



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FIVE

SPONSORED BY: Kassandra Gove **BILL No. 2025-123**
Kassandra Gove, Mayor

An Order to: Alter the Layout of Kimball Road and to Accept Parcel Y as shown on Definitive Subdivision of 47.5-57 Kimball Road in Amesbury, Massachusetts

Summary: The City Council shall alter the layout of Kimball Road and accept Parcel Y as shown on Definitive Subdivision of 47.5-57 Kimball Road in Amesbury, Massachusetts.

Be it Ordered by the City Council of the City of Amesbury assembled and by the authority of the same, as follows:

The City Council of the City of Amesbury, acting pursuant to G.L. c. 82, §§21 and 24, deems that common convenience and necessity require the alteration of the layout as a public way of Kimball Road, and hereby alters the layout of Kimball Road as a public way as shown on a plan entitled "Definitive Subdivision of Land at 47.5-57 Kimball Road in Amesbury, Massachusetts," dated January 20, 2015, prepared by Atlantic Engineering & Survey Consultants Inc., recorded with the Essex South Registry of Deeds in Book 39865, Page 346, which plan was referred to the Planning Board and which plan is hereby adopted as a part of this Order, and all land shown as "Parcel Y," containing 5,186 S.F., more or less, on said plan is hereby laid out and accepted as a public way, and further votes to accept a deed from BC Realty Trust for said Parcel Y, and votes to authorize the Mayor to accept the deed from BC Realty Trust for said Parcel Y, and to execute all documents and take all related actions necessary or appropriate to effectuate the foregoing alteration of layout, acceptance and land acquisition.

The aforementioned plan is hereby forwarded to the City Clerk for filing.

Dated: November __, 2025

Kassandra Gove, Mayor

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CITY OF AMESBURY
2025 NOV 10 PM 4:33



PARRY & PARRY, PC
PARRY TITLE COMPANY, PC

4 MERRIMAC SQUARE | MERRIMAC, MA 01860 | T | 978.346.0005 F | 978.346.0066

RECEIVED
CITY CLERK

2025 NOV 10 P 4:1

CITY OF AMESBURY

November 26, 2024

The Honorable
Kassandra Gove
Mayor of the City of Amesbury
62 Friend Street, 2nd Floor
Amesbury, MA 01913

RE: Parcel Y, Kimball Road and Brielle Way, Amesbury, MA

Dear Mayor Gove:

Please accept this letter on behalf of John Cornier, Trustee of the BC Realty Trust, as a proposal to the City of Amesbury to accept a parcel of land known as Parcel Y located at Kimball Road and Brielle Way for highway purposes. Parcel Y is shown on a plan of land approved by the Planning Board and is recorded in the Essex South Registry of Deeds at Plan Book 39865, Page 346, ("Plan"), the lotting sheet of which is attached hereto for reference and placement purposes. The Planning Board Decision accompanying the Plan approval is recorded at the Essex South Registry of Deeds at Book 39865 Page 284 ("Decision.") A copy of the Decision is attached for your reference.

The Plan was approved as a definitive plan concurrently with Cluster Residential and Common Access Driveway Special Permits. Since the Common Drive (known as Brielle Way) extends from the interior of a curve on Kimball Road, the motivation to create Parcel Y and offer it to the City for roadway purposes was to reduce the curve radius of the road layout for visibility and safety purposes. As shown on the Plan, Note 1 provides that "*Parcel "Y" is not to be considered a separate building lot and is to be deeded to the City of Amesbury for highway purposes.*" In addition, the Decision at Section II,7 provides relative to Parcel Y that "*A portion of the existing parcel shall be subdivided to create an unbuildable lot and deeded to the City of Amesbury for highway purposes. Prior to transfer of deed to the City of Amesbury, all improvements, including grading, stabilization and landscaping shall be completed by the Applicant. A split rail fence shall be installed along the frontage to establish the front yard property lines along Lots 1 through 5.*"

All of the grading, site stabilization and landscaping has been completed. While a section of split rail fencing remains to be erected along the limits of Parcel Y fronting Lot 1 on the plan, after consultation with the Planning Office, we believe that it is appropriate to submit this proposal prior to the completion of the work. The DPW Director has advised that there is an urgent need to submit this material. The Planning Board is holding adequate security from the developer to assure that all infrastructure and improvements will be completed.

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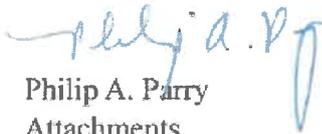
Parcel Y is described in the accompanying proposed deed. Several years ago, during the approval process, the content and form of the deed was submitted to and approved by the Planning Board after consultation with its legal counsel. However, due to the passage of time, I am requesting that I be allowed to communicate directly with the City's attorney to discuss and review the legal documents associated with this request. Please advise me if I may do so. Concurrently herewith, I am also submitting them to the City Engineer and DPW Director for review. After approval by them, it is my hope that this request may be formally submitted to the City Council.

Should the City agree to accept the conveyance of Parcel Y, my client will promptly execute and deliver the deed, along with the duly executed Trustee's Certificate and any necessary supporting documents and provide same to the City for recording at the Essex South Registry of Deeds.

Please contact me if there are any questions or concerns regarding the above.

I appreciate your consideration of this matter.

Yours very truly,



Philip A. Parry

Attachments

cc: Nipun Jain, Director of Planning
: Pascal Rettig, Planning Board Chair
: Ann Marie Casey, Staff Liaison
: Joseph Buckley, Director of Public Works
: John Cormier, Trustee
: Stantec Consulting Services, Inc.



DEED

John Cormier, Trustee of BC Realty Trust under declaration of trust dated January 15th, 1992 recorded at the Essex South Registry of Deeds at Book 11313 Page 386, as amended, of Merrimac, Essex County, Massachusetts,

For consideration paid of Less Than One Hundred (\$100.00) Dollars

Grant to The Inhabitants of the City of Amesbury, a municipal corporation, having a usual place of business at 62 Friend Street, Amesbury, Essex County, Massachusetts

With Quitclaim Covenants

A vacant tract of land, situate in Amesbury, Essex County, Massachusetts, located at Kimball Road, and being shown as Parcel Y on a plan of land entitled "Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts," by Atlantic Engineering & Survey Consultants, Inc., dated Jan. 20, 2015, as revised, which plan is recorded in the Essex South Registry of Deeds at Book 39865 Page 346.

Parcel Y contains, according to said plan, 5,186 square feet, more or less.

Parcel Y is not to be considered a separate building lot and is to be used for highway purposes as appurtenant to Kimball Road.

Until such time as Parcel Y is accepted by the City of Amesbury as part of the Kimball Road layout, the Grantor reserves a right to pass and re-pass over said Parcel Y for all the purposes of a street or way to and from the Common Access Drive on the above-referenced plan and Kimball Road for and on behalf of itself and its successors and assigns, including without limitation all those parties having any interest in and to the Common Access Drive, along with all those claiming by, through or under them as their interests appear of record.

No persons have homestead rights in any of the premises conveyed herein.

Meaning and intending to convey and hereby conveying a portion of the same premises conveyed to John Cormier, Trustee of BC Realty Trust by deed of Yvon Cormier Construction Corp. dated November 6, 2019 and recorded in the Essex South Registry of Deeds at Book 38070 Page 499.

Property Address: Parcel Y Kimball Road, Amesbury, MA

Executed under seal this ____ day of _____.

BC Realty Trust

By: John Cormier
Its: Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, before me, the undersigned notary public, personally appeared John Cormier, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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.

Notary Public – Philip A. Parry
My Commission Expires: 5-8-2031

TRUSTEE'S CERTIFICATE
Pursuant to M.G.L. c. 184, § 35

I, John Cormier, Trustee of the BC Realty Trust under declaration of trust dated January 15th, 1991, recorded at the Essex South Registry of Deeds at Book 11313 Page 386 (the "Trust"), as amended by Amendment to Trust dated June 21st, 2013 recorded in said Deeds at Book 32583 Page 561, of Merrimac, Essex County, Massachusetts, hereby certify under the pains and penalties of perjury that the following is true and correct with respect to said Trust:

1. I am the sole Trustee of the BC Realty Trust;
2. The said Trust remains in full force and effect and the Trust has not been amended except as stated above;
3. I have been directed in writing by the holders of 100% of the beneficial interest in said Trust to convey the premises known as Parcel Y Kimball Road to the Inhabitants of the City of Amesbury, for the consideration of Less Than One Hundred (\$100.00) Dollars, upon such other terms as I deem appropriate;
4. The Trustee of the Trust has authority to act with respect to real estate owned by the Trust, and has full and absolute power under said Trust to convey any interest in real estate and improvements thereon held in said Trust, and no purchaser or third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the application of any Trust asset paid to the Trustee for a conveyance thereof.
5. No beneficiary is a minor, an estate subject to taxation, a person under disability or a corporation conveying all or substantially all of its assets.
6. There are no other facts which constitute conditions precedent to acts by the Trustees or which are in any other manner germane to affairs of the Trust.

Executed under seal this _____ day _____, and subscribed and sworn to under the pains and penalties of perjury.

BC Realty Trust

By: John Cormier
Its: Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared John Cormier, Trustee of the BC Realty Trust, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public – Philip A. Parry
My Commission Expires: 5-8-2031



47.5 – 57 KIMBALL ROAD SUBDIVISION RESTRICTIVE COVENANTS
AFFECTING

LOTS 1-9 INCLUSIVE AND PARCEL X OWNED BY BC REALTY TRUST, LOCATED AT
47.5 – 57 KIMBALL ROAD, AMESBURY, MA

WHEREAS, John Cormier, Trustee of BC Realty Trust under declaration of trust dated January 15th, 1992 recorded at the Essex South Registry of Deeds at Book 11313 Page 386, as amended, of Merrimac, Essex County, Massachusetts, (hereinafter “Developer”) is the owner of land shown as Lots 1-9 inclusive as shown on a plan of land entitled “Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts,” by Atlantic Engineering & Survey Consultants, Inc., dated Jan. 20, 2015, as revised, which plan is recorded in the Essex South Registry of Deeds at Book 39865 Page 346, (hereinafter “Plan”); and

WHEREAS, Developer desires to impose the following conditions and restrictions to preserve the values, aesthetics and amenities of the lots, and in furtherance of this goal, the following conditions and restrictions are imposed for the benefit of all current and future owners (“Owners”) individually and collectively of Lots 1-9 inclusive, and Parcel X as shown on said Plan; and

WHEREAS, it is contemplated that Lots 1-8 inclusive are building lots, while Parcel X shall be an unbuildable lot upon which Common Access Driveway appurtenances shall be located and Lot 9 shall be permanently protected open space and;

NOW THEREFORE, Developer declares for itself and its successors in title, that Lots 1-9 inclusive and Parcel X as shown on said Plan are and shall be held, transferred, sold, conveyed, inherited, assigned, released, and occupied subject to and with the benefit of the Covenants and Restrictions hereinafter set forth, which restrictions shall run with the land, but shall expire thirty years from the date of recording of this document. Said covenants may be extended for successive periods of ten years as provided by law unless an instrument signed by a majority of the then owners of the Lots 1-8 has been recorded, agreeing to change said covenants in whole or in part.

1. LAND USE AND BUILDING TYPE:

- A. No building shall be erected or maintained on any of the Lots 1-8, inclusive, except a single family residence for dwelling purposes. A single-family residence may include an in-law apartment if permitted by the City of Amesbury Zoning

By-Law in effect during the term of these restrictions. No such residence shall be used in whole or in part for carrying on any trade, commerce or profession, but this restriction shall not prohibit a homeowner from maintaining a so-called "home occupation" provided that it is allowed under the Amesbury Zoning By-Law and any other legal requirements, and that the home occupation (i) shall be incidental to the primary use of the home for normal residential purposes and will not detract from the residential character of the development; (ii) there shall be no signs associated with such "home occupation" activity; (iii) vehicular traffic and parking associated with the home occupation shall not be increased; and (iv) client traffic associated with said "home occupation" shall be minimal.

Notwithstanding the foregoing, Developer or its successors in title may maintain and conduct construction and/or marketing activities on the lots as long as Developer in its sole discretion shall deem necessary, provided Developer still owns any of the Lots 1-8, inclusive as shown on the plan.

- B. The residential structures shall have a minimum of 2,000 square feet of living area exclusive of the attic, basement or porches. Attached garages may be constructed as appurtenant to each residential structure, but no garage for more than two cars shall be constructed. Detached garages may be built on Lots 1 and 2. No barns or outbuildings shall be constructed on any lot. No accessory sheds or pool cabanas may be constructed on any lot. Gazebos may be constructed on any lot, not to exceed a height of ten (10) feet, provided they are located and maintained to the rear of the residence or shielded from view to the extent possible from abutting residences. Any gazebo shall be screened from adjacent lots by trees, shrubs or approved fences. No more than one gazebo shall be erected on any lot. The floor area of any approved gazebo shall not exceed sixty four (64) square feet.
- C. No split entry, contemporary style, mobile or modular homes shall be allowed.
- D. Siding shall be of wood, brick, hardie board, stucco, stone or combinations thereof. Vinyl siding may also be permitted provided it is of a high quality, seamless type. In the case of wood and vinyl, colors shall be of an earth or natural tone approved by Developer in writing.
- E. No residence shall have poured or precast concrete stairs.

2. MISCELLANEOUS:

The following restrictions A-M shall apply only to Lots 1-8, inclusive, as shown on the above-referenced plan, as follows:

- A. No chain link fences shall be permitted on any lot. No fence exceeding six feet in

height shall be permitted on any lot, nor shall be placed within three feet of any lot line. No fences shall be erected along any boundary line so as to have the effect of creating a fence line between lots. Split rail fences shall be maintained in accordance with the Amesbury Planning Board Decision approving the subdivision.

- B. No farm animals, including without limitation, horses, sheep, pigs, cows, or fowl shall be maintained on any lot. No poultry house, dog or cat kennel shall be erected on any lot. (This restriction shall not apply to domesticated household pets, reasonable in number). Any household pets shall not be bred or maintained for the purposes of resale.
- C. No clothes lines shall be maintained on any lot.
- D. No dumpsters shall be maintained on any lot.
- E. No outside television antennas, radio aerials, satellite dishes or receivers over eighteen inches in diameter shall be maintained on any lot.
- F. No sign or advertising material shall be displayed on any lot, save for the purpose or subsequent resale of the lot or residence thereon. Any such sign shall be reasonable in size and of high quality.
- G. Underground swimming pools may be permitted on any lot, provided that the same shall be designed, located, and constructed so as to be compatible with the neighborhood. Any such pool shall be of high quality and design. No above ground pools shall be permitted on any lot.

Any pools shall be located in the rear yard of any lot, and in such a manner so as to preserve the views of others.

Any pools shall be properly screened from neighbors and the public view, to the extent possible, and no pool shall be placed nearer to a side lot line or to the rear lot line than the minimum setback lines imposed by the Amesbury Zoning Bylaw in effect from time to time.

The installation of any pools shall be completed in an expedited period and in no event shall exceed a period of ninety (90) days.

Within thirty (30) days of the completion of the installation of any pool, a pool owner shall landscape all yards and other areas disturbed during the installation of said pool in an aesthetically pleasing manner, giving due regard for abutting properties.

No pools may be constructed until such time as all construction work has been

completed on Lot 9, the Common Access Driveway, houses have been erected on each of the Lots 1-8, and all Bonds and monies held by the City of Amesbury to secure performance of the conditions of the subdivision as contained in the development Decision have been released to the Developer.

- H. There shall be no underground tanks for the storage of fuel or oil maintained on any lot, nor shall any fuel storage tanks be located outside residences.
- I. No trailers, campers, mobile homes, boats, or other recreational vehicles of any kind, nor non-operative or unregistered automobiles, nor commercial trucks requiring a Class 1 or Class 2 driver's license, machinery, supplies, materials, nor equipment of any kind shall be stored outside of a garage on any lot unless approved by Developer, which approval may be conditional, and the Developer may limit the location and duration for storage of such items.
- J. Any utility service connection to any buildings erected on any lot shall be constructed and maintained underground.
- K. These restrictions may be amended at any time by unanimous vote of the then Lot owners.
- L. Jungle gyms or swing sets may be permitted on any lot, provided they are of high quality, constructed substantially of wood and located on the Lot so as to be screened from adjacent lots (to the extent possible) by trees, shrubs, or approved fences.
- M. All Lot Owners shall contract with a private trash removal service unless curbside public pickup is available. Trash barrels shall not be allowed to be placed within the Common Access Driveway, nor in the Kimball Road layout.

The following restriction N shall apply only to Parcel X as shown on the above-referenced plan, as follows:

- N. Parcel X shall be used for the sole purpose of locating a sewer line, a water quality swale and infiltration system for street drainage, and no buildings or other structures shall be located thereon.

The following restriction O shall apply only to Lot 9 as shown on the above-referenced plan, as follows:

- O. Lot 9 shall be maintained substantially in its current condition in perpetuity for open space and conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

Subject to the exceptions set forth herein, the following acts and uses are prohibited on, above, and below Lot 9:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Usage, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
- (7) The disruption, removal, or destruction of any stone walls, split rail fences, or granite fence posts on or along the boundary of the Premises;
- (8) Subdivision; conveyance of a part or portion of Lot 9 alone, or division or subdivision of it (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.
- (9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
- (10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Restriction or which would materially impair its conservation or open space interests.

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

- (1) Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;
- (2) Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage; or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;
- (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;
- (7) Trails. The marking, clearing, maintenance and construction of unpaved footpaths. Trails are to be not wider than four feet;
- (8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, the owner's interest in Lot 9, and any protected conservation values; and,
- (9) Permits. The exercise of any right reserved by Developer under this Paragraph shall be in compliance with zoning, the Wetlands Protection Act, and

all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the owner takes any position whether such permit should be issued.

(10) Drainage Structures Appurtenant to the 47.5 – 57 Kimball Road Subdivision. The Developer may lay out, construct, operate, maintain, inspect, repair or replace a common sewer and all appurtenances thereto, a water quality swale directing street drainage away from the Common Access Driveway, an infiltration system for street drainage for the Common Access Driveway, and all appurtenances thereto.

3. ENFORCEMENT

As long as Developer, or Developer's successor, which is anticipated to be Roam Realty LLC, retains legal title to any of the Lots 1-8 as shown on the Plan, Developer or Developer's successor alone shall have the power to enforce the covenants herein contained as they apply to Lots 1-8, inclusive. After all of the Lots 1-8 have been conveyed by Developer or Developer's successor, then any two lot owners may enforce the restrictions set forth herein.

The Trustees of the 47.5 – 57 Kimball Road Homeowners Trust shall hereafter have the power to enforce all covenants herein which pertain to Parcel X.

The Town of Amesbury Conservation Commission shall hereafter have the power to enforce all covenants herein which pertain to Lot 9.

Enforcement shall be proceeding at law or in equity against any persons violating or attempting to violate any restriction either to restrain violation or to recover damages.

4. NO WAIVER

The failure by the Developer to enforce any restriction, covenant, or agreement herein contained shall in no way be deemed a waiver of its right to do so thereafter.

5. AMENDMENT:

The Developer reserves the right to modify, amend, change or terminate any or all of the restrictions and covenants as herein contained, when in its reasonable judgment that course of action becomes necessary or advisable, without the consent of any Lot owner, subject only to approval by the Amesbury Planning Board as to Parcel X and the Amesbury Planning Board and Conservation Commission as to Lot 9 to the extent either entity has jurisdiction thereover, until the Developer no longer owns any Lot.

Thereafter, any modifications, amendments, changes or terminations must be approved in writing unanimously by all of the Lot Owners, and any such modifications, amendments, charges or terminations shall be recorded in the Essex South Registry of Deeds.

7. INVALIDATION

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(Signature page to follow)

Executed under seal this 6th day of July, 2022.

BC Realty Trust

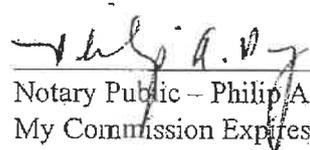

By: John Cormier
Its: Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 6th day of July, 2022, before me, the undersigned notary public, personally appeared John Cormier, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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.




Notary Public – Philip A. Parry
My Commission Expires: 5-24-2024



**DECLARATION OF COMMON ACCESS DRIVEWAY
EASEMENT AND MAINTENANCE COVENANT
47.5 – 57 Kimball Road, Subdivision, Amesbury, MA**

This Declaration of Common Access Driveway Easement and Maintenance Covenants (“Declaration”) is made this 6th day of July, 2022 by John Cormier, Trustee of BC Realty Trust under declaration of trust dated January 15th, 1992 recorded at the Essex South Registry of Deeds at Book 11313 Page 386, as amended, (“Grantor”) of Merrimac, Essex County, Massachusetts, which is the record title owner to Lots 1-9, inclusive, and Parcel X as shown on a plan of land entitled “Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts,” by Atlantic Engineering & Survey Consultants, Inc., dated Jan. 20, 2015, as revised, which plan is recorded in the Essex South Registry of Deeds at Book 39865 Page 346, some or all of which Lots and Parcel abut a Common Access Driveway and appurtenances thereto (“CAD”) as shown thereon.

The Grantor declares as follows:

- A. The owners of Lots 1-8, inclusive, as shown on the above-referenced plan, in common with each other, hereby have easement rights over, across, under and through the CAD for all purposes for which driveways are now or may hereafter be used in the City of Amesbury, including, without limitation, access on foot and by motor vehicle and including the installation, maintenance, replacement, removal and use of underground utility lines including, without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines. utility connections and to provide adequate access either to i) their individual Lots, or ii) to Lot 9 and Parcel X, as an appurtenant right;
- B. Each of the Lots 1-8, inclusive, (“Lots”) as shown on the plan shall be conveyed with an appurtenant right to use the CAD in accordance with the terms of this Declaration and the Declaration of the 47.5 – 57 Kimball Road Homeowners Trust, under Declaration of Trust dated July 6th, 2022 and recorded with the Essex South Registry of Deeds herewith (“Homeowners Trust”), which Lots shall be subject to the easements in Section I, herein;
- C. Because Lot 9 and Parcel X as shown on the Plan are not to be conveyed as individual building lots, and Lots 1-8, inclusive, shall each have an appurtenant right to the use of Lot 9 and Parcel X in common with the other Lot Owners, Lot 9 shall be conveyed either to the City of Amesbury or to the 47.5 – 57 Kimball Road Homeowners Trust as permanently protected Open Space, and Parcel X shall be conveyed to the Homeowners Trust. Neither Lot 9 nor Parcel X shall be hereafter subject to the cost of any maintenance, repair or capital improvements relative to the CAD, but each of those Lots shall remain subject to the easements in Section I, herein;
- D. The owners of the Lots (“Lot Owners”) will indemnify and save the others harmless from and against any loss, damage or liability arising out of the exercise of the rights granted herein;

- E. It is essential to the value and enjoyment of the Lots that the CAD be properly used and maintained, in good condition and repair;
- F. The Lot Owners have agreed to share in the cost of maintaining the CAD according to a formula set forth in Section 3.1 herein;
- G. The Trustees of the Homeowners Trust shall be bound to uphold the provisions of this Declaration;
- H. As of this date, the owner of the all of the Lots is the undersigned Grantor; and
- I. The Grantor declares and covenants for itself, its successors and assigns and those claiming by, through or under it, to the following easements and conditions, which are hereby imposed for the benefit of the Lot Owners and the City of Amesbury, and which shall be administered and enforced in accordance with its Zoning By-Laws, in consideration of the Town's granting of a special permit pursuant to the Amesbury Zoning By-law, Section XI O, as follows:

- a. The CAD shall be constructed in conformance with the terms of the special permit granted by the Amesbury Planning Board and shall be used in compliance therewith;

- b. The City of Amesbury shall have no responsibility for maintenance of the CAD and there shall be no plowing of the CAD or trash pickup within the CAD by the City of Amesbury. As between the City of Amesbury and the Lot Owners, the Lot Owners shall bear 100% responsibility, jointly and severally, for maintenance and repair of the CAD;

- c. The Lot Owners shall never request the City of Amesbury to maintain, or plow the Shared Driveway, as it is the intent of the Grantor and the City of Amesbury that the CAD shall be a private easement and shall never be considered or accepted as a public way or private way open to the public;

- d. Individual lots are subject to the following easements or conditions pertaining to the CAD:

Each of the lots 1-8, inclusive, and Parcel X, is subject to the maintenance program detailed in the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith.

Each of the Lots 3, 4, 6, 7, 8 and Parcel X, is subject to a temporary easement along that portion of each lot which fronts the Common Access Driveway extending 15 feet from the front lot line for the purposes of grading each lot to conform with the City of Amesbury Rules and Regulations. Such easement shall be extinguished and deemed lapsed upon the completion of the last home to be constructed on any of the Lots 1-8 and upon the issuance of the certificate of occupancy for the residence located on same;

Each of the Lots 3, 8 and Parcel X are subject to temporary easements for stockpiling soils and material during the construction process, which easements shall be deemed lapsed upon the conveyance to a bona fide purchaser of the lot and upon the issuance of the certificate of occupancy for the residence located on same;

In addition to this Declaration, each of the Lots is also subject to the following pertaining to the CAD:

Lot 1 – Subject to terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Lot 2 – Subject to terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Lot 3 – Subject to terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Lot 4 – Subject to terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Lot 5 – Subject to terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Lot 6 – Subject to Sewer Easement “E” for the benefit of Lots 4, 5, 7 and 8 for the purpose of laying out, constructing, operating, maintaining, inspecting, repairing or replacing a common sewer and all appurtenances thereto; terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Lot 7 - Subject to Sewer Easement “A” for the benefit of Lots 5 and 8 for the purpose of laying out, constructing, operating, maintaining, inspecting, repairing or replacing a common sewer and all appurtenances thereto; terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Lot 8 - Subject to Sewer Easement “B” for the benefit of Lot 5 for the purpose of laying out, constructing, operating, maintaining, inspecting, repairing or replacing a common sewer and all appurtenances thereto; terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Lot 9 - Subject to Sewer Easement “C” for the benefit of Lots 4, 5, 6, 7 and 8 for the purpose of laying out, constructing, operating, maintaining, inspecting, repairing or replacing a common sewer and all appurtenances thereto; an easement for the location of a stoned weir with rip rap slope relative to a water quality swale directing street drainage for the Common Access Driveway and all appurtenances thereto; terms and

conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised and recorded in the Essex South Registry of Deeds herewith;

Parcel X - Subject to Sewer Easement "D" for the purpose of laying out, constructing, operating, maintaining, inspecting, repairing or replacing a common sewer and all appurtenances thereto; an easement for the location of a water quality swale directing street drainage for the Common Access Driveway and all appurtenances thereto; and an easement for the location of a infiltration system for street drainage for the Common Access Driveway and all appurtenances thereto; terms and conditions of the StormWater Maintenance Operation and Plan dated June 20, 2017, as revised [and recorded in the Essex South Registry of Deeds herewith.

e. The Homeowners Trust shall be obligated to maintain the water quality swale, infiltration system, and street drainage system located within the CAD and on Lot 9 and Parcel X, the turnaround area in the Cul-De-Sac of the CAD and all plantings therein, and all landscaping and erosion control located within the limits of the CAD.

f. Each deed of conveyance or other instrument of transfer of a Lot or Lots executed by the Grantor or its successor shall include a reference to this Declaration;

g. In the exercise of the rights and obligations granted hereunder, each Lot Owner shall comply with all applicable laws, statutes, regulations and bylaws now or hereafter in effect;

h. The Lot Owners agree never to rescind or modify this Declaration unless approved by the Planning Board of the City of Amesbury;

i. The Grantor and its heirs/successors and assigns shall forego any action at law or equity attempting to contest the validity of any provision of the covenants contained herein and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration as a defense. If any provision of this Declaration shall nevertheless to any extent be held invalid, the remainder shall not be affected.

j. The Grantor agrees to record this Declaration with the Essex South District Registry of Deeds upon approval of the Common Access Driveway special permit in accordance with the Amesbury Zoning Bylaws, prior to the conveyance or other transfer of any interest in one or more of the Lots.

The Grantor further agrees to provide the Amesbury Planning Board a copy of the recorded Declaration within seven business days of its recording.

The covenants and obligations contained herein shall be enforceable by the Lot Owners and the City of Amesbury, acting by and through its Planning Board. The City shall have the option to enforce said covenants, but does not have the obligation to do so. Any election by the City as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

J. Operation of this Declaration shall be made in accordance with the following.

SECTION I – EASEMENT

1.1 A perpetual easement (“Easement”) has been and is hereby established over, across, and through the CAD for the purpose of ingress and egress to and from the Lots and for the construction, maintenance and repair (including reconstruction) of the CAD and all related appurtenances, including utility lines.

1.2 The Easement burdens the CAD, and benefits and runs with the Lots as stated previously.

1.3 The Easement also may benefit any utility company or provider of utility services to one or more of the Lots.

SECTION II – REPAIR AND MAINTENANCE OF EASEMENT; CAPITAL IMPROVEMENTS

2.1 The CAD is to be used as a drive for vehicular traffic and shall be properly maintained in good condition for this purpose.

2.2 When repairs and/or maintenance appears to be necessary, including snow removal, the Homeowners Trust may undertake such repairs or maintenance anywhere along the CAD upon the affirmative vote of either i) any five (5) of the owners of Lots 1-8, inclusive, or ii) any three (3) of the owners of Lots 3, 4, 6, 7 or 8. The total cost of the particular item(s) of maintenance or repair being undertaken and the person or entity assigned or contracted with to perform same must also be approved by the aforesaid Lot owners as so stated in the preceding sentence. The Lot Owners shall share in the costs of any approved maintenance, repair or capital improvement according to the formula as set forth in Paragraph 3.1 and Article IV of the Homeowners Trust.

2.3 Capital improvements (such as paving) to the CAD may be undertaken upon the affirmative vote of either i) any five (5) of the owners of Lots 1-8, inclusive, or ii) any three (3) of the owners of Lots 3, 4, 6, 7 or 8. The total cost of the particular item(s) of such capital improvement being undertaken and the person or entity assigned or contracted with to perform same must also be approved by the aforesaid Lot owners as so stated in the preceding sentence. The Lot Owners shall share in the costs of any approved capital improvement according to the formula as set forth in Paragraph 3.1 and Article IV of the Homeowners Trust.

2.4 The Lot Owners shall grant to one another reasonable rights of access and passage to and from his or her Lot for the purposes of conducting maintenance and repair to the CAD or for installing capital improvements.

2.5 The Homeowners Trust, or any person or entity designated to act on behalf of the Homeowners Trust, in undertaking the approved maintenance, repair, or capital improvement, may contract for and initially pay on behalf of the Homeowners Trust all reasonable costs associated with the work, but shall be entitled to reimbursement by each of

the other Lot Owners in their respective percentages as set forth below. The Lot Owner(s) actually incurring such costs will promptly invoice the others for his/her/their proportionate share. The others shall pay the invoice rendered within seven (7) days of receipt. No Lot Owner will be entitled to reimbursement for the cost of any repair or maintenance undertaken without the prior approval of as stated above.

2.6 Provided a Lot Owner is current in his or her obligations to the Homeowners Trust and/or other Lot Owner(s), such Lot Owner will be immediately released from all personal liability for costs associated with the repair and maintenance of or capital improvements to the CAD upon the sale or other conveyance of all of his or her interests in the Lot owned by him or her.

2.7 The Lot Owners shall work together cooperatively to coordinate the repair, maintenance or capital improvement activities so as to make them as quickly and economically as possible so as to minimize interference with the Lot Owner's use of the CAD. To the extent reasonably possible or upon the request of the Homeowners Trust, any person proposing to perform any repairs, maintenance or capital improvements will obtain competitive bids for the purpose of cost comparison. The Lot Owners will be provided with reasonable notice before any work, maintenance or capital improvements are undertaken. All work, once undertaken, will be performed promptly to completion.

2.8 The Lot Owners will exercise reasonable care in their use of the CAD so as not to cause more than normal wear and tear. Any damage to the CAD caused by a Lot Owner or his or her guests or invitees shall be promptly repaired that Lot Owner at his or her sole cost and expense. If a Lot Owner fails to repair any damage to the CAD within ten (10) days after receipt of written request from the Homeowners Trust or any three Lot Owners, the Homeowners Trust may do so, and the cost thereof shall be the sole responsibility of the responsible Lot Owner which may be invoiced, paid and collected as set forth in Section 2.5, above.

SECTION III – COST-SHARING FORMULA

3.1 The formula to apportion the costs for repair, maintenance or capital improvements to the CAD is as follows and shall be determined in accordance with Article IV of the Homeowners Trust:

- Lot 1 – 5%;
- Lot 2 – 5%;
- Lot 3 – 12.5%;
- Lot 4 – 12.5%;
- Lot 5 – 5%;
- Lot 6 – 20%;
- Lot 7 – 20%; and
- Lot 8 – 20%.

SECTION IV – ASSIGNMENT OF RIGHTS

4.1 All rights and obligations hereunder shall not be further assigned or delegated by the Lot Owners except and only in conjunction with the sale or transfer of title to a Lot.

SECTION V – AMENDMENT

5.1 The provisions of this Declaration may be amended, but only with the consent of six (6) of the Lot Owners of Lots 1-8, inclusive.

SECTION VI – VOTING RIGHTS

6.1 If a lot is owned by more than one person or entity, all of the collective owners of the Lot are referred to as the Lot Owner, and are entitled to one collective vote, such that each Lot represents one vote in the matters covered by this Declaration.

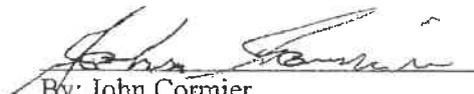
SECTION VII - BINDING AGREEMENT

7.1 The easement rights and responsibilities set forth in this Declaration shall be perpetual and shall run with the land affected hereby, and shall be binding upon the successors and assigns of the Lot Owners and upon the Trustees of the Homeowners Trust.

Grantor derives its title to the affected premises by deed of Yvon Cormier Construction Corp. dated November 6, 2019 and recorded in the Essex South Registry of Deeds at Book 38070 Page 499.

Executed under seal this 6th day of July, 2022.

BC Realty Trust

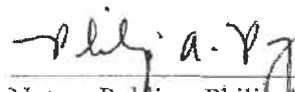

By: John Cormier
Its: Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 6th day of July, 2022, before me, the undersigned notary public, personally appeared John Cormier, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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.




Notary Public – Philip A. Parry
My Commission Expires: 5-24-2024

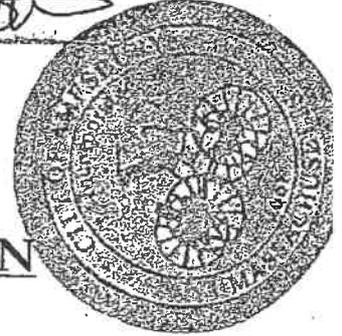
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AMESBURY CITY CLERK

A TRUE COPY ATTEST

Amanda Hester
CITY CLERK



PLANNING BOARD DECISION

*Property
Ownership:*

Yvon Cormier Construction Corp.
6 High Street
Merrimac, MA 01860



Applicant:

BC Realty Trust
64 School Street
Merrimac, MA 01860

Application Type:

- a) **DEFINITIVE SUBDIVISION; and**
- b) **CLUSTER RESIDENTIAL - SPECIAL PERMIT**
- c) **COMMON ACCESS DRIVEWAY - SPECIAL PERMIT**
- d) **WATER RESOURCE PROTECTION - SPECIAL PERMIT**

Project:

8 single-family lot subdivision
47.5 - 57 Kimball Road, Amesbury, MA

Date:

September 28, 2020

A. BACKGROUND

On or about September 27, 2016, the Planning Board of Amesbury ("Board") received an application for Definitive Subdivision as defined under Chapter 41, Section 81-O and T and as per requirements under Subdivision Rules and Regulations of the City of Amesbury.

On or about September 27, 2016, the Board also received an application for Cluster Residential Special Permit under Section XI.D and as required under Sections V, VI and XI.D and (WRPD) of the Amesbury Zoning Bylaw for a nine (9) lot subdivision consisting of eight (8) new single family lots, on an approximately 19.34 acre parcel located at 47.5 – 57 Kimball Road in Amesbury MA. The plans were drawn on January, 20, 2015 by Atlantic Engineering & Survey Consultants, Inc. last revised on September 10, 2020 and submitted by JMC Construction on behalf of BC Realty Trust (the “Applicant”). The set of plans include sixteen (16) sheets.

The Board also received supplemental plans and documents pertaining to stormwater and drainage, erosion control, water and sewer, house plans, elevations and landscaping plans for review. The following are attached as exhibits or referenced herewith:

- Exhibit 1 – Subdivision Plan Set as revised through September 10, 2020 and Reports

The Board held the initial public hearing on March 2, 2020 and subsequent public hearings on 5-11-2020, 9-14-2020, and 9-28-2020 for the Definitive Subdivision Plan and (3) Special Permits. The public hearings for the applications were closed on September 28, 2020 and a decision was rendered on the applications.

Brief Permitting History:

On or about March 2, 2015, an application for a Definitive Subdivision Plan with two Special Permits, (1) Cluster Residential and (2) Common Access Driveway was submitted by BC Realty Trust, 64 School Street, Merrimac MA 01860. The public hearing was held on April 13, 2015. On or about April 23, 2016, an application for a Water Resource Protection Special Permit was submitted to be reviewed with the previous application. The public hearing was opened on June 8, 2015. On July 25, 2016, the Board voted to accept the applicant’s request to Withdraw without Prejudice.

On or about September 27, 2016, a new application for a Definitive Subdivision Plan with three Special Permits, (1) Cluster Residential, (2) Common Access Driveway, and (3) Water Resource Protection was submitted by BC Realty Trust, 64 School Street, Merrimac MA 01860. The public hearing was opened on October 24, 2016. Subsequently, there was a lack of quorum to

proceed on the continued public hearing due to change in membership on the Board. The public hearing was re-opened on March 2, 2020 with subsequent hearings on 5-11-2020, 9-14-2020, and 9-28-2020.

This is the Decision of the Board ("Decision").

B. FINDINGS

1. Property Description - The 19.34 acre property ("Property") is shown on Map # 60, Lots #6, 6A, 6B, 6C, 6D & 6E. All six (6) parcels are owned by Yvon Cormier Construction Corp. The Applicant is BC Realty Trust of 64 School Street, Merrimac 01860. The site is located in the R-40 district and requires a minimum lot area of 40,000 sf. and 140 feet of frontage for each lot. Portions of the project site are also located in the Water Resource Protection Overlay District (WRPD). The site is currently undeveloped.
2. Project Description - The proposed Cluster Residential development ("Project") consists of eight (8) single family lots as shown on the Subdivision Plan(s) ("Plans"). As shown on the plans, at least 70% of the Property shall be deeded as a permanent open space and conservation area as depicted on the Plans. Such open space area is proposed to be donated to the Amesbury Conservation Commission ("Commission") or other such conservation agency or organization as specified by the Board.
3. Utility Impacts - All utilities and infrastructure in the proposed right of way are proposed to be owned and maintained by the homeowners association privately. The proposed access and infrastructure layout are adequate for serving the proposed lots and are not a burden on the City's infrastructure if installed properly and in accordance with the revised subdivision plans.
4. Traffic Impacts - The proposed layout of the private way to create access and frontage for single family lots does not create undue traffic congestion or impact pedestrian safety on Kimball Road. The design of the roadway allows for access to emergency and fire response vehicles for public safety purposes.
5. Limit-of-Work - The limit of work is located outside of the most sensitive environmental resources on the Property and the Project requires minimal work within the jurisdictional areas. The Applicant has also requested waivers from front yard setbacks, lot area, buffer areas, and the frontage requirements to further protect primary and secondary resource areas and maintain the existing tree lines along the perimeter of the Property.

6. Yield Plan - A Yield Plan was submitted with the application showing an eight (8) lot conventional subdivision. Using the provisions of §XI.D, a Cluster Subdivision Plan was developed that preserves more than 70% open space on the Property. The Board finds that the Cluster Subdivision Plan is superior to the Conventional Subdivision Plan because it reduces the amount of impervious area, preserves most of the undeveloped land as open space, protects the environmental resources areas and allows for the protection of wetlands on the site. The Cluster Subdivision Plan also promotes a more efficient use of land.
7. Site and Building Design - Although the project has a smaller average lot size than a conventional subdivision, the proposed lot and roadway layout, landscaping, buffer areas, and house size and design is appropriate for the site and is consistent with the surrounding neighborhood. Thus, the Board supports the cluster design provided the proposed lots and houses are consistent with the lot layout, house styles, building design, landscaping, and lighting as approved by the Board per this Decision.
8. Stormwater Management: The proposed Project has been reviewed by the Board's peer review consultant to ensure that there are no adverse impacts on abutting properties due to stormwater runoff or soil disturbance and erosion from construction activities. The Board finds that the best management practices proposed for collecting stormwater are adequate provided the stormwater management plan is implemented as approved by the Board. It also finds that should the Project be constructed in accordance with the Order of Conditions as issued by the Commission, it should ensure that there is no adverse impact to the environmental resources and provided that there is adequate monitoring of the installation of the stormwater management systems.
9. Environmental Permits: The development is located in the Water Resource Protection District. The proposed lots 5 and 7 are also subject to the provisions of WPA and the local Wetlands Ordinance. The Applicant has applied for and received approval from the ACC for proposed improvements shown on Lots 5 and 7.

C. WAIVERS

By application dated on or about 6/28/2018, the Applicant provided the Board with a list of waivers sought from the provisions of Amesbury's Subdivision Rules and Regulations and the Zoning Bylaw (see list below in Table 1). The Board has endeavored to grant waivers from those rules and regulations, only to the extent necessary, where the waivers are consistent with the purpose and intent of the regulations and would not threaten public health, safety or welfare and to minimize harm and disruption to the locus and real property abutting the locus. The following waivers are granted to the extent necessary to construct the approved plan as submitted and revised:

TABLE 1:

Section(s) of Subdivision Rules and Regulations	Requested Waiver	Decision of the Board
6.02.12 - this regulation requires that all trees greater than 12" in diameter be shown on the plan.	Individual trees over 12 inches along Kimball Road were identified. Others are not located and are not shown on the plan.	Granted to the extent necessary provided that 1) no trees outside the limit or work are removed or destroyed during construction, 2) new street trees and split rail fence are planted along Kimball Road as per regulations; and 3) the cul-de-sac shall be planted as per approved final landscaping plan
7.09.c - 24 feet is required.	The width of the pavement in the proposed road is 22 feet.	Granted to the extent necessary to construct the plan as approved provided a permanent restrictive covenant is recorded stating that the roadway and all associated infrastructure shall remain privately owned in perpetuity.
7.09.g – granite curbing is required.	Request to waive curbing	Granted to the extent necessary to construct the plan as approved provided a permanent restrictive covenant is recorded stating that the roadway and all associated infrastructure shall remain privately owned in perpetuity.
7.09.h- requires sidewalks	Request to waive sidewalks as this would be a private	Granted to the extent necessary to construct the plan as approved

	way	provided 1) a permanent restrictive covenant is recorded stating that the roadway and all associated infrastructure shall remain privately owned in perpetuity; and 2) providing access along nature trails in the open space Parcels are constructed by the developer/applicant as approved.
7.09.i - the required spacing is 30-foot intervals.	Street trees are proposed at approximately 40-foot intervals along the road.	Granted to the extent necessary provided individual lots are landscaped as per approved plan; 2) Street trees and split rail fences are installed along Lots 1 through 5; and 3) the CAD tree planting plan is implemented as approved.
7.09.k(2)- size of cul-de-sac relative to vehicle access	Request to allow a circular turnaround that provides access to emergency vehicles and buses with a 30 feet wheel base.	Granted to the extent necessary to construct the plan as approved provided a permanent restrictive covenant is recorded stating that the roadway and all associated infrastructure shall remain privately owned in perpetuity.
7.09.k(10)- catch basins and methods of handling stormwater	Request to waive requirement of catch basins and traditional closed pipe system and to allow surface drainage as shown on plans	Granted to the extent necessary to construct the plan as approved provided a permanent restrictive covenant is recorded stating that the roadway and all associated infrastructure shall remain privately owned in perpetuity.
Section 7.13 requires street lights	To allow yard lamps in lieu of street lights	Granted to the extent necessary to construct the plan as approved.
Section 8.04 - catch basins and methods of handling stormwater	Request to waive requirement of catch basins and traditional closed pipe system and to allow surface drainage as shown on plans	Granted to the extent necessary to construct the plan as approved provided a permanent restrictive covenant is recorded stating that the roadway and all associated infrastructure shall remain privately owned in perpetuity.
Section 8.05 requires sidewalks	To provide no sidewalks along the private roadway.	Granted to the extent necessary provided the boardwalks over the

		wetlands providing access along nature trails in the open space Parcels are constructed by the developer/applicant as approved.
XI.D.6.b.8- wherever feasible, the minimum width of open land between the limit of work of the cluster development and adjacent property shall be 50 feet.	The width of the open space behind lot 1 is 40 feet,	Granted to the extent necessary to construct the plan as approved provided that 1) a split rail fence is installed along the rear lot lines abutting the open space, 2) an eight feet wide walking trail is initially constructed to access the open space parcel and 3) Granite markers are installed at the entrance of the trail from Kimball Road.
XI.D.6.a.2- a minimum frontage of 100 feet is required for cluster lots, though the planning board may reduce this requirement up to 50%.	Lots have between 50 and 100 feet of frontage.	Granted to the extent necessary to construct the plan as approved provided that 1) the houses are built as per approved architectural drawings and details, and 2) the lots are landscaped as per approved plan for each lot.
Sections XI.O.2.b and XI.O.2.n.1 - frontage on the CAD	To waive the frontage requirements for lots 6, 7 and 8 and use the CAD for frontage	Granted to the extent necessary to construct the plan as approved provided that 1) the houses are built as per approved architectural drawings and details, and 2) the lots are landscaped as per approved plan for each lot.
Section XI.O.2.c - maximum number of lots that have access from CAD	To allow lots 3 and 4 to have access from CAD	Granted to the extent necessary to construct the plan as approved provided that 1) the houses are built as per approved architectural drawings and details, and 2) the lots are landscaped as per approved plan for each lot.
Section XI.O.2.h - to provide a storage shed	To waive the requirement for a storage shed	Granted to the extent necessary to construct the plan as approved provided that 1) the houses are built as per approved architectural drawings and details, and 2) the lots are landscaped as per approved plan for each lot and 3) wooden split rail fence is installed along the frontage of Lots 1 through 5.

<p>Section XI.D.6.B.9. - the required front yard setback may be waived from 25' to 15' to protect or enhance the primary and secondary resource areas.</p>	<p>To reduce the front yard setback for lots numbered 4 and 5 as shown on the plan. The proposed front yard setback shall be at least 15 feet for lots enumerated above.</p>	<p>Granted to the extent necessary to construct the plan as approved provided that 1) the houses are built as per approved architectural drawings and details, and 2) the lots are landscaped as per approved plan for each lot.</p>
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D. GRANT OF PERMIT AND CONDITIONS THERETO

With the findings as noted in Section B, the waivers granted in Section C and with the conditions of approval as noted in this Decision, the Board finds that the project satisfies the criteria of Amesbury Subdivision Rules and Regulations and the Amesbury Zoning Bylaws.

After public hearing, upon notice in accordance with the statute (Mass. General Laws - (1) Chapter 41, Section 81-O and T; and (2) Chapter 40A, section 11) and the Amesbury Zoning Bylaw, and after full consideration of the evidence presented, and upon the findings made by the Board and hereinafter set forth, a Cluster Residential Special Permit and Definitive Subdivision Plan Approval for a ____ lot subdivision at 47.5 – 57 Kimball in Amesbury, MA is granted to the Applicant for the premises described in the application, further upon the special conditions that follow:

I. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS:

The Subdivision, and all construction, dwelling units, utilities, roads, drainage, earth removal and all related appurtenances with respect to the Subdivision, shall comply with all applicable local, state and federal regulations except as waived specifically by this Decision. The Applicant shall be responsible for acquiring all other local, state and federal permits and approvals as necessary to construct the subdivision as approved by the Board. Final action on all other permits shall be submitted to the Board for record. The Board notes that the following are some of the permits that may be needed for this subdivision prior to start of any construction activity:

1. Compliance with the Massachusetts Wetlands Protection Act and related regulations, G. L. c. 131, § 40-40A, and the Amesbury Wetlands Bylaw and Regulations;
2. Compliance with DEP Stormwater Regulations, as needed; and
3. NPDES permit from Environmental Protection Agency,

II. GENERAL AND IN PERPETUITY CONDITONS

1. Completion of Construction – The subdivision, new roadway and all associated improvements shall be completed within three years of recording of the Board’s decision. By the Board’s written approval, this may be extended by no more than a period of one (1) year beyond the three year period;
2. Ways and Easements - The Applicant shall retain all title to the ways and easements in the Project as per Section 6.10 of Subdivision Rules and Regulations. The subdivision road shall remain a private way and all associated improvements, including but not limited to utility and stormwater management infrastructure shall be maintained by the Applicant or the Homeowners’ Association per Section XI.O. A restrictive covenant shall be recorded to this effect prior to release of any lots with frontage on this subdivision road;
3. Waivers - Except as waived specifically in the Decision, the development of this Project, including the construction of all dwelling units, utilities, roads, drainage structures and other appurtenances, shall comply with the Amesbury Subdivision Rules and Regulations and Zoning By-Law in effect at the time of this Decision. In the event that further waivers are required, the Applicant shall submit a written request for such waiver(s) to the Board and the Board may grant or deny such additional waivers in accordance with applicable rules and regulations in effect at that time.
4. Open Space Parcel(s) - All open space parcels identified on the Final Plans for permanent protection shall have a permanent conservation restriction in perpetuity. These areas are to be left in their natural or its existing, vegetative state with no provisions for site future alteration, including but not limited to a prohibition on tree removal, land clearing and site grading of these areas except for forestry management purposes, maintaining pedestrian access trails and bridges, stormwater management maintenance and for permitted passive public recreational uses. Surety being held for the construction of the roadway, installation of the utilities or the approved open space improvements for the Project shall be released by the Board once a permanent conservation restriction has been

reviewed and approved by the Board and such restriction has been recorded at the Registry of Deeds. All open space parcels shall be maintained by the Applicant until such time as all the proposed improvements are complete, all the lots have been built upon and the proposed Way and associated stormwater management systems have been accepted by the City. A split rail fence shall be installed by the Developer to enclose the detention areas. A split rail fence shall also be installed along the any lot line that abuts the open space parcel to establish the boundaries of the open space. All existing and proposed trails shall be cleared to a minimum width of 8 feet and mulched. A trail marker shall be installed at the start of the trail on Kimball Road. This shall include a minimum 4" x 4" post 48 inches tall granite posts on either side of the open space trail. All split rail fences and granite posts shall be maintained in perpetuity by homeowners through the Home Owners Association for the subdivision;

5. Conservation Restriction and Conveyance of Permanent Open Space – The Applicant shall convey to the City, or another entity as determined by the Board, the common open space shown on the plan (____ acres +/-). The Applicant shall submit a petition to the City to accept open space parcels no later than May 31, 2021 or prior to request for Occupancy Certificate for any lot, whichever is earlier. All improvements (boardwalks, trail signs and other improvements) previously approved by the Planning Board or Conservation Commission and shown on the approved plans, shall be completed prior to request for Occupancy Certificate for any lot;
6. Street Trees along Kimball Road: Existing mature trees over 8 inches in caliper are proposed to be removed along Kimball Road to improve sight lines. These trees shall be replaced with new street trees installed outside of the line of sight along the frontage of lots 1 through 5 as per approved final street tree and landscaping plan.
7. Parcel Y: A portion of the existing parcel shall be subdivided to create an unbuildable lot and deeded to the City of Amesbury for highway purposes. Prior to transfer of deed to the City of Amesbury, all improvements, including grading, stabilization and landscaping

shall be completed by the Applicant. A split rail fence shall be installed along the frontage to establish the front yard property lines along Lots 1 through 5.

8. Parcels V and W: These new unbuildable lots shall be deeded to the adjoining Arcadia Condominiums. The new property lines shall be delineated with a split rail fence along the new boundaries for these lots that abut the open space parcel, Lot 9 prior to transfer of deed to the Arcadia Condominiums;
9. Parcel X: The developer or his assignees shall retain ownership of Parcel X, an unbuildable lot created for stormwater management purposes only.
10. Changes in Project Density, Design and installation of Accessory Structures - No further subdivision of the property or creation of any new dwelling units or other permanent accessory structures shall be allowed without further review and approval by the Board; Any change to the subdivision plans or any of these conditions of approval, including, but not limited to, the building footprint and driveway locations, landscaping plans, Design Standards and the approved building construction materials, site improvements and finished grades or to any recorded legal documents shall only be allowed after review and approval by the Board. Substantive revisions to the Final Plans, such as relocation (except relocation within the building "envelopes" as proposed) or additions of dwellings or lots (except as specified in this Decision), relocation of more than one property line, relocation of the right of way or other substantive changes from the Final Plans shall not be permitted without further review and written approval of the Board;
11. Wetland Permitting – In order to effectively coordinate and integrate the required observation and inspection reports for this project, the Board recognizes that the Plan(s) shown under the Notice of Intent Application (as revised) and the Order of Conditions, issued by the Commission, shall also be carried out to the satisfaction of the Commission or its agents. Except as waived by this Decision or a decision of the Commission, the construction of this subdivision shall comply with the Amesbury Wetlands Bylaw and Commission Regulations in effect at the time any building permit is sought for a dwelling

unit or for any jurisdiction for roadway-associated construction, and with all rules, regulations and permit requirements and certifications of the Commission with respect to natural resource protection, construction of storm water management structures within the Buffer Zone and their disposal, construction of other structures including retaining walls within the Buffer Zone, and wastewater disposal. Any request for alteration to the Order of Conditions made by the Applicant to the Commission (or to Department of Environmental Protection, upon appeal) shall be simultaneously provided to the Board. The proposed work shall comply with the "Order of Conditions" issued by the Commission upon the said premises. The Order of Conditions from the Commission shall be carried out to the satisfaction of the Commission. Any violation of the Order of Conditions issued by the Commission shall be deemed to be a violation of this Special Permit, with all remedies to the City of Amesbury as provided by law;

12. Inspections - The Planning Board shall require the inspection of utility layout and construction, roadway construction, drainage and stormwater management system to ensure that the work is carried out in accordance with the Final Plans and to ensure that all improvements are in compliance with the conditions stated in this Decision. The inspections shall cover activities outlined in Form O and any other specific engineering activity outlined in this Decision. The Planning office will coordinate closely with DPW to establish inspection requirements prior to start of construction. The Board shall require the establishment of a construction observation account and prior to start of any construction activity, the Applicant shall provide the funds necessary for inspection by the Board's inspectional engineer. The Applicant shall be responsible for coordinating site inspections with the Board's inspectional engineer as required under the Subdivision Rules and Regulations (Section 6.11);
13. As-Built Plans and Repairs - To ensure compliance with the terms and conditions of this Decision and any approval or order by any federal, state-agency, the Applicant shall submit plans as required under Section 6.12 of the Subdivision Rules and Regulations with a certification from a Professional Engineer or Architect registered in the Commonwealth of Massachusetts that the Project "As-Built Plan" complies in all

substantive respects with this Decision and any other approval or order by any federal, state or local agency. Any damage to public roads and walkways shall be repaired and/or replaced to the satisfaction of the DPW Director and City Engineer;

14. Final Release of the Performance Bond – The Applicant may request final release of performance bonds provided all the following conditions have been met: a) Upon completion of work as shown on the Final Plans, the Applicant shall furnish a report from the Board's construction observation consultant indicating that all work has been completed as per the Board's Decision and as shown on the Final Plans; b) A recorded copy of the Certificate of Compliance (CoC) from the Commission shall be provided to the Board along with a final As-Built plan; c) there are no other outstanding concerns from any City Department or from the Board; d) the Applicant submits a copy of the recorded deed transferring the fee or easement(s), as required, in the open space or other lots to the City of Amesbury; and e) upon completion of all off-site improvements and construction within the right of way, the Applicant shall submit an "As-Built Plan" to the Board along with a written confirmation from a Registered Professional Engineer, indicating that construction complies with the approved site plans and conditions of approval, including drainage and utility plans;
15. Final Release of the Erosion Control (E.C.) Surety - The EC Surety shall be released upon completion of the work in accordance with the Section 6.09.E of the Subdivision Rules and Regulations. Prior to release of any Surety, the Board shall verify with its construction observation Consultant and the Commission that the soils and slopes have stabilized and that there is evidence of healthy mature grass and/or landscaping on the site;
16. Notation on Deeds for specific Lots: Reference to drainage and access easements shall be made on the deeds for all lots shown on the plan with such easements. The Stormwater O & M Plan shall be referenced in the deeds for all such lots. Draft deeds for these shall be provided to the Board for review prior to release of these lots by the Board for construction;

17. Private roof infiltration systems - The Applicant, in an effort to confirm that the roof recharge is properly implemented and maintained, shall:
 - a. Include notation in the deeds for each single family house, the infiltration areas shall be properly maintained (i.e. routinely inspected and repaired) to insure proper operation. If not functioning properly, the homeowner shall repair/replace said system;
 - b. During the construction process, the Applicant shall notify the Board and its inspecting engineer when the infiltration areas are constructed on-site. The purpose of the notification is to provide the City with the ability to verify construction is per the details shown on the Final Plan;
 - c. An “as-built” or “record conditions” plan of the infiltration areas and associated piping installation shall be provided by the Applicant to both the Board and the future homeowner prior to making request for an occupancy permit for the structure on that lot;

18. Signage – No permanent signage identifying the subdivision shall be allowed other than street signs. If such signage is proposed, the Applicant shall submit signage details along with plans for review and approval of the Board. A “PRIVATE WAY” sign shall be installed along-with the street name sign to indicate that the new subdivision road is a private way;

19. Design Standards – The House Plans and designs (see Exhibit 2) shall be used to prepare the construction drawings of the proposed structures and the site design. Prior to release of any lot for construction, the Board’s designee or design sub-committee will review the final building elevations and site design improvements for compliance with the Design Standards. All split-rail fences shall be natural wood. Written approval from the Board’s designee will be provided where the proposed elevations or site improvements are in substantial compliance with the Design Standards. In instances where the Board’s designee cannot determine substantial compliance, the Board shall make such determination prior to the release of any lot and the commencement of construction.

20. Supporting Documents: The revised Stormwater Management Report and the Stormwater Pollution Prevention Plan (SWPPP) and Operation and Maintenance Plan (O&M Plan) are included by reference. The applicant or his assignees shall be responsible for carrying out the requirements as stated in said Plan.

II. PRIOR TO ENDORSEMENT OF PLANS

The approved plans shall become Final Plans upon recording of the endorsed plans. The following conditions shall be met prior to endorsement of the approved plans:

1. Plan Revisions: The following revisions shall be made to the Subdivision Plans:
 - a) All stormwater management documents shall be properly updated to reflect changes made on the Plan;
 - b) Notes shall be added to the detail sheets indicating that walls over 4 feet in height shall be designed by a structural engineer and require approval by the Board;
 - c) There shall be general note stating the following: *"All site improvements shall conform to design and construction standards under section 7 and section 8 of the Amesbury subdivision rules and regulations, unless waived by the Planning Board per subdivision approval"*;
 - d) A note shall be added as follows: *"Drainage easements on all Lots shall be reserved by the developer prior to sale of any lots. Drainage easements areas shall not be obstructed, filled, landscaped, re-graded after final grading, paved, or used for installation of temporary or permanent structures. These easement areas shall be maintained by the developer or their successors for the proper functioning of the drainage system as per drainage easement- use and maintenance plan to be recorded herewith"*;
 - e) Section 7.09.I of the subdivision rules and regulations requires steep slopes be covered with shrubs and grass. Where no retain walls are used, the final grading plan behind lots shall include evergreen trees be planted at the base of the slope with evergreen trees (4-5 feet in height at the time of planting) 5 -10 feet apart or greater if alternative landscaping is proposed at the base of the slope;

- f) A split rail fence shall be installed along the open space parcel boundaries where it abuts the new lots in this subdivision and the adjoining lot line for the abutting condominium complex property;
 - g) A note shall be added to reference the Board's Decision and date of approval;
 - h) A note shall be placed on each pertinent sheet of the plans stating that the subdivision has received approval from the Board and that the roadway within the subdivision shall remain a private way in perpetuity. Further, the roadway and all accompanying infrastructure components shall be owned, maintained and repaired privately by the HOA or an entity further described in the Homeowners Association documents;
 - i) A note shall be added that states that "*No further subdivision of any parcel or any changes to the number of residential lots, the area of the proposed Open Space, the lot configuration, or the lot lines shall occur without a further review and approval from the Board*" and a notation to this effect shall also appear upon any deeds to any property within the subdivision; and
 - j) The proposed development on Lots # 5 and 7 as shown on the approved subdivision plan are subject to Order of Conditions and have a DEP File Number 002-1182 and 002-1183, respectively.
2. Easements and Covenants - A copy of legal documents and plans describing all covenants, and easements affecting the use of the subject property shall be submitted to the Board for review and approval, said easements to be shown on the Plan to be recorded, and restrictions to be noted on such subdivision plan. The Applicant also shall submit to the Board any written or recorded instruments granting or agreeing to such easements and covenants. Deeds describing Parcels to be donated to the City shall also be submitted for review and approval.
3. Conservation Restrictions - A recordable Conservation Restriction shall be prepared for the designated Open Space parcels and the pertinent easements shall be clearly identified on the approved plans. Except where noted on the plans and in this decision, these areas are to be left in its natural vegetative state with no provisions for site alteration, including but not limited to a prohibition on tree removal, land clearing and site grading of these areas except for forestry management purposes, approved pedestrian access, stormwater

management maintenance or for approved passive public recreational uses. Documentation for management and maintenance of such areas shall be submitted to the Board for review and approval. Any subsequent alterations to the size or use of this area shall require review and approval by the Board;

4. Stormwater Operations and Maintenance Plan - A final Stormwater Operations and Maintenance Plan ("O & M Plan") shall be updated to include all relevant supplementary information and coordinated with notes from the approved plans. A restrictive covenant shall be submitted for review and approval by the Board and shall incorporate the various maintenance requirements and reference the approved plans and associated details to be used for making the necessary repairs to the stormwater management structures or design elements. These infrastructure components shall remain private and shall be clearly stated in the restrictive covenant. The stormwater drainage system and all components of the stormwater system located on individual lots shall be privately maintained by the homeowner(s). The O & M Plan shall therefore include, at a minimum, maintenance during and post construction as well as perpetual maintenance and monitoring of the roadway, roadway infrastructure and drainage systems (routine and seasonal). It shall also include the maintenance of the roof infiltration system to be installed on the individual lots. The O & M Plan shall include specific tasks and time lines associated with inspection and maintenance of all proposed stormwater management structural and non-structural measures, a repair and replacement plan for the system with estimated costs as well as identify the owner and party responsible for inspection, operation, maintenance, repair, and replacement including certification of acceptance of legal responsibility for the afore mentioned. The O& M Plan as approved by the Board shall be recorded as a legally binding document on all the future property owners. The O & M Plan shall be submitted to the Board along with a certificate from the Applicant acknowledging the responsibilities outlined in the O & M Plan to be carried out by the Applicant or his/her successors and assignees;

5. Covenant(s) - A covenant, in a form acceptable to the Board, shall be recorded on the Subdivision as outlined in Section 6.09.B of the Subdivision Rules and Regulations

stipulating that no lot shown on the plan shall be released for construction until a Performance Guarantee and, concurrent with the activities included in the Order of Conditions issued by the Commission, the Erosion Control and Sedimentation Bond have been established with the Board. For the health, safety and welfare of the future inhabitants of subdivision, the Board shall not release any lots until such time that there is adequate and safe access for vehicles, including emergency vehicles, to the Property and provided that there are no other issues concerning the public health, safety and welfare. This covenant is to be received by the Board prior to the commencement of any of the improvements approved and shown on the Plan and will remain in place until the Applicant completes all the improvements as per Subdivision Plan or posts a Performance Guarantee, which has been reviewed and approved by the Board, in order to complete all or any remaining improvements as per Final Plans. The form of the Performance Guarantee, adequacy and or amount shall be reviewed and approved by the Board;

6. Recorded Copy - A copy of this Decision as recorded at the Essex Registry of Deeds shall be submitted to the Board;
7. CAD Drawings - Three copies of all drawings and site plans as approved by Board shall be provided as Computer Assisted Drawings (CAD) on Compact Disks to the Board;
8. GIS Mapping - Compliance, to the greatest extent possible, with Municipal Mapping Requirements as per attached requirements (see Exhibit A) should be submitted to the Planning Office and approved by the Engineering Department;
9. Conditions of Approval - A reference to these conditions of approval shall be noted on the Plans approved by the Board;
10. Detailed Architectural Elevations - In accordance with the Design Standards established under Exhibit 2 the final set of detailed architectural elevations shall be provided for Lot 13 prior to endorsement for review and approval by the City Planner for consistency with

these Design Standards and the requirements of this Decision. The architectural elevations for all other lots shall be prepared and submitted in accordance with these Standards. Written approval from the City Planner will be provided where the proposed elevations or site improvements are in substantial compliance with the Design Standards. In instances where the City Planner cannot determine substantial compliance, the Planning Board shall make such determination prior to the release of any lot and the commencement of construction.

11. Plan Revisions – In accordance with the Planning Board’s peer review consultant’s most recent letter, the Applicant shall make revisions to the plans and supporting documents as necessary, into the final plan set.

12. Street Numbering – If possible, the Applicant shall coordinate with the Assessor’s and Inspection Departments to identify the street addresses for each lot and re-label the lots to be consistent with such numbering.

III. PRIOR TO START OF ANY CONSTRUCTION ACTIVITY

No later than the date on which the first request is filed for a release from the covenant of a lot and before any Lot Release, the Applicant shall file with the Board and all other relevant public agencies for review and for consistency with this Decision any documents and shall have completed the following actions:

1. Supporting Documentation - Documentation and proof of recording of all legal documents, including but not limited to, the following: Conservation Restrictions, covenants, Open Space Use and Management Plan, and access and drainage easements. Said restricted areas to be shown on the Recorded Plan and restrictions shall be noted on such subdivision plan. The Applicant should have executed and caused to be recorded at the Essex South District Registry of Deeds the above referenced legal documents;
2. Recorded Plans - A copy of the set of endorsed plans, signed by the City Clerk and recorded at the Essex Registry of Deeds shall be submitted to the Board, DPW and the Building Inspector;
3. Sedimentation and Erosion Control Surety - The Applicant shall be required to post Surety with the Board for Sedimentation and Erosion Control in accordance with the provisions of Section 6.05 of the Subdivision Rules and Regulations and to ensure that all drainage and erosion control measures are carried out on site, including both the proposed roadway, drainage system, open space improvements and grading upon the individual lots, as per the Final Plans and other engineering drawings.
4. Inspectional Services - The Applicant shall request the Board to start Inspectional Services and provide the necessary funds to the Board at least 21 days in advance of start of any construction activity on site.
5. Municipal Services -The Applicant shall meet with both the Engineering Department and Department of Public Works (DPW) to finalize all details associated with connections to

existing municipal utilities. Service stub locations and connection locations should be coordinated with, and approved by, the City Engineer. The Applicant shall confirm with the City Engineer and DPW Director that adequate municipal service (i.e. sewer capacity, water pressure/flow) is continuously available for the project; and

6. Pre-Construction Conference - At least forty-eight (48) hours prior to any initial site work, a Pre-Construction conference shall be held with the Applicant, Applicant's contractor, a representative of the Board, its Inspectional engineer, and representatives of the City Departments having an interest in the Plan. Said meeting shall be for the purpose of familiarization with the project, the conditions of approval, and the project's construction sequence and timetable.

IV. PRIOR TO MAKING REQUEST FOR LOT RELEASE

The Applicant shall file with the Board and all other relevant public agencies for review and for consistency with this Decision any documents and shall have completed the following actions:

1. Performance Guarantee – Before a building permit is requested for any Lot shown on the subdivision plan, the Board will require provisions for the construction of ways and the installation of utilities and other services in accordance with the approved plans. Such construction and installation to be secured by a security deposit or Performance Bond as provided in MGL c. 41, § 81U. The amount of the security shall include an adjustment for inflation to the year of anticipated completion plus a construction cost contingency of twenty-five percent (25%). The instrument of security shall be held solely in the name of the City. In the instance that the instrument of security accepted by the Board is other than cash, the financial stability and creditworthiness of the issuer shall: A) be subject to approval by the Planning Board; and B) where cash is not used, a base multiplier of not less than 2 shall be required. Except as otherwise allowed under this decision, security must be submitted to and approved by the Planning Board, prior to the issuance of any Building Permits.

2. Adequate Access and Stormwater controls – Prior to making request for Lot Release for any of the lots shown on the approved subdivision plan and having access from the new subdivision road, the gravel base for the roadway shall be prepared as per approved plans and the binder course shall be in place. The Applicant shall submit an interim As-Built plan showing that the site has been graded, stabilized and roadway construction (to the binder course) has been completed to ensure emergency access for public safety. All stormwater management systems located outside of the right of way (RoW) shall be substantially complete to the satisfaction of the Board. The Board's inspectional engineer shall issue a letter approving the construction and the interim As-Built plan;

3. Individual Site Plans and Architectural Elevations – The Applicant shall submit revised plans showing additional trees and evergreen shrubs placed along the rear of the lots that abut the open space to provide additional privacy to the abutters. The revised plan shall also provide additional landscaping on individual lots to further enhance the landscaping plan on file at the time of this Decision. Consistent with the approved final landscape plans, house designs and architectural elevations submitted with this application, the Applicant shall provide the Planning Director ("Planner") with a detailed site plan for Lots showing the proposed landscaping, lighting, house design, garage and driveway layout and architectural elevations. Such site plans shall be consistent with the conditions of this approval, all submitted plans and the Design Standards (Exhibit 2). If the elevations submitted to the Planner are not or cannot be determined to be in compliance with this condition, the Planner shall request review and approval by the Board prior to release of such Lot;

4. Drainage - No lot shall be released until all stormwater management structures and improvements are adequately completed. The Applicant shall be required to submit a letter from DPW stating that the all requirements under the SWPPP are being met and that the site erosion control measures are satisfactory at the time of request for release of lot. All drainage and stormwater management improvements as shown on the approved subdivision plan that have been substantially completed, shall be confirmed as such by submission of an as-built plan and report from a Registered Professional Engineer;

5. Legal Documents: All legal documents shall be revised as per review and comments by the City legal counsel and the Board in form and content including but not limited to, necessary for transfer of deeds, retaining ownership of easements and any permanent restrictive covenants; and
6. Building Permit Form - The Applicant or their successors shall provide the Building Inspector with the form attached with this decision completed and signed off by each of the City officials listed on that form (PB200601-BUILDING);

V. DURING CONSTRUCTION

The following shall apply to all work pertaining to the subdivision plan as approved by the Board:

1. Stockpiles - All earth stockpiles shall be established in locations greater than fifty (50') feet from the wetlands as approved by the Board or its designee. Earth material stockpiles shall not be allowed immediately adjacent to perimeter siltation barriers or drain inlets. Long term stockpiles over 30 days shall be shaped stabilized and circled by siltation fence and haybales and shall be stabilized by temporary seeding, sheeting or netting;
2. Right to Enter and Inspect Property: The Applicant shall as a condition of approval grant to the Planning Board, any representative of the Board, city officials responsible to inspect and review the construction activity, the right to enter the property until such time as the subdivision is construction is complete as per approved plans;
3. Utility Trenches - Utility trenches within the public Right of Way shall be saw-cut prior to excavation. Open trenches shall be backfilled with bank gravel and compacted to 95%. Trenches shall be paved with asphalt binder to a minimum depth of three (3) inches and overlaid curb to curb on Kimball Road to a minimum depth of one and half (1.5) inches. Water service trenches shall be infrared joint paved. The Director of DPW and the City

Engineer shall have the final signoff on the right of way improvements and any change to these standards or those shown on approved plans shall be subject to their review and approval;

4. Construction Activities - During construction, except within the individual building envelopes, the Applicant and its agents and employees shall conform to all local, state and federal laws regarding noise, vibration, dust and use of public roads and utilities. The Applicant shall at all times use all reasonable means to minimize inconvenience to residents in the general area and maintain safe and adequate vehicular access on Kimball Road. Construction shall not commence on any day Monday through Saturday before 7:00 AM. Construction activities shall cease by 6:00 PM Monday through Friday and by Noon on Saturday. No construction or activity whatsoever (except for interior finishing) shall take place on Sunday; and

5. Police Detail - The Applicant shall, if needed, pay for any police details associated with construction on the site along Kimball Road;

VI. PRIOR TO MAKING REQUEST FOR AN OCCUPANCY PERMIT

No later than the date on which the first request for an occupancy permit is filed, and before any occupancy permit is issued, the Applicant shall file with the Board and all other relevant public agencies for review and for consistency with this Decision any documents and shall have completed the following actions:

1. Certification of Improvements - The Applicant shall submit a letter to the Building Inspector from the Planning Board verifying that conditions of approval have been met and that construction to date is per the approved plans;

2. Infrastructure Improvements - All off-site infrastructure improvements and the on-site stormwater drainage system shall be completed as per Final Plans. The Applicant shall submit a letter from the Board's inspectional engineer that these improvements have been

completed in accordance with the design and construction standards of the Amesbury Subdivision Rules and Regulations and as approved by the Board. The City Engineer and DPW Director shall review the finished construction of all utilities and issue a formal letter stating that all municipal structures located within the public right of way or easement areas are adjusted to appropriate finished grade, and are adequately accessible for future maintenance;

3. Street Trees - All site improvements, including landscaping and street trees shall be completed and installed as per Final Plans prior to the issuance of the last occupancy permit. All proposed trees shall be placed in position or staked out for approval by the Board prior to digging;

4. Landscaping on Individual Lots - The Applicant's Landscape Architect shall confirm that all landscaping activities on individual lots have been carried out as per approved site plans for individual lots. The Applicant shall be required to submit a letter from the Board's designee that all other improvements have been implemented as per approved plans;

5. Occupancy Form - The Applicant or their successors shall provide the Building Inspector with the form attached with this decision completed and signed off by each of the City officials listed on that form (PB200602-OCCUPANCY).

*Chair,
Amesbury Planning Board*

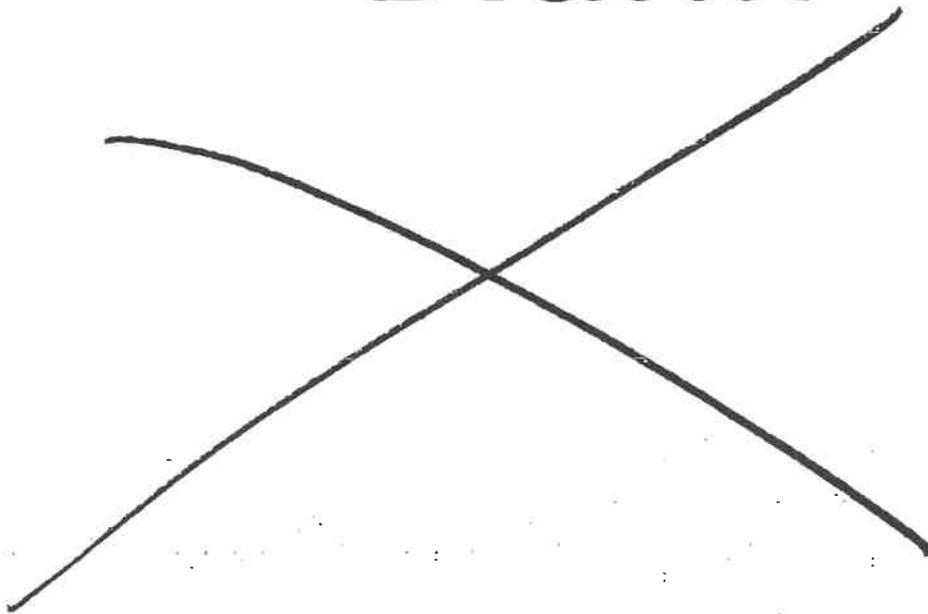


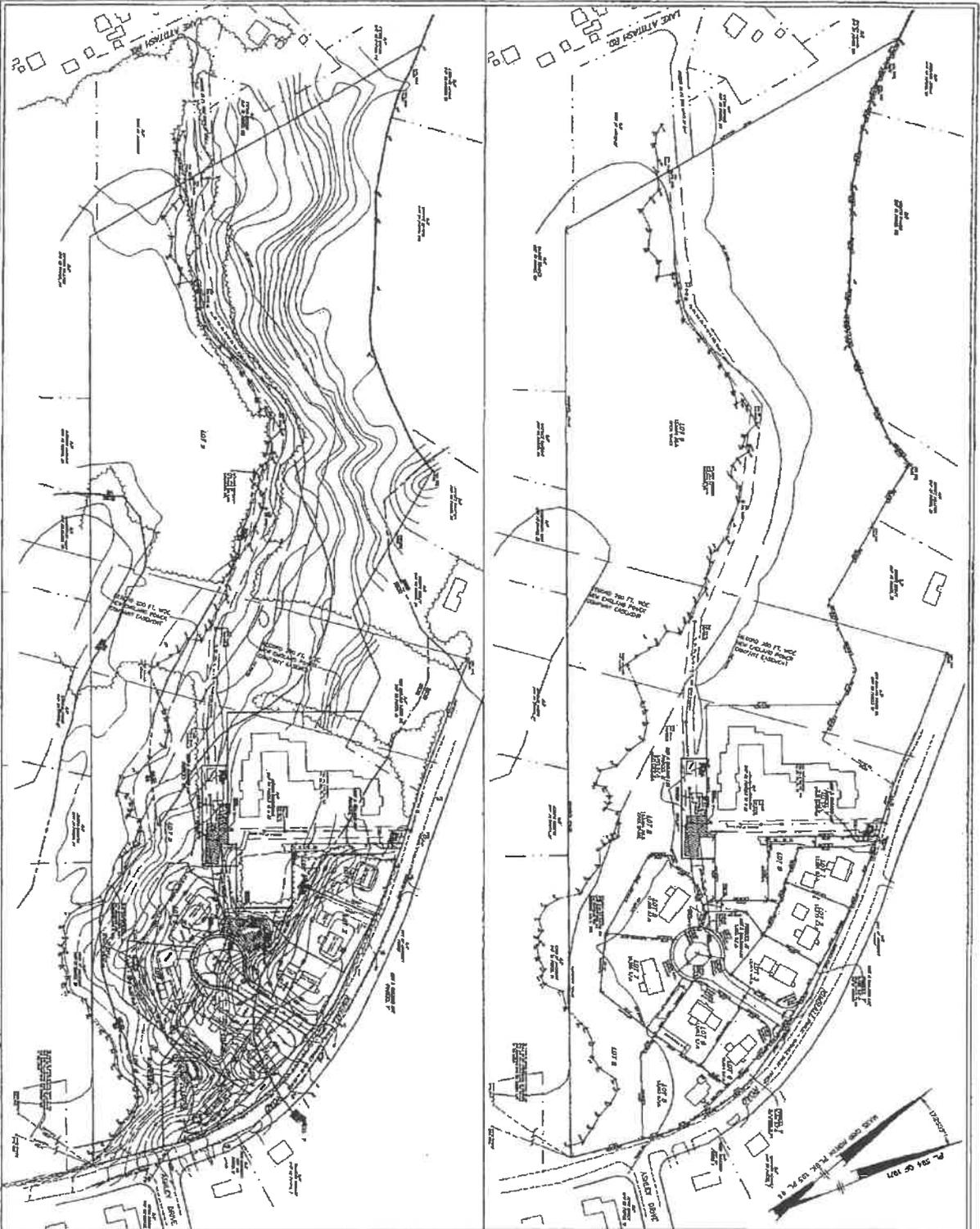
EXHIBITS

Exhibit 1 – Revised subdivision plan set- The plans were drawn on January, 20, 2015 by Atlantic Engineering & Survey Consultants, Inc. last revised on September 10, 2020 and submitted by JMC Construction on behalf of BC Realty Trust (the “Applicant”).

Exhibit 2 – House Architectural Plans (Lots 1, 2, 3, 4, 5 and 8)

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RECORDED FOR REFERENCE USE
 AMESBURY PLANNING BOARD
 APPROVED UNDER VERTICAL CONTROL, LANA IS RECORDING

DATE: _____
 APPROVED DEFINITE SUBDIVISIONAL PLAT SUBJECT TO SECTION 2110, MASS. GEN. STAT. AS A MEMBER OF AMESBURY PLANNING BOARD, IN BEHALF OF THE CITY OF AMESBURY, MASS.

A COPY OF WHICH IS RECORDED HEREIN AND SUBJECT LANA RECORDS DEPARTMENT OF DEEDS ON 09/20/2018

CLERK CERTIFICATION
 I, THE CLERK OF THE CITY OF AMESBURY, MASS. HEREBY CERTIFY THAT THE PLAT HAS BEEN FILED IN THE RECORDS OF THE PLANNING BOARD AND IS SUBJECT TO THE RECORDS OF THE DEPARTMENT OF DEEDS. THE PLANNING BOARD HAS BEEN ADVISED AND APPROVED AT MEETING HELD ON THE 15TH DAY OF SEPTEMBER, 2018, AND THE RECORDS OF THE CITY OF AMESBURY, MASS. HEREBY CERTIFY THAT THIS PLAT IS SUBJECT TO THE RECORDS OF THE DEPARTMENT OF DEEDS.

CITY CLERK _____ DATE _____

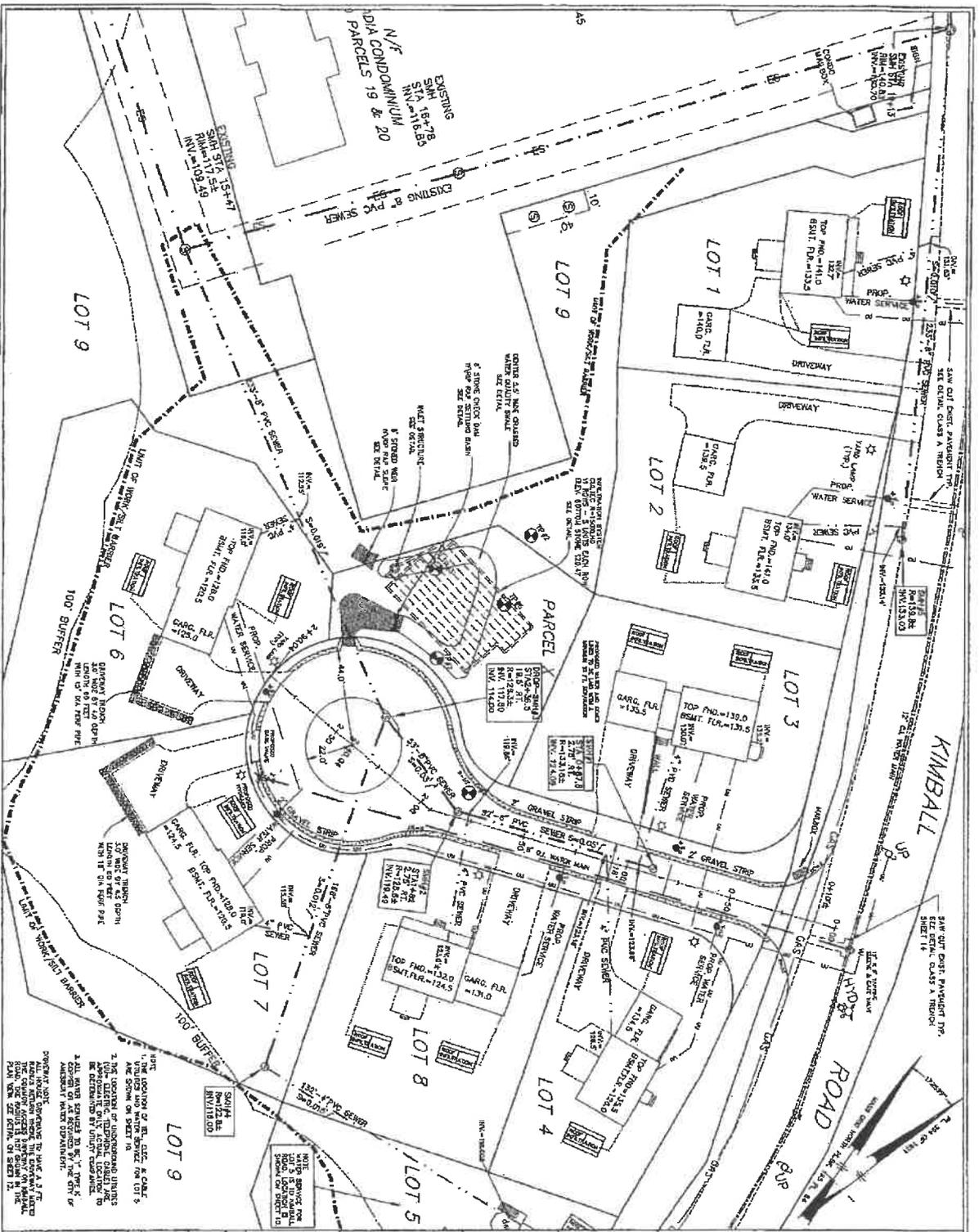
I, CLERK OF THE CITY OF AMESBURY, MASS. HEREBY CERTIFY THAT THE PLAT HAS BEEN FILED IN THE RECORDS OF THE PLANNING BOARD AND IS SUBJECT TO THE RECORDS OF THE DEPARTMENT OF DEEDS. THE PLANNING BOARD HAS BEEN ADVISED AND APPROVED AT MEETING HELD ON THE 15TH DAY OF SEPTEMBER, 2018, AND THE RECORDS OF THE CITY OF AMESBURY, MASS. HEREBY CERTIFY THAT THIS PLAT IS SUBJECT TO THE RECORDS OF THE DEPARTMENT OF DEEDS.

DEFINITIVE SUBDIVISION OF LAND AT 47.5-57 KIMBALL ROAD IN AMESBURY, MASSACHUSETTS COMPOSITE PLAN

PREPARED FOR: _____
 BY: REALTY PART OF THE CITY OF AMESBURY, MASS.
 3 CROSBURY LA., AMESBURY, MA
 PROJECT: 092-252-1918 TEL: 092-252-1940

ADVANTAGE ENGINEERING & SURVEY ASSOCIATES, INC.
 47 TRINITY STREET - 2ND FLOOR - SCITUATE, MA 01913
 PHONE: 978-252-1918 FAX: 978-252-1940
 JOHN W. ALLEN - 23 DATE: JUL. 26, 2018

1" = 100' SCALE
 SHEET 4 OF 15



APPROVED 12th REGISTRY USE
AMESBURY PLANNING BOARD
 APPROVAL UNDER SUBDIVISION CONTROL. LAY-1 IS REQUIRED.

DATE:

APPROVED SUBDIVISION SUBMITTALS SUBJECT TO THE PROVISIONS OF THE MASSACHUSETTS PLANNING BOARD, OR BOARD OF THE CITY OF AMESBURY, AND THE CITY OF AMESBURY, MASSACHUSETTS.

A COPY OF THIS PLAN IS BEING MAINTAINED AND SUBJECT TO THE REVIEW OF THE BOARD OF THE CITY OF AMESBURY, MASSACHUSETTS.

CITY CLERK: DATE

CITY CLERK CERTIFICATION
 I, THE CLERK OF THE CITY OF AMESBURY, MASSACHUSETTS, DO HEREBY CERTIFY THAT THE PLAN HAS BEEN RECORDED AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO THE PLANNING BOARD AND HAS BEEN RECORDED AND INDEXED AT THE OFFICE OF THE CITY CLERK OF AMESBURY, MASSACHUSETTS.

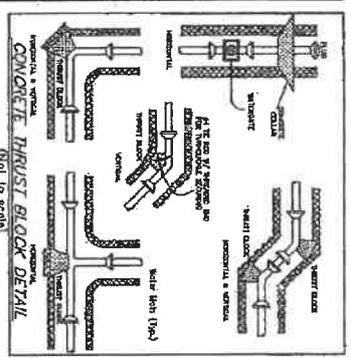
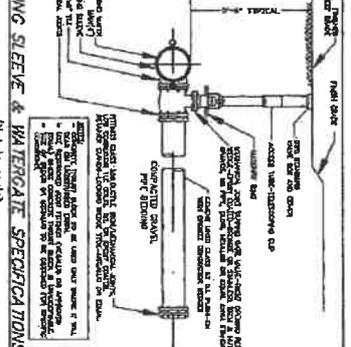
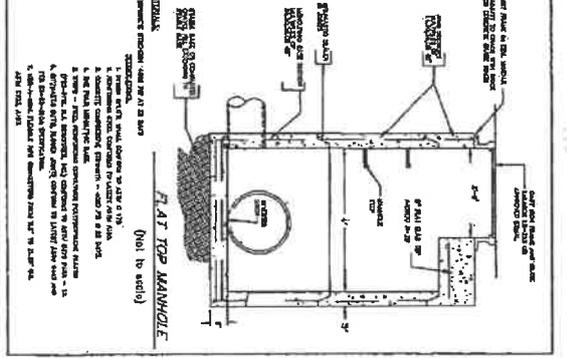
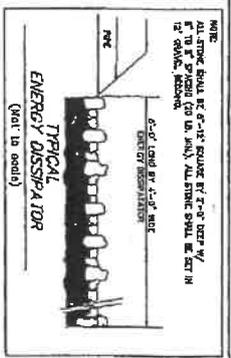
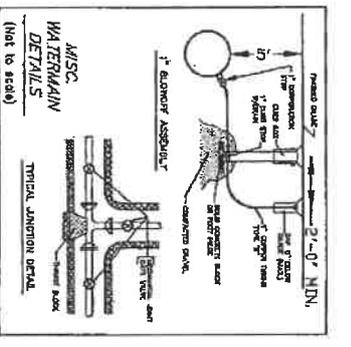
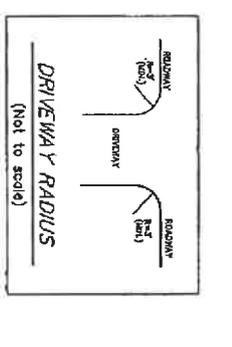
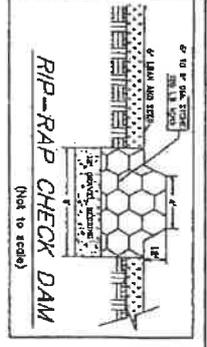
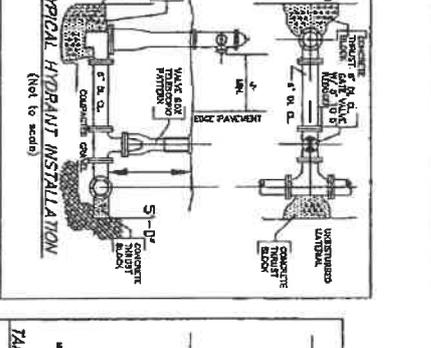
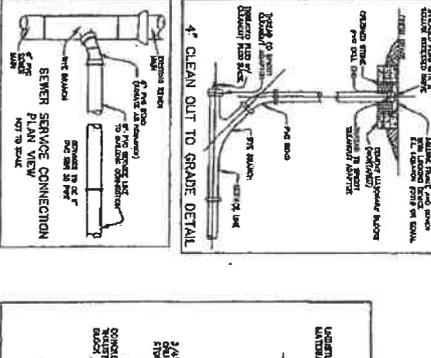
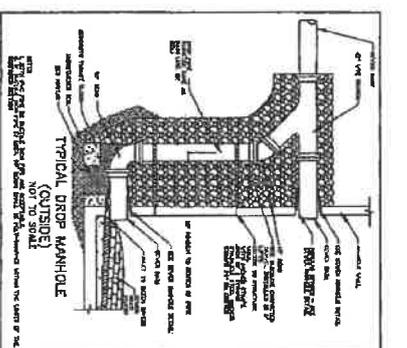
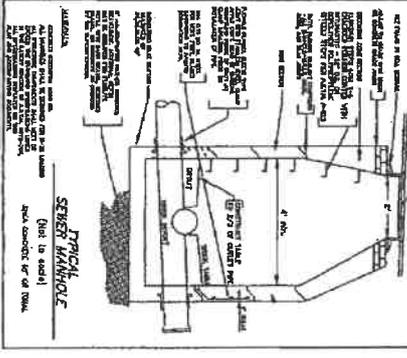
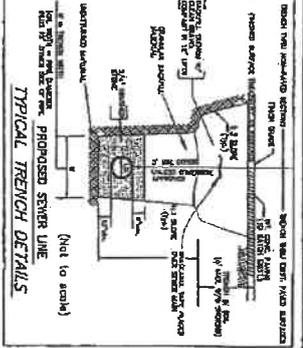
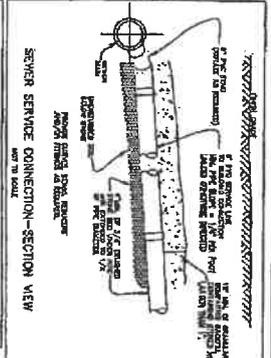
DEFINITIVE SUBDIVISION OF LAND AT 47.5-57 KIMBALL ROAD IN AMESBURY, MASSACHUSETTS UTILITIES AND CAD LAYOUT

DESIGNED BY: **ATLANTIC ENGINEERING & SURVEY CONSULTANTS, INC.**
 97 TRINITY STREET - CONCORD, MA 01742
 PHONE: 978-366-7700 FAX: 978-366-9840

DATE: JAN. 14, 2013

PROJECT NO.: 1218 - AMESBURY 12th REGISTRY USE
 47.5-57 KIMBALL ROAD & CAD LAYOUT
 47.5-57 KIMBALL ROAD - 017 PLANNING BOARD LAYOUT

SHEET 8 OF 15



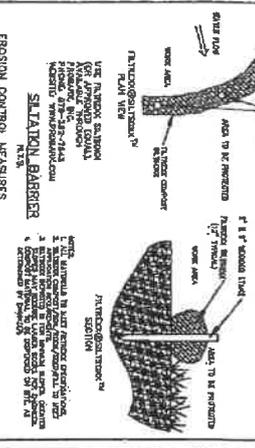
APPROVED FOR SUBMITTAL
 AMESBURY PLANNING BOARD
 49 WASHINGTON STREET, 2ND FLOOR
 AMESBURY, MASSACHUSETTS 01810
 DATE: _____

CLIENT CERTIFICATION
 I, THE CLIENT, HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS SUBMITTAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. I AGREE TO HOLD THE ENGINEER HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST THE ENGINEER OR HIS FIRM AS A RESULT OF MY NEGLIGENCE OR WILLFUL MISFEASANCE.

DEFINITIVE OF LAND
 AT
 47.5-57 KIMBALL ROAD
 IN MASSACHUSETTS

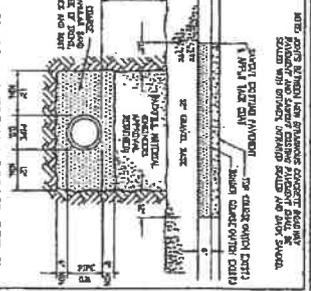
DESIGNED BY
 AMESBURY ENGINEERING & SURVEY CONSULTANTS, INC.
 47.5-57 KIMBALL ROAD
 AMESBURY, MASSACHUSETTS 01810
 PHONE: 978-263-7100 FAX: 978-263-4400
 WWW.AESBURY-ENR.COM
 SHEET 13 OF 15

**FIL TREXX® SILT SOCK™
DETAIL**

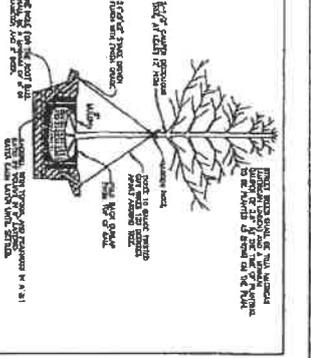


EROSION CONTROL MEASURES

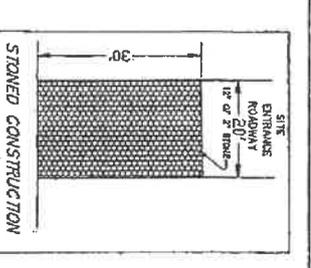
1. ALL PROPOSED AREAS ARE TO BE PROTECTED BY SILT SOCKS AT ALL TIMES DURING CONSTRUCTION.
2. SILT SOCKS SHALL BE MAINTAINED AT ALL TIMES TO REMAIN FULLY EFFECTIVE.
3. SILT SOCKS SHALL BE REPLACED IMMEDIATELY UPON FAILURE.
4. SILT SOCKS SHALL BE MAINTAINED AT ALL TIMES TO REMAIN FULLY EFFECTIVE.
5. SILT SOCKS SHALL BE MAINTAINED AT ALL TIMES TO REMAIN FULLY EFFECTIVE.



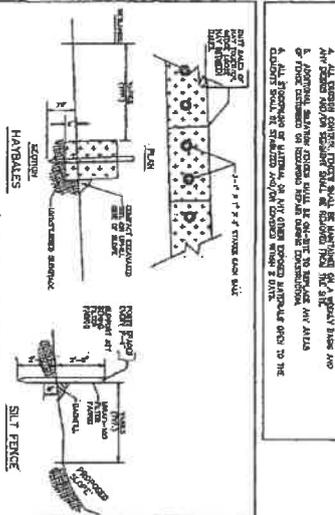
CLASS 'A' TRENCH REPAIR DETAIL
(AS PER MASS DEPT. SPEC'S)



TREE PLANTING DETAIL
(AS PER MASS DEPT. SPEC'S)



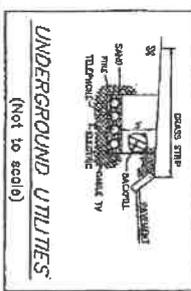
STONED CONSTRUCTION ENTRANCE
(AS PER MASS DEPT. SPEC'S)



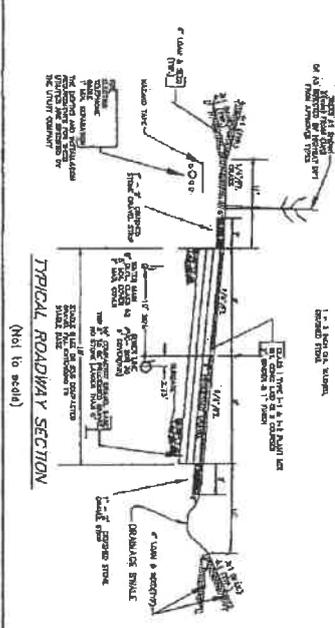
SILTATION BARRIERS
(Not to scale)

EROSION CONTROL MEASURES

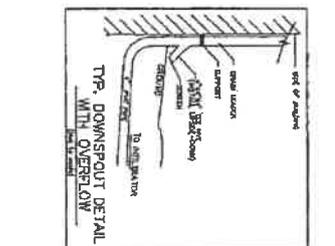
1. ALL PROPOSED AREAS ARE TO BE PROTECTED BY SILT SOCKS AT ALL TIMES DURING CONSTRUCTION.
2. SILT SOCKS SHALL BE MAINTAINED AT ALL TIMES TO REMAIN FULLY EFFECTIVE.
3. SILT SOCKS SHALL BE REPLACED IMMEDIATELY UPON FAILURE.
4. SILT SOCKS SHALL BE MAINTAINED AT ALL TIMES TO REMAIN FULLY EFFECTIVE.
5. SILT SOCKS SHALL BE MAINTAINED AT ALL TIMES TO REMAIN FULLY EFFECTIVE.



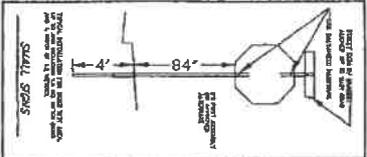
UNDERGROUND UTILITIES
(Not to scale)



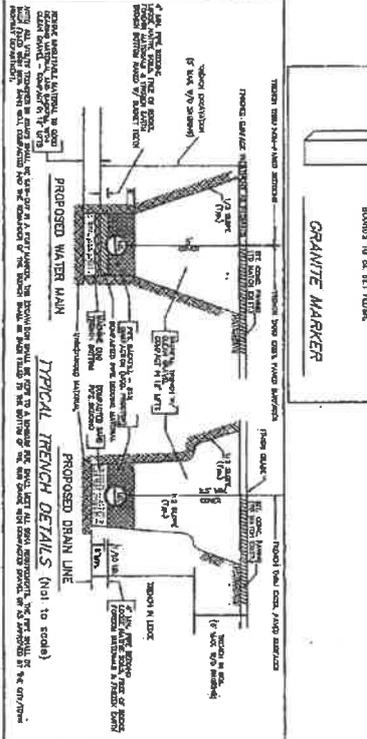
TYPICAL ROADWAY SECTION
(Not to scale)



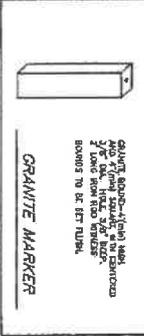
TYPICAL DOWNSPOUT DETAIL
(Not to scale)



SILT SOCKS
(Not to scale)



TYPICAL TRENCH DETAILS
(Not to scale)



GRANITE MARKER
(Not to scale)

DEFINITIVE SUBDIVISION OF LAND AT 47.5-57 KIMBALL ROAD IN AMESBURY, MASSACHUSETTS

DETAILS

PROPOSED LOTS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

AMESBURY PLANNING BOARD
APPROVAL: LANCE SUBDIVISION ENGINEER, LANCE & ASSOCIATES

DATE: _____

CITY CLERK: _____

DATE: _____

REVISIONS:

1. ALL PROPOSED AREAS ARE TO BE PROTECTED BY SILT SOCKS AT ALL TIMES DURING CONSTRUCTION.

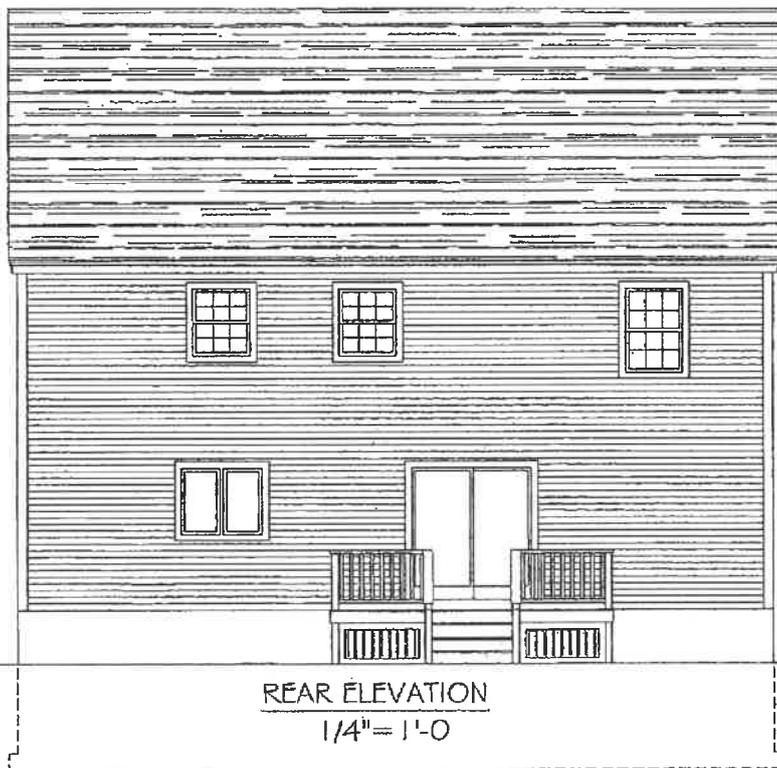
MARTIA MACINNIS
58 REGENT AVE.
BRADFORD, MA. 01835
(978)374-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 1
AMESBURY, MA.

MARY CORNIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

APRIL 1, 2020

1



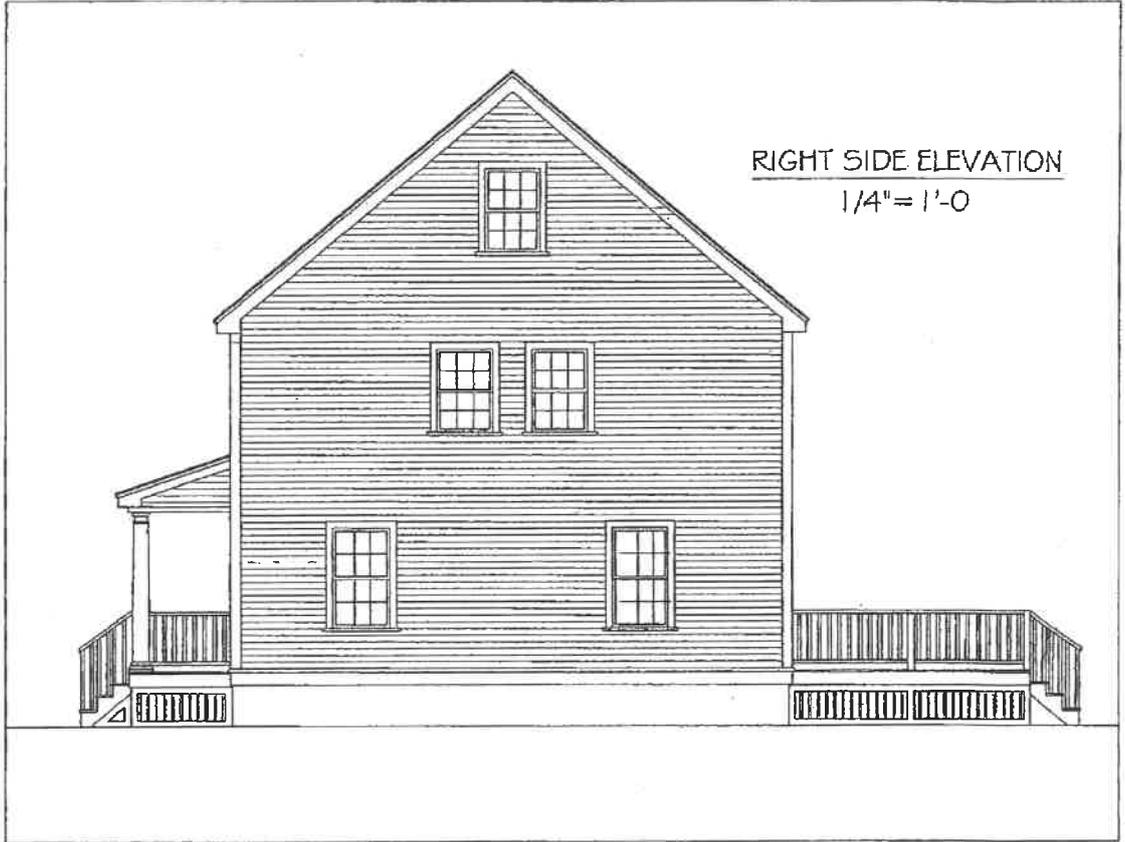
MARTHA MACINNIS,
56 REGENT AVE,
BRADFORD, MA, 01835
(978)374-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 1
AMESBURY, MA.

MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

2

APRIL 2020



MARTHA MACINNIS
58 REGENT AVE.
BRADFORD, MA. 01835
(978)74-48719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 2
AMESBURY, MA.

MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

APRIL 1, 2020



FRONT ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/4" = 1'-0"

DRAWN BY:
MAITHA MACINNIS
56 RESIDENT AVE.
BRADFORD, MA. 01 835
(978)374-6719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 2
AMESBURY, MA.

MARY CORRIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

2

APRIL 1, 2020



MARTHA MACINNIS
58 RECENT AVE.
BRADFORD, MA. 01835
(978)374-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 3
AMESBURY, MA.

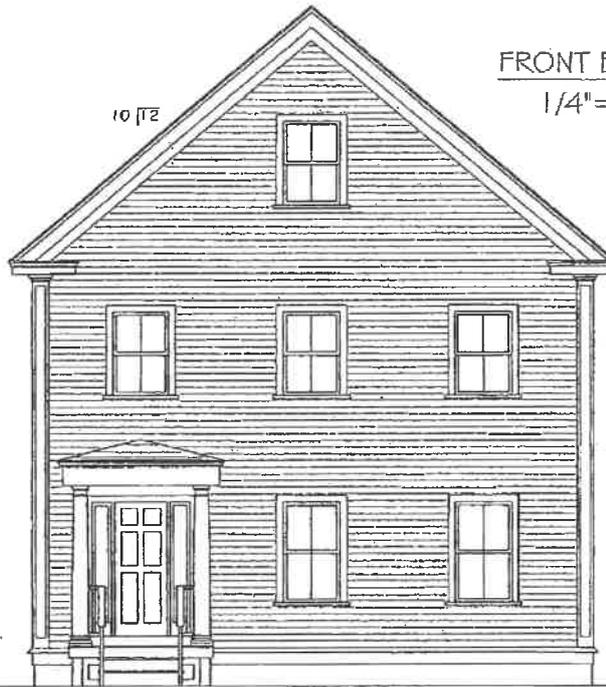
MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

APRIL 1, 2020

1

FRONT ELEVATION

1/4" = 1'-0"

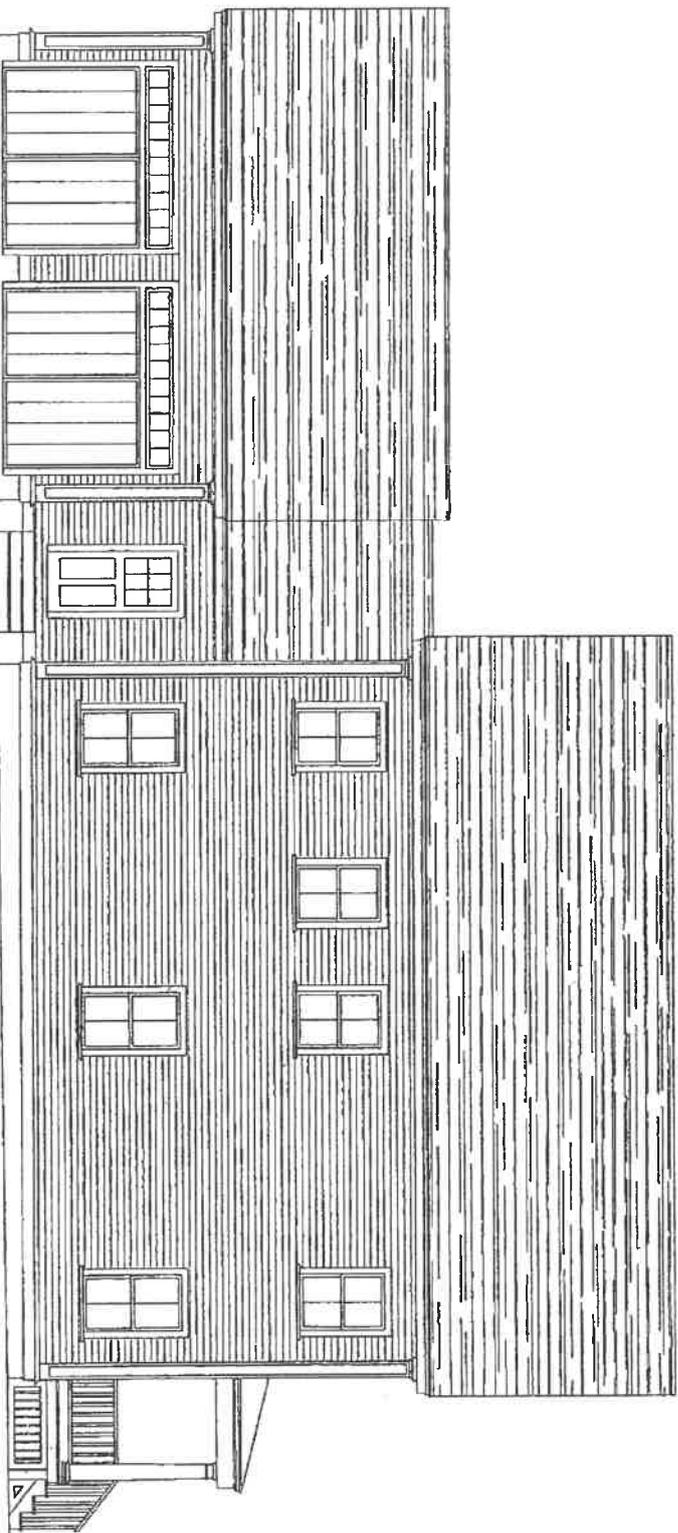


10/12



REAR ELEVATION

1/4" = 1'-0"



LEFT SIDE ELEVATION

1/4" = 1'-0"

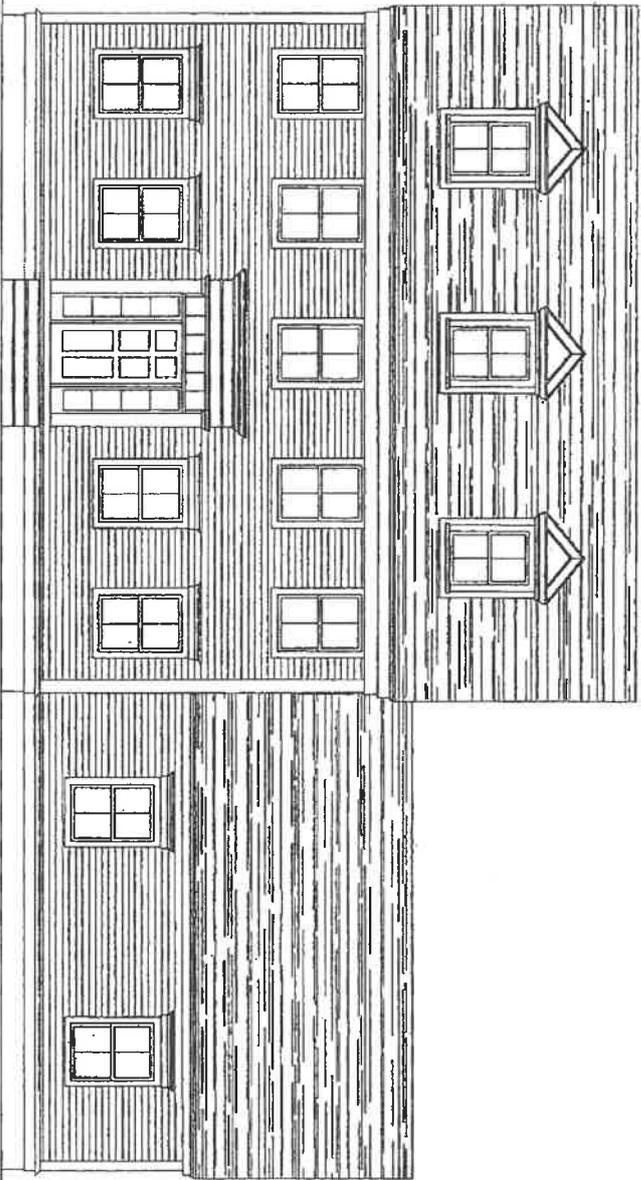
MARTHA MACINNIS
50 REGENT AVE.
BRADFORD, MA, 01 035
1970374-0719.

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 3
AMESBURY, MA.

MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

APRIL 1, 2020

2



FRONT ELEVATION
1/4" = 1'-0"

MARTHA MACINNIS
56 REGENT AVENUE
BRADFORD, MA, 01835
(978)374-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 4
AMESBURY, MA.

MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

APRIL 1, 2020

1

MARTHA WACINING
58 REGENT AVE.
BRADFORD, MA. 01835
(978)374-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 4
AMESBURY, MA.

MARY CORNIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

2

APRIL 1, 2020



MARTHA MACINNIS
58 REGENT AVE.
BRADFORD, MA. 01835
(978)374-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 5
AMESBURY, MA.

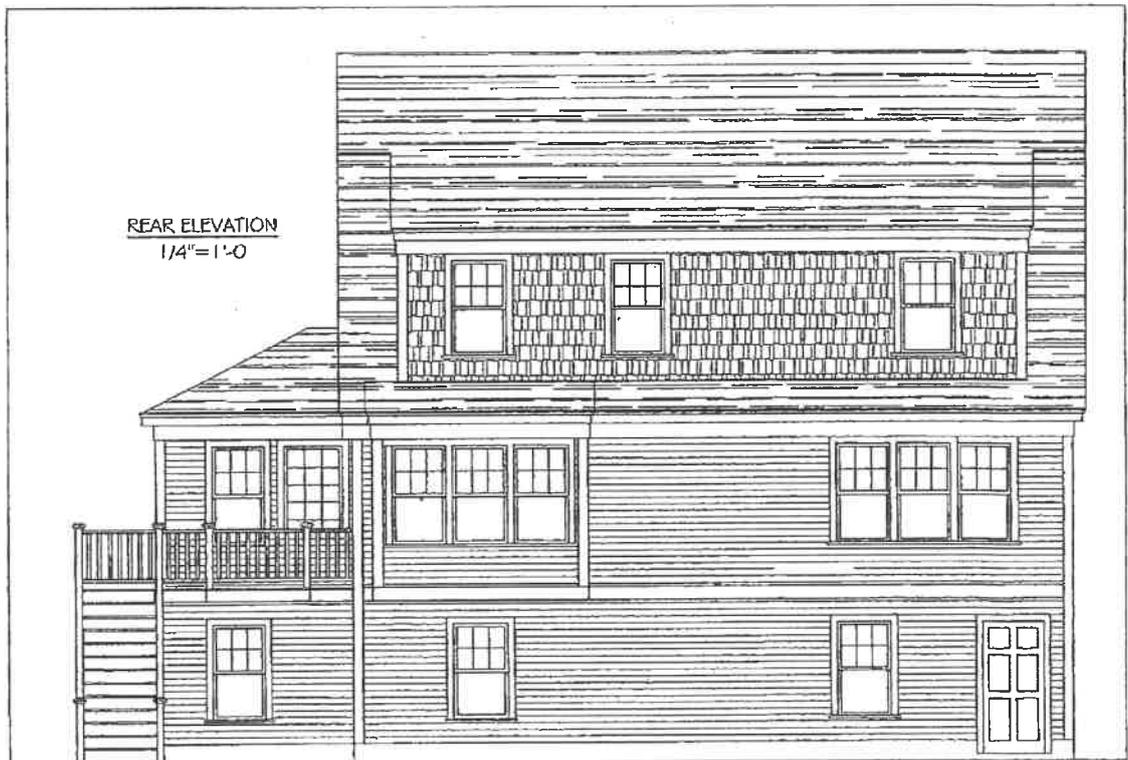
MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

APRIL 1, 2020

1



FRONT ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/4" = 1'-0"

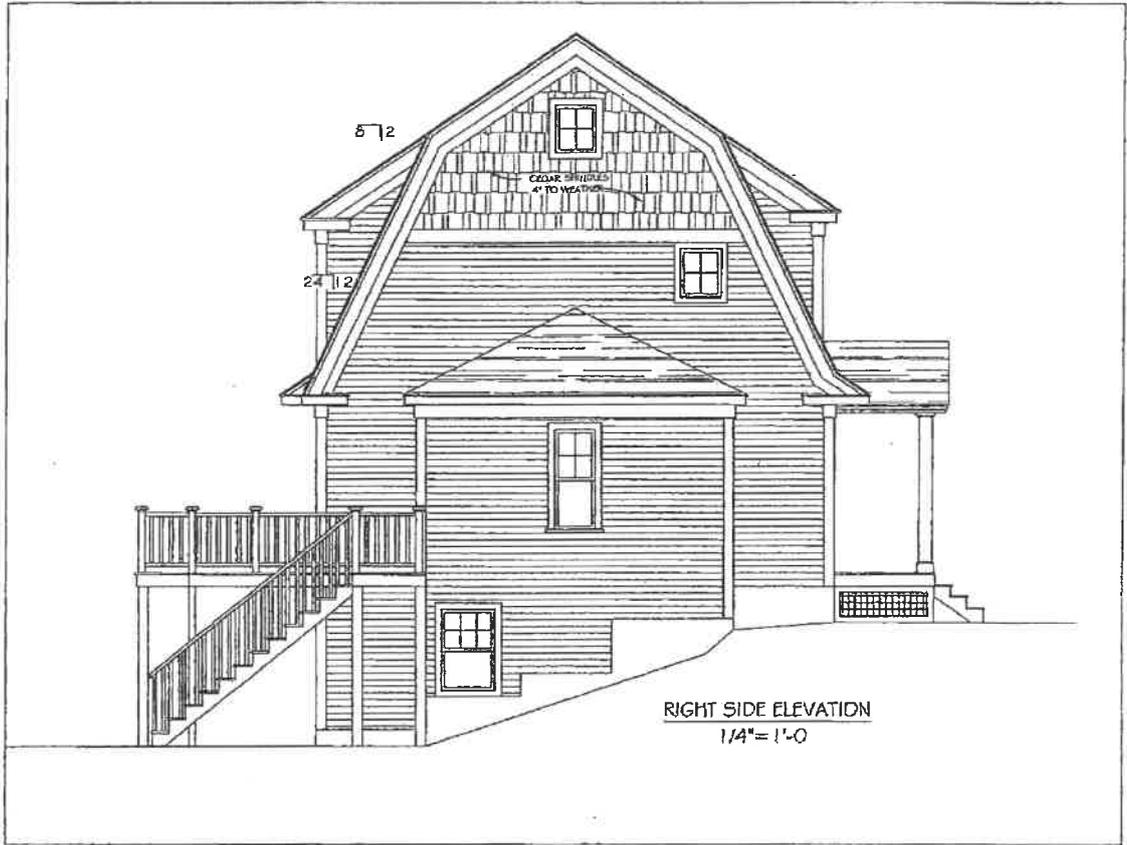
MARTHA MACINNIS
58 REGENT AVE.
BRANDFORD, MA. 01835
(978)574-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 5
AMESBURY, MA.

MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

2

APRIL 1, 2020



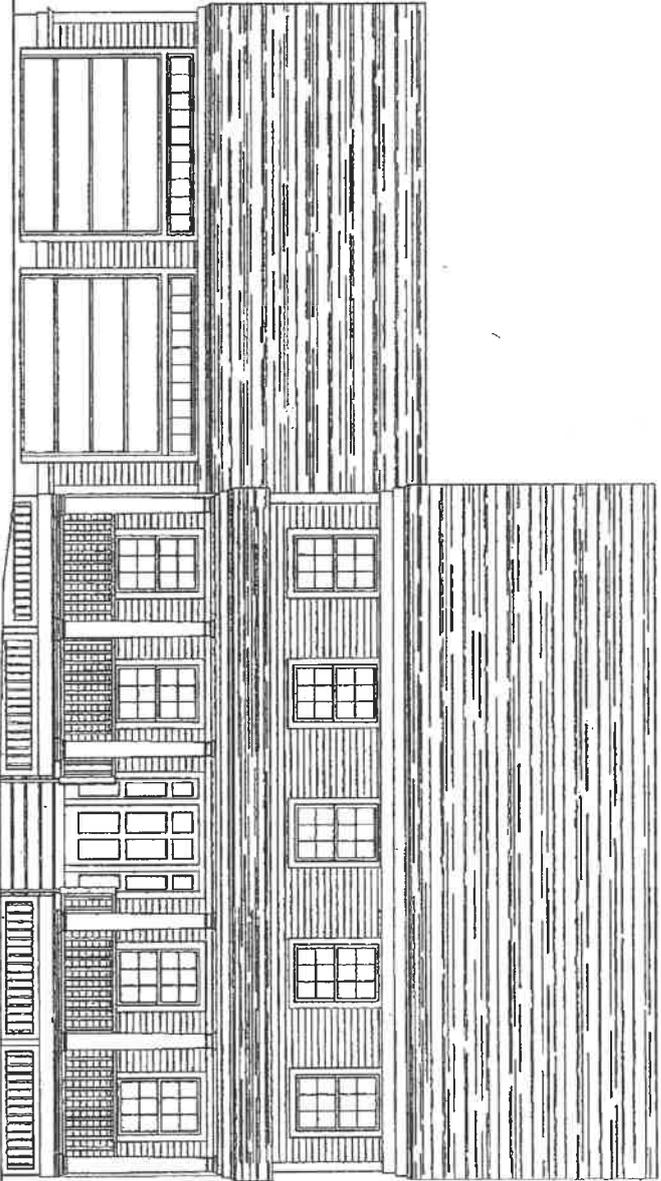
MARTHA MACINNIS
58 REGENT AVE,
BRADFORD, MA, 01235
(978)374-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 8
AMESBURY, MA.

MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

APRIL 1, 2020

FRONT ELEVATION
1/4" = 1'-0"



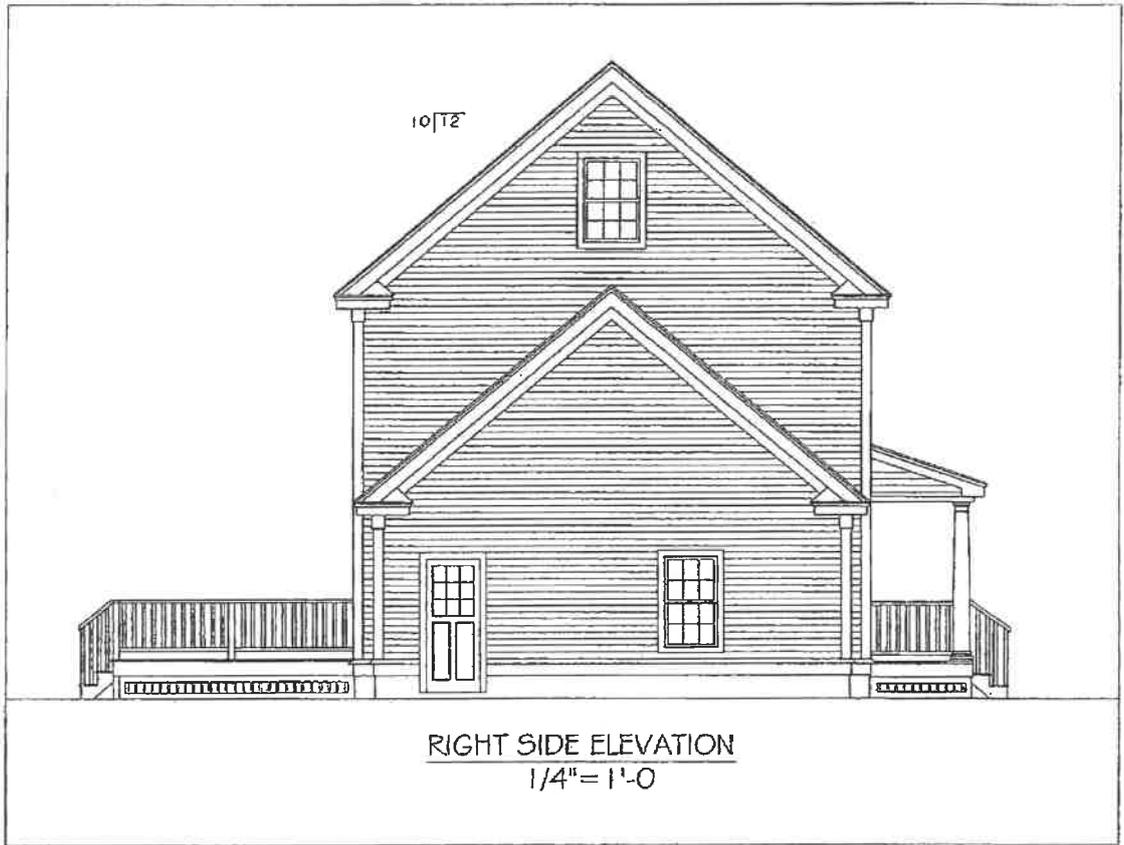
MARTHA MACINNIS
58 REGENT AVE.
BRADFORD, MA. 01835
(978)374-8719

PROPOSED NEW CONSTRUCTION
KIMBALL ROAD - LOT 8
AMESBURY, MA.

MARY CORMIER, LLC
64 SCHOOL STREET
MERRIMAC, MA.

2

APRIL 1, 2020



Amesbury Planning Board

09-28-2020

RECEIVED

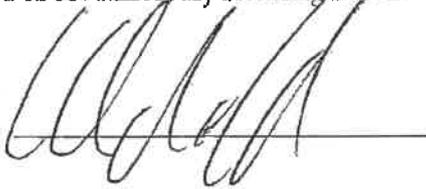
TO:
BC Realty Trust
64 School Street
Merrimac, MA 01860

20 DEC -2 PM 3:16
AMESBURY CITY CLERK

PLANNING BOARD VOTE:

On September 28, 2020, the Amesbury Planning Board voted to approve the 8 single family lots Residential Cluster and Definitive Subdivision at 47(1/2) – 57 Kimball Road, Amesbury MA subject to the findings, waivers and conditions noted in this Decision.

For the Amesbury Planning Board:



Filed with the City Clerk on December 2, 2020



City Clerk

A building permit is required for any construction remodeling. It is your responsibility to file this Decision with the Registry of Deeds and to record the plans after endorsement; forms may be obtained from the City Clerk's Office.

Any appeal shall be made pursuant to Section 17, Chapter 40A, M.G.L. and shall be filed within twenty (20) days after the date of filing of such notice in the office of the City Clerk's Office.

8 Lot Subdivision & Cluster Residential Special Permit
47.5 - 57 Kimball Road, Amesbury, MA



AMESBURY

Office of the City Clerk
City Hall, 62 Friend Street
Amesbury, MA 01913

Phone: 978-388-8100
Fax: 978-388-8150

APPEAL CERTIFICATION

Applicant: BC Realty Trust
64 School Street.
Merrimac, MA 01860

Property: 47.5-57 Kimball Rd.
Amesbury, MA 01913

I hereby certify that 20 days have elapsed from the date this certification was issued and no appeal has been filed in this office.

A true copy. Attest:



City Clerk
Amesbury, MA

May 10, 2021

Date





PARRY & PARRY, PC
PARRY TITLE COMPANY, PC

4 MERRIMAC SQUARE | MERRIMAC, MA 01860 T | 978.346.0005 F | 978.346.0066

November 26, 2024

The Honorable
Kassandra Gove
Mayor of the City of Amesbury
62 Friend Street, 2nd Floor
Amesbury, MA 01913

RE: Lot 9, Open Space, Kimball Road and Brielle Way, Amesbury, MA

Dear Mayor Gove:

Please accept this letter on behalf of John Cormier, Trustee of the BC Realty Trust, as a proposal to the City of Amesbury to accept a parcel of land containing 15.8464 acres known as Lot 9 located at Kimball Road for open space purposes. Lot 9 is shown on a plan of land approved by the Planning Board and is recorded in the Essex South Registry of Deeds at Plan Book 39865, Page 346, ("Plan"), the lotting sheets of which are attached hereto for reference and placement purposes. The Planning Board Decision accompanying the Plan approval is recorded at the Essex South Registry of Deeds at Book 39865 Page 284 ("Decision.") A copy of the Decision is attached for your reference. This proposal accompanies a related proposal by my client requesting the City to accept Parcel Y, Kimball Road for roadway purposes.

The Plan was approved as a definitive plan by the Planning Board concurrently with Cluster Residential and Common Access Driveway Special Permits. The Cluster Residential Special Permit Decision requires the preservation of Lot 9 shown on the Plan as open space for the protection of water bodies and supplies, wetlands, flood plains, agricultural or forestry lands, wildlife, and other natural, cultural or historic resources. In addition, the Special Permit was granted for the purposes of preserving open space areas for active and passive recreational use, including the provision of neighborhood parks and trails. The common open space must be owned in common by and be readily accessible to the owners of all lots in the cluster development or by a corporation, nonprofit organization, or trust whose members are all owners of the lots, or by the City, or otherwise as the Planning Board may direct.

The undersigned has provided for the ownership of the open space by one of the entities named above in its subdivision restrictive covenants, but would prefer that the City accept title to it. The open space extends in area from a right of way to which it has access at Lake Attitash Road easterly to Kimball Road, to a point nearly opposite the entrance to the Amesbury Town Forest. Acceptance of it by the City would provide the public access from the Lake Attitash area to the Town Forest.

PHILIP A. PARRY, ATTORNEY AT LAW | Admitted in MA and NH | phil@parrylawandtitle.com

DENISE L. PARRY, ATTORNEY AT LAW | Admitted in MA | denise@parrylawandtitle.com

EMILY L. KIRBY, ATTORNEY AT LAW | Admitted in MA and NH | emily@parrylawandtitle.com

PHILIP M. PARRY, ATTORNEY AT LAW | Admitted in MA | pparry@parrylawandtitle.com

CHRISTOPHER J. WORTHINGTON, ATTORNEY AT LAW | Admitted in MA | cworthington@parrylawandtitle.com

The Decision, at Section II, 4 provides that the open space parcel shall have a permanent conservation restriction in perpetuity. The restrictive covenants recorded in the Essex South Registry of Deeds at Book 41070 Page 379 affect Lot 9 and provide for same. Section O therein provides that "*Lot 9 shall be maintained in its current condition in perpetuity for open space and conservation purposes, predominantly in it a natural, scenic and undeveloped condition and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.*" Prohibited acts and uses are thereafter stated, with limited uses reserved which do not materially impair the conservation values and purposes of the restrictions. In the event the City or its agencies would like to change or revise the restrictions as to Lot 9, the restrictions may be modified, amended, changed or terminated by the Planning Board and Conservation Commission.

While a section of split rail fencing remains to be erected along the limits of Lot 9 near Lot 1 on the plan, after consultation with the Planning Office, we believe that it is appropriate to submit this proposal prior to the completion of the work. My client is readying to list his remaining lots for sale. The Planning Board is holding adequate security from the developer to assure that all improvements will be completed.

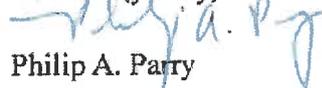
Lot 9 is described in the accompanying proposed deed. Several years ago, during the approval process, the content and form of the deed was submitted to and approved by the Planning Board after consultation with its legal counsel. However, due to the passage of time, I am requesting that I be allowed to communicate directly with the City's attorney to discuss and review the legal documents associated with this request. Please advise me if I may do so. Concurrently herewith, I am also submitting them to the City Engineer and DPW Director for review. After approval by them, it is my hope that this request may be formally submitted to the City Council.

Should the City agree to accept the conveyance of Lot 9, my client will promptly execute and deliver the deed, along with the duly executed Trustee's Certificate and any necessary supporting documents, and provide same to the City for recording at the Essex South Registry of Deeds.

Please do not hesitate to contact me if there are any questions or concerns regarding the above.

I appreciate your consideration of this matter.

Yours very truly,



Philip A. Parry

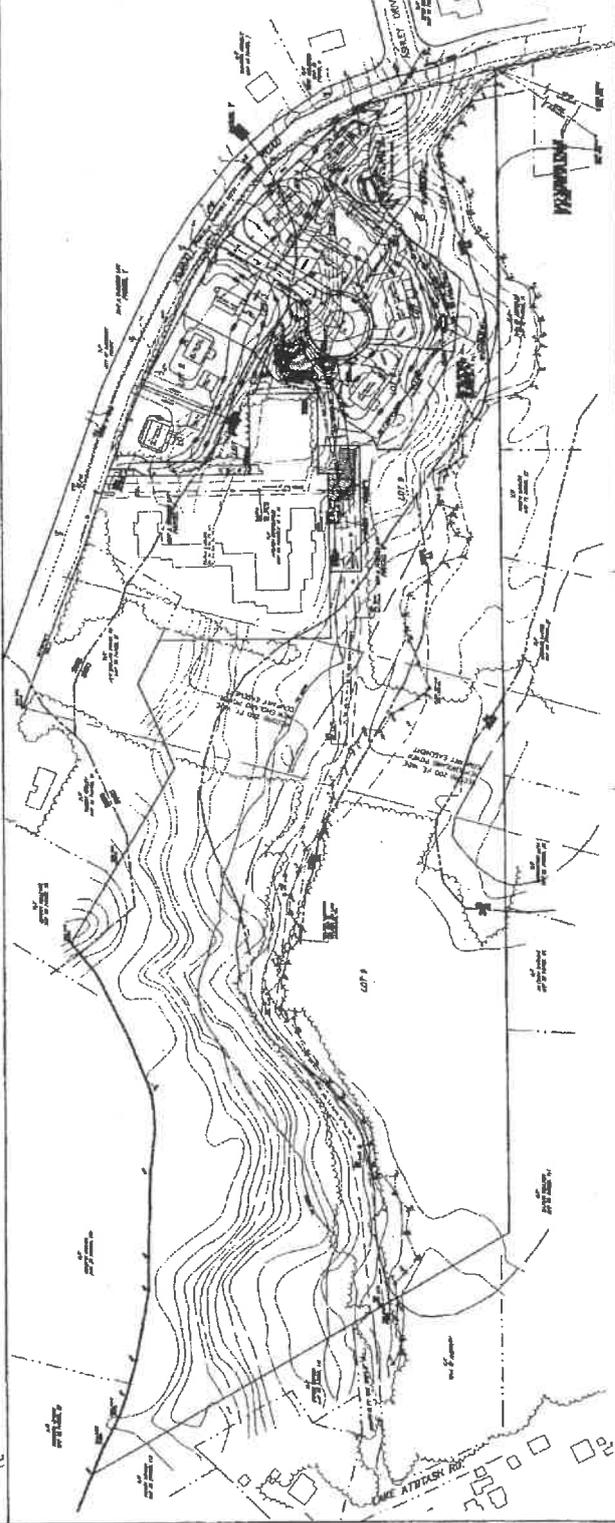
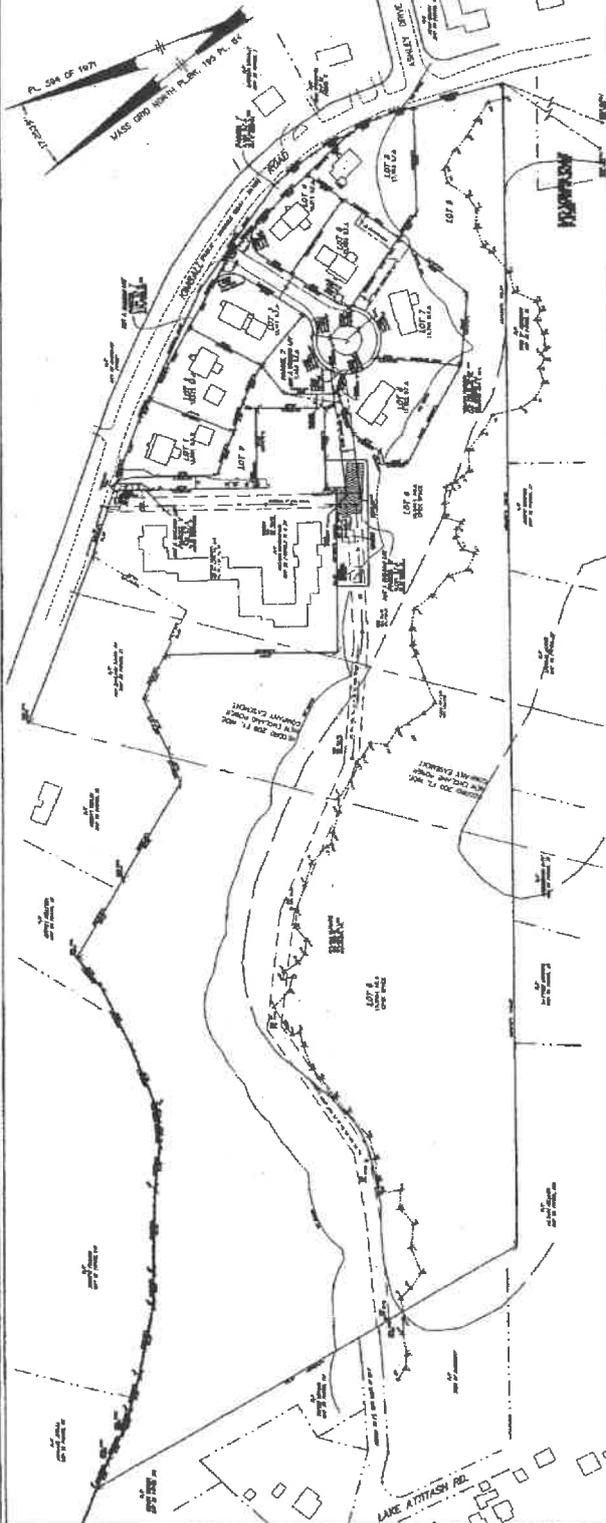
Attachments

cc: Nipun Jain, Director of Planning
: Pascal Rettig, Planning Board Chair
: Ann Marie Casey, Staff Liaison
: Joseph Buckley, Director of Public Works
: John Cormier, Trustee
: Stantec Consulting Services, Inc.
: Amanda Jones, Conservation Commission Chair



534 (17 Pgs)

534 39805-346



9.1333 REG. IN ORDER No. 30
 # 534
 5/11/2021
 39805-346
 (17 Pgs)

RESERVED FOR RESERVY USE
 AMESBURY PLANNING BOARD
 APPROVAL UNDER SUBDIVISION CONTROL IS SECURED.
[Signature]

DATE: **MAY 3, 2021**
 APPROVED ORIGINAL PERMIT SUBJECT TO
 PLANNING BOARD DECISION. ALL CHANGES BETWEEN THE AMESBURY
 PLANNING BOARD AND THE CITY OF AMESBURY, AND
 THE CITY OF AMESBURY AND THE AMESBURY
 PLANNING BOARD, SHALL BE MADE BY THE
 CITY OF AMESBURY.
 A COPY OF WHICH IS RECORDED HEREIN AND SUBJECT ALSO
 TO THE RECORDS OF THE CITY OF AMESBURY IN THE SOUTH
 EAST PROPERTY OF RECORDS ON OR BEFORE
 5/11/2021

CLERK CERTIFICATION
 I, THE CLERK OF THE CITY OF AMESBURY, IN DO HEREBY
 CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION
 PLAN HAS BEEN REVIEWED AND RECORDED AT
 THE CLERK'S OFFICE ON MAY 3, 2021, IN ACCORDANCE
 WITH THE PROVISIONS OF CHAPTER 268A, SECTION 10, AND
 THE CITY CHARTER. THE DATE OF RECEPTION OF THE
 ORIGINAL PLAN WAS MAY 3, 2021.
 CLERK: *[Signature]* DATE: **5/11/21**

CERTIFICATE THAT THIS PLAN IS
 PREPARED IN ACCORDANCE WITH
 THE PROVISIONS OF CHAPTER 268A,
 SECTION 10, AND THE CITY CHARTER,
 AND THAT THE CLERK HAS REVIEWED
 THE PLAN AND IS SATISFIED THAT
 IT COMPLETS ALL THE REQUIREMENTS
 OF THE CITY CHARTER AND THE
 CITY OF AMESBURY.
 CLERK: *[Signature]* DATE: **5/11/21**

DEFINITIVE
 SUBDIVISION OF LAND
 AT
 47.5-57 KIMBALL ROAD
 IN
 AMESBURY, MASSACHUSETTS

COMPOSITE PLAN
 PREPARED FOR:
 B. REALTY TRUST
 14 SPOON STREET
 3 WESHAM, MA, ANDOVER, MA
 DORIS
 ATTACHE ENGINEERING & SURVEY CONSULTANTS INC.
 97 TONNET STREET - GERRYSTOWN, MA 01833
 PHONE: 978-582-1970 FAX: 978-582-2926
 DRAWING FILED: 1000-00000001 1000-00000001-00000001
 JOB NO. 1000-04 DATE: JAN. 20, 2015
 REV. 1 1000-04-01 - FINAL BOARD & CITY PLANNER COMMENTS
 2 1000-04-02 - NOTICE ADDED FOR NOTICE COMMENTS
 3 1000-04-03 - FINAL BOARD & CITY PLANNER COMMENTS
 4 1000-04-04 - CITY PLANNER COMMENTS
 5 1000-04-05 - CITY PLANNER COMMENTS
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TRUSTEE'S CERTIFICATE
Pursuant to M.G.L. c. 184, § 35

I, John Cormier, Trustee of the BC Realty Trust under declaration of trust dated January 15th, 1991, recorded at the Essex South Registry of Deeds at Book 11313 Page 386 (the "Trust"), as amended by Amendment to Trust dated June 21st, 2013 recorded in said Deeds at Book 32583 Page 561, of Merrimac, Essex County, Massachusetts, hereby certify under the pains and penalties of perjury that the following is true and correct with respect to said Trust:

1. I am the sole Trustee of the BC Realty Trust;
2. The said Trust remains in full force and effect and the Trust has not been amended except as stated above;
3. I have been directed in writing by the holders of 100% of the beneficial interest in said Trust to convey the premises known as Lot 9 Kimball Road to the Inhabitants of the City of Amesbury, for the consideration of Less Than One Hundred (\$100.00) Dollars, upon such other terms as I deem appropriate;
4. The Trustee of the Trust has authority to act with respect to real estate owned by the Trust, and has full and absolute power under said Trust to convey any interest in real estate and improvements thereon held in said Trust, and no purchaser or third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the application of any Trust asset paid to the Trustee for a conveyance thereof.
5. No beneficiary is a minor, an estate subject to taxation, a person under disability or a corporation conveying all or substantially all of its assets.
6. There are no other facts which constitute conditions precedent to acts by the Trustees or which are in any other manner germane to affairs of the Trust.

Executed under seal this _____ day _____, and subscribed and sworn to under the pains and penalties of perjury.

BC Realty Trust

By: John Cormier
Its: Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, before me, the undersigned notary public, personally appeared John Cormier, Trustee of the BC Realty Trust, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public – Philip A. Parry
My Commission Expires: 5-8-2031

DEED

John Cormier, Trustee of BC Realty Trust under declaration of trust dated January 15th, 1992 recorded at the Essex South Registry of Deeds at Book 11313 Page 386, as amended, of Merrimac, Essex County, Massachusetts,

For consideration paid of Less Than One Hundred (\$100.00) Dollars

Grant to The Inhabitants of the City of Amesbury, a municipal corporation, having a usual place of business at 62 Friend Street, Amesbury, Essex County, Massachusetts

With Quitclaim Covenants

The vacant tract of land, situate in Amesbury, Essex County, Massachusetts, located at Kimball Road, and being shown as Lot 9 on a plan of land entitled "Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts," by Atlantic Engineering & Survey Consultants, Inc., dated Jan. 20, 2015, as revised, which plan is recorded in the Essex South Registry of Deeds at Book 39865 Page 346.

Lot 9 contains, according to said plan, 15.8464 acres, more or less.

Reserving unto the grantor, its successors and assigns, a driveway and parking easement over Lot 9 in that area labeled on the aforesaid plan as "Driveway & Parking Easement," which area is located northeasterly of Parcel W and northwesterly of Lot 6.

Reserving unto the grantor, its successors and assigns, permanent Sewer Easement "C" for the benefit of Lots 4, 5, 6, 7 and 8 for the purpose of laying out, constructing, operating, maintaining, inspecting, repairing or replacing a common sewer and all appurtenances thereto. The grantor further reserves a permanent easement for the location of a stoned weir with rip rap slope relative to a water quality swale directing street drainage for the Common Drive and all appurtenances thereto over that area depicted on the plan as "Drainage Easement," which area is adjacent to Parcel X as shown on the plan.

Further reserving unto to the grantor, its successors and assigns, the temporary right and easement to pass and re-pass over Lot 9 for the purposes of completing any work pursuant to Conservation Commission Orders of Conditions affecting individual Lots shown on the plan referenced above, or which may be covered by an Erosion Control Bond in favor of the City of Amesbury dated April 23, 2021 recorded in the Essex South Registry of Deeds at Book 39865

Property Address: Lot 9 Kimball Road, Amesbury, MA

Page 363, which right and easement shall lapse upon the issuance of Certificates of Compliance by the Conservation Commission and a release of the Bond by the City of Amesbury.

Lot 9 is further conveyed subject to and with the benefit of the following:

1. Easement to the New England Power Company dated August 15, 1958 and recorded in the Essex South Registry of Deeds at Book 4512 Page 40.
2. Right to pass and re-pass over a "30' Right of Way to Kimball Rd." shown on a Plan recorded in the Essex South Registry of Deeds at Plan Book 90, Plan 64, in favor of Hawley Patten, as described in a deed of Laura P. Warner dated January 30, 1958 and recorded in the Essex South Registry of Deeds at Book 4444 Page 219.
3. Easement to New England Telephone and Telegraph Company dated October 12, 1973 and recorded in the Essex South Registry of Deeds at Book 6022 Page 310, insofar as same affects the conveyed premises.
4. Easement for septic system purposes described in a deed to the Trustees of Acadia Condominium Trust dated July 25, 1980 and recorded in the Essex South Registry of Deeds at Book 6720 Page 445.
5. Orders of Taking in favor of the Town of Amesbury for Sewer Easements, each dated March 18, 1985 and recorded in the Essex South Registry of Deeds at Book 7697 Page 531 and Book 7697 Page 555, respectively.
6. The terms and conditions as noted and shown on the aforesaid plan, and the Planning Board Decision issued by the Planning Board of the City of Amesbury in conjunction with the plan approvals dated September 28th, 2020 and recorded in the Essex South Registry of Deeds at Book 39865 Page 284.
7. 47.5 – 57 Kimball Road Subdivision Restrictive Covenants dated July 6th, 2022 and recorded in the Essex South Registry of Deeds at Book 41070 Page 379.
8. Declaration of Common Access Driveway Easement and Maintenance Covenants dated July 6th, 2022 and recorded in the Essex South Registry of Deeds at Book 41070 Page 388.
9. 47.5 - 57 Kimball Road Homeowners Trust dated July 6th, 2022 and recorded in the Essex South Registry of Deeds at Book 41070 Page 395.
10. The terms and conditions of the StormWater Maintenance Operation and Plan dated July 6th, 2022, as revised and recorded in the Essex South Registry of Deeds at Book 41070 Page 411.

No persons have homestead rights in or to the premises conveyed herein.

Meaning and intending to convey and hereby conveying a portion of the same premises conveyed to John Cormier, Trustee of BC Realty Trust by deed of Yvon Cormier Construction Corp. dated November 6, 2019 and recorded in the Essex South Registry of Deeds at Book 38070 Page 499.

(Signature page to follow)

Executed under seal this _____ day of _____.

BC Realty Trust

By: John Cormier
Its: Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared John Cormier, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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.

Notary Public – Philip A. Parry
My Commission Expires: 5-8-2031