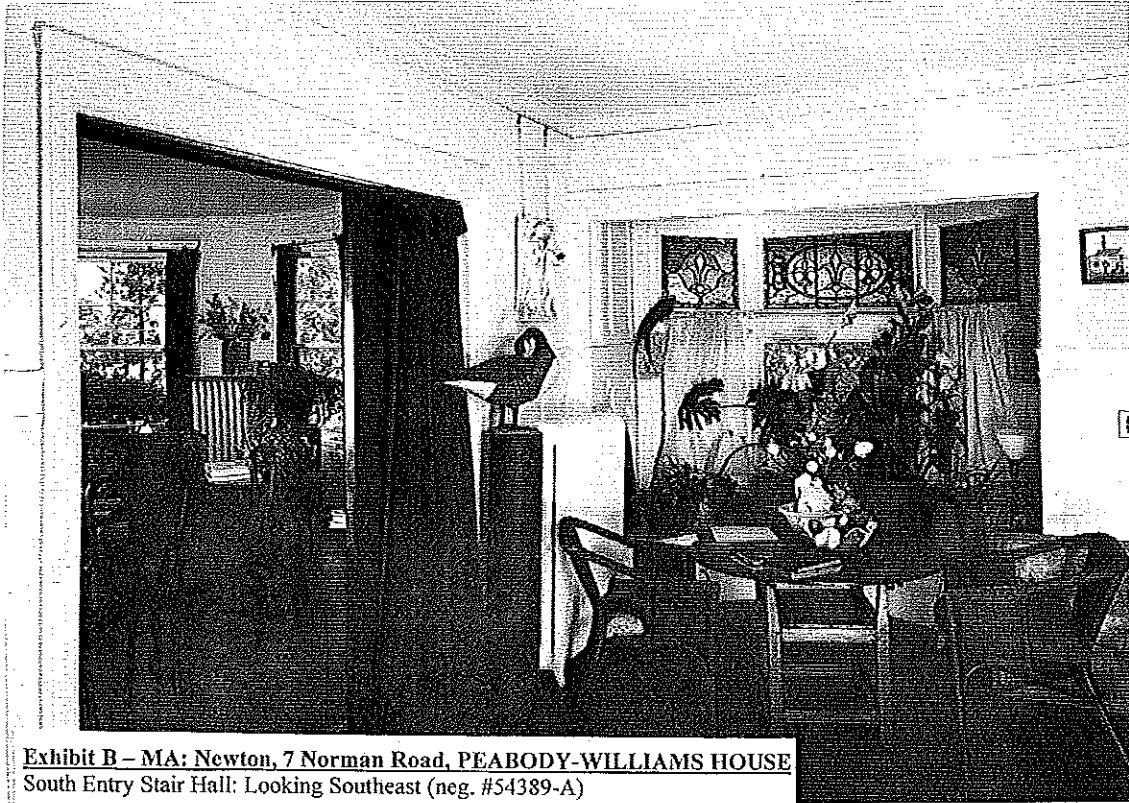
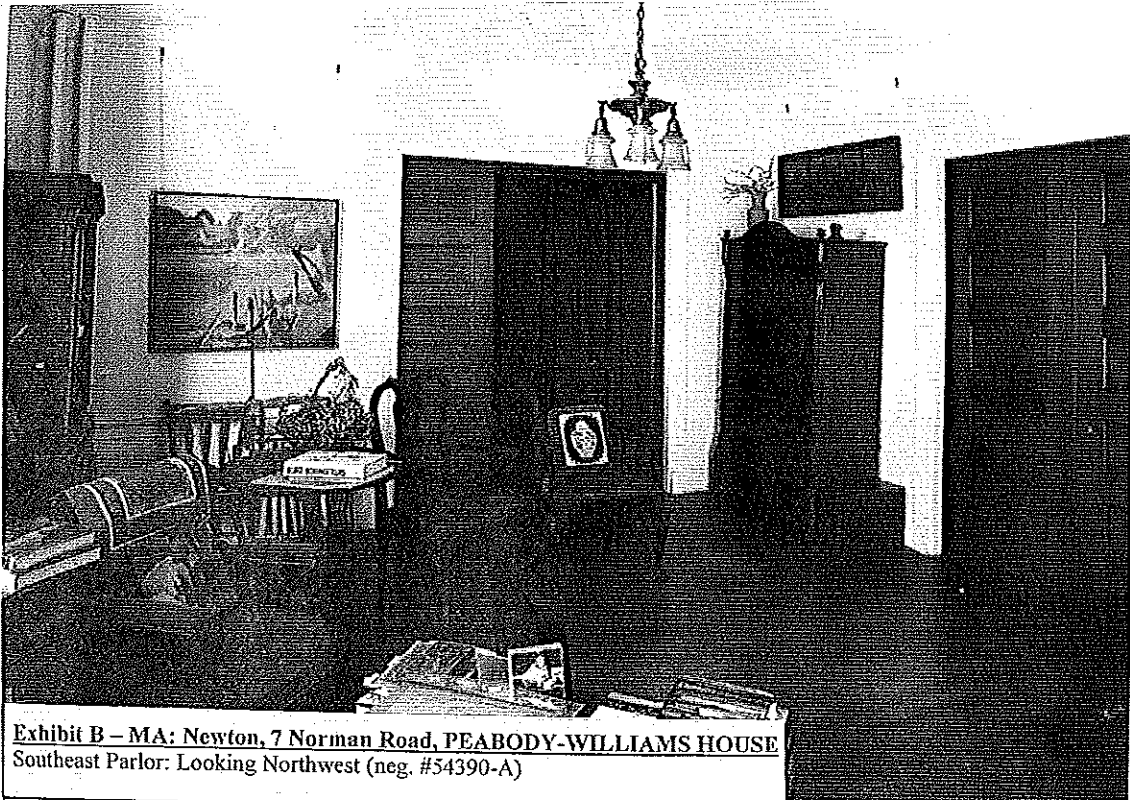


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
South Entry Stair Hall: Looking Southeast (neg. #54389-A)



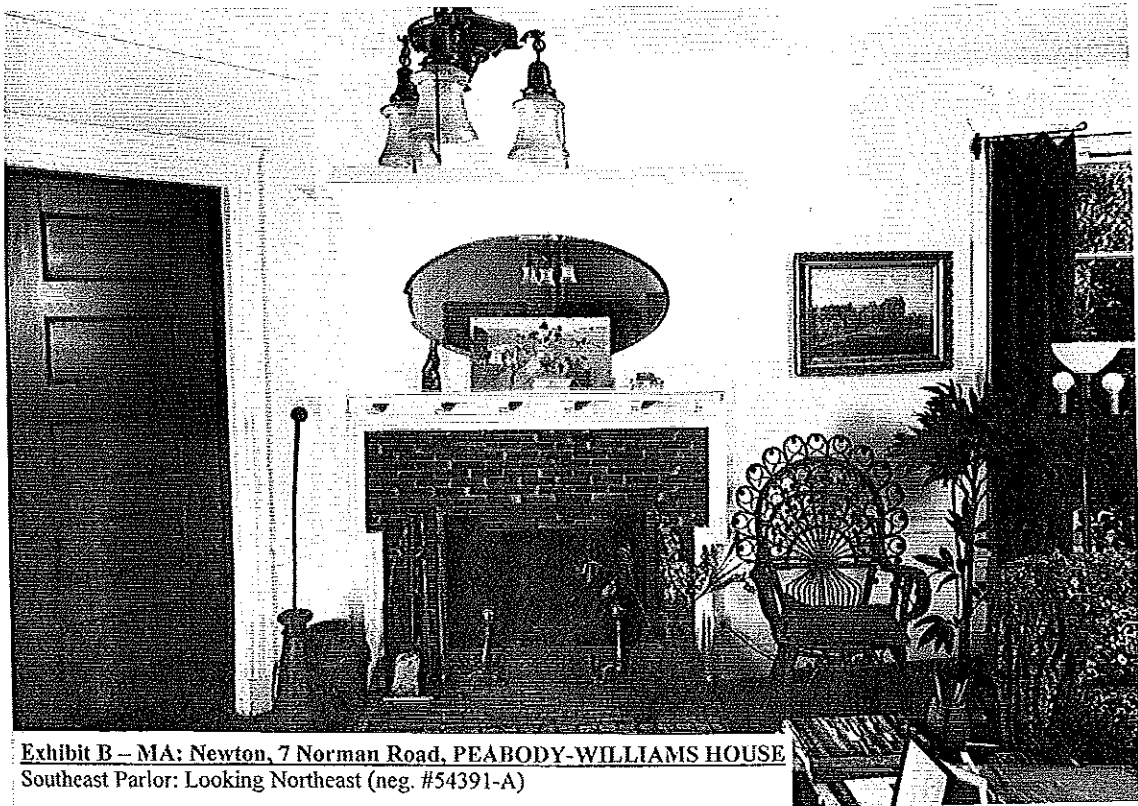


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Southeast Parlor: Looking Northeast (neg. #54391-A)



Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Southeast Parlor: Looking Southeast (neg. #54392-A)

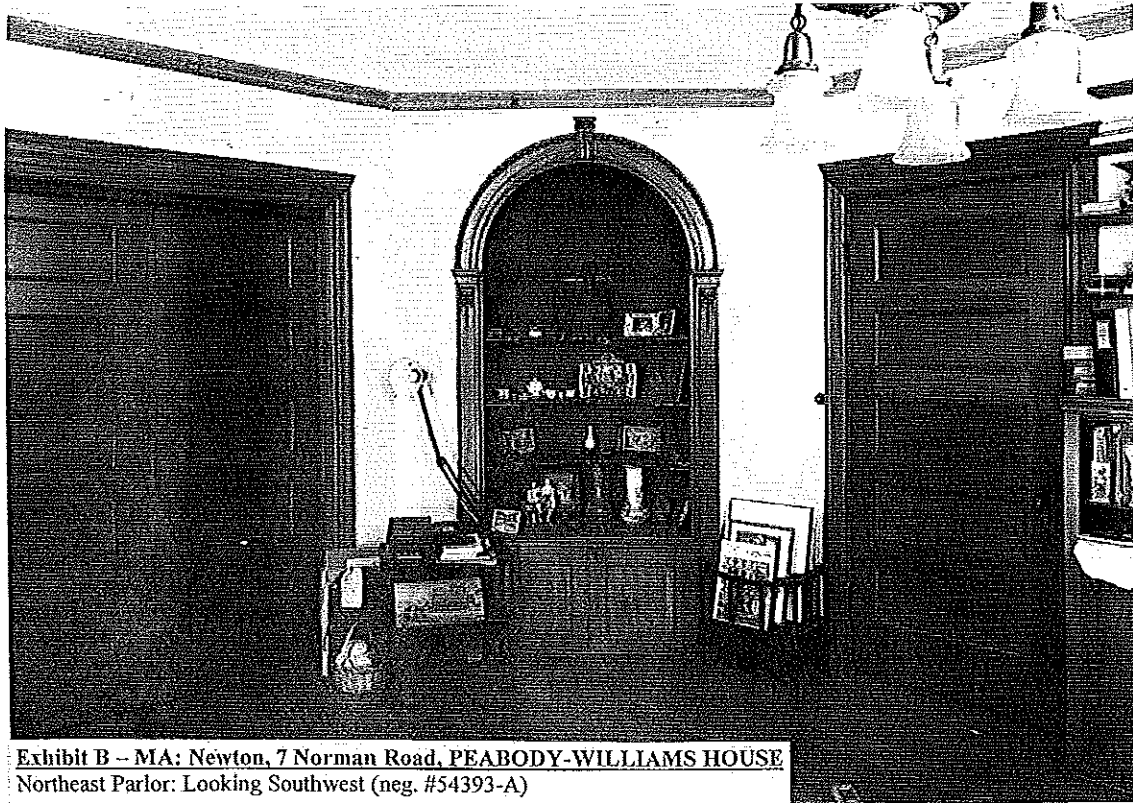


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Northeast Parlor: Looking Southwest (neg. #54393-A)

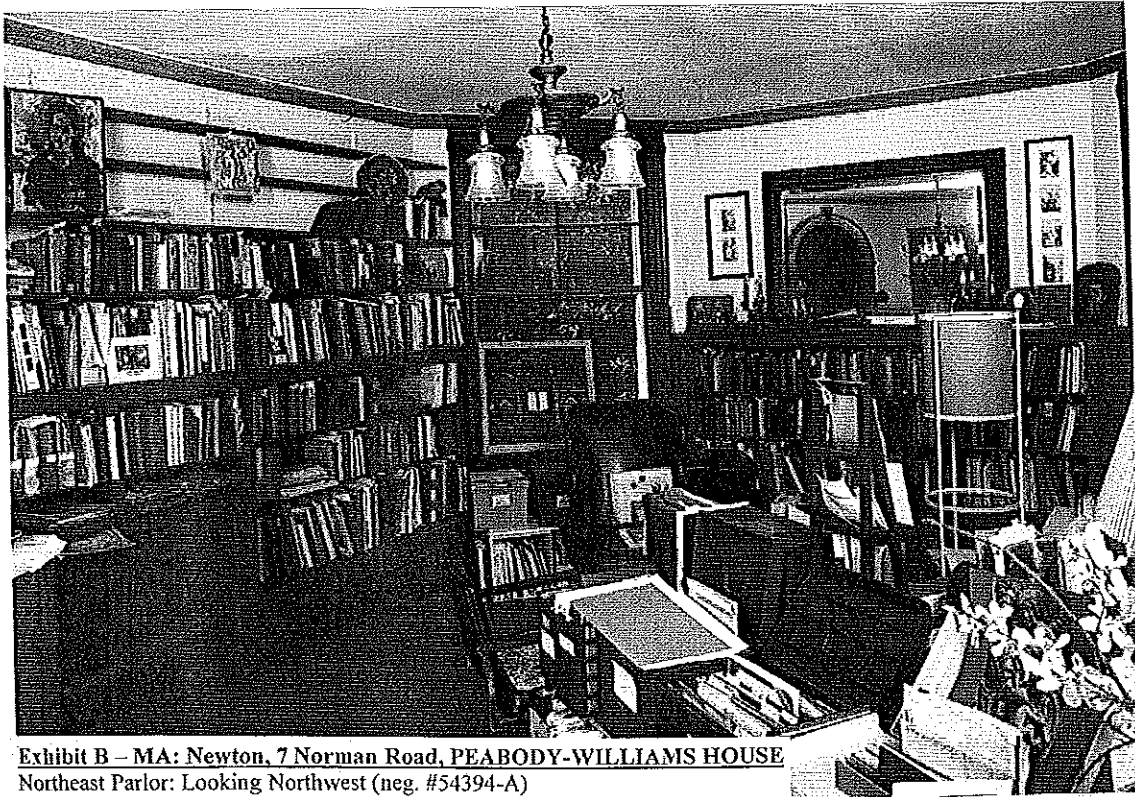


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Northeast Parlor: Looking Northwest (neg. #54394-A)

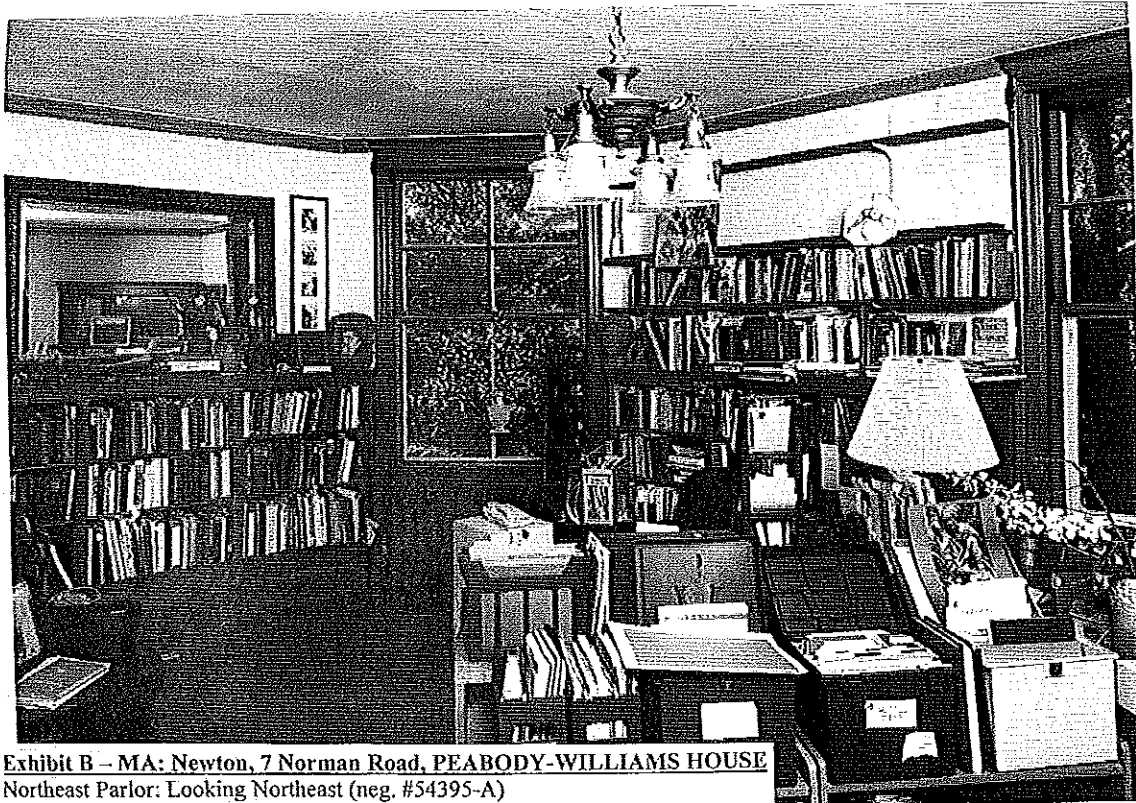


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Northeast Parlor: Looking Northeast (neg. #54395-A)

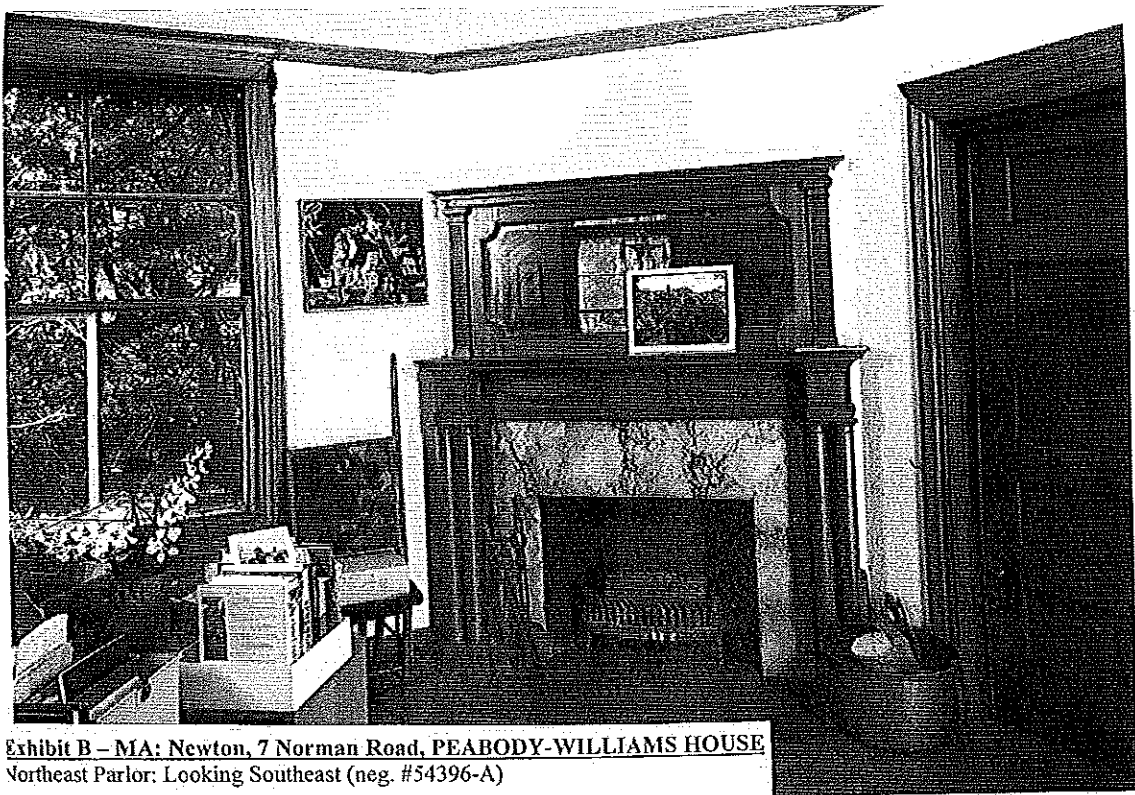


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Northeast Parlor: Looking Southeast (neg. #54396-A)



Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Southwest Dining Room: Looking Northeast (neg. #54397-A)



Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Southwest Dining Room: Looking South (neg. #54398-A)

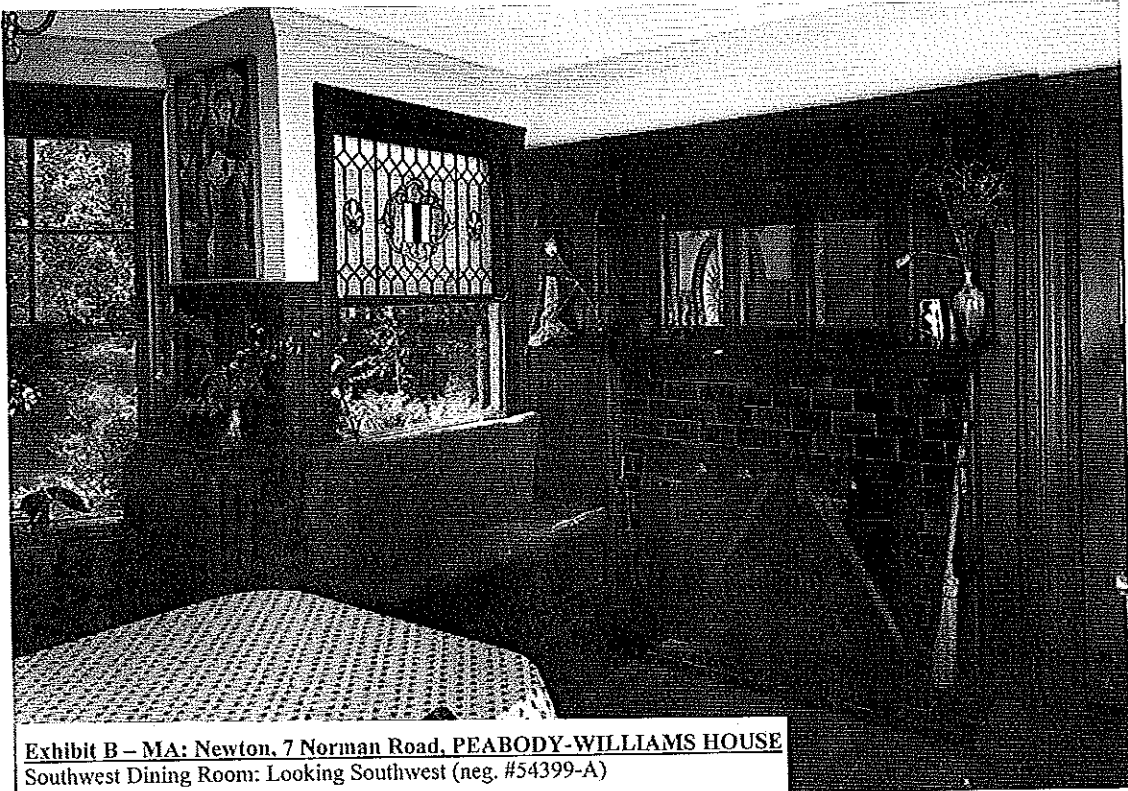


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Southwest Dining Room: Looking Southwest (neg. #54399-A)



Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Southwest Dining Room: Looking Northwest (neg. #54400-A)

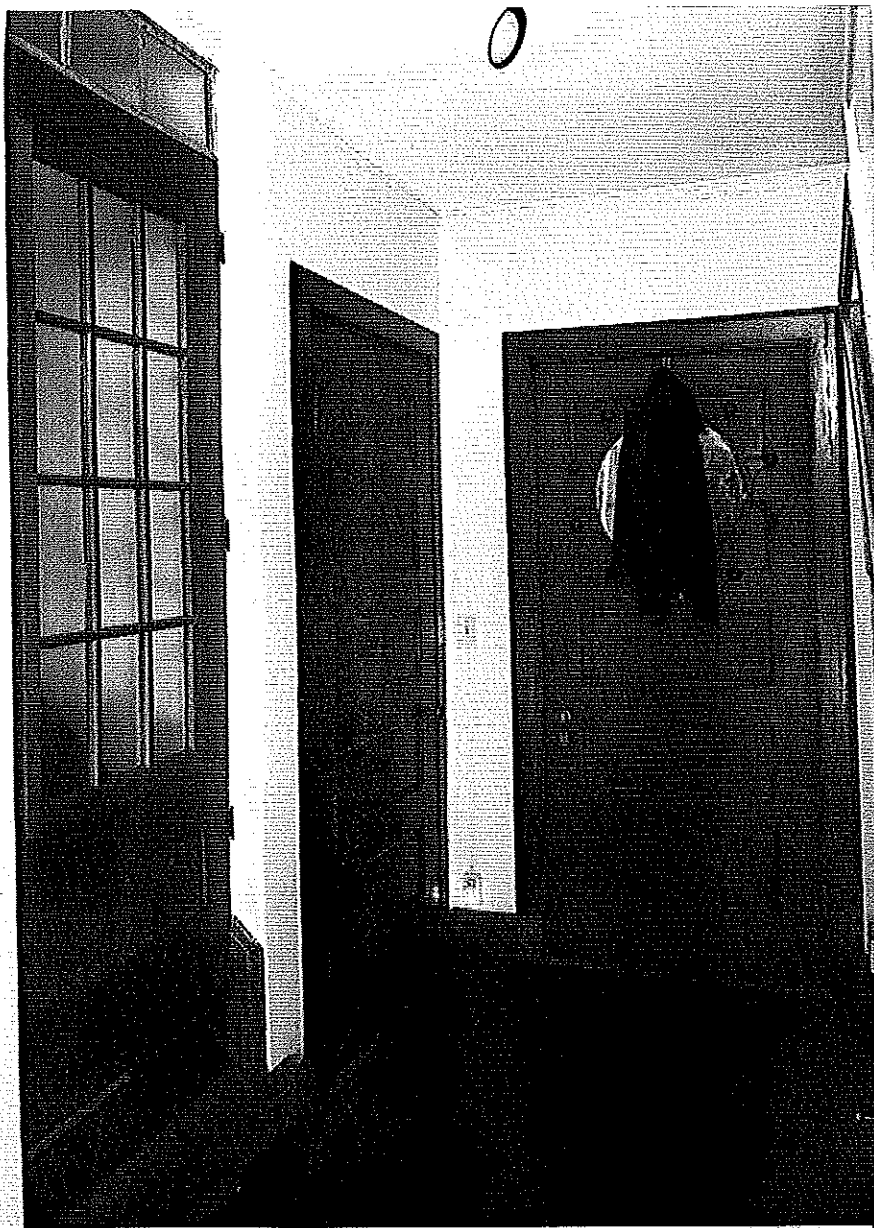


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
First Story West Hall: Looking East (neg. #54401-A)



Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
First Story West Hall: Looking North (neg. #54402-A)

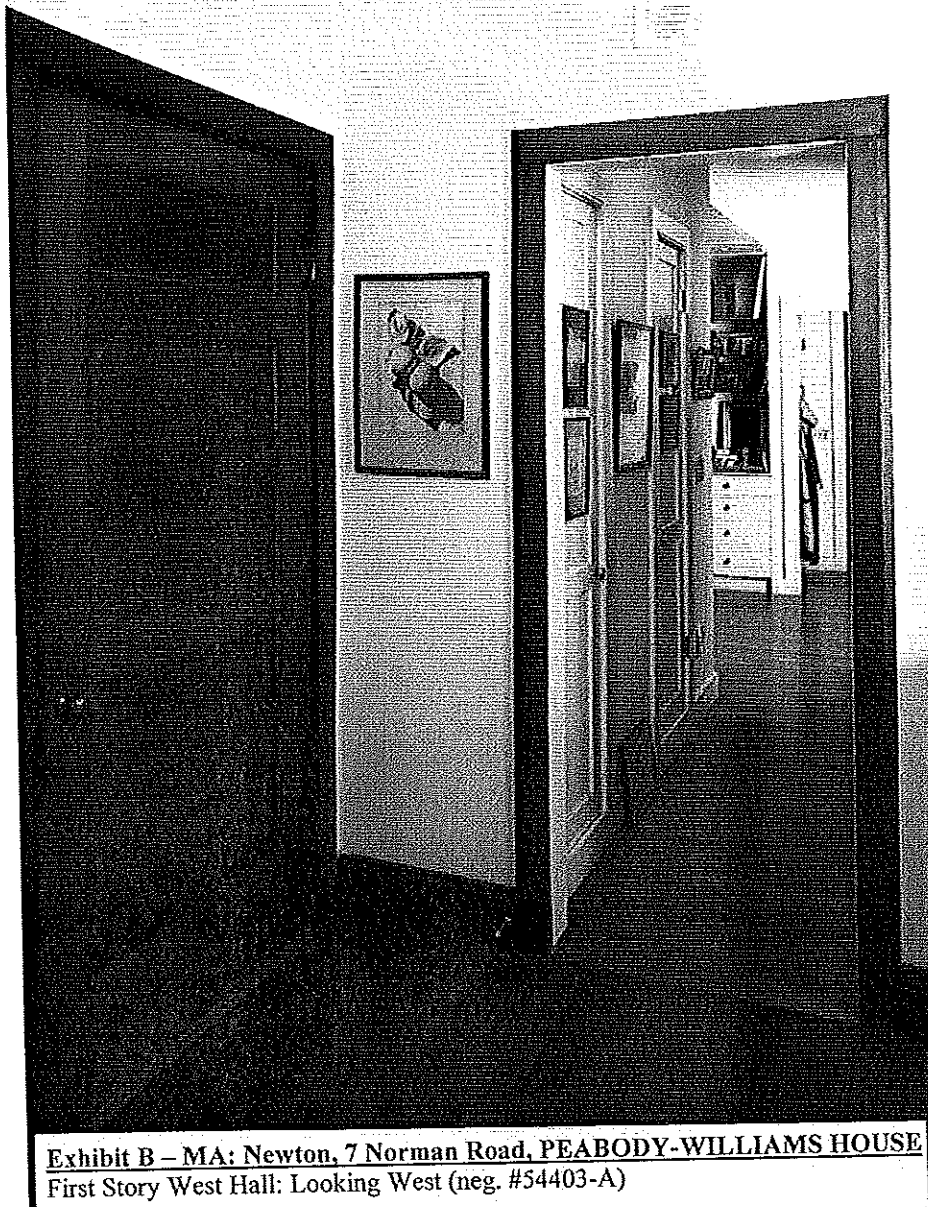


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
First Story West Hall: Looking West (neg. #54403-A)

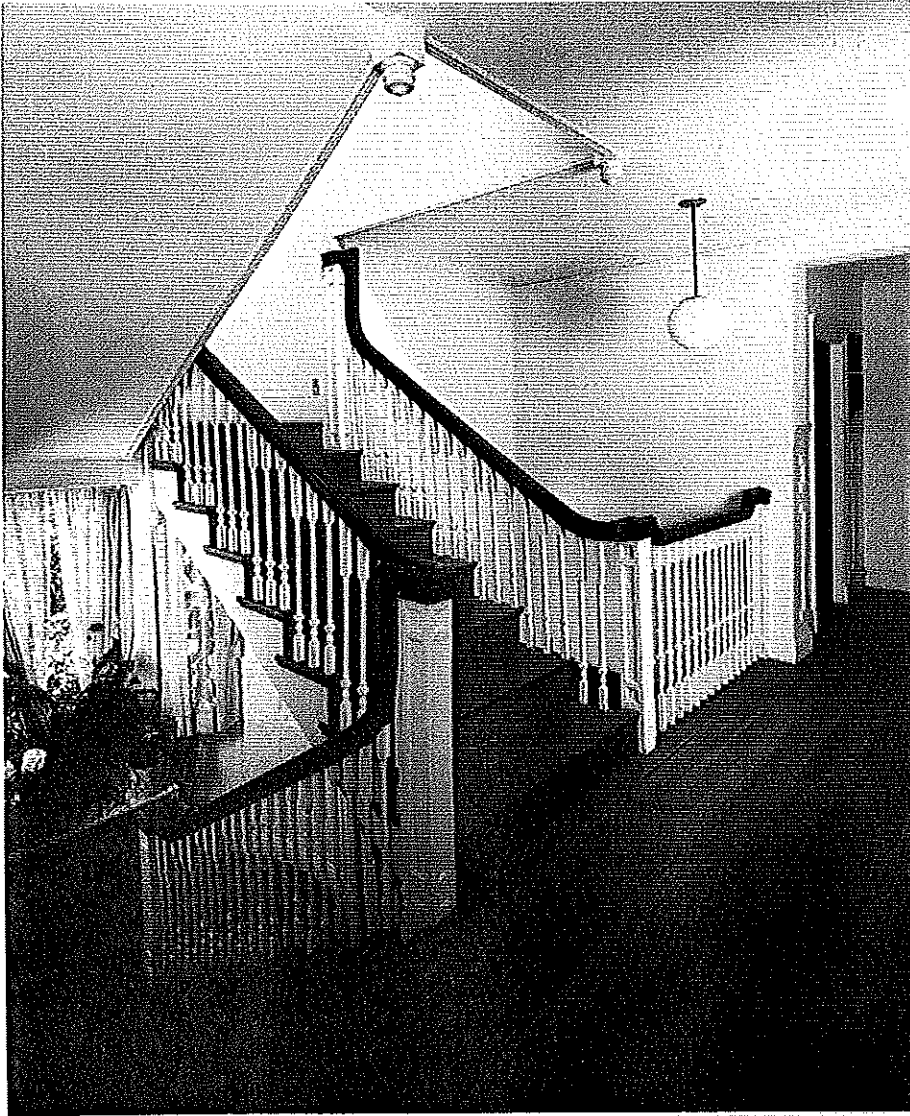


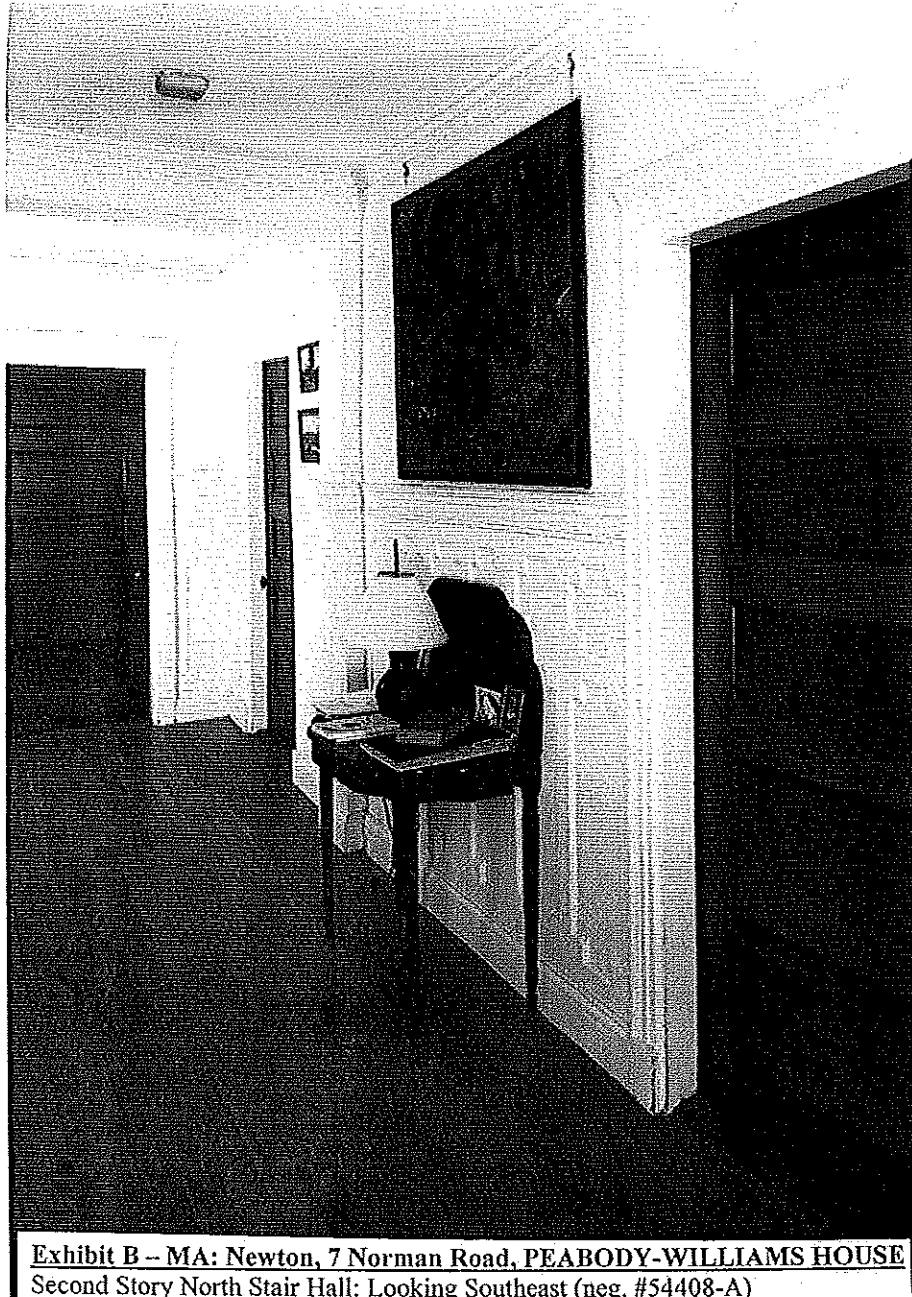
Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story North Stair Hall: Looking Northeast (neg. #54405-A)



Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story North Stair Hall: Looking Northwest (neg. #54406-A)



Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story North Stair Hall: Northeast Corner (neg. #54407-A)



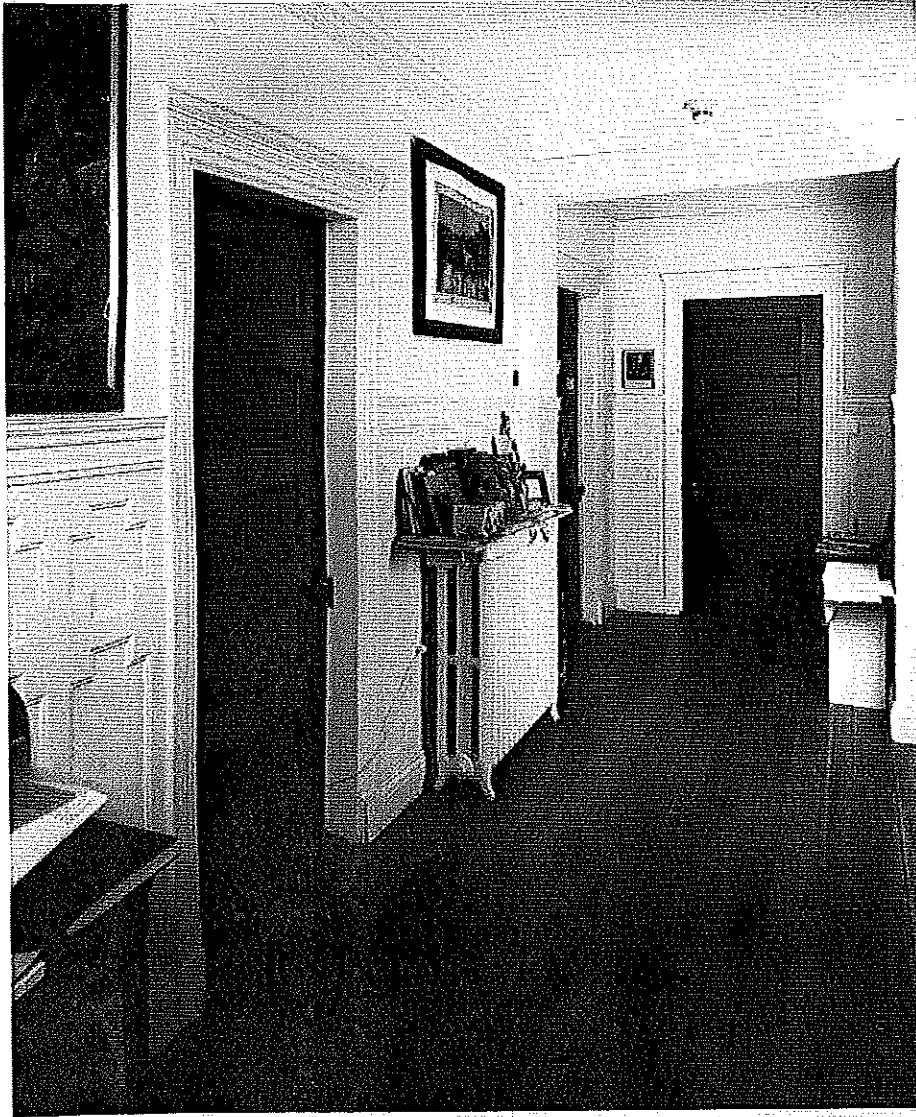


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story North Stair Hall: Looking Southwest (neg. #54409-A)

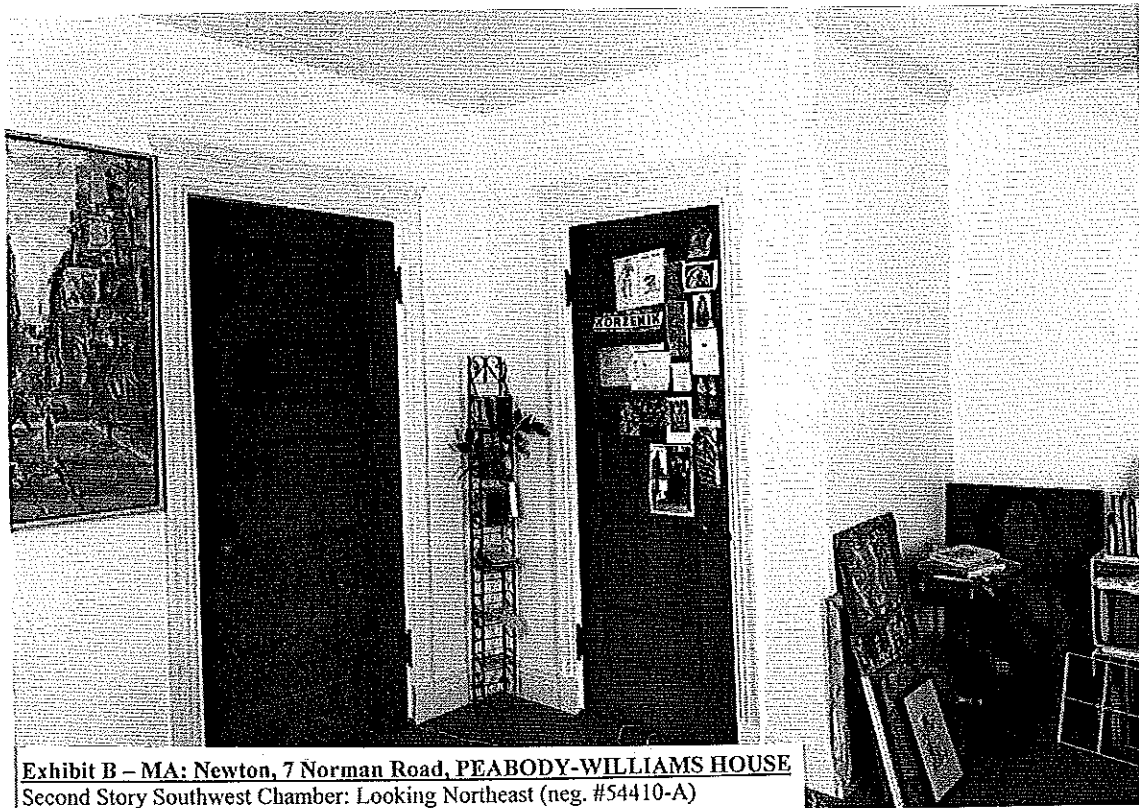


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southwest Chamber: Looking Northeast (neg. #54410-A)

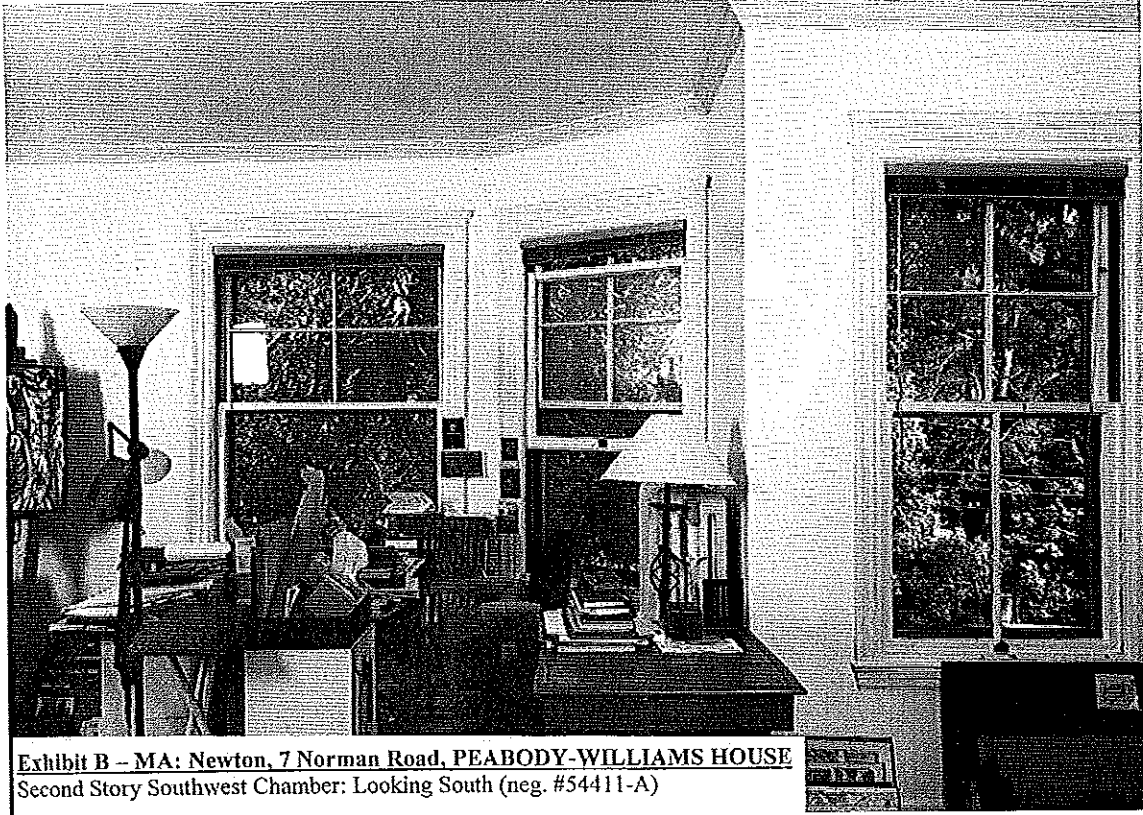


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southwest Chamber: Looking South (neg. #54411-A)

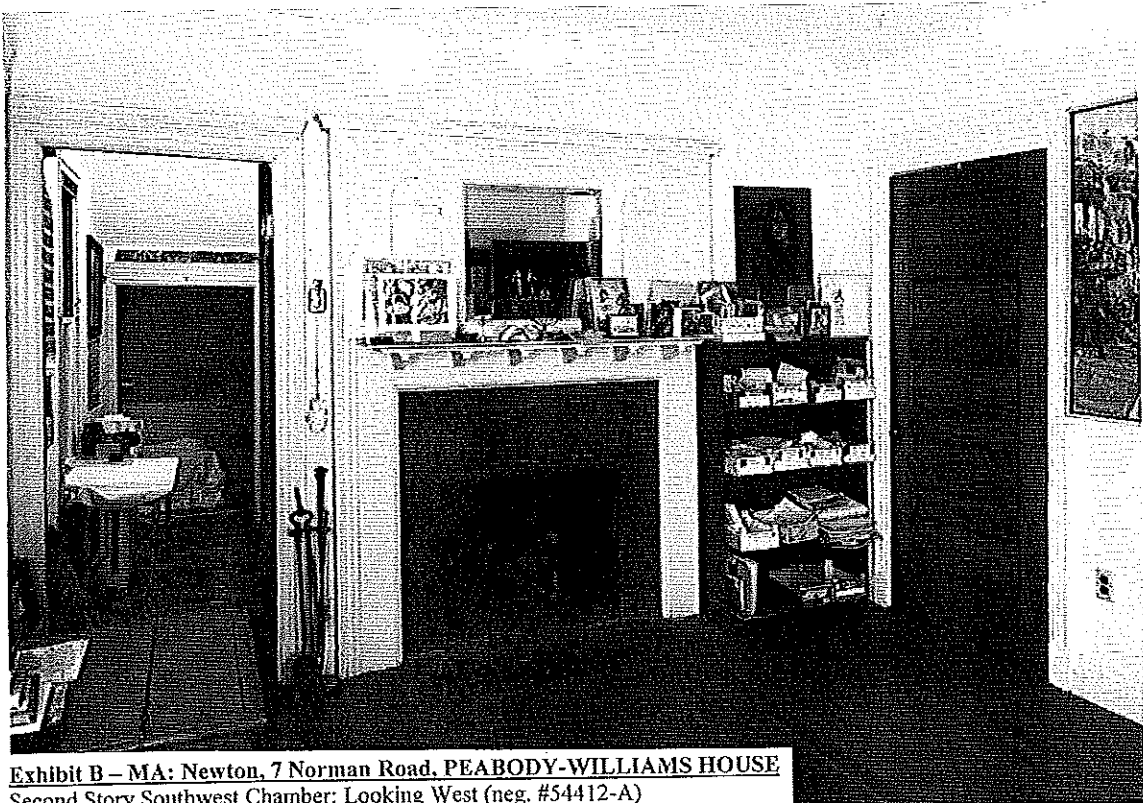


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southwest Chamber: Looking West (neg. #54412-A)

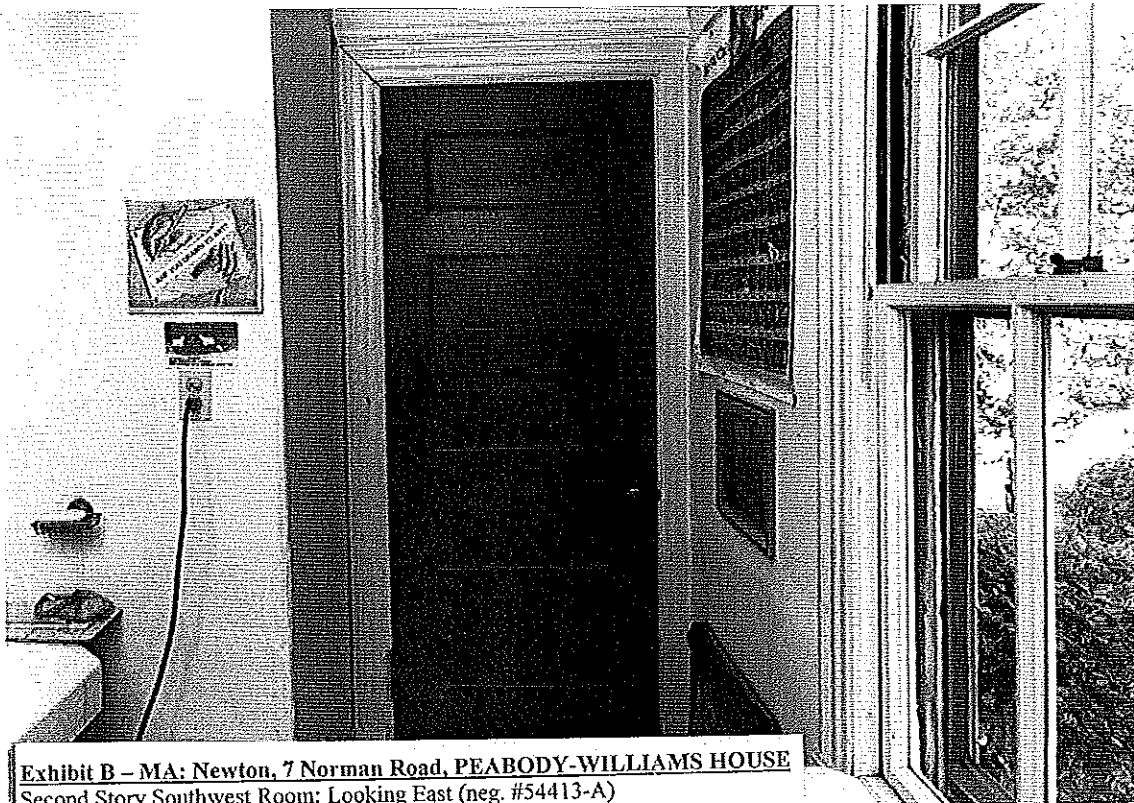


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southwest Room: Looking East (neg. #54413-A)

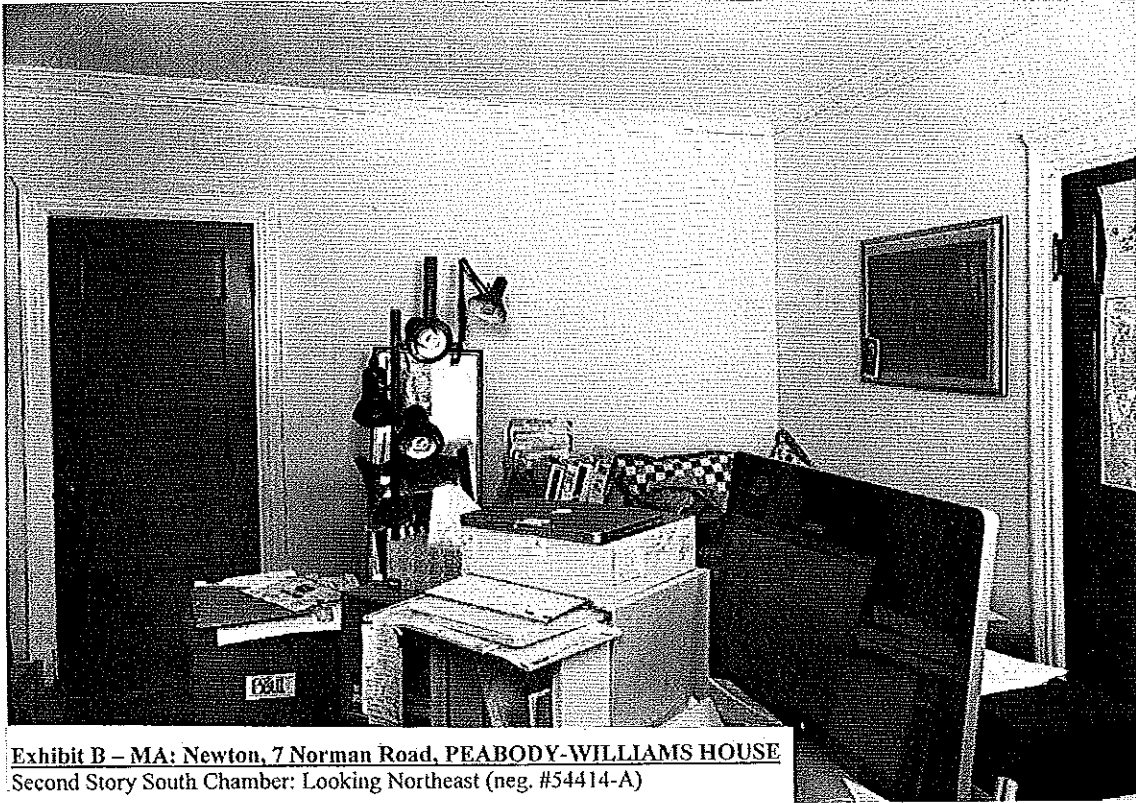


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story South Chamber: Looking Northeast (neg. #54414-A)

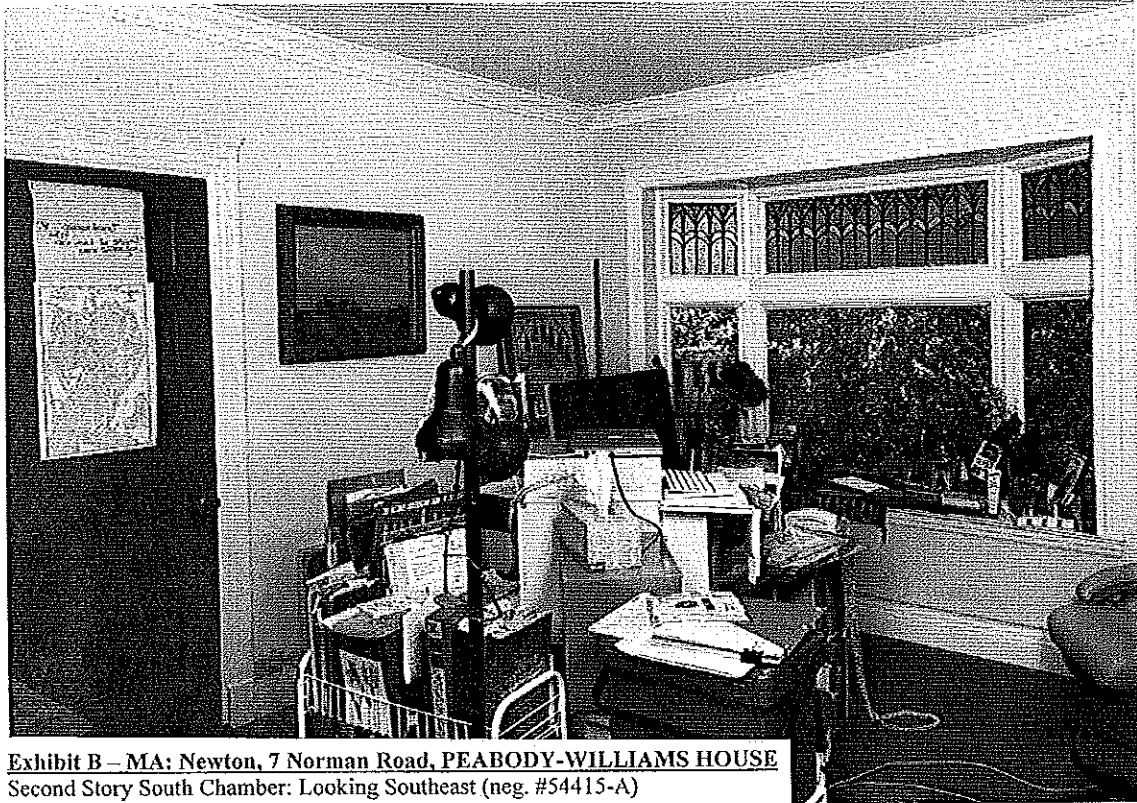


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story South Chamber: Looking Southeast (neg. #54415-A)

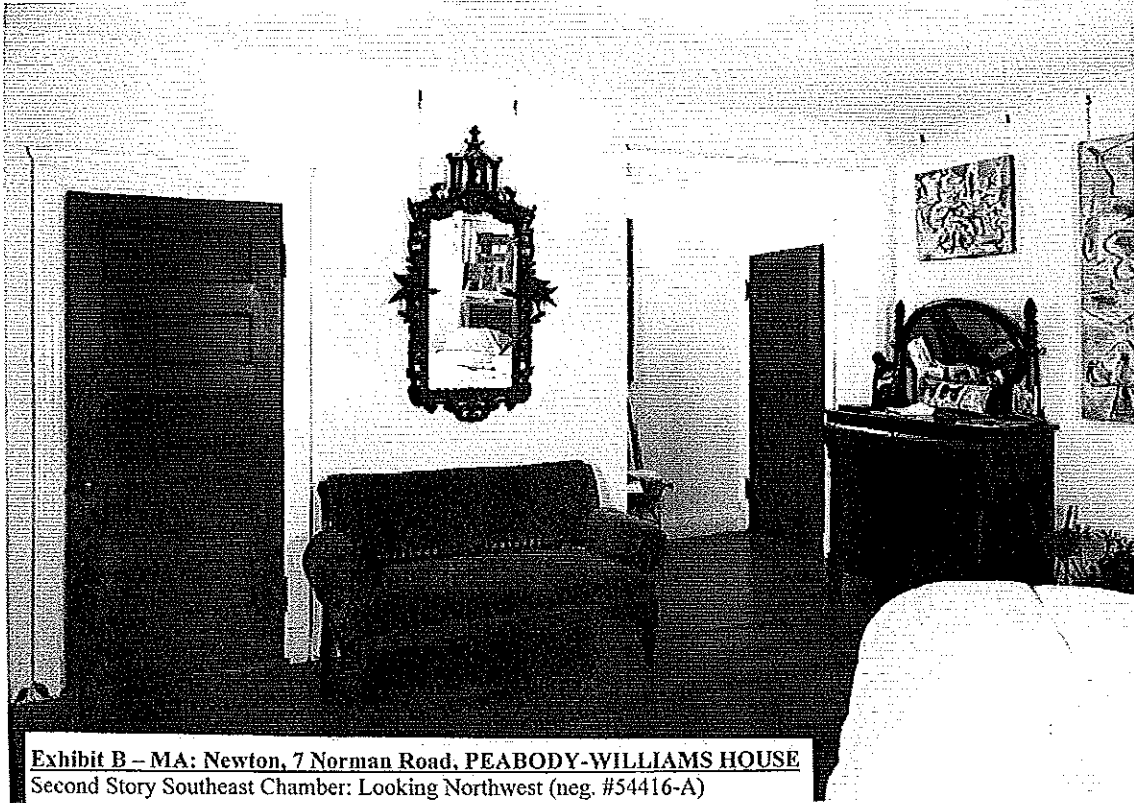


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southeast Chamber: Looking Northwest (neg. #54416-A)

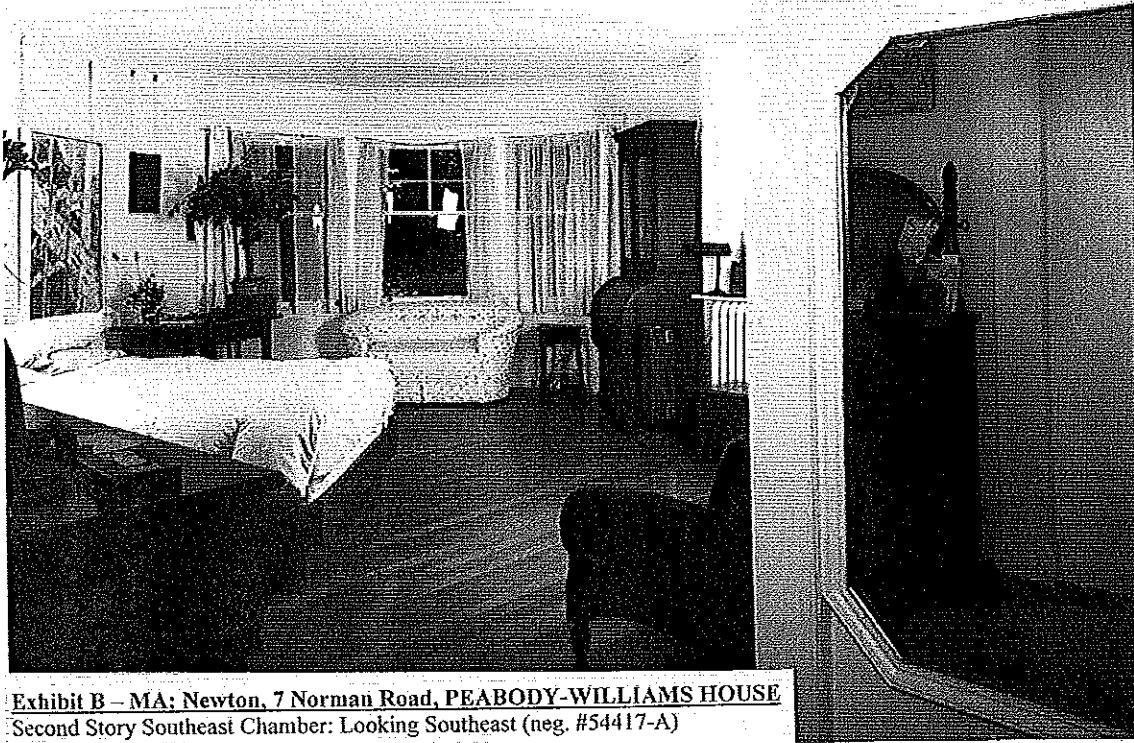


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southeast Chamber: Looking Southeast (neg. #54417-A)

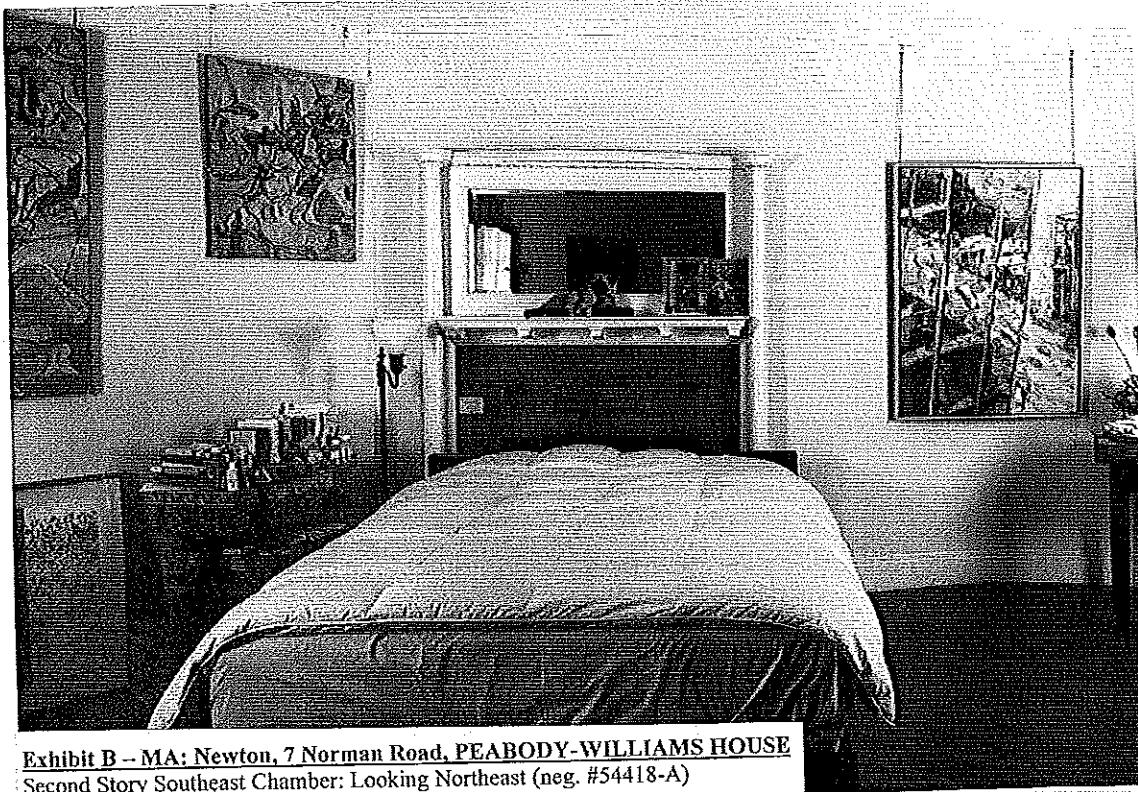


Exhibit B -- MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southeast Chamber: Looking Northeast (neg. #54418-A)

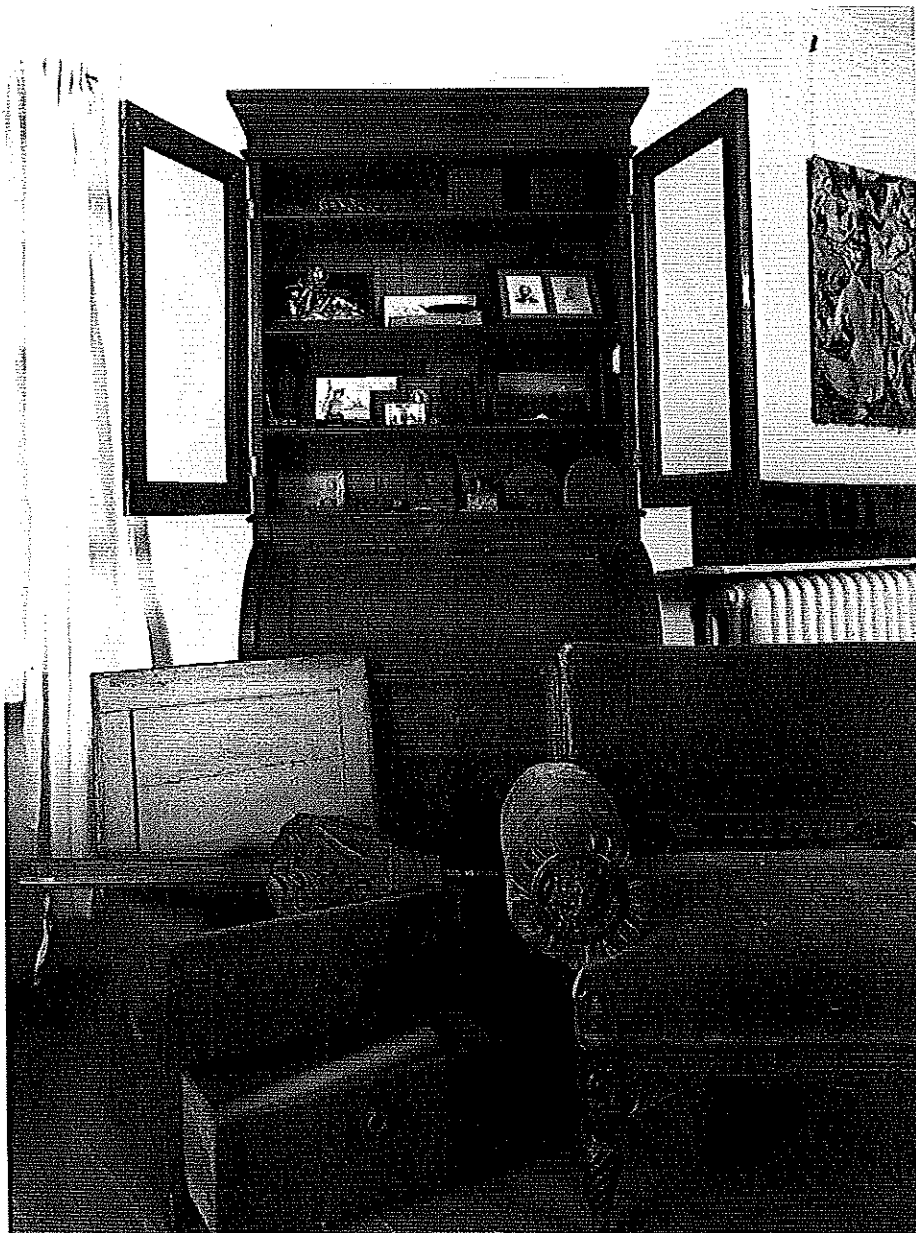


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southeast Chamber: Southwest Corner (neg. #54419-A)



Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Southeast Chamber: Southwest Closet (neg. #54420-A)

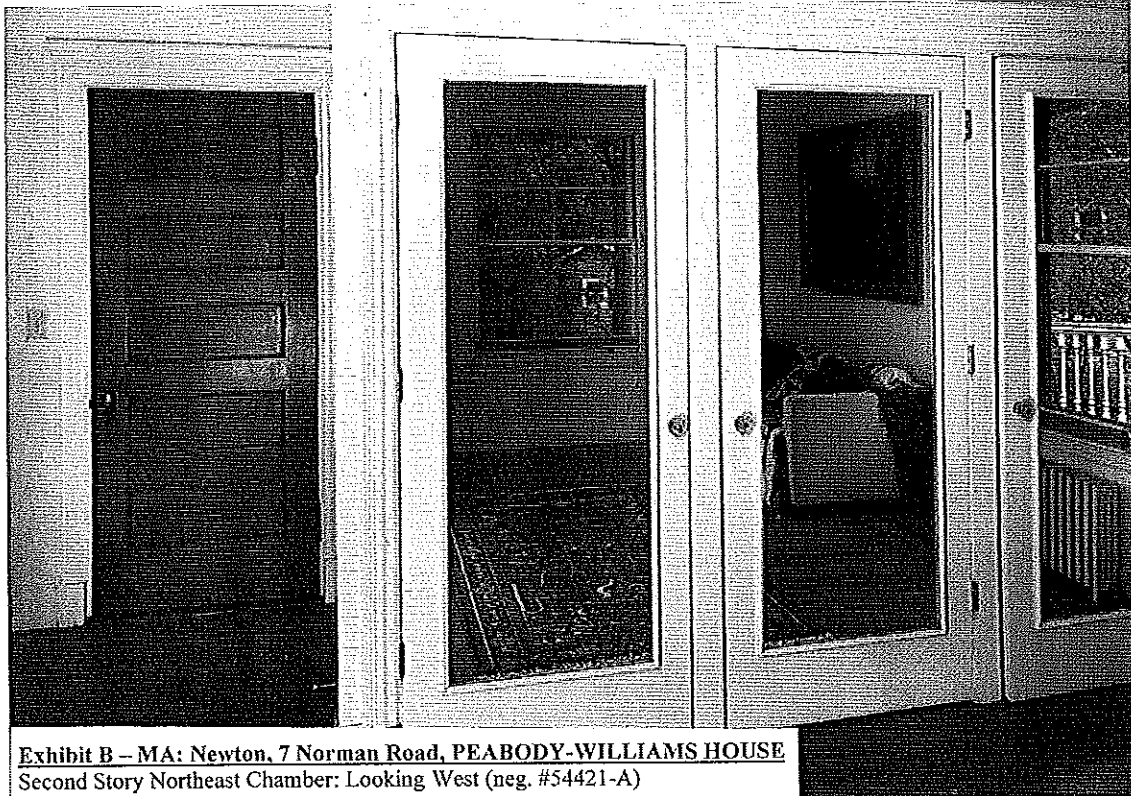


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Northeast Chamber: Looking West (neg. #54421-A)

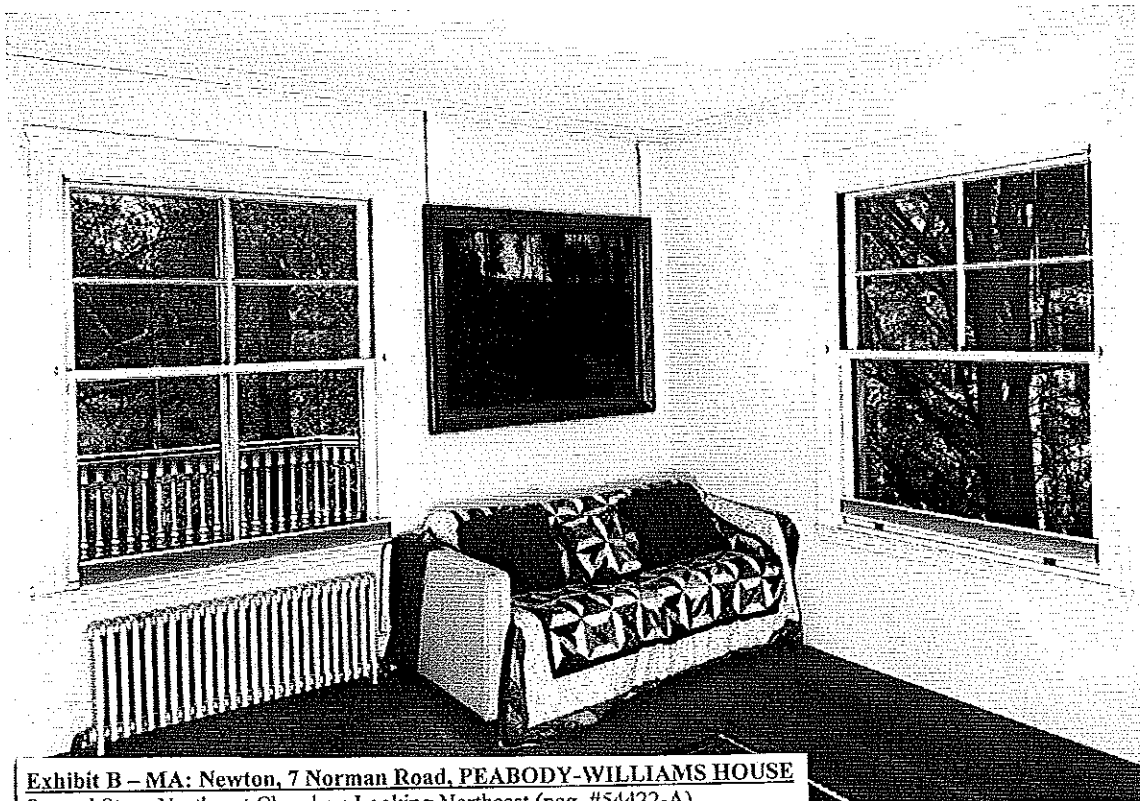


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Northeast Chamber: Looking Northeast (neg. #54422-A)

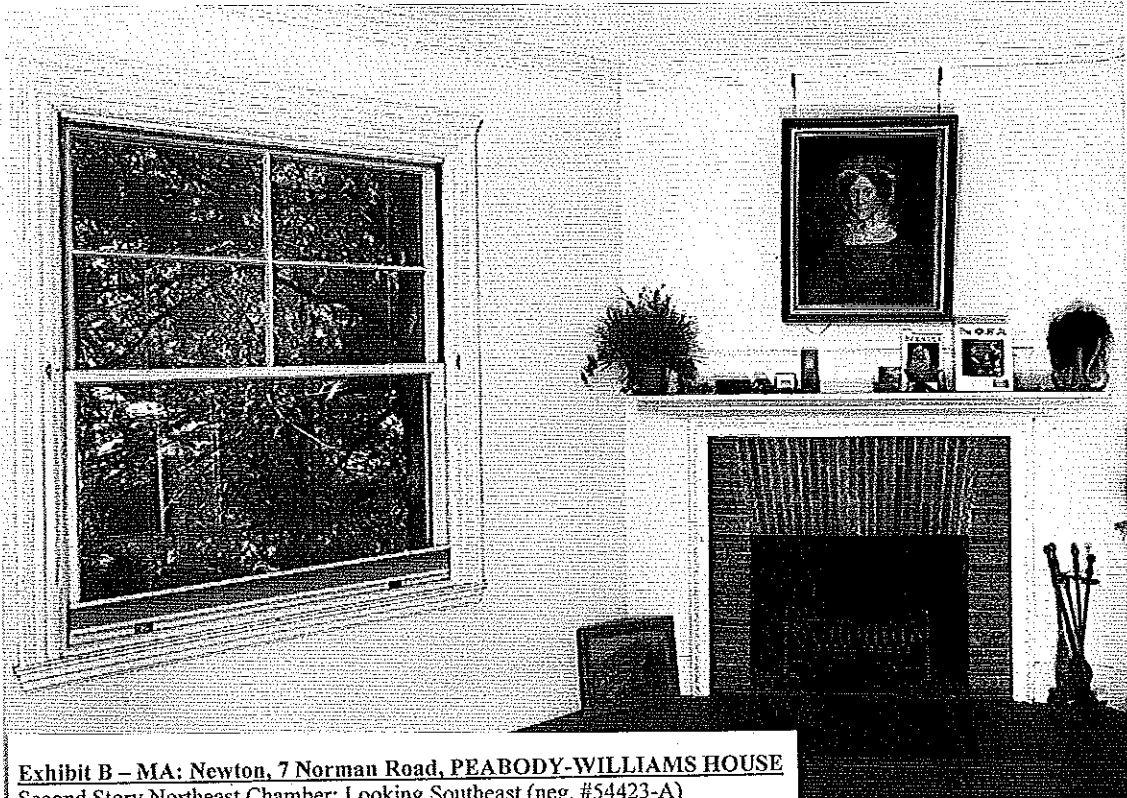


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Northeast Chamber: Looking Southeast (neg. #54423-A)



Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story West Hall: Looking Southeast (neg. #54424-A)

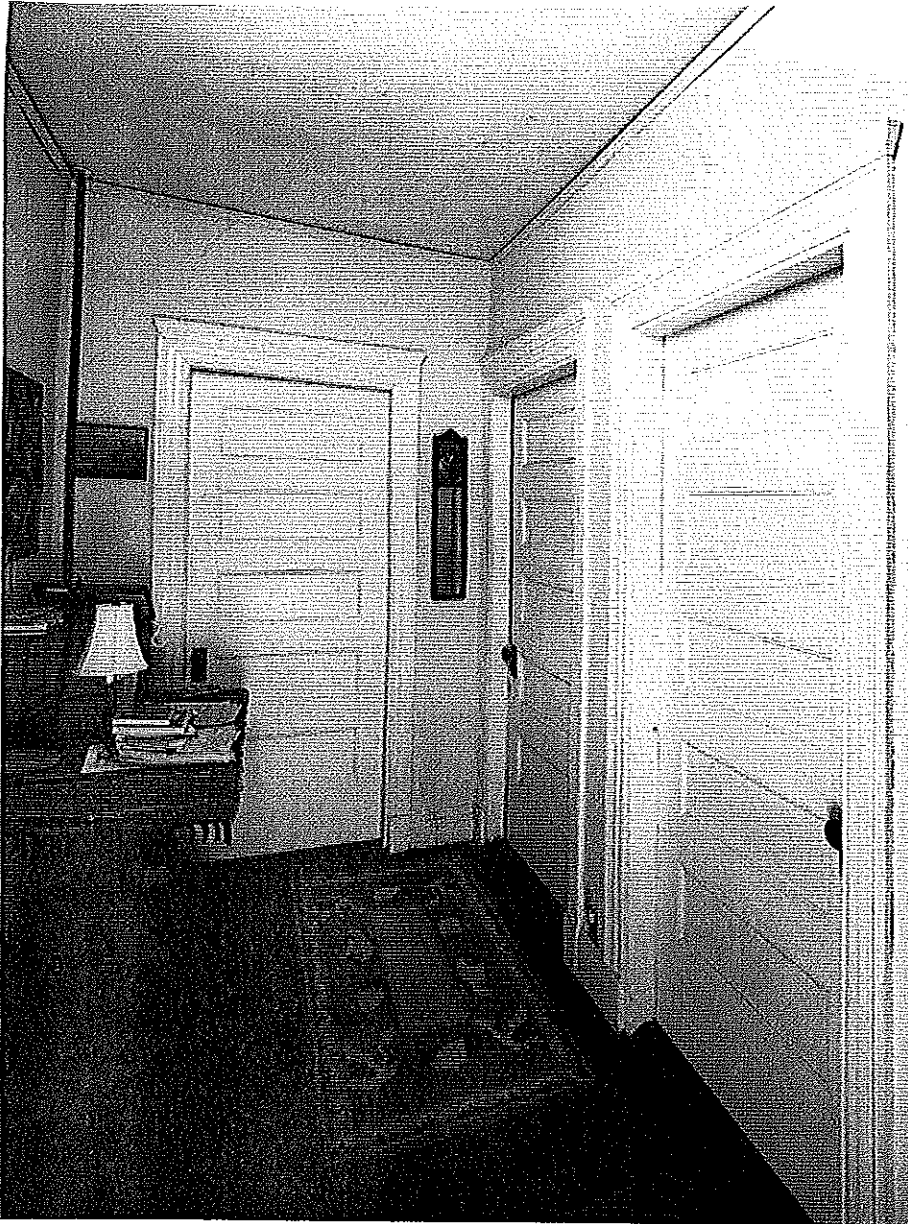


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story West Hall: Looking Northwest (neg. #54425-A)



Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story West Bath: Looking Southeast (neg. #54426-A)

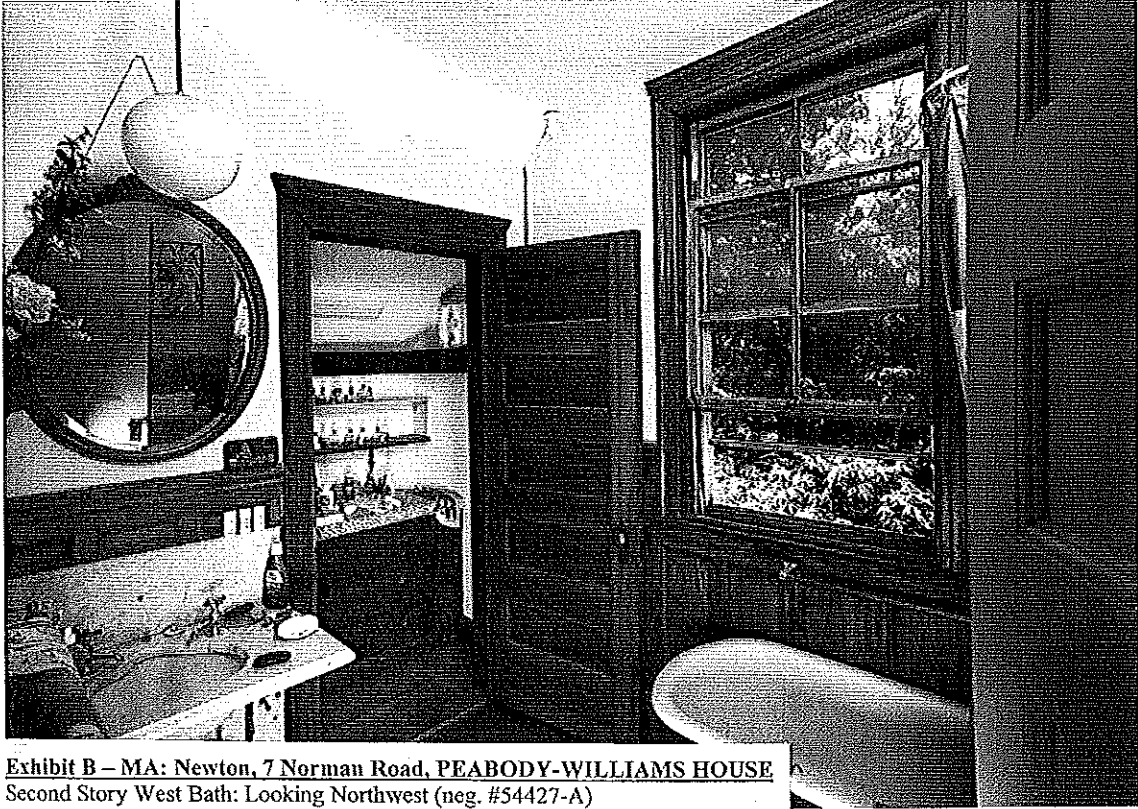


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story West Bath: Looking Northwest (neg. #54427-A)

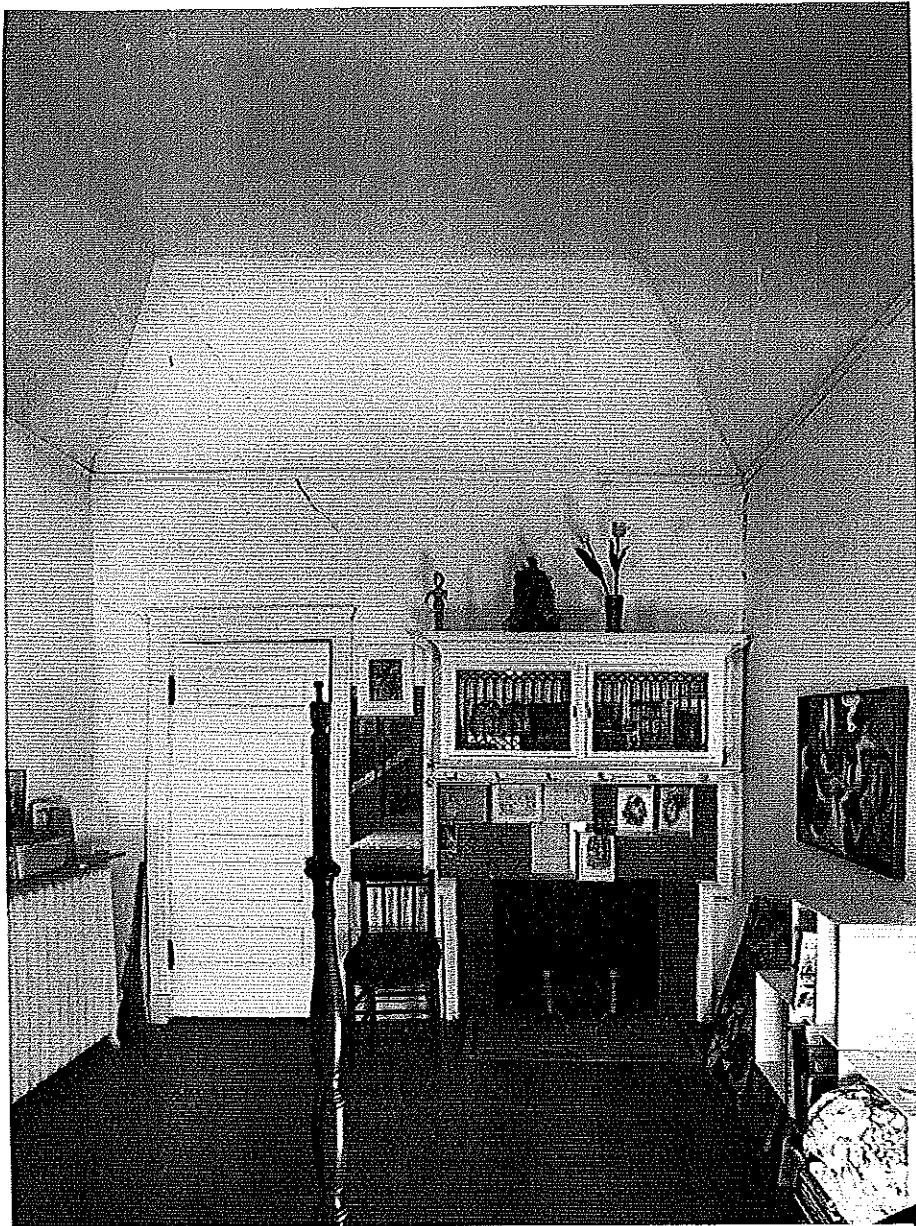


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story West Chamber: Looking East (neg. #54428-A)

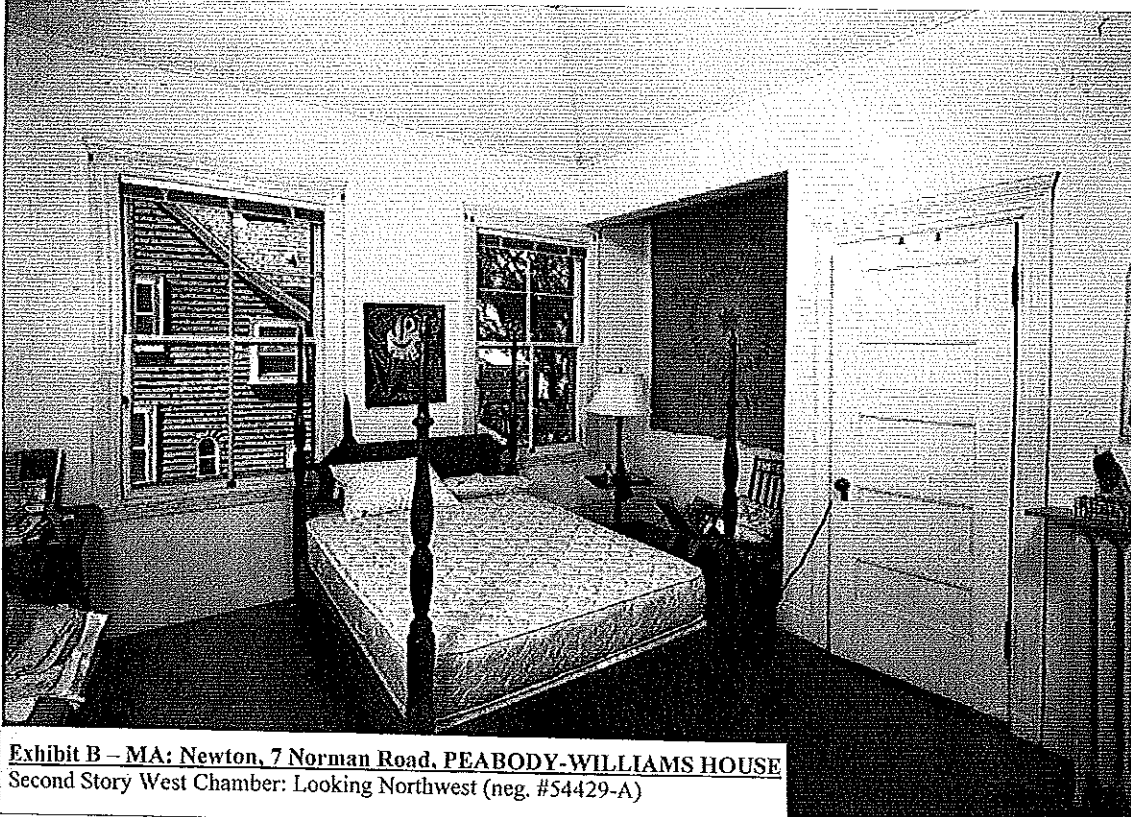


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story West Chamber: Looking Northwest (neg. #54429-A)

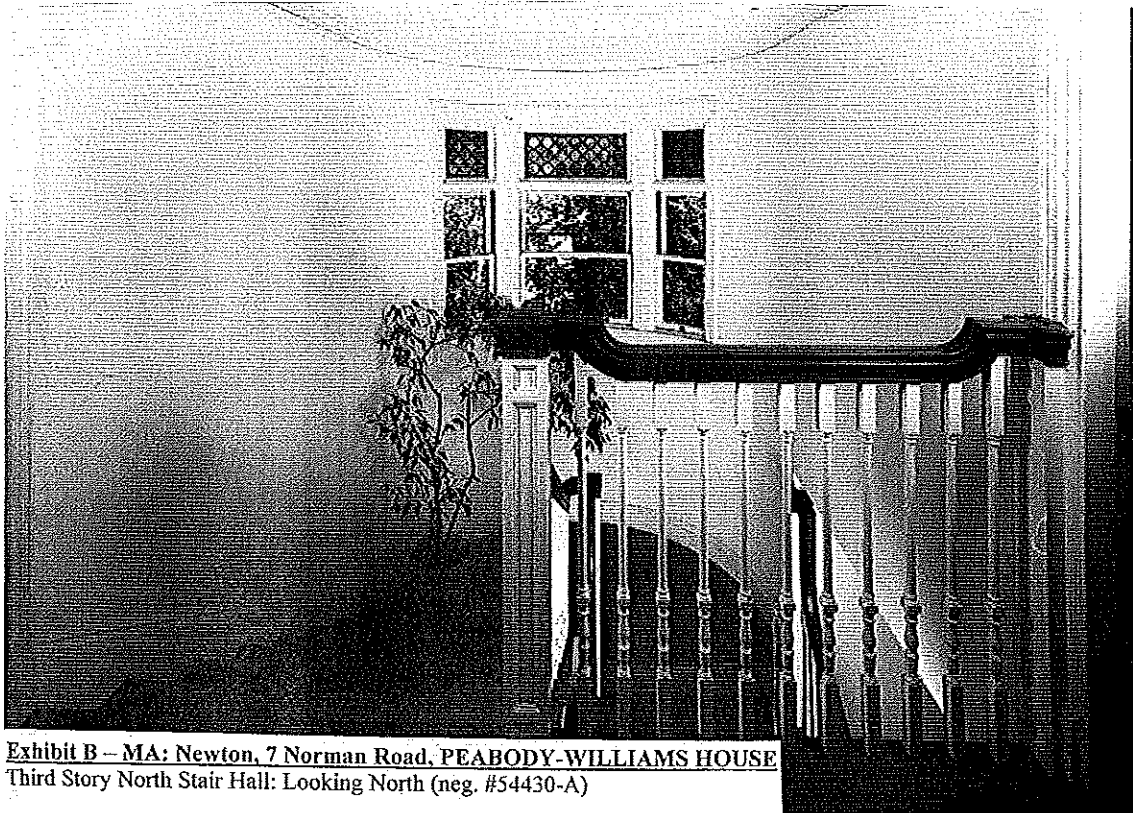


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story North Stair Hall: Looking North (neg. #54430-A)

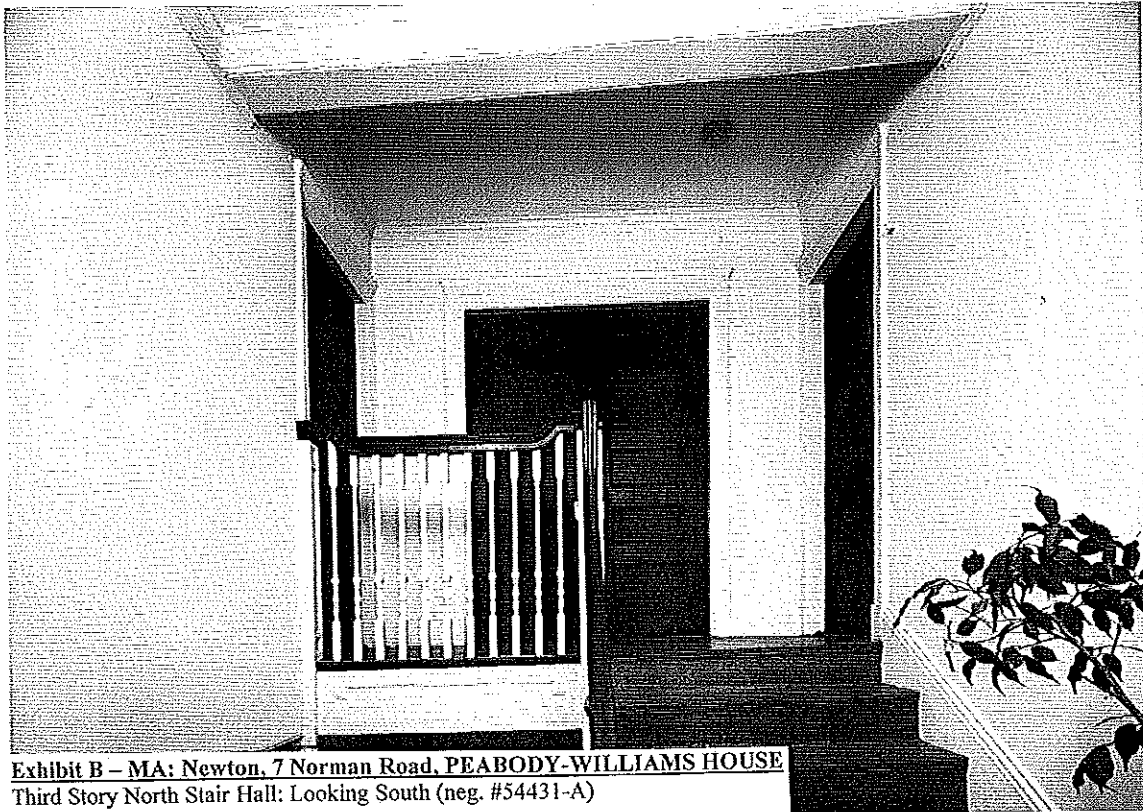


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story North Stair Hall: Looking South (neg. #54431-A)

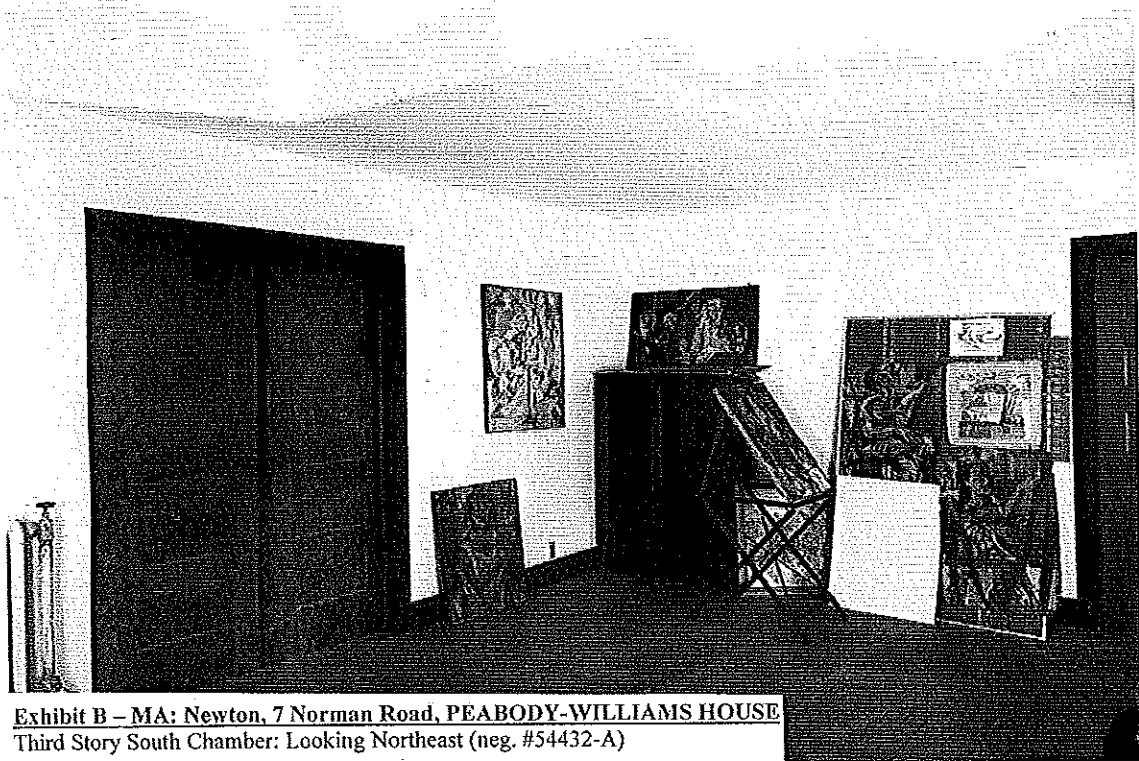


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story South Chamber: Looking Northeast (neg. #54432-A)

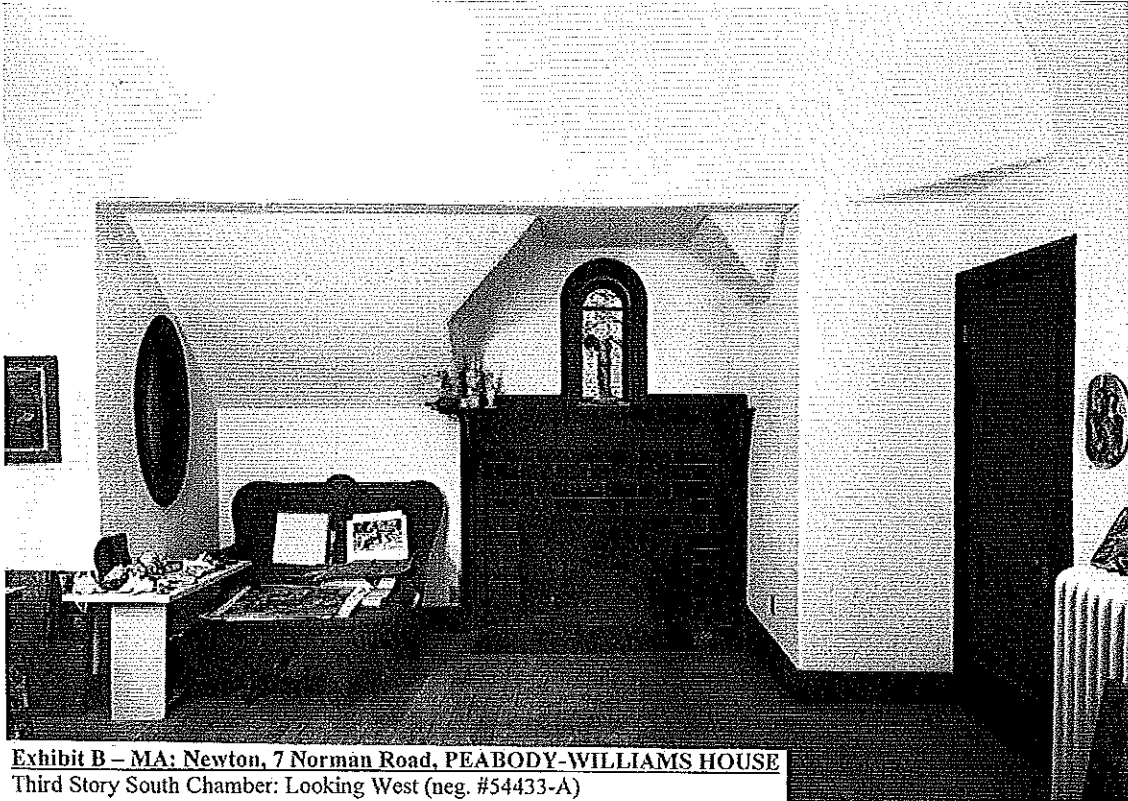


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story South Chamber: Looking West (neg. #54433-A)



Exhibit B -- MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story South Chamber: Looking South (neg. #54434-A)

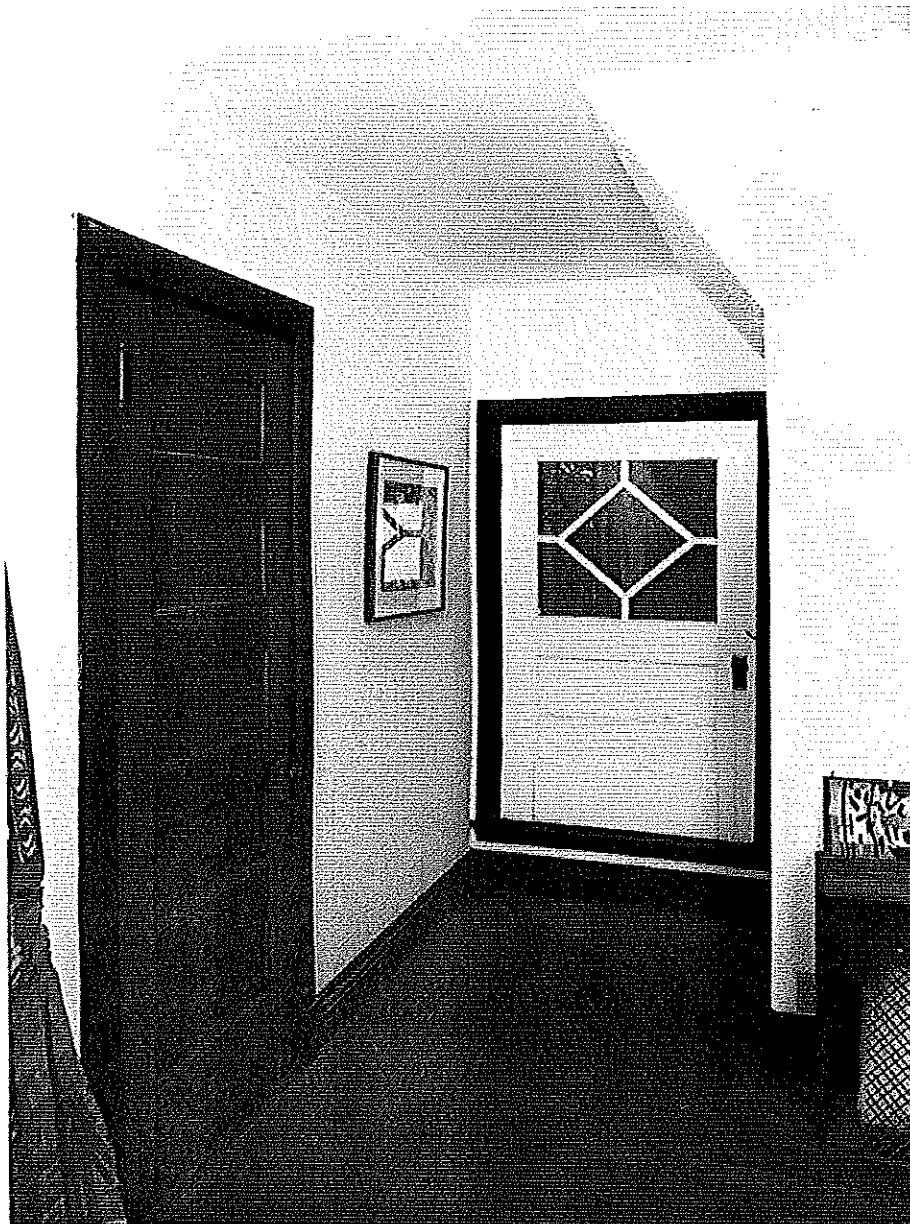


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story South Chamber: Looking Southeast (neg. #54435-A)

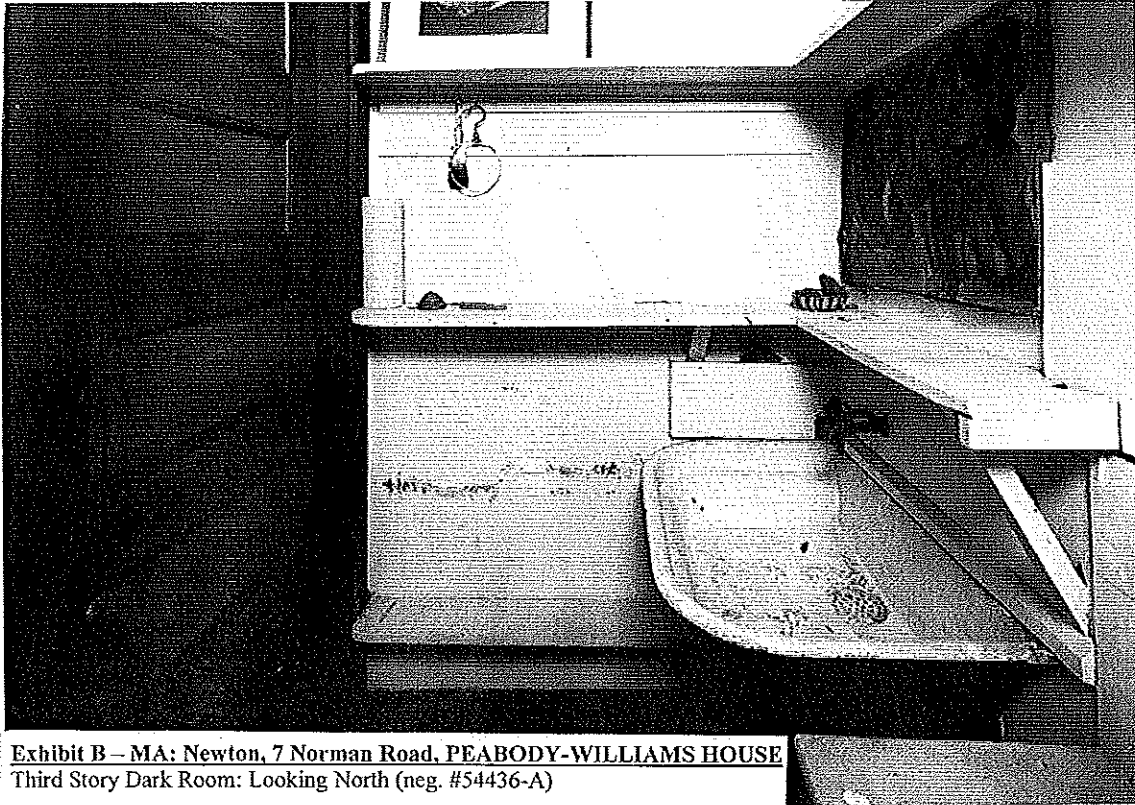


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Dark Room: Looking North (neg. #54436-A)

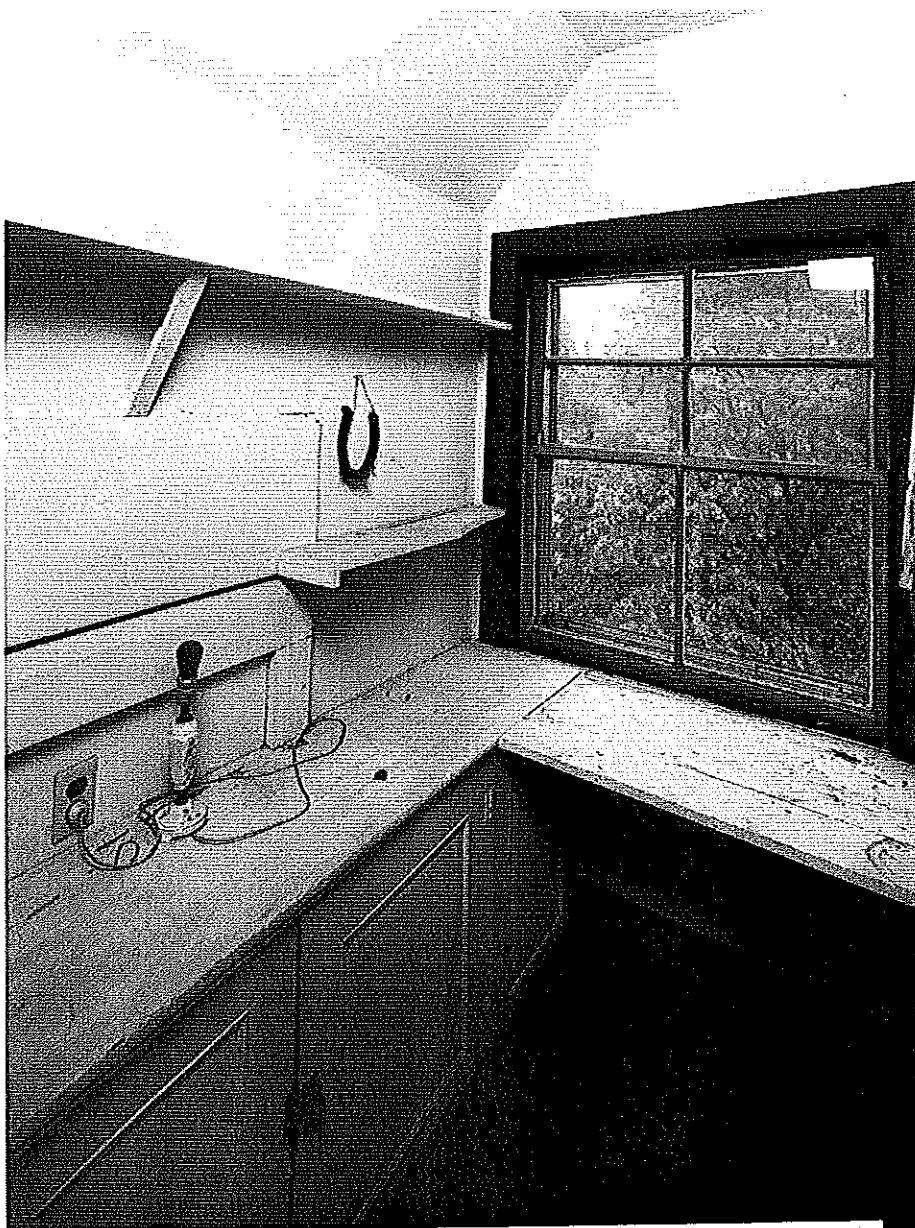


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Dark Room: Looking Southeast (neg. #54437-A)

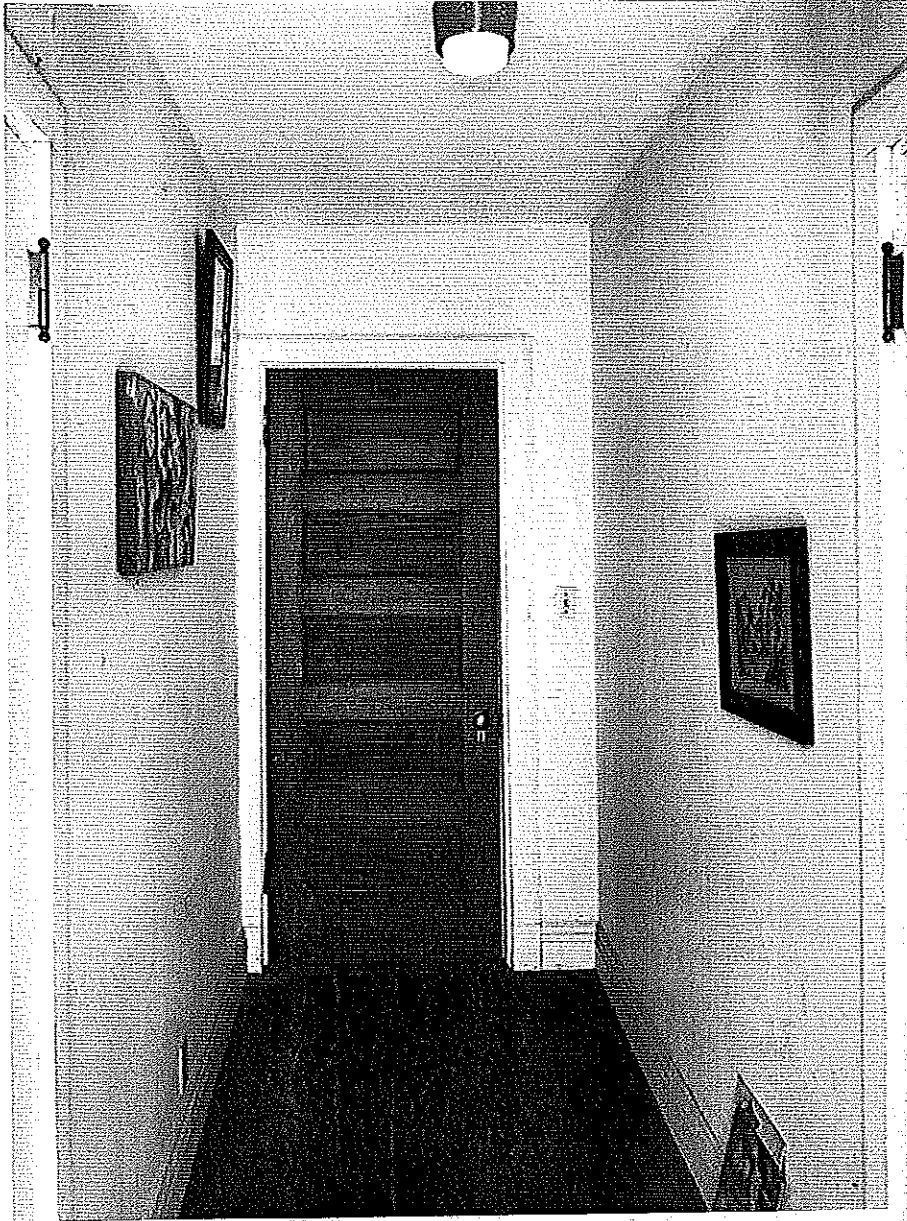


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story East Hall: Looking West (neg. #54438-A)

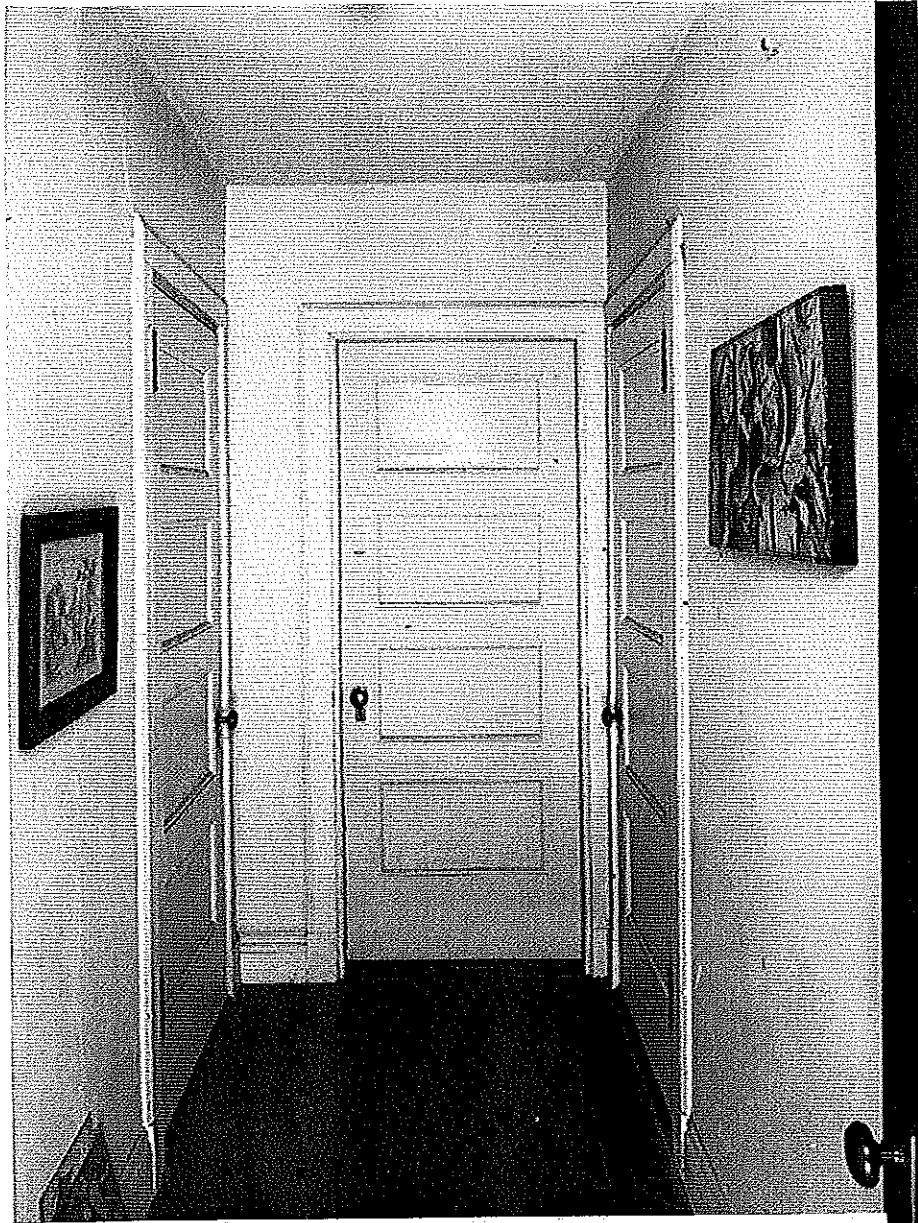


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story East Hall: Looking East (neg. #54439-A)

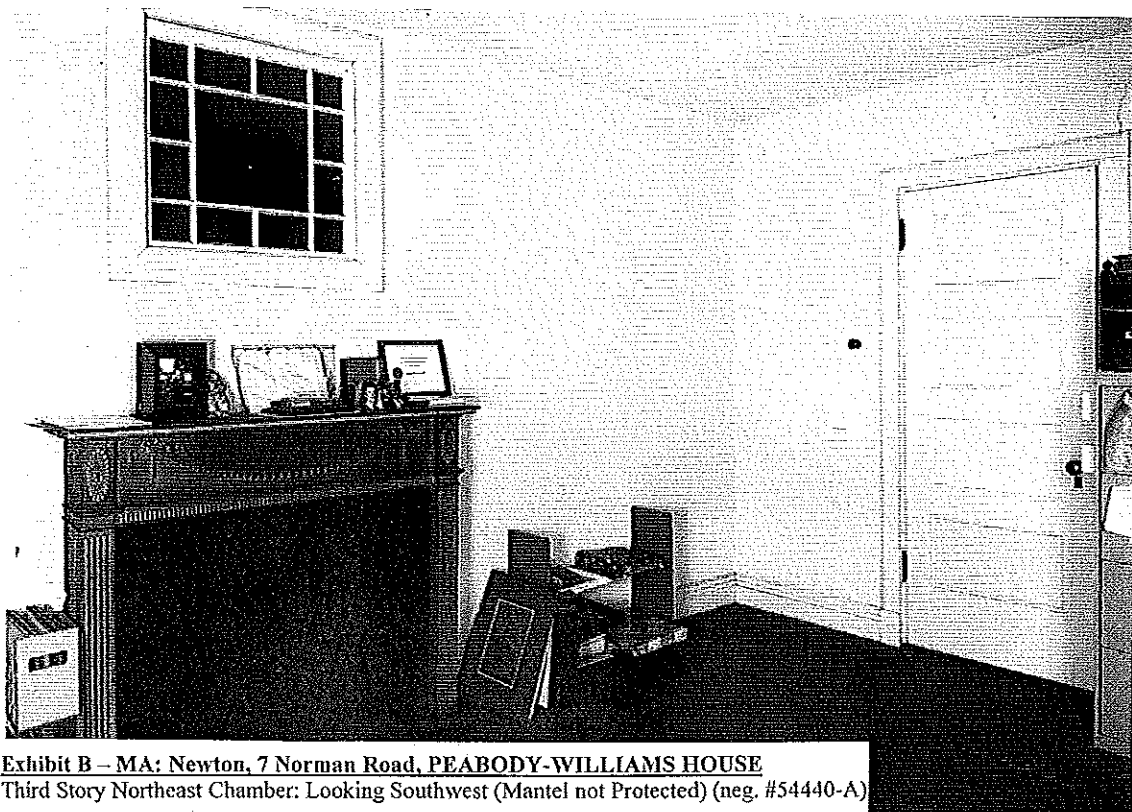


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Northeast Chamber: Looking Southwest (Mantel not Protected) (neg. #54440-A)

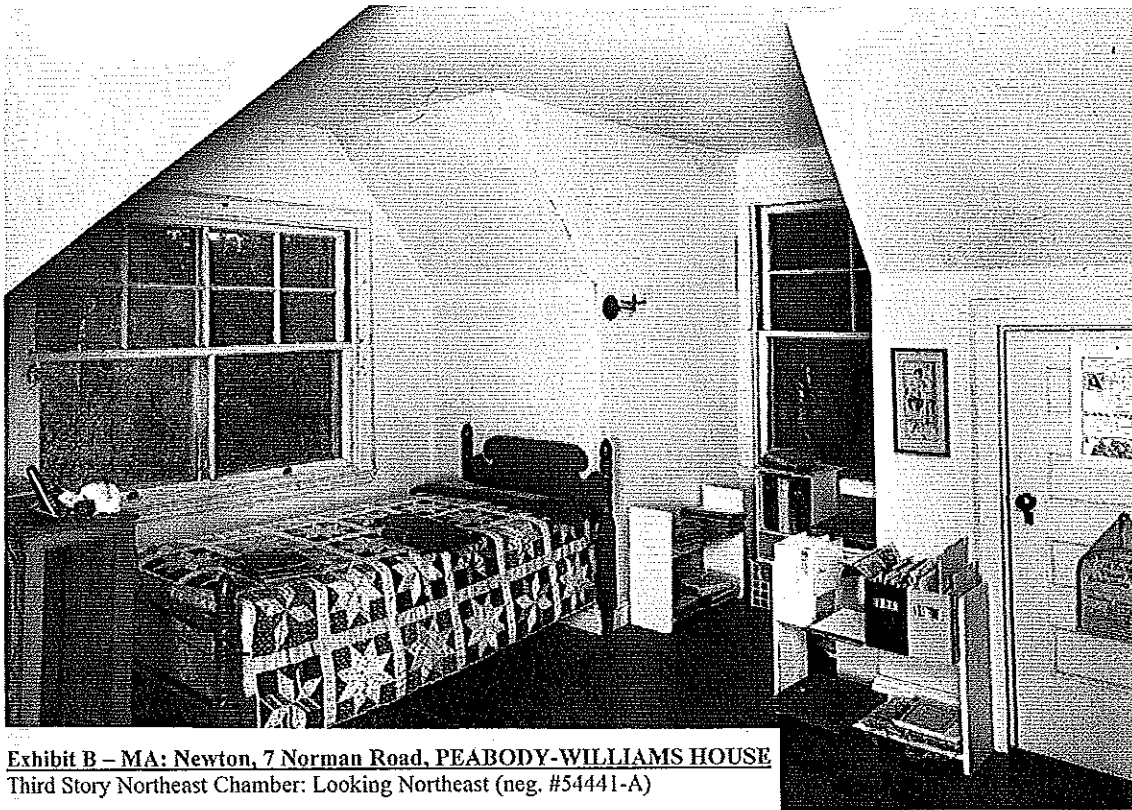


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Northeast Chamber: Looking Northeast (neg. #54441-A)

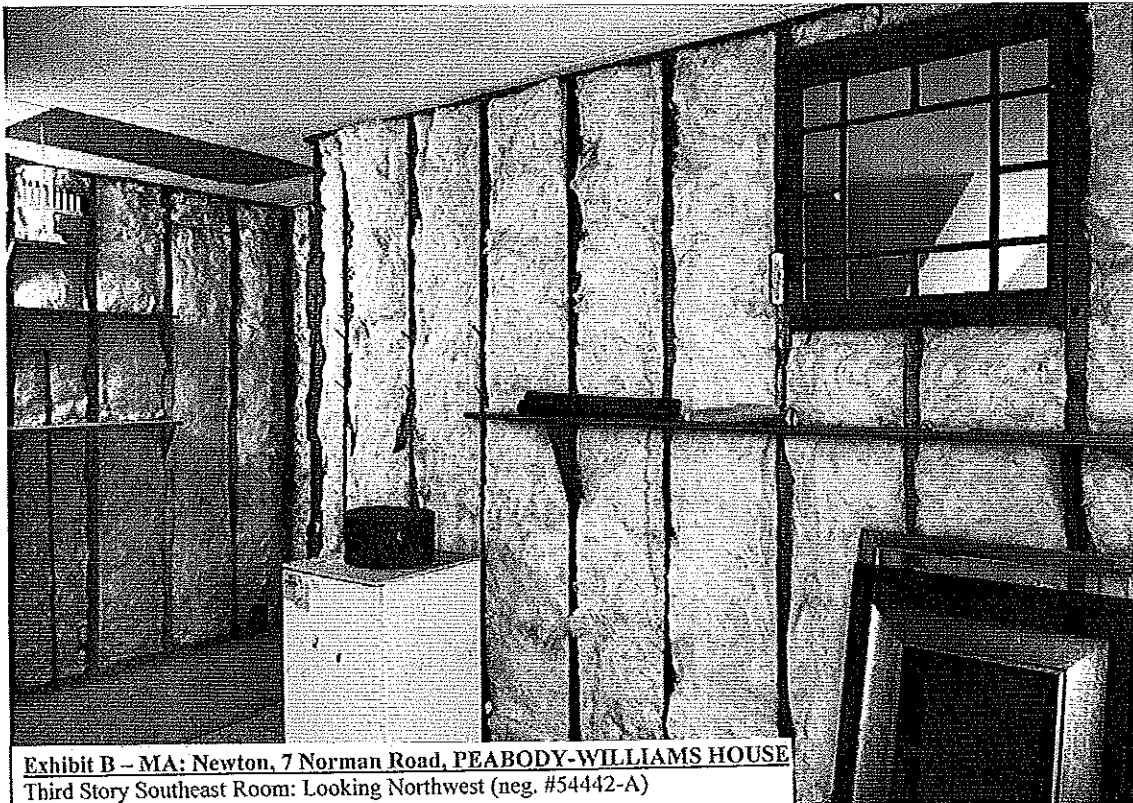


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Southeast Room: Looking Northwest (neg. #54442-A)



Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Southeast Room: Looking Southeast (neg. #54443-A)



Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Northwest Stair Hall: Looking Southeast (neg. #54444-A)

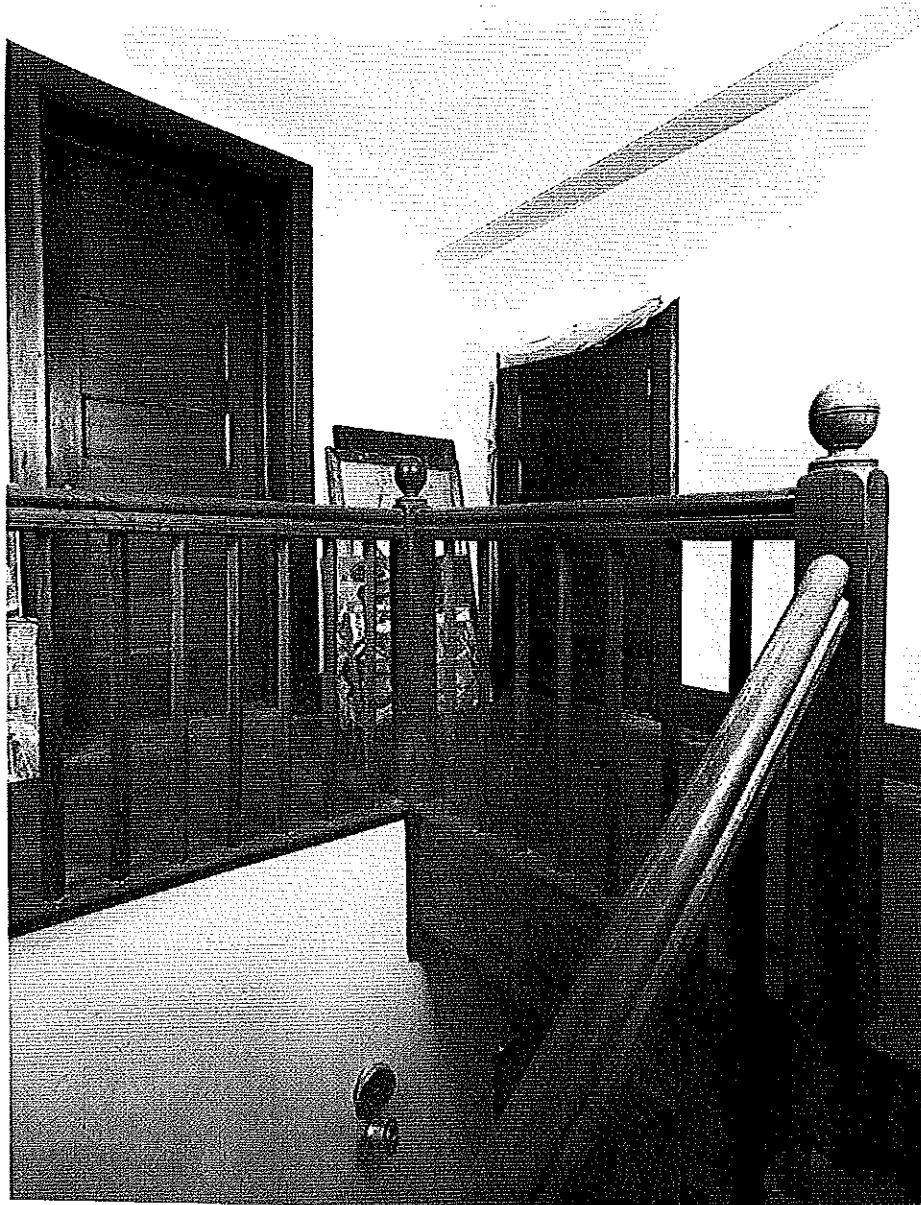


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Northwest Stair Hall: Looking Southwest (neg. #54445-A)

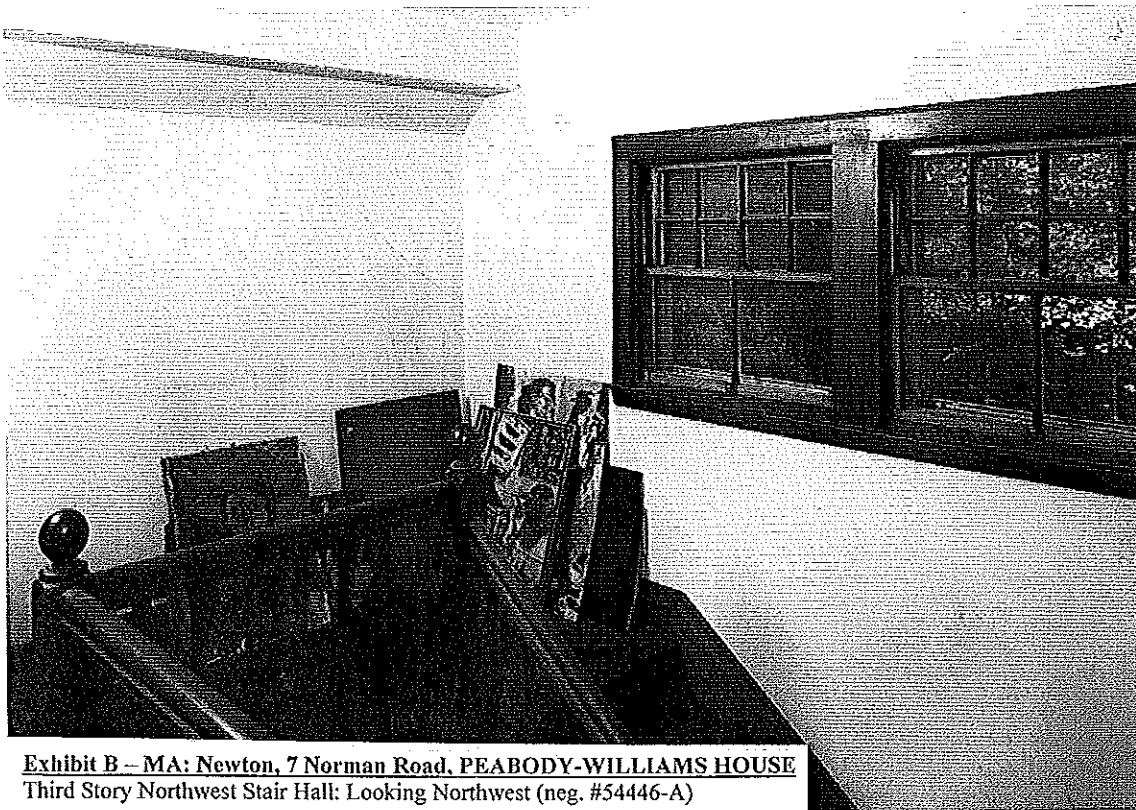


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Third Story Northwest Stair Hall: Looking Northwest (neg. #54446-A)



Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Northwest Stairhall: Looking Northeast (neg. #54447-A)

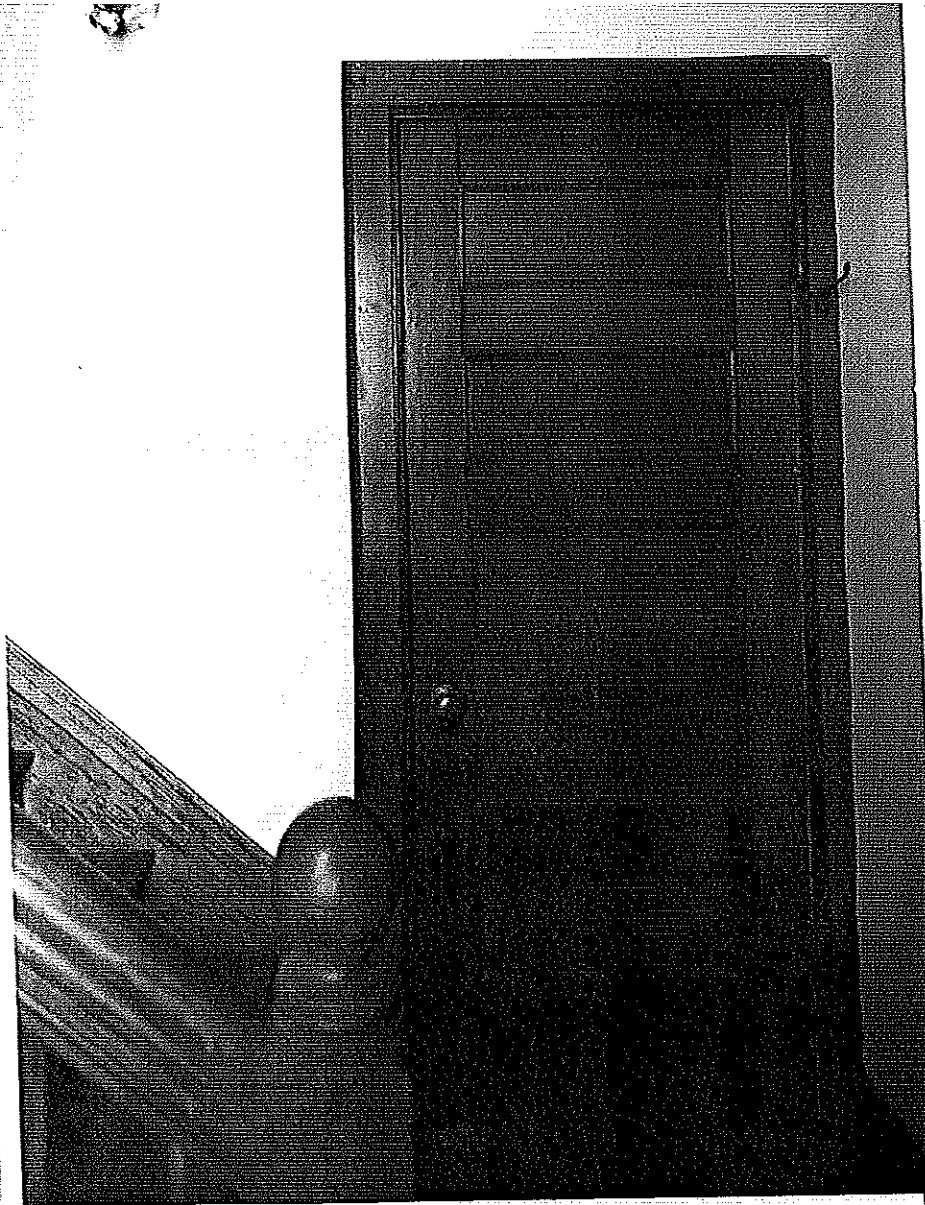


Exhibit B - MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Second Story Northwest Stairhall: Looking South (neg. #54448-A)

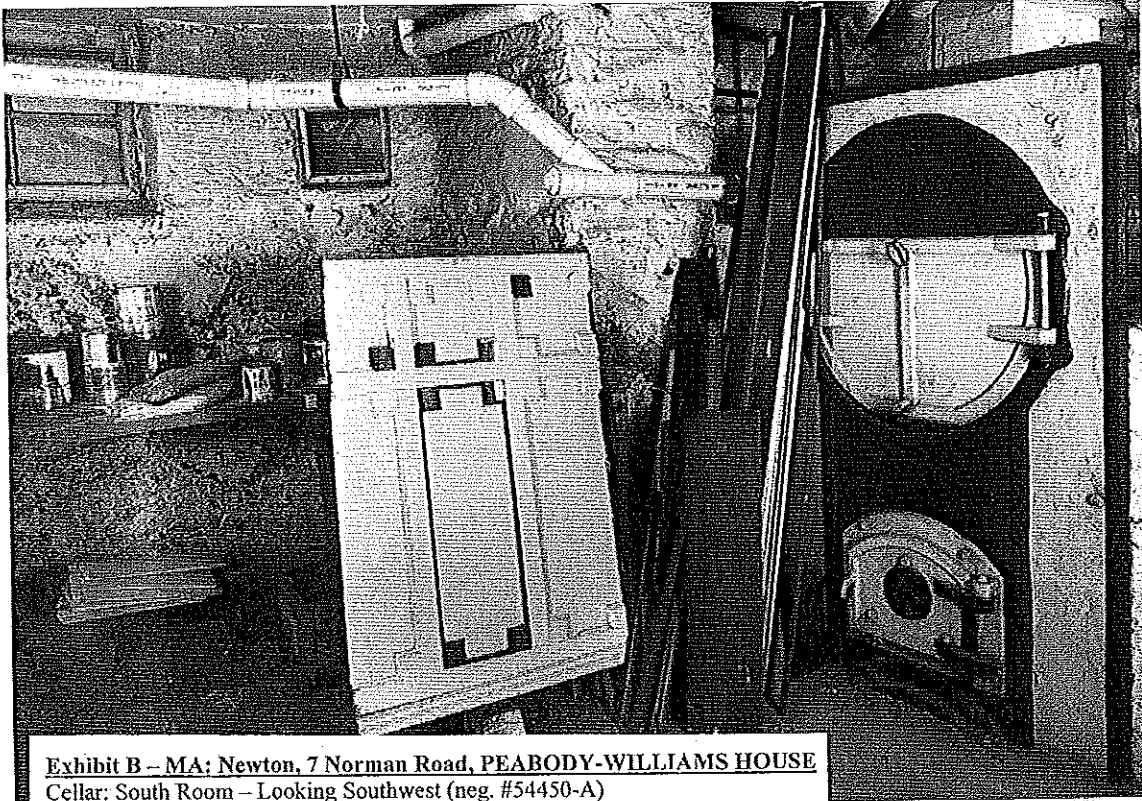


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Cellar: South Room – Looking Southwest (neg. #54450-A)

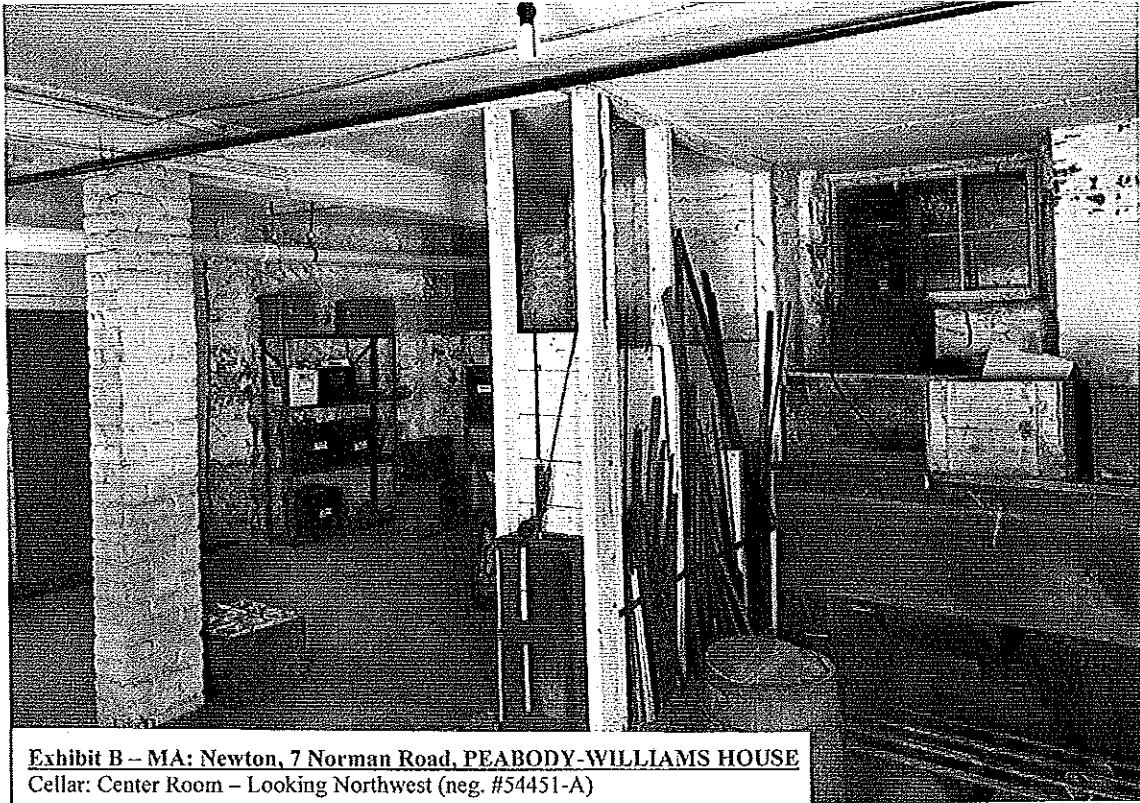


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Cellar: Center Room – Looking Northwest (neg. #54451-A)

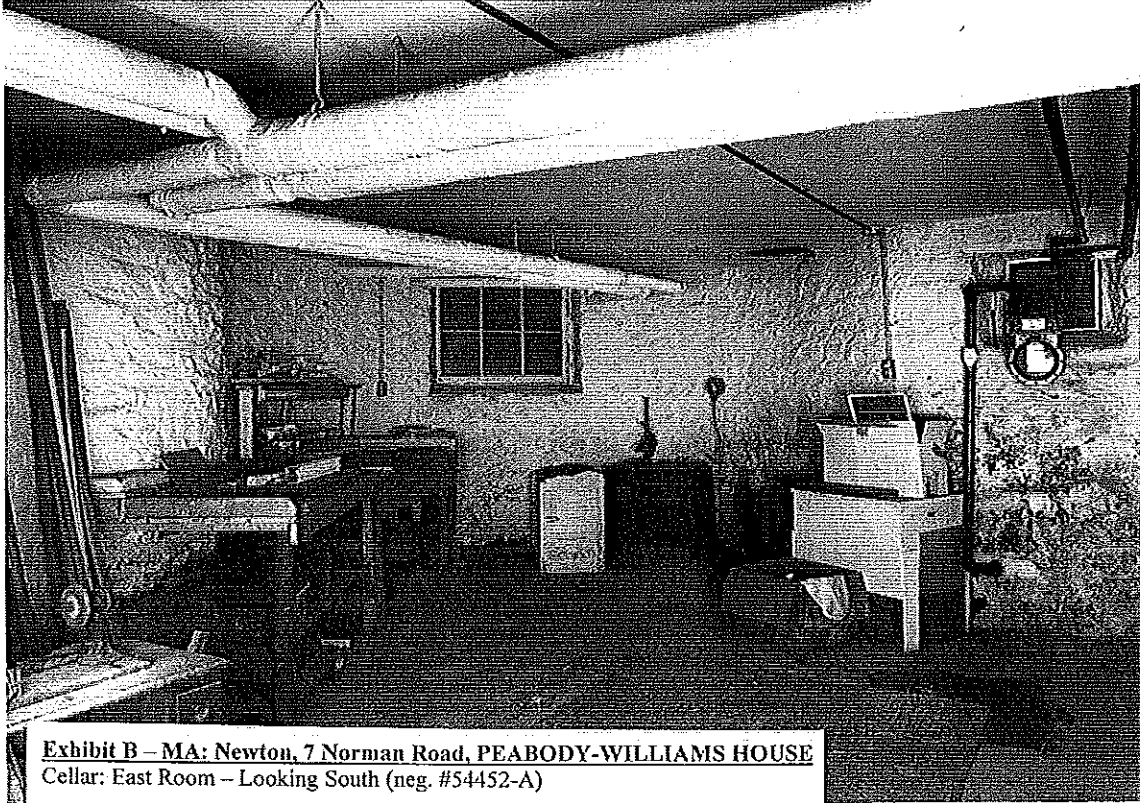


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Cellar: East Room – Looking South (neg. #54452-A)

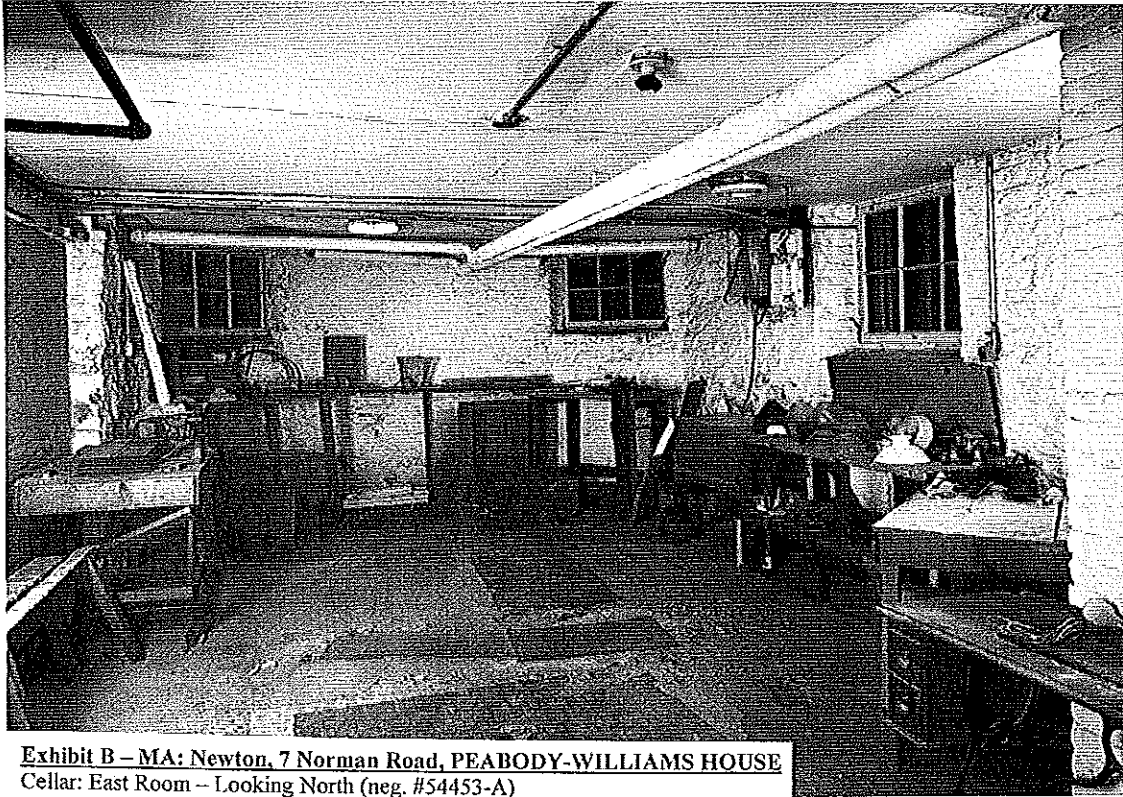
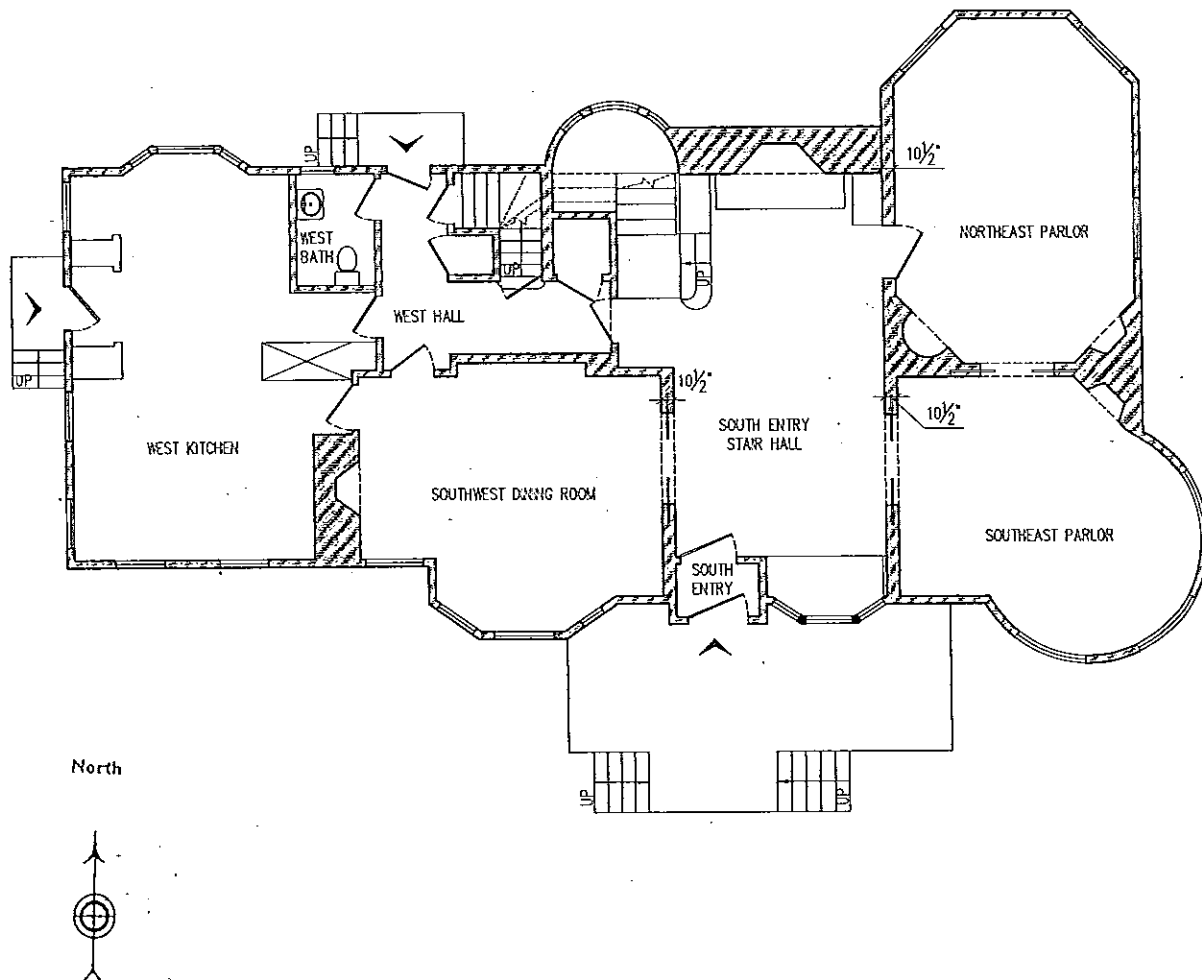


Exhibit B – MA: Newton, 7 Norman Road, PEABODY-WILLIAMS HOUSE
Cellar: East Room – Looking North (neg. #54453-A)

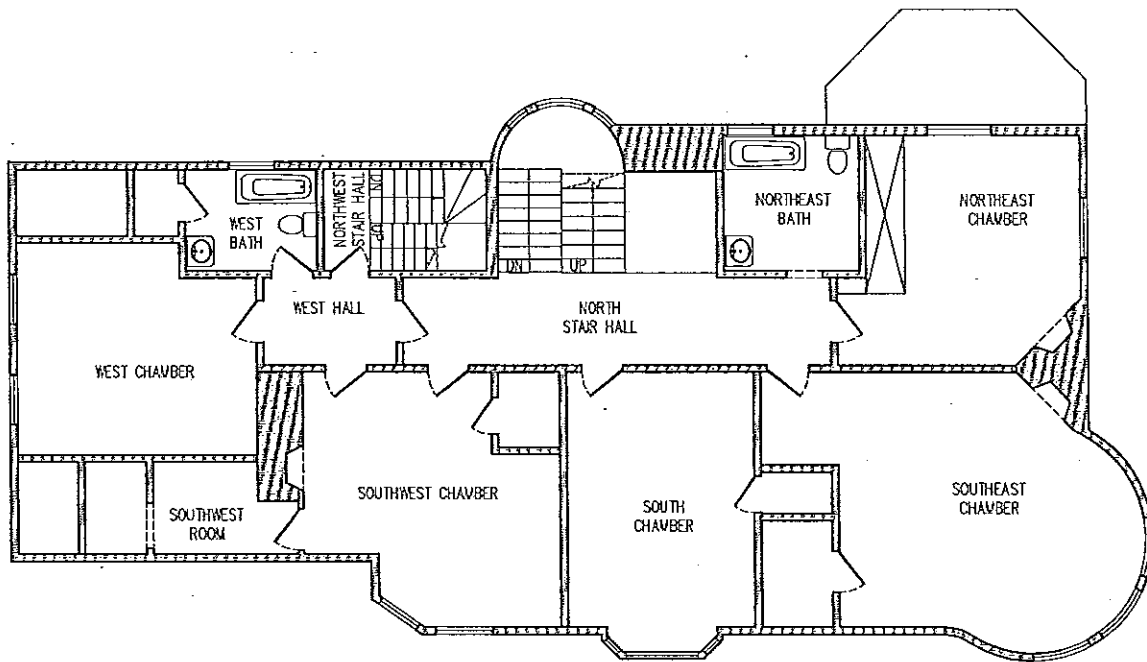
PEABODY-WILLIAMS HOUSE
7 NORMAN ROAD
NEWTON, MA

EXHIBIT C
FLOOR PLANS
FIRST STORY
(Not to Scale)



PEABODY-WILLIAMS HOUSE
7 NORMAN ROAD
NEWTON, MA

EXHIBIT C
FLOOR PLANS
SECOND STORY
(Not to Scale)

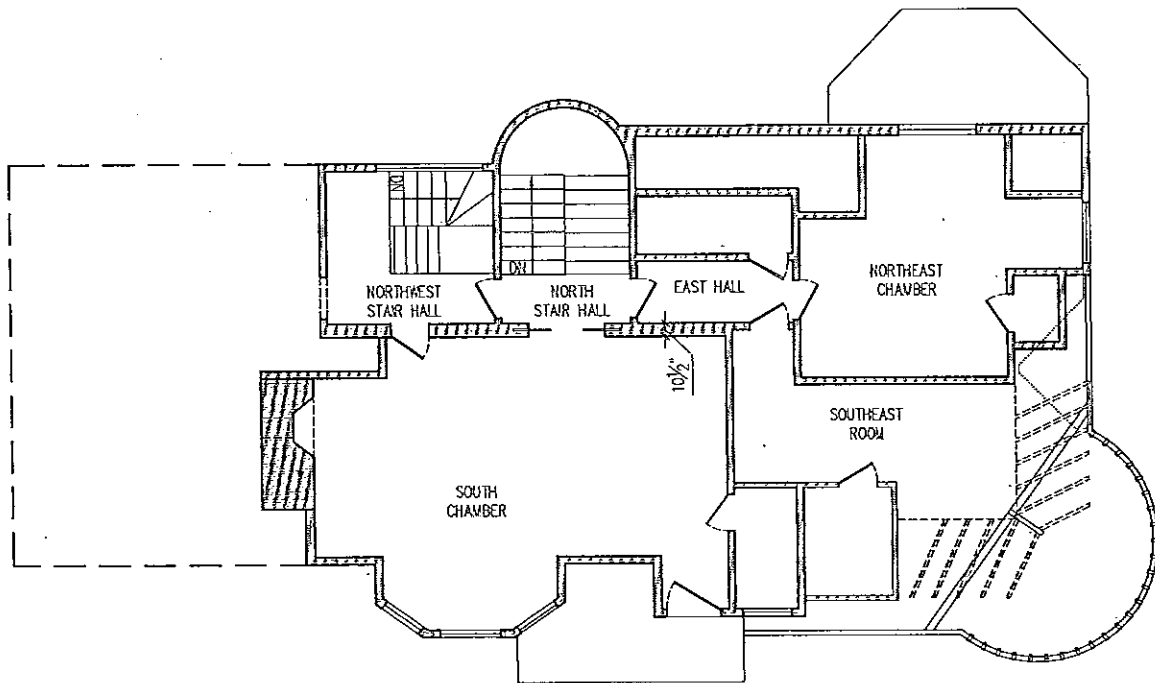


North



PEABODY-WILLIAMS HOUSE
7 NORMAN ROAD
NEWTON, MA

EXHIBIT C
FLOOR PLANS
THIRD STORY
(Not to Scale)

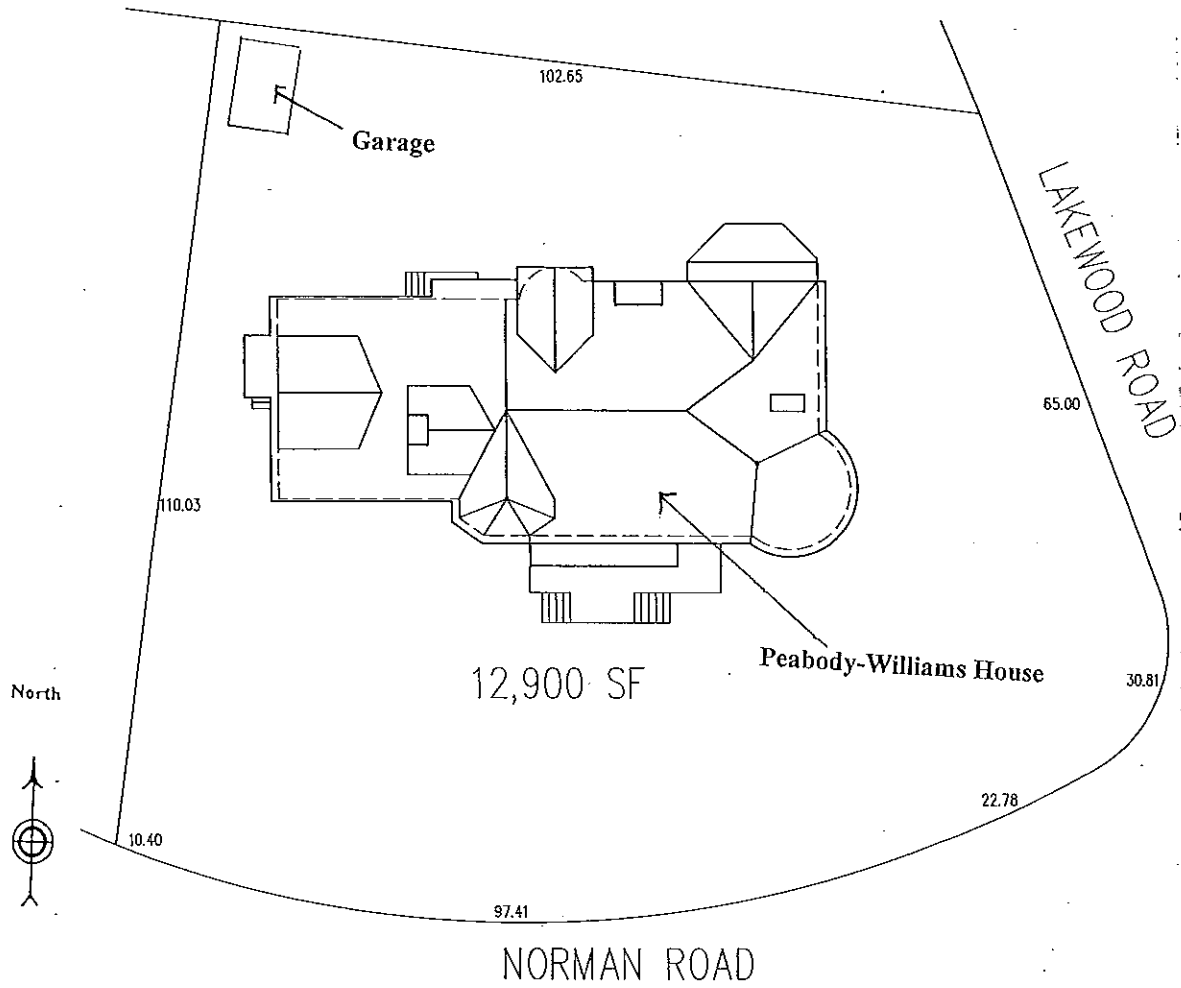


North



**PEABODY-WILLIAMS HOUSE
7 NORMAN ROAD
NEWTON, MA**

**EXHIBIT D
SITE PLAN
(Not to Scale)**



CITY OF NEWTON

Planning and Development Board



January 9, 2015

The Honorable Marcia Johnson
Chair, Zoning and Planning Committee
Members, Zoning and Planning Committee
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

Setti D. Warren
Mayor

Dear Alderman Johnson and Members of the Zoning and Planning Committee:

This letter documents the voting action taken by the Planning and Development Board (P & D Board) on January 5, 2015, on the following item:

James Freas
Acting Director
Planning & Development

#352-14 ACCESSORY APARTMENT SUBCOMMITTEE proposing that Sec. 30-8(4)(a) and 30-9(2)(a) re proof of existence for pre-existing accessory apartments in Single residence and Multi Residence districts be amended to change the date an owner-occupant seeking validation of an existing accessory apartment must prove its existence from December 31, 1979 to December 31, 1999.

Eve Tapper
Acting Associate Director
Planning & Development

In light of the Subcommittee's argument that such change is for the purpose of easing the look-back period for providing proof of existence of the us to a more manageable period of time--15 years from the current 35 years-- the P & D Board voted unanimously to recommend the proposed amendment.

Members

Respectfully submitted on behalf of the Planning and Development Board,

Scott Wolf, Chair
Roger Wyner, Vice Chair
James Freas, *ex officio*
Tabetha McCartney
Peter Doeringer
Jonathan Yeo
John Gelcich, Alternate
Vacant, CPC Liaison

Scott Wolf
Chair

1000 Commonwealth Ave.
Newton, MA 02459
T 617/796-1120
F 617/796-1142

www.newtonma.gov