

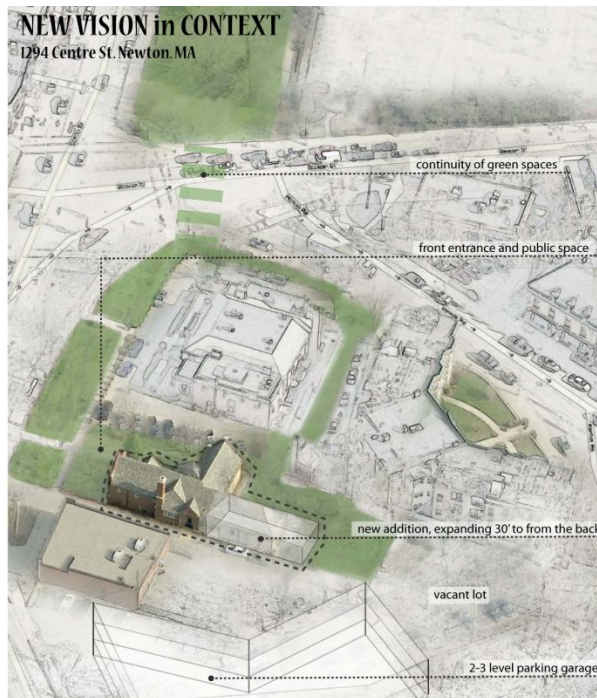
Newton Centre Joint Advisory Planning Group

September 21, 2012

“A Community Focus: Yesterday



and Tomorrow”



concept by Norman Sirk, JAPG committee member . 617 866 0208 . July 2012

Newton Centre JAPG Final Report

JOINT ADVISORY PLANNING GROUP MEMBERS

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IN APPRECIATION

September 21, 2012

I wish to thank all the members of the Joint Advisory Planning Group (JAPG) for their creativity and hard work, for their thoughtful analysis and differences of opinion, and, ultimately, for their unquestionable love of this community. I also wish to thank the City staff members who helped inform our deliberations and the residents who took time to attend our meetings and contribute their thoughts. This report—the goals it promotes, the challenges it acknowledges, and the recommendation it finally presents—represents many voices.

Thank you,

John Sisson

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INTRODUCTION

What kind of city do we want?

Newton's Comprehensive Plan (2008) describes a city with strong village centers that people can walk to, with places not only to shop, eat, and bank, but also to gather, discuss, linger, and play.

We members of the Newton Centre JAPG believe potential re-uses of the old Newton Centre Library property could help to advance that vision. More than anything, we as a group are united in wanting to capture the unique opportunity that the building and its surrounding land presents. The site is small, but its location is a keystone within the Centre and its use could instill a new kind of energy into our village life.

The limitations of the site and building are clear: the building is small, in poor condition, and nearly invisible to passersby; the site has almost no parking and little connectivity to the surrounding area. Rather than leaving us discouraged, these limitations have spurred us to think of creative solutions.

What follows is our vision for a creative partnership in community-oriented development that adds to both the village spirit and its economic vitality.

BUILDING / SITE DESCRIPTION

- A. This 16,160 square foot parcel of land located in Newton Centre is improved with a Tudor Revival style structure containing 6,800 gross square feet, of which 4,800 square feet is currently usable.
- B. It is listed on the National Register of Historic Places. It has notable architectural features reminiscent of the period in which it was constructed. It was one of five architecturally similar branches of Newton's then-nascent public library system
- C. The building was constructed in 1927 by the City and with donations from the community.
- D. The building suffers from significant structural deterioration. The existing landscaping is overgrown, obscures the visibility of the building, and interferes with pedestrian access. In addition, the building's size, infrastructure and configuration do not meet present-day occupancy and accessibility standards.
- E. The parcel's location is significant:
 - within a retail/apartment block at the southern entrance of the village center that also contains a developable, vacant parcel in private ownership
 - on the end of an historic linear town green
 - adjacent to a City-owned parking lot with pedestrian links to and between nearby bus and rail stops and other village business locations

GOALS

- A. Maximize the value of the property and minimize or eliminate any financial burden to the City. Attempt to increase the City's tax base by adding the property to the real property tax roll.
- B. Provide a place for public interaction in tradition of the old library. Provide meeting space at little or no fee; possibly through a community and commercial collaboration.
- C. Attempt to keep all of the significant architectural characteristics of the main portion of the building. If preservation is not possible, either preserve key features of the building and siting or reflect them in new construction.

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- D. Restore and increase connectivity with nearby open spaces and the existing town green while taking into account possible development on adjacent parcels (e.g. a proposed parking garage, mixed commercial/residential use, and opening the sight lines through the block.)
- E. Enliven the site and block with uses that will provide activities during evening and weekend hours, increase pedestrian traffic, and offer attractive outdoor/indoor gathering spaces.
- F. Build momentum and contribute to Newton Center’s growth as a sustainable, green, vibrant, walking village.

CHALLENGES

- A. How to reconcile the stated financial goals with all the other goals.
- B. The building and site configuration do not meet today’s needs or desires in Newton Centre. Problem areas include poorly-situated vehicular access to the site, limited parking, small parcel size, outdated infrastructure and significant structural deterioration—which will worsen over time.
- C. The parcel’s re-use requires a significant monetary investment.
- D. How to honor the historical significance of the building to the community without making redevelopment even more costly and challenging.
- E. How to balance the need for immediate action that will halt the building’s continued deterioration with the desire to delay disposition of the property in order to coordinate and encourage development of the block’s parcels in a more unified manner.
- F. How to build and maintain positive momentum for redevelopment given multiple community interests in Newton Centre.

ALTERNATIVES EXPLORED

Over the course of three months and numerous meetings, the Newton Centre JAPG considered a wide array of alternatives:

- Maintain City ownership for community use
The parcel would fully retain its historic public purpose and civic use. However, considering the City’s Public Building Department’s repair estimate of \$1.6M and the City’s limited funds (including available Community Preservation Act funds) and its other priorities, we rejected this alternative.
- Negotiate a commercial lease
The lease for the parcel could be either short or long term for the ground and /or building. The lessee could be required to undertake physical renovations and to maintain a civic use in a portion of the renovated space. At lease-end the City would receive a renovated parcel, and it could exercise more control over the types of uses it would permit on the parcel, during the lease term. We ultimately rejected this alternative, because the City is not currently organized to manage commercial properties.
- Sell for a specific use
While we recognized that it would be nice to have residential, educational, small office, clean industrial, or start up incubator uses, we ultimately determined that the site was too small and many of these uses would not enliven the village after normal work hours. Ultimately, we agreed that possible uses of this parcel such as a restaurant or a market with independent food or craft vendors crystallized the elements that would best enhance village life.

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RECOMMENDATION

We recommend that the City issue a Request For Proposal to sell 1294 Centre St. A minimum bid of \$1 should be specified but the RFP should further state that higher bids will be considered as part of the overall package presented. The successful bidder will be required to preserve and restore historic features of the main portion of the building and meet the standards of the National Historic Register. Deed restrictions should be put in place to ensure that the restoration is subsequently maintained. The successful bidder should be required to post a bond ensuring that all agreed-upon renovations will be completed and the building occupied by an appropriate tenant by a specific date.

Notwithstanding the above restoration requirements, the JAPG recommends that the City suggest that bidders may alter the rear wing of the building to create a more open space, pedestrian flow and vistas through the middle of the block.

The RFP should encourage incorporating the entire site, including landscape design, into a comprehensive plan that opens the site on all sides to promote connectivity to the green space in Newton Centre.

The RFP should specify that the City will change the current zoning to B1 and is seeking commercial/retail use for the building such as a restaurant, an educational center or a food/crafts market. Other uses that enhance community life in Newton Centre will also be considered.

Further, the re-use of the building should implement the goals of the JAPG (enlivening the area, community access, improved pedestrian connectivity, etc) with consideration toward possible future development on adjacent sites as well as the surrounding area.

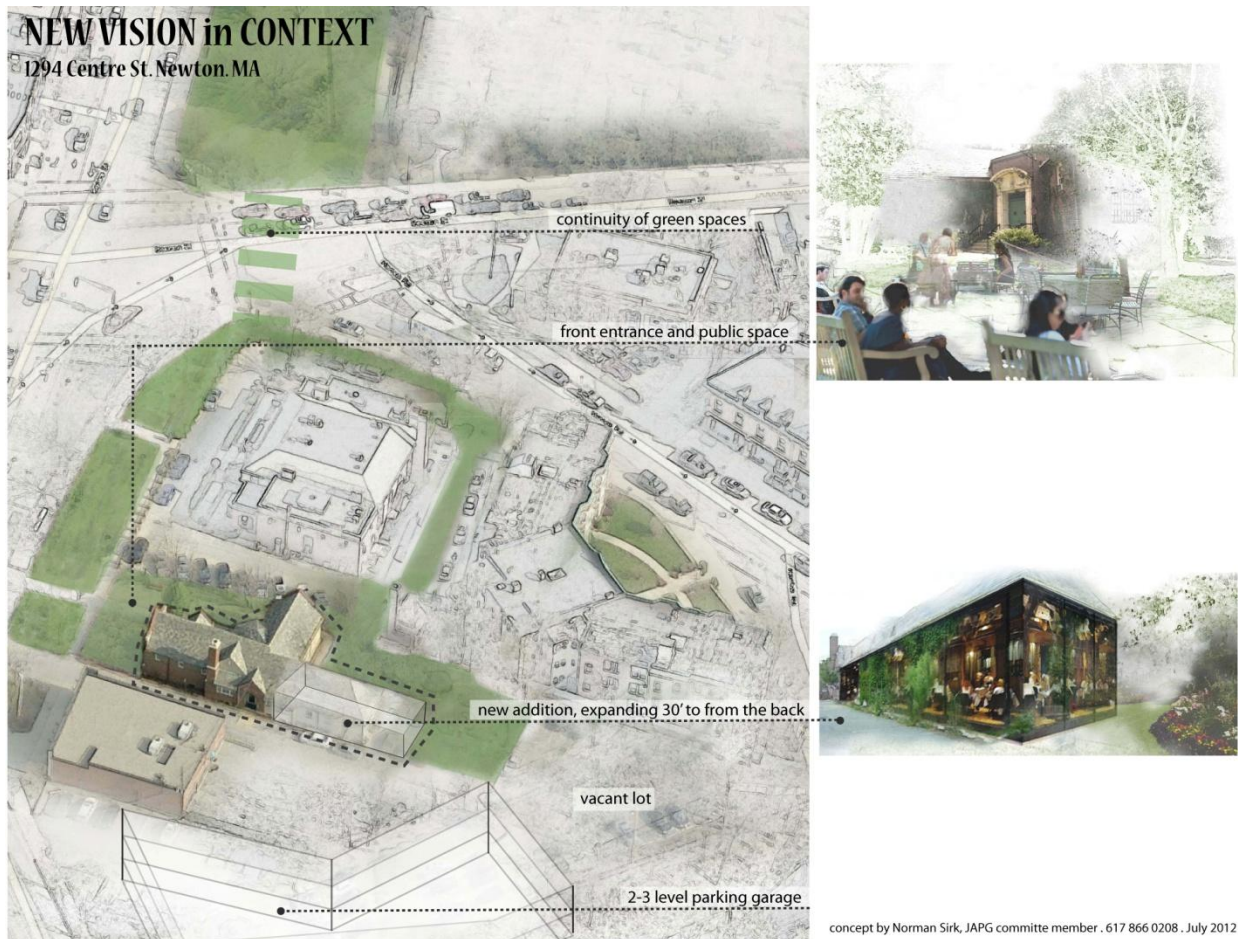
The RFP should also include the comment that the City would be willing to consider a land swap with another Newton Centre property as long as it enables fulfillment of the goals stated above.

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APPENDIX A: RE-USE CONCEPTS

The JAPG feels it is important leave the RFP open to creative suggestions for re-use from the respondents. However, it may be beneficial to provide examples of re-use solutions we felt capture the spirit of our recommendation. Following is a sampling of these concepts:

- In one scenario shown below (concept by JAPG member Norman Sirk), the visual and pedestrian links to through the site are substantially enhanced. In this scenario the rear of the building, which is of less historic significance, has been replaced with an open-air or glass structure that could be the home for a restaurant or market. In addition the helping open the visual corridors through the site and enlivening the center of the site with a new hub of activity, a scenarios such as this would help off-set the challenges presented by the out-dated structure by allowing for a new section that meets today's commercial building needs.



- Another specific use that was embraced by the committee was an indoor farmers' market. The concept incorporates the community aspect of our summer farmers' market and included offering kiosks to independent growers and food purveyors. In addition to local fruits and vegetables, other offerings could include meats and cheese, bread and pasta, coffee and smoothies.

An ideal place to meet for lunch or pick up something for dinner, we felt this type of use would serve residents and workers in the community while filling a need in the area for a quality food market.

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APPENDIX B: SOURCES

Documents / Resources referenced during the JAPG deliberations:

- Public Building's Capital Needs Assessment presentation – Josh Morse, Director of Operations, Newton Public Buildings Dept.
- JAPG Guidance document - Newton Dept of Planning & Development
- Newton Centre Task Force Final Report – Newton Centre Task Force
- Health Department Building Historical Significance and Preservation Options Memorandum June 27, 2012 – Brian Lever, Senior Preservation Planner, Newton Dept of Planning & Development
- Cypress St. Block Schematic Garage Design Scenario presentation – John Pears, Principal, Perkins & Eastman
- The final reports of earlier Joint Advisory Planning Groups, including: Old Main Library (1990), Rumford Avenue Incinerator (1996), and Austin Street (2011).
- Maps: Zoning, Land Use, and Historical Properties



Setti D. Warren
Mayor

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Candace Havens
Director

MEMORANDUM

DATE: December 10, 2012

TO: Board of Aldermen
Mayor Setti D. Warren

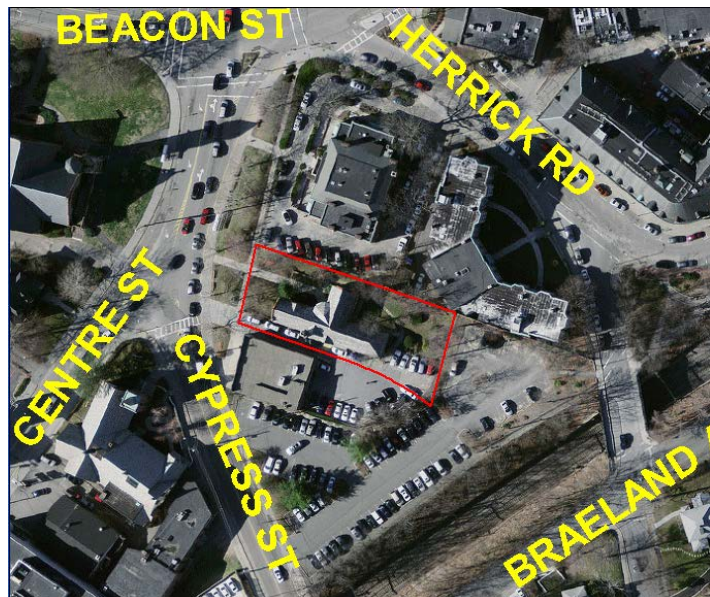
FROM: Candace Havens, Director of Planning and Development
Eve Tapper, Chief Planner for Current Planning
Alexandra Ananth, Senior Planner 

SUBJECT: Potential Reuse of 1294 Centre Street, former branch library and Health Department Headquarters

Cc: Robert R. Rooney, Chief Operating Officer
Maureen Lemieux, Chief Financial Officer
Dave Turocy, Commissioner of Public Works
Members of the Joint Advisory Planning Group

EXECUTIVE SUMMARY

In September 2011, the Commissioner of Health and Human Services declared the land and building located at 1294 Centre Street surplus and available for other uses. Both the Health and Public Buildings Departments concluded that this building is no longer suitable for the present use, as the building is in need of repairs and is constrained in terms of parking, access, and convenience to the public. No city departments expressed interest in this property and in June 2012, the Real Property Reuse Committee



recommended, and the Board of Aldermen approved, the appointment of a 14-member Joint Advisory Planning Group (JAPG) to recommend reuse options for the property.

After meeting for three months, the JAPG produced a report recommending that the City issue a Request for Proposals to sell the site with conditions. Recommended conditions include restoring the historic features of the main portion of the building and the placement of a Preservation Restriction to ensure that the restored building is subsequently maintained and occupied by a certain date. In addition, the JAPG wants the building to be used to further the goals of Newton's Comprehensive Plan and to instill a new kind of energy into Newton Centre, possibly including a creative partnership in a community-oriented development that adds to both the village spirit and the City's economic vitality. The JAPG hopes the future owner will incorporate the entire site into the next use, including opening the site on all sides to promote connectivity to the green space in Newton Centre. Although the JAPG did not want to prescribe uses, it was agreed that possible uses that the group would encourage include a restaurant or a market with independent food or craft vendors.

For the most part, the Planning Department agrees with the JAPG report. However, Planning staff is more optimistic about the potential revenue to the City in return for the right to reuse the site. The JAPG report suggests a minimum bid of \$1 should be specified, but that higher bids will be considered as part of the overall package presented. Located in the heart of Newton Centre, the subject parcel is a valuable asset for the City, and the Planning Department believes that any disposition of it could and should result in significant revenue to the City. A good comparison is the recent sale of the Newton Centre MBTA Green Line Train Station on Union Street (**ATTACHMENT "A"**), which is now the Deluxe Station Diner. This property (also listed on the National Register of Historic Places) recently sold for \$956,000, with the condition that exterior changes must be approved by the Massachusetts Historical Commission.

In addition, both the JAPG and the Planning Department hope that an appropriate development on this parcel will encourage connectivity with nearby open spaces and the existing town common, while taking into account possible development on adjacent parcels e.g. the municipal parking lot, and 0 Herrick Road, which has an approved special permit for a mixed-use development, and opening the sight lines through the block.

JAPG Member Norman Sirk described the parcel as "small but mighty" in its opportunity to enliven the block with uses that will provide activities during evening and weekend hours, increase pedestrian traffic, and offer attractive outdoor gathering spaces as well as encouraging redevelopment of adjacent parcels. In essence, proposals that take a comprehensive approach to development of the block should be favored.

The Planning Department supports the rezoning of the site to Business 1, consistent with most parcels in the commercial core of Newton Centre.

I. SIGNIFICANT ISSUES FOR CONSIDERATION

When deciding whether to issue a Request for Proposals (RFP) for the disposition or lease of 1294 Centre Street, the Board should consider whether the reuse of this site would:

- contribute to Newton Centre's growth as a sustainable, green, vibrant, walking village;
- add revenues to the City, either in the short- or long-term or, preferably, both;
- provide a place for public interaction in the tradition of the old library;
- restore and increase connectivity with nearby open spaces;
- preserve key features of the historically significant building; and
- complement or encourage future development on adjacent parcels.

II. CHARACTERISTICS OF THE SITE AND NEIGHBORHOOD

A. Neighborhood and Zoning

The property is located on the east side of Centre Street within the Public Use zone. In the immediate area, all adjacent properties are zoned Business 1, with the exception of the municipal parking lot on Cypress Street, which is also zoned Public Use. Most of the properties within the commercial core of the village are zoned Business 1. Other uses in the area besides commercial include mixed use/residential and nonprofit. The immediate commercial neighborhood is considered very desirable for small commercial users and the neighboring buildings appear to be in good condition.

The JAPG recommends that the site be rezoned to Business 1 prior to the City issuing an RFP. The Planning Department agrees that the site should be pre-zoned to eliminate one area of uncertainty for a potential developer and perhaps attract more interested parties.

B. Site and Building

The subject site totals approximately 16,160 square feet and has its frontage on the east side of Centre Street. The lot includes the former branch library, a small garden in the rear, and a small parking area with parking for approximately five vehicles at the rear of the lot.

Access to the site is via a shared driveway with the abutter to the east, 1296-1298 Centre Street. The subject property is located near the municipal parking lot on Cypress Street, which is a heavily used lot, often by commuters due to its proximity to the Newton Centre Green Line MBTA Station. There are other municipal parking lots nearby and parking meters on many surrounding streets.

The building is a small-scale, one-story brick building of a Tudor Revival style, and is listed on the National Register of Historic Places. The building is a rectangular structure with one horizontal wing extending out from the center of the north elevation of the long side of the main building section. The main building served as the public reading rooms and the ell extension to the north is where the stacks were located. Exterior walls are terracotta brick with brick or stucco cladding and wood trim. The slate roof, copper gutters and downspouts, and wood windows all appear to be original to the building. The building has a handicap access ramp at the rear. An ornate main entry is located on the north front façade of the building with additional entrances on the south side and rear façades.

The building is set back from the street approximately 48 ft. in line with 1280 Centre Street and both buildings are located along a linear greenway (the Newton Centre Common) that begins at the property line with 1296 -1298 Centre Street to the south, and runs northward to Lyman Street.

The building contains a basement and first floor and is approximately 6,800 square feet. The usable first floor area contains approximately 4,000 square feet with the remainder of the square footage in the basement. The basement is suitable for storage.

The first floor contains the entry hall, three large rooms, and two bathrooms (one accessible). The basement contains mechanicals and storage areas. There is an existing HC lift on the first floor which contains two levels separated by a couple of steps. Interior detailing includes stain glass, light fixtures, fireplace, wood moldings, and decorative painting.

The building is in fair condition but the City's Public Buildings Department has estimated that necessary repairs will cost approximately \$1.6 million by **(ATTACHMENT "B")**.

III. REUSE ANALYSIS

A. Land Use

The Health Department has occupied the building from 1994 to the present. Prior to that the building was used as the Newton Centre branch library.

The site is currently located in a Public Use Zone and is surrounded by the Business 1 District. For the highest and best future use of the site, a rezoning of the lot to Business 1 would match the village context and offer opportunities for economic development and to enhance the village's vitality. In addition, it is almost certain that any future use would require a special permit from the Board of Aldermen to waive some of the parking requirements.

Allowed uses in the Business 1 zone include but are not limited to: office, retail, library or museum, bank, theatre, hall or club, service establishments, restaurants with not more than 50 seats, and dwelling units above the first floor. Uses permitted by special permit include multi-family dwelling, restaurants with more than 50 seats, and open air businesses.

The JAPG did not specify particular uses for the site, only that the future user should add to the vitality of the area and the group had a preference for some type of public/community use to be incorporated into the site. In concept the Planning Department very much agrees with this assessment.

B. Historical Considerations

The JAPG struggled with the historical significance of the building and whether a clean slate could lead to a more vibrant use. However, ultimately the group decided that the building and its key features should be preserved with a perpetual Preservation Restriction.

The former branch library building, is significant to the civic history of Newton and was originally constructed with donations from Newton citizens as one of four architecturally similar branches of Newton's then-fledgling public library system. These libraries were all constructed in the 1920's and 1930's, and this building was completed in 1927. The building was designed by architect and Newton-resident James Richie, who also designed the West Newton Police Station and Courthouse (**ATTACHMENT "C"**). While the building's use has changed and many interior spaces have been altered, most of the significant features remain intact and in good condition. The Building is listed on the National Register of Historic Places and therefore any proposed demolition must be reviewed by the Newton Historical Commission.

The City's Preservation Planner recommends that any work on the exterior and/or affecting the historic fabric in the interior, be performed according to the "Rehabilitation" level of treatment, as outlined in the U. S. Secretary of the Interior's Standards for the Treatment of Historic Properties. This treatment level places a premium on the retention of all historic fabric through conservation, maintenance, and repair, while accommodating reasonable changes to the building to allow for compatible new uses. This condition should be written into any RFP or lease agreement.

The present demolition delay of 18 months for buildings listed on the National Register and the potential for the Commission to landmark the building exist as preservation tools the Newton Historical Commission may employ if presented with an application for its demolition. Relocation or adaptive reuse through

alterations are always preferable to demolition and would likely meet with Commission support.

C. Open Space

The site contains landscaping that is overgrown and obscures the view of the building from the street. The JAPG recommends that landscaping on site be trimmed so that the building is more visually prominent, and to help connect the site to adjacent uses.

IV. POSSIBLE REUSE OPTIONS

Reuse scenarios include leasing or selling the property with an option for the City to impose a Preservation Restriction on the building.

Reuse Option	Advantages	Disadvantages
Lease	<ul style="list-style-type: none"> a) Allows City to retain ownership of historic building that will become more valuable over time b) Allows City larger say in future development of immediate area c) Allows City to hold building without investing moneys into building d) Protects historic building 	<ul style="list-style-type: none"> a) City may need to invest some money to achieve desirable revenue/income potential b) City ill-equipped to be landlord
Sell	<ul style="list-style-type: none"> a) City receives purchase price from sale b) No up-front or future maintenance costs c) City receives on-going tax revenue 	<ul style="list-style-type: none"> a) Condition of building may lead to a lower than optimal sale price for City b) City has less control over future development of block c) City can not prevent demolition of historic building beyond 18 months except though landmark process

Leasing the building has three major advantages. (1) It allows the City to retain ownership over a valuable asset that will only become more valuable with time. (2) It allows the City to have a larger say in future development of the immediate area. And (3) it allows the City to retain the building without investing any moneys in the preservation or maintenance of the building (though lower rents would reflect these conditions). The City currently employs this strategy at 88 Chestnut Street, the former Peirce School, which is also listed on the National

Register. A lease could require the lessee to repair and maintain the historic building in exchange for a long-term lease with lower rent. Historically appropriate renovations to an income producing property with a lease term of 39 years or greater are eligible for a 20% federal tax credit to the lessee.

The State also has had a long history of successfully leasing state-owned historic buildings while making minimal investments in their upkeep as part of the Historic Curatorship program under Department of Conservation and Recreation. This program requires the lessee to repair and maintain an historic building in exchange for a long-term lease with low or no rent. Such a program could serve as a model for the potential reuse of the Health Department site.

Another option is for the City to restore the building and then lease it. This option has the advantage of higher income but the disadvantage of significant up-front costs for the City.

Selling the building as-is with a Preservation Restriction has several advantages as well including no up-front costs or future maintenance costs for the City, a potential cash payment from the purchase price, and on-going tax revenue from a commercially viable property. The building will also be preserved through the enforcement of the restriction. The disadvantage is that the condition of the building may result in a lower than optimal sale price for the City.

In light of these factors the JAPG recommends selling the building. In addition the JAPG is concerned that if the City retains ownership of the building and leases it to a commercial entity the City is ill-equipped to be an effective landlord.

V. RECOMMENDATION

The old Newton Centre Branch Library is a significant historic building that should be maintained and preserved in as much of its original form as possible, with careful consideration given to preserving the architectural detail and integrity of the building. Furthermore, a future use that is open to the public would be particularly welcome. The Planning Department recommends that the Board of Aldermen rezone the site to Business 1 and that the Mayor develop and issue an RFP for sale or lease of the property consistent with the recommendations of the JAPG and Planning Department.

Attachment A: Comparable Sale, 70-80 Union Street
Attachment B: Capital Needs Assessment, Public Buildings Department
Attachment C: Massachusetts Historical Commission Building Form



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QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the **MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (hereinafter referred to as "Grantor" or "MBTA") with a principal place of business at Ten Park Plaza, Boston, Massachusetts 02116, for consideration of Nine Hundred Fifty Six Thousand (\$956,00.00) Dollars, the receipt of which is hereby acknowledged, does hereby grant to **80 UNION STREET LLC**, a Massachusetts limited liability company with a principal place of business at 48 Grover Road, Ashland, MA 01721 and its successors and assigns, (hereinafter referred to as "Grantee"), with Quitclaim Covenants, and subject to all easements, restrictions, reservations and eminent domain takings by third parties of record, insofar as the same are in force and applicable, a certain parcel of land containing approximately 2,476± square feet of land, including any improvements thereon and appurtenances thereto, if any, being the same premises referred to as Lot A on Plan No. 119 of 2012 recorded in the Middlesex South Registry of Deeds on February 28, 2012 as more particularly described in Exhibit A attached hereto and made a part hereof, except the exterior improvements and personal property listed in Exhibit B attached hereto and made a part hereof, (hereinafter the "Premises"), with an address of 80 Union Street, Newton, MA (MBTA Newton Centre Station, Green Line, Riverside - D Branch), together with

- (i) an air rights easement appurtenant to the Premises for the perpetual right to keep, and the right and obligation to, maintain, repair and replace the portions of the existing building on the Premises (the "Building") including, without limitation, the HVAC system for the Building, the roof and any supporting columns in existence as of the date hereof, that encroach on or over the boundary lines of the Premises around each side of the Building extending approximately eight feet (8') beyond such boundary lines of the Premises (collectively, the "Building Encroachments"), and the right for Grantee to access over Grantor's land to maintain, repair and replace said Building Encroachments, which maintenance, repair and replacement is required of Grantee (except for the HVAC system for the Building which Grantee is not required to maintain, repair and/or replace); and
- (ii) a right of access over Grantor's retained land to the extent reasonably required by Grantee to maintain, repair and replace the Premises or any part thereof. Grantee's access to Grantor's retained land (including with respect to maintenance of the Building Encroachments) shall be subject to all then-applicable reasonable conditions of entry that are standard for work near an active MBTA right-of-way. Grantee shall be required to (i) include such access areas on the land retained by Grantor in Grantee's general liability insurance policy insuring the Building and the Premises, (ii) notify Grantor prior to entering onto the access areas, and (iii) release

and indemnify Grantor for claims that arise from Grantee's use of said access areas that do not arise from the negligence or willful act of Grantor or its employees, agents or contractors.

The following easements are hereby retained in the Premises by Grantor relating to Grantor's operation of its transportation system (collectively the "Retained Easements") for (i) the right to affix, use, maintain, repair and replace station signage on the outside wall of the lower portion of the Building facing the MBTA's adjacent right-of-way ("Right-of-Way") as described on Exhibit B attached hereto; (ii) access to maintain, repair and replace signal cables located above the dormer windows of the Building facing the Right-of-Way; (iii) access to maintain, repair and replace the shingled roofing of the MBTA-retained portion of the roof overhang over the station platform; and (iv) access to accommodate future MBTA construction and maintenance of the station to comply with the American Disabilities Act and the Massachusetts Architectural Access Board (ADA/MAAB) access improvements; (iv) accommodating future utility needs associated with its transportation operations along the abutting right of way, but only if and to the extent that Grantor's remaining land cannot reasonably accommodate such needs and then only if and to the extent that such utilities are constructed underground and any such utilities shall be constructed and thereafter maintained at SELLER'S sole cost and expense and shall in no event either (1) interfere with BUYER'S use and enjoyment of the Building or (2) materially interfere with any improvements now or hereafter located on the Premises; and (v) accommodating any future required construction of sidewalk improvements (and thereafter the maintenance of such sidewalk improvements) necessary to comply with the American Disabilities Act and the requirements of the Massachusetts Architectural Access Board ("ADA/MAAB Improvements"), but only if and to the extent that Grantor's remaining land cannot reasonably accommodate such needs and then only if and to the extent that such ADA/MAAB Improvements are constructed in such a manner that minimizes interference with Grantee's use of the Premises. Any such ADA/MAAB Improvements shall be constructed and thereafter maintained at Grantor's sole cost and expense and shall in no event unreasonably interfere with Grantee's use and enjoyment of the Building or unreasonably interfere with any improvements now or hereafter located on the Premises. Grantor agrees to indemnify, defend and save the Grantee, its successors and assigns, harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever incurred by Grantee, its successors and assigns resulting from the exercise of said Retained Easement rights by Grantor.

For Grantor's title, see the Middlesex South Registry of Deeds, Book 9169, Page 521, through a conveyance from The New York Central Railroad Company June 15, 1958 to the Metropolitan Transit Authority which then became the Massachusetts Bay Transportation Authority through the Acts of 1964, Chapter 563, Massachusetts General Laws Chapter 161A.

Grantor hereby expressly disclaims any representations or warranties of any nature, express or implied or otherwise, except as expressly set forth herein and as otherwise provided in the Purchase and Sale Agreement dated December 23, 2011 between Grantor and Robert M. Muscaro, as assigned to Grantee by that certain Assignment of Purchase and Sale Agreement between Robert M. Muscaro as assignor and Grantee as assignee dated as of March 26, 2012. By accepting this Deed, Grantee

agrees that Grantor has made no representation or warranty as to the presence or absence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq., (hereinafter collectively "Hazardous Materials"), and as further defined in all other applicable state and Federal laws regarding Hazardous Materials on, in, at, over, under, from, through or associated with the Premises; nor has Grantor made any representation as to the fitness of the Premises for any proposed use, the suitability of the Premises for any particular purpose, or as to the ability of the Grantee to obtain any necessary permits or approvals relating to the Premises. Grantee hereby accepts the Premises "as is"; including, but not limited to, any Hazardous Materials that may be present on, in, at, over, under, from, through or associated with the Premises and the fact that the Premises may be subject at any time to noise, fumes, odors and vibrations and other negative conditions associated with the operation of the Grantor's transportation system (collectively "Negative Impacts") and Grantee, by accepting and recording this Deed, hereby releases Grantor from any liability because of the condition of the Premises.

Grantee understands that the Building is listed in the National and State Registers of Historic Places and Grantee agrees to act in all ways with respect to the Massachusetts Historical Commission ("MHC") as if it were a "state body" as defined under M.G.L. Chapter 9, Sections 26 through 27C, as amended, and to comply with all regulations promulgated pursuant thereto. Grantee agrees, to the extent it may legally do so, to assume Grantor's obligations under that certain agreement between Grantor and MHC regarding review of work to the exterior of the Building or, alternatively, to execute a new agreement with MHC before doing any work on the Building. Grantee also covenants to submit to the MBTA for review and approval all exterior signage associated with the Premises to assure that such signage would neither (a) contradict the MBTA's signage on the Premises or on the MBTA's adjacent land nor (b) confuse the public that is using the platform for transportation purposes; maintain and replace as needed, the existing overhangs/awnings attached to the Building; and submit for review and approval all building and construction plans associated with the Premises to the MBTA's Design and Construction Department, but only if and to the extent that the work associated with such plans may, in Grantee's reasonable judgment, interfere with Grantor's transportation operations and /or pose a safety hazard. Grantor may condition the approval of such plans on Grantee's agreement to abide by the MBTA's special instructions for work on or adjacent to the MBTA property and to furnish labor that can work in harmony with all other elements of labor employed or to be employed by Grantor at the Starter's Office and on the platform.

By accepting and recording this Deed, Grantee agrees to indemnify, defend and save the Grantor harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, (a) those related to personal injuries or death and (b) those now or hereafter asserted by any governmental agency or third party to the extent resulting from the presence of Hazardous Materials on the Premises or on any abutting premises as of the date hereof not owned by Grantor caused by migration of such Hazardous Materials

from the Premises, including, without limitation, third party claims for property damages and decreases in land values (collectively "Claims").

In addition, Grantee agrees not to sue (and not to encourage or assist others to sue) or commence any action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against Grantor and/or the Company arising out of (a) the condition of the Premises as of the date hereof, including, but not limited to, the presence as of the date hereof of Hazardous Materials on, in, at, over, under, from, through or associated with the Premises or on any other premises not owned by Grantor because of migration of such Hazardous Materials from the Premises and (b) the fact that the Premises are subject at all times to the Negative Impacts.

Grantee shall have no obligation to indemnify, defend and save Grantor harmless from and against any Claims arising out of or in connection with Grantor's continued use, occupancy, ownership or maintenance of, or any other activity on Grantor's abutting retained property or for any Claims arising out of Grantor's activities on the Premises accessing or using its retained easements (unless and to the extent, Grantee's negligent acts or deliberate misdeeds contributed to the Claims, and then only to the extent of such contribution).

Any required response action related to the Premises required by a governmental authority shall be performed by Grantee, its successors and assigns at Grantee's, and its successors' and assigns' sole cost and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, defined below.

For the purpose of this Deed, the term "Applicable Laws" with regard to environmental laws, means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable.

All the terms and provisions of this Deed shall be binding upon and inure to the benefit of the Grantor and Grantee respectively and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 6th day of March, 2012.

Approved as to form:

GRANTOR:
**MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY**

By: *Gerald K. Kelley*
Gerald K. Kelley
Acting General Counsel

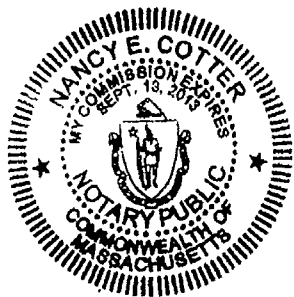
By: *Jonathan R. Davis*
Jonathan R. Davis
Acting General Manager and
Rail and Transit Administrator

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

MARCH 6, 2012

On the 6th day of MARCH, 2012, before me, the undersigned notary public, personally appeared Jonathan R. Davis, proved to me through satisfactory evidence of identification, which was my personal knowledge of the said Jonathan R. Davis, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Acting General Manager of the Massachusetts Bay Transportation Authority.



Nancy E. Cotter
Notary Public

Print Name: NANCY E. COTTER

My Commission expires: 9-13-2013

EXHIBIT A**Legal Description**

The land at 70 (aka 80) Union Street, Newton, Middlesex County, Massachusetts, more particularly shown as Lot "A" on a "Plan of Land, Newton Massachusetts (Middlesex County South) Scale 1" = 20' February 23, 2012 Prepared For: Massachusetts Bay Transportation Authority 10 Park Plaza, Boston, Massachusetts 02116 Prepared By: GLM Engineering Consultants, Inc. 19 Exchange St., Holliston, MA (508) 429-1100 Fax (508) 429-7160 Job #14625" which plan is recorded with Middlesex South Registry of Deeds as Plan No. 119 of 2012.

title ref: 9169/521

Health Department

Capital Needs
Public Buildings Department

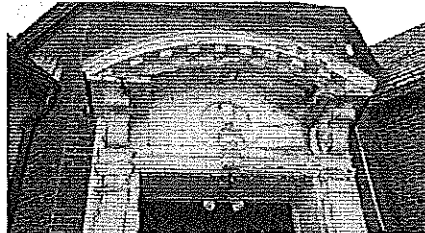
Roof

- The slate roof is well beyond useful life. This is visually evident from the outside, as well as being obvious from the damaged ceilings throughout the building.
- The cost to replace the roof is \$200,000



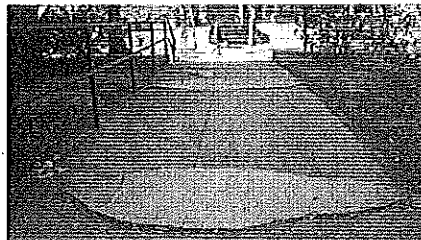
Masonry

- The entire building needs to be re-pointed, and in some cases bricks will need to be replaced completely. The entire foundation needs to be sealed, and in some cases repaired. Water enters the building throughout the walls and foundation, further damaging the interior spaces, and leading to mold growth in the building. There is appx 7500ft² of brick.
- The cost of these repairs is appx \$250,000



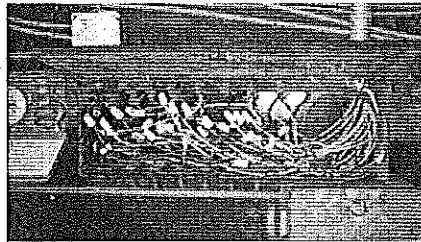
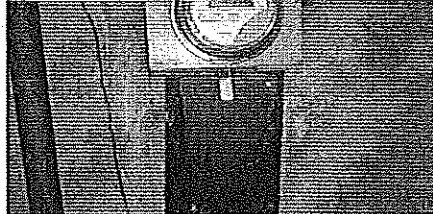
Site

- There are 5 parking spaces available at this site.
- The ramps have completely failed, and the railings are rusted, falling apart, and are not ADA compliant.
- The downspout drains have failed, thus flooding the basement every time it rains.
- The cost to address the ramps, rails, and downspouts is \$150,000



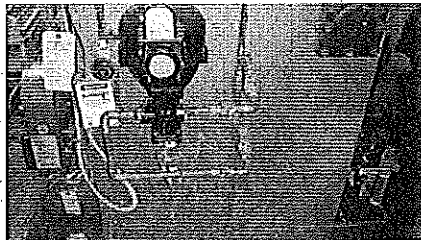
Electrical

- The electrical service to the building is undersized. This is leading to breaker trips, and unsafe conditions.
- Junction boxes are unsafe and do not meet code.
- Electrical Distribution is unsafe and does not meet code.
- Exit Signs, Egress Lighting, and Emergency lighting does not meet code.
- The cost to address all of this is \$175,000



Mechanical

- The boiler, distribution, radiators, controls, pumps, tanks, fans, steam traps and valves are all failing and beyond useful life.
- There is no insulation on half of the piping, and the other half has friable asbestos that is falling off the pipes.
- There is no ventilation in the bathrooms.
- The cost to replace/repair all of this is \$250,000

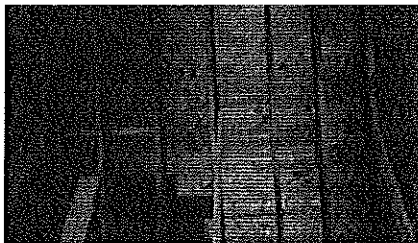
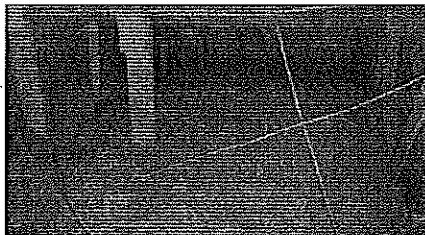


Plumbing

- The plumbing is failing and beyond useful life.
- The bathrooms are not accessible.
- The fixture count does not meet code.
- The cost to repair this is \$100,000

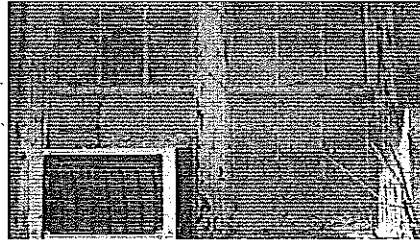
Insulation

- The roof is not insulated at all. When looking into the attic no lights are needed due to the amazing quantity of natural light coming in through the failing envelope.
- There is batting insulation above the ceiling, but it both failed and inadequate.
- The insulation in the walls has been wetted so many times that it has disintegrated and fallen to the bottom.
- The cost to repair this is \$60,000



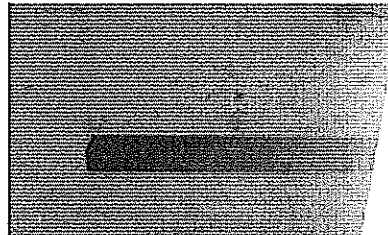
Windows and Doors

- The windows are beyond useful life and have failed completely.
- The doors and hardware are either non-compliant, or failed.
- The cost to replace these is \$200,000



Interior Spaces

- The interior spaces need extensive repair due to water damage, age, and accessibility.
- Walls are falling as is evident by the stress cracks everywhere.
- Flooring has failed to the point that it has created trip hazards. The flooring also has asbestos tile and mastic.
- Portions of the ceiling have been damaged to the point that they need to be cut out and replaced.
- Hardware, railings, ramps, etc, need to be installed to make the space accessible.
- Wood has rotted due to water damage.
- Mold remediation is needed in many areas.
- A structural repair was attempted in the basement. Not only is this repair not to code, but it was compromised when the beams were cut to allow for heating and plumbing pipes. This has led to visual failure of the beams. This creates an unsafe condition in the public space above.
- The cost to make these repairs is \$200,000



Total Cost

- The total cost to address the immediate concerns at the Health building is \$1,585,000.00. This does not include sprinkler work if needed, and it also does not address the lack of parking. This is purely the cost to sustain that building as a useable asset to the City of Newton.

Short Term Repairs

- The below can be performed in the short term to make the building habitable:
 - Roof Repair: \$40,000.00
 - Gutters/Fascia: \$20,000.00
 - Chminey/Flashing: \$15,000.00
 - Interior: \$225,000.00

FORM B - BUILDING

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

Massachusetts Historical Commission
Massachusetts Archives Building
220 Morrissey Boulevard
Boston, Massachusetts 02125

61-035-03

Boston South

DO, 2

2890

NE 1/4 / 1/4 - 2/10/75

Town Newton



Neighborhood or village)
Centre
94 Centre Street
Name Newton Centre Branch Library
Department of Health
Central Library
Construction 1927
Building records
Tudor Revival

Architect/Builder Richie, Parsons & Taylor

Exterior Material:

Foundation Brick/Stone

Wall/Trim Brick

Roof Slate

Outbuildings/Secondary Structures None

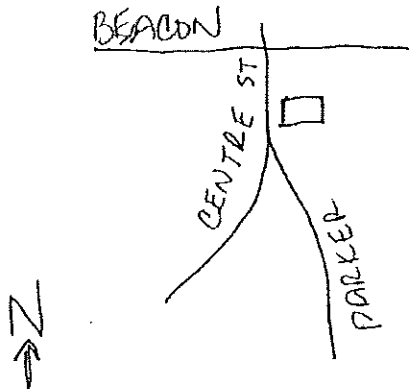
Major Alterations (with dates) None

Condition Good

Moved no yes Date

Sketch Map

Draw a map of the area indicating properties within it. Number each property for which individual inventory forms have been completed. Label streets, including route numbers, if any. Attach a separate sheet if space is not sufficient here. Indicate north.



Recorded by Hillary Sullivan
Organization BU Preservation Studies
Date 10/30/97

RECEIVED

MAR 16 1997

MASS HIST COM

Acreage 16,160 Sq Ft

Setting West end of village commercial area, grouped with commercial buildings

FORM B - BUILDING

NRIND NRMRA 2/16/1990 [NWT.Z]

MASSACHUSETTS HISTORICAL COMMISSION
80 BOYLSTON STREET
BOSTON, MA 02116

Newton, MA-MRA

AREA

287-11(4)
NWT.2890

FORM NO.

NC-040



Sketch Map: Draw map showing property's location in relation to nearest cross streets and/or geographical features. Indicate all buildings between inventoried property and nearest intersection(s).
Indicate north

see attached map

UTM REFERENCE 19/319130 14688460

USGS QUADRANGLE NEWTON

SCALE 1:25000

Newton (Newton Centre)

Address 1294 Centre Street

Historic Name Newton Centre Branch Library

Present library

Original same

DESCRIPTION

1927

Source Building Dept. & Water records

Style Tudor Revival

Architect Ritchie, Parsons & Taylor

Exterior Wall Fabric brick

Outbuildings none

Major Alterations (with dates) none

Condition good

Moved no Date n/a

Acreage 16,160 sq.ft. C.37A

Setting west end of village commercial

center; grouped with several other

institutional buildings

Recorded by Candace Jenkins/Susan Abele

Organization Newton Historical Comm.

Date 3/1987; rev. 3/1988

NATIONAL REGISTER CRITERIA STATEMENT (if applicable)

The Newton Centre Library possesses integrity of location, design, setting, materials, workmanship, feeling and association. It is significant as one of five branch libraries built in the city by citizen subscription between 1926-1939 (see WN-J,1925; A-03,1927; W-0101,1929; NV-G,1938). As such it reflects Newton's tremendous growth during that period and the continuing strength of its village system. It is also a good institutional example of the Tudor Revival style by the prolific local and regional architect, James Ritchie. It meets criteria A & C of the NRHP.

ARCHITECTURAL SIGNIFICANCE Describe important architectural features and evaluate in terms of other buildings within the community.

The Newton Centre Branch Library was designed by the firm of Ritchie, Parsons & Taylor in 1927. It is a 1 1/2 story, L-plan brick structure enclosed by a slate gable roof contained by raised end walls. The entry, with its Classical Revival style segmental arched stone surround, is located at the L and a large bank of windows with transom is located on the end wall facing the street. A triple window with arched heads is located on the wall east of the entry and a cross gable breaks up the wall to the west.

HISTORICAL SIGNIFICANCE Explain the role owners played in local or state history and how the building relates to the development of the community.

The Newton Centre Branch Library was one of five branch libraries to be built by citizen subscription between 1926 and 1939. Fundraising from the Newton Centre and Chestnut Hill community was begun in 1926. A permit was granted for construction in 1927 and the building was opened January 15, 1928. The library was designed by the firm of Ritchie, Parsons and Taylor. James Ritchie, a Newton Centre resident lived at 34 Hancock Avenue and later 10 The Ledges. He was the architect for a number of buildings in the city, including the Police Station and Court House, as well as several public schools. Private commissions included the Union Church in Waban, and the Charles River and Woodland Golf Clubs.

BIBLIOGRAPHY and/or REFERENCES

Building Records 1294 Centre Street
Newton Graphic 3/12/26, 1/15/28

BUILDING FORM

ARCHITECTURAL DESCRIPTION [] *see continuation sheet*

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

Newton Centre Library was built in 1927 by Richie, Parsons and Taylor. The building is a 1 1/2 story reverse T plan with the entrance in the corner of the T. The exterior is brick with a slate roof. In the gable end there is a circular window with a carved stone surround. The doorway has a segmental arched stone surround.

HISTORICAL NARRATIVE [] *see continuation sheet*

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

Newton Centre Library is one of the five Tudor Revival libraries built between 1926 and 1939 with citizen subscription. Newton Centre and Chestnut Hill combined to fundraise for this project. The form of Richie, Parsons and Taylor designed the building. James Richie, one of the principals in the firm, was a Newton Centre resident, first living at 34 Hancock Ave and later at 10 The Ledges. He was involved in several other Newton buildings, including the Police Station, Court House and several schools. Other, private commissions, included the Woodland and Charles River Golf Clubs and the Union Church in Waban. This library building is currently used to house the Department of Health.

BIBLIOGRAPHY and/or REFERENCES [] *see continuation sheet*

Building records 1294 Centre Street
Newton Graphic 3/1/26, 1/15/28
1987 MHC B Form

[X] Recommended for listing in the National Register of Historic Places. *If checked, a completed National Register Criteria Statement form is attached.*

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	NWT.2890
Historic Name:	Newton Centre Branch Library
Common Name:	Newton Department of Health Offices
Address:	1294 Centre St
City/Town:	Newton
Village/Neighborhood:	Newton Center
Local No:	NC-040; 61-035-03
Year Constructed:	
Architect(s):	Ritchie, Parsons and Taylor
Architectural Style(s):	English Revival
Use(s):	Administration Office; Library
Significance:	Architecture; Community Planning; Education
Area(s):	NWT.DO: Newton Center Village Center NWT.Z: Newton Multiple Resource Area - 1908-1940
Designation(s):	Nat'l Register Individual Property (2/16/1990); Nat'l Register MRA (2/16/1990)



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

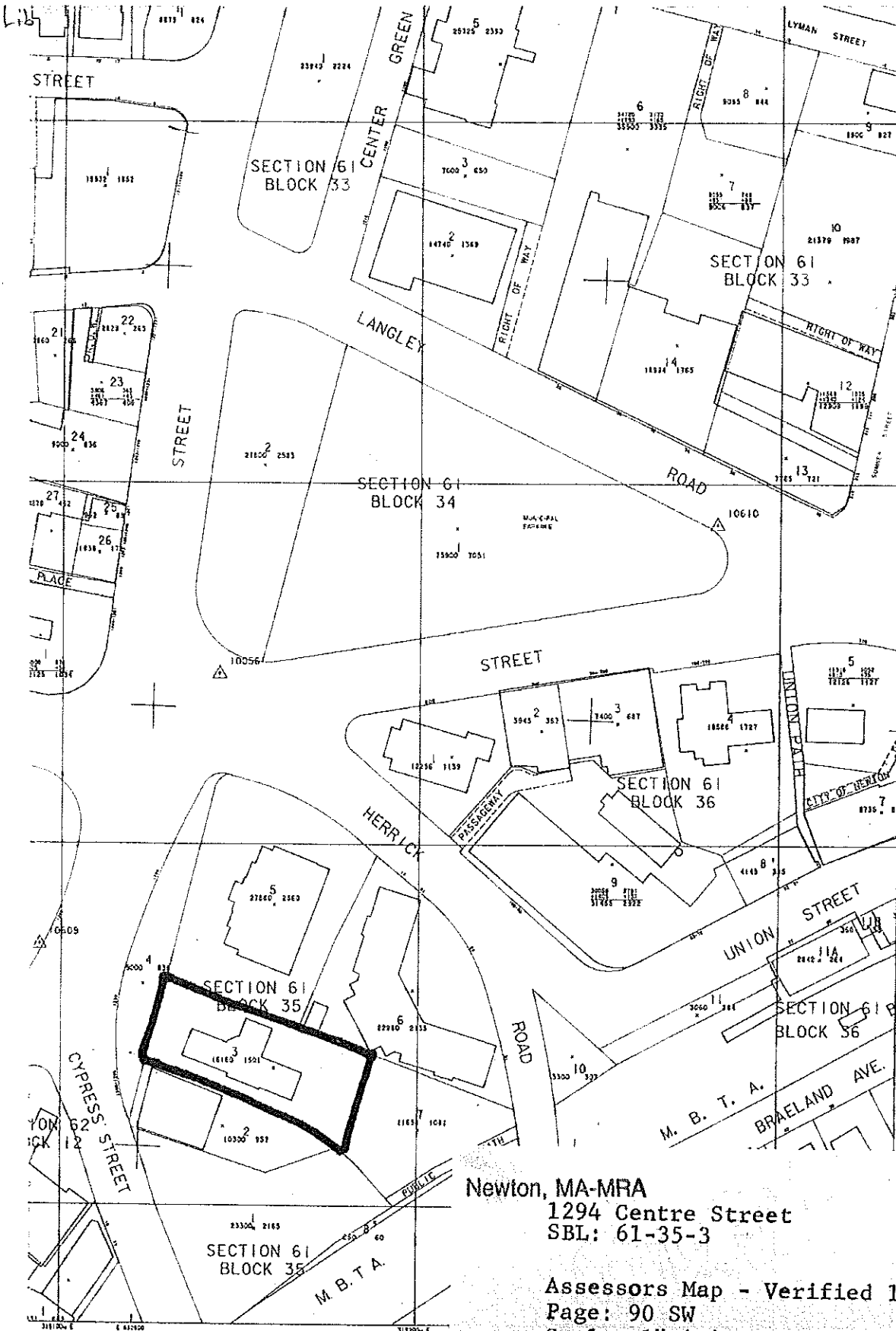
Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on:

Friday, June 22, 2012 at 1:12: PM



Newton, MA-MRA
1294 Centre Street
SBL: 61-35-3

Assessors Map - Verified 1985
Page: 90 SW
Scale: 1"=40' Reduced 50%

Joint Advisory Planning Group Report and Planning Department Report 1294 Centre Street #287-11(4)