

Jennifer Tabakin
Town Manager

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www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

SELECTBOARD'S MEETING AGENDA

MONDAY, MARCH 12, 2018

7:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

7:00 PM - OPEN MEETING

1. CALL TO ORDER:

2. APPROVAL OF MINUTES:

January 22, 2018 Regular Meeting.

3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. General Comments by the Board

4. TOWN MANAGER'S REPORT:

A. Department Updates.

B. Project Updates.

5. LICENSES OR PERMITS:

A. Berkshire Restaurant Group III, Inc./Vern M. Kennedy, 10 Castle Street for Change of DBA from **Castle Street Café** to **Number Ten** on the:

- 2018 All Alcoholic Restaurant Liquor License
- 2018 Common Victualler (Food) License, and
- 2018 Annual Weekday Entertainment License
(Discussion/Vote)

B. Butternut Basin, Inc./Dave Ryel for One Day Beer and Wine Liquor License for March 17, 2018 from 12:00 Noon to 8:00 pm at 380 State Road, Great Barrington. (Discussion/Vote)

C. Berkshire South Regional Community Center/Steven Leonard for permission to utilize the Walter J. Kolodza Airport (Great Barrington Airport), and sections of the roads for the 6th Annual 5K Run/Walk on April 8, 2018 from 7:00 am to 11:30 am. (Discussion/Vote)

6. NEW BUSINESS:

A. SB – to approve the Resolution of the Downtown Great Barrington Cultural District to apply to the Mass Cultural Council for designation of a Cultural District and to participate in the District. (Discussion/Vote)

B. SB – to Accept Preservation Restriction for St. James Place, Inc. (Discussion/Vote)

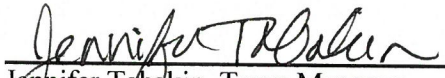
7. CITIZEN SPEAK TIME:

8. SELECTBOARD'S TIME:

9. MEDIA TIME:

10. ADJOURNMENT:

NEXT SELECTBOARD'S MEETING: Monday, March 26, 2018, 7:00 P.M.



Jennifer Tabakin, Town Manager

Pursuant to MGL. 7c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDMENT APPLICATION FOR:
Change of Corporate Name, Change of DBA, Change of Legal Structure, Change of Class, Change of Category

Please complete this entire application. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)

Vern M Kennedy

ABCC License Number

03192-RS-0464

City/Town of Licensee

Great Barrington

2. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Vern

Middle: Martin

Last Name: Kennedy

Title: Owner

Primary Phone: 413-528-5244

Email: info@castlestreetcafe.com

3. BUSINESS CONTACT

Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

AMENDMENT APPLICATION FOR:

Change of Corporate Name, Change of DBA, Change of Legal Structure, Change of Class, Change of Category

Please check the amendment that you are applying for and complete the corresponding section. Please refer to the requirements page for required documents.

<input type="checkbox"/> Change of Corporate Name This is the License Entity Name or the Business Contact	Last-Approved Corporate Name:	<input type="text"/>
	Requested New Corporate Name:	<input type="text"/>

<input checked="" type="checkbox"/> Change of DBA	Last-Approved DBA:	<input type="text" value="Castle Street Cafe"/>
	Requested New DBA:	<input type="text" value="Number Ten"/>

<input type="checkbox"/> Change of Corporate Structure LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure	<input type="text"/>
	Requested New Corporate Structure	<input type="text"/>

<input type="checkbox"/> Change of License Category All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	<input type="text"/>
	Requested New License Category	<input type="text"/>

<input type="checkbox"/> Change of License Class Seasonal or Annual	Last-Approved License Class	<input type="text"/>
	Requested New License Class	<input type="text"/>

<input type="checkbox"/> Change of License Type* i.e. Restaurant to Club Package Store to Supermarket	Last-Approved License Type	<input type="text"/>
	Requested New License Type	<input type="text"/>

CAN NOT change from an on-premise to an off-premises license type.

APPLICANT'S STATEMENT

I, Vern M Kennedy the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of Berkshire Restaurant Group III, Inc., hereby submit this application for Change of D/B/A
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 03/01/2018

Title: President



**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF GREAT BARRINGTON
BERKSHIRE COUNTY
BUSINESS CERTIFICATE
2018**

Date: NOVEMBER 15, 2017

Personally appeared before me,


VERN M. KENNEDY

DBA: NUMBER TEN

And made an oath that the foregoing statement is true:

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed./

Expiration Date: NOVEMBER 15, 2022


Assistant Town Clerk

The Commonwealth of Massachusetts
Town of Great Barrington
DBA

No. 4-17

New
Renew

BUSINESS CERTIFICATE

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

Number Ten
is conducted at 10 Castle Street, Great Barrington, MA
for the purpose of (type of business) restaurant
in Great Barrington, by the following person(s).

Please be advised that the attached Business Certificate is only valid if the business has followed the Town of Great Barrington Zoning Bylaws. It is the responsibility of the business owner to be sure that the business meets all the qualifications as required by law.

It is the responsibility of the person who has filed such a certificate, upon his discontinuing such business or changing location, to file a statement in the office of the Town Clerk and pay the fee per Mass General Law, C. 110, §5.

I have read the above statement and understand the terms of the Business Certificate provided to me by the Town clerk's Office.

FULL NAME

Residence Street Address
and Mailing Address

Vern M. Kennedy, President
Berkshire Restaurant Group III, Inc.

SIGNED:

Phone#: 413-528-5244

334 Main Street
Great Barrington, MA 01230

Tel: (413) 528-1619 x2
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON
AMENDED
APPLICATION FOR COMMON VICTUALLER LICENSE

- CHANGED DBA

FEE: \$25.00 (Payable to the Town of Great Barrington) DATE: 3/1/18

NOTICE:

As provided by MGL Chapter 140, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit.

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a Common Victualler License in accordance with the provisions relating thereto:

APPLICANT(S)/OWNER(S) NAME: VERN KENNEDY

NAME OF BUSINESS: BEUKSTRAE RESTAURANT GROUP III, INC

D/B/A (if applicable): WATER NUMBER 10

BUSINESS MAILING ADDRESS: 10 CASTLE ST, CO, MA 01230

BUSINESS TELEPHONE: 528 5244 HOME TELEPHONE: 770 656 2794

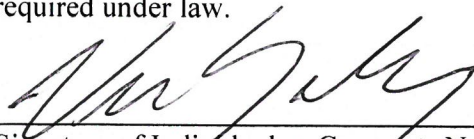
LOCATION WHERE LICENSE IS TO BE USED: 10 CASTLE ST
GREAT BARRINGTON, MA 01230


DAYS/HOURS OF OPERATION: WEDS → MON

DESCRIPTION OF PREMISES: _____

DESCRIPTION OF FOOD TO BE SERVED: _____

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.


Signature of Individual or Corporate Name

By: 
Corporate Officer (if applicable)

SS# _____



TOWN OF GREAT BARRINGTON
Annual Weekday Entertainment License Application
(INDOOR ONLY)

- To Amend
DBA

\$25.00 **A**

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws, Ch.140 Sec.183A amended, Ch.351, Sec.85 of Acts of 1981 and Ch.140 Sec.181.

Name: VERN KENNEDY
Business/Organization: BRUSHHIRE RESTAURANT GROUP III, INC
D/B/A (if applicable): NO TO NUMBER 10
Address: 10 CASTLE ST, GREAT BARRINGTON, MA 01230
Mailing Address: ''
Phone Number: 5413 528 5244
Email: INFO@CASTLESTREETCAFE.COM

TYPE: (Check all that apply) Concert Dance Exhibition Cabaret DJ
 Live band with up to 5 pieces, including singers Public Show

INCLUDES: Live music Recorded music Dancing by entertainers/ performers
 Dancing by patrons Amplification system Theatrical exhibition
 Floorshow Play Moving picture show Light show Jukebox

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (M.G.L. Chp.140 Sec.183A)

___ YES

NO

Exact Location of Entertainment (include sketch): EXISTING STAGE AT
REAR OF BAR

Days of Entertainment*: FRIDAY & SATURDAY
*Does not include SUNDAY

Start & End Times of Entertainment: 8PM TO 11PM

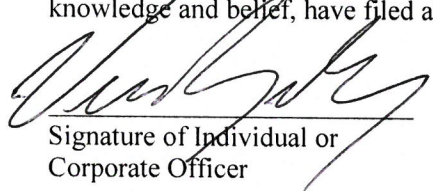
Does your event involve any of the following? (Check all that apply)

- Food Temporary Bathrooms Tents Stages Temporary Signs
 Electrical Permits Building Permits Police Traffic Details Street Closures

ALL entertainment licenses will be reviewed by the Design Review Team (DRT), which is comprised of several Town departments, for comments/concerns on this application.

In the event of a change in type of entertainment or hours/days different than indicated above, a new application will be required and a new license will be issued.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.


Signature of Individual or Corporate Officer

3/1/18
Date

TOWN USE ONLY:

DRT Review with Conditions: _____

APPROVAL DATE: _____

LICENSE # _____

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: DAVE RYEL

Organization Name: BUTTERNUT BASIN INC.

Applicant's Address: 380 STATE RD, G.B., MA 01230

Telephone Number: 413-528-2000 x154

Type of License: (Circle one) ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC

Event: SKI BUTTERNUT - SPRING FLING

Date: 3/17/18 Start Time: 12 NOON End Time: 8:00 PM

Event Address: 380 STATE RD, G.B., MA 01230

Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

- 1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
- 2. Certificate of Insurance showing proof of Liquor Liability coverage. (If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
- 3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

D. R. Ryel
Signature of Applicant

3/17/18
Date

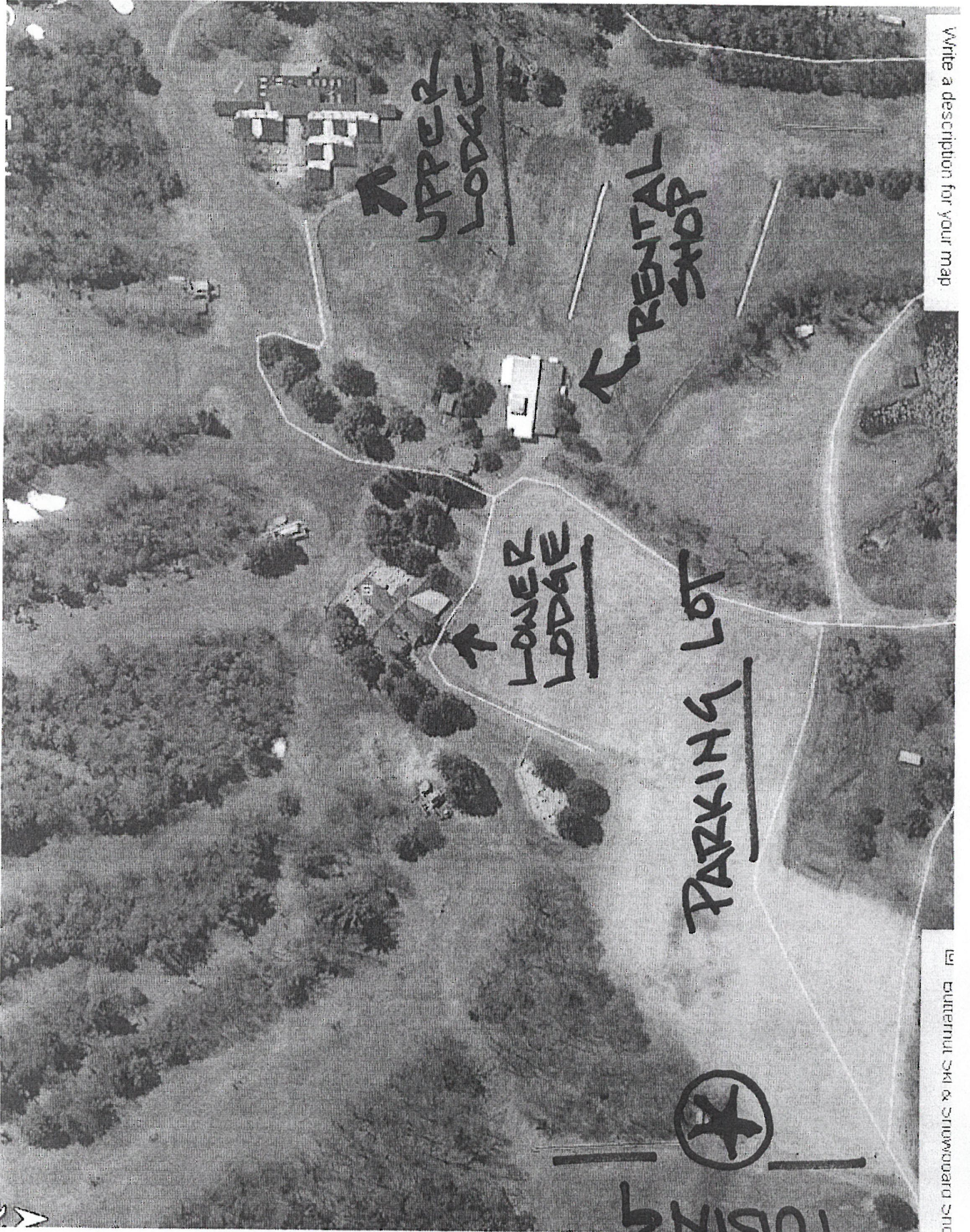
FOR TOWN USE:

Approved _____

Denied _____

Postponed _____

Write a description for your map



Butternut Ski & Snowboard Shop

Date February 1, 2018

Selectboard
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

Dear Selectboard,

I am writing to request permission for Berkshire South Regional Community Center to utilize the Walter J. Koladza Airport (Great Barrington Airport), and sections of the roads listed below, for our 6th Annual 5K Run/Walk on April 8th, 2018. This event is rain or shine.

Our goal is to have the Airport be the central point for the race, both for registration in the morning and also utilize it as the start and finishing points for the race. Set-up would begin at 7:00 a.m., registration beginning at 8:00 a.m., and the race set to begin at 9:00 a.m. Our plan is to complete the entire event and remove all items by 11:30 a.m.

The running route will begin on the Great Barrington Airport runway, turn left on Seekonk Cross Road, a left on Locust Hill Road, continue on Pumpkin Hollow Road, a left on Egremont Plain Road and finish taking a left into the airport. Included is a map of our intended route. Previous year's 5K had roughly 120 in attendance and we will be prepared to have 175 participants this year. Plenty of volunteers and staff will be on hand throughout the route, plus additional signs beside the road will inform oncoming vehicles of the race in progress.

Thank you for taking time to consider our proposal. It is my understanding that this will go under review and we will be called to attend the next scheduled Selectboard's Meeting. Please let us know if there is anything additional I can provide.

Sincerely,

Steven Leonard
Director of Wellness and Recreation
Berkshire South Regional Community Center

Cc Jenise Lucey
Executive Director
Berkshire South Regional Community Center

*The DRT reviewed this
on 2/13 and has no issues
with the proposal.*



Resolution for Selectboard

A resolution by the Town of Great Barrington, Massachusetts to create a state-authorized cultural district for at least (5) years to be named: Downtown Great Barrington Cultural District.

WHEREAS, the town wishes to pursue a state-authorized cultural district through the enabling legislation (MGL c. 10, § 58A);

WHEREAS, the town has a mixed-use geographical area that has a concentration of cultural facilities and assets;

WHEREAS, the town has held a public meeting and adopted a resolution proclaiming its interest in establishing a state-designated cultural district;

WHEREAS, the town has created a broad and diverse partnership of stakeholders committed to cultural, community and economic development to provide oversight of the district;

WHEREAS, the Massachusetts Cultural Council will be petitioned in accordance with its guidelines and criteria to designate said cultural district.

NOW, THEREFORE, BE IT RESOLVED by the Selectboard of Great Barrington that the town:

Article 1. Endorses the submission of this application and agrees to foster the development of a cultural district.

Article 2. Endorses the state-sponsored cultural district goals: attracting artists and cultural enterprises, encouraging business and job development, establishing tourist destinations, preserving and reusing historic buildings, enhancing property values and fostering local cultural development.

Article 3. Will appoint a town official to represent the town within the district partnership of said cultural district.

Article 4. Encourages all who own property or businesses within said cultural district to involve themselves and participate in the full development of the cultural district.

Article 5. Directs town agencies to identify programs and services that could support and enhance the development of the cultural district and ensure that those programs and services are accessible to the cultural district.

Adopted this 12th day of March, 2018.

Sean Stanton, Chair

Stephen C. Bannon

Daniel Bailly

Edward Abrahams

William Cooke

Helen Kuziemko

From: Chris Rembold
Sent: Tuesday, February 27, 2018 12:55 PM
To: Helen Kuziemko
Subject: SB meeting

Hi Helen, please put this on the March 12 agenda:

New Business:

Downtown Great Barrington Cultural District – Resolution to apply to the Massachusetts Cultural Council for designation of a Cultural District, and to participate in the District

Thanks,
Chris

Christopher T. Rembold, AICP

Town Planner
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230
Ph: (413) 528-1619, x. 7
www.townofgb.org

PRESERVATION RESTRICTION AGREEMENT

This PRESERVATION RESTRICTION AGREEMENT is made by and between ST. JAMES PLACE, INC., a Massachusetts nonprofit corporation with a place of business located at 342 Main Street, Great Barrington, MA 01230 (“Grantor”), and the TOWN OF GREAT BARRINGTON (the “Town” or “Grantee”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Berkshire County, Massachusetts, with a principal place of business at 334 Main Street, Great Barrington, MA 01230, acting by and through the GREAT BARRINGTON HISTORICAL COMMISSION (“Commission”).

WHEREAS, the Grantor is the owner of certain real property located at 352 Main Street, Great Barrington, MA, containing about 40,616 square feet, more or less, comprising a portion of the Property conveyed by the St. James Episcopal Church, also known as St. James Protestant Episcopal Church, also known as The Protestant Episcopal Society of Great Barrington, to said Grantor in a deed dated September 28, 2010, recorded with the Southern Berkshire District Registry of Deeds, Book 2008, Page 346 (the “Property”), and more particularly shown as Lot 2 on a plan entitled “Plan of Land prepared for St. James Place, Inc. Main Street and St. James Place Great Barrington, MA” which was recorded with the Southern Berkshire District Registry of Deeds on November 17, 2016 as Plat Q-148, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, said Property is improved by a building thereon formerly known as the St. James Church and Parish House, now known as St. James Place, and referred to hereinafter as “the Building,” which Building consists of two component structures, physically connected: the former sanctuary space constructed *circa* 1857 and the former Parish Hall, constructed *circa* 1911, being more particularly described as follows:

The sanctuary is in the Gothic Revival style and is built of locally quarried blue dolomite limestone, laid randomly in an ashlar pattern, and the walls are buttressed by the same stone. The sanctuary roof is steeply pitched and covered with slate. Stained glass windows illuminate the nave. The principal public entrance, on the east side facing Main Street, is a pointed lancet shaped double-leaf door, under an approximately 78-foot tall square buttressed Gothic tower which includes a three-faced clock on the fourth level and a belfry with lancet windows on the fifth level. The tower is topped by four Gothic copper sheathed pinnacles on the tower’s corners. The sanctuary’s interior, the nave, contains the original pews on a newly raked floor, the original pews on the balcony, and the nave’s approximately 30-foot high ceiling is decorated with original trusses. The sanctuary’s corners also have pinnacles.

The Parish House is a multi-gabled two and one-half story Tudor Revival style building. Its exterior walls are a combination of blue dolomite ashlar-laid stone and half-timbered stucco design. Its roof is a combination of slate on the principal public exposures—the west and south—and asphalt shingle on the west and north, all recently repaired and/or replaced. The Parish House consists of two floors of offices, a full basement accessible

342 Main Street, Great Barrington, MA

by a door from the street called St. James Place and by internal stairs and elevator, and, on the west, the Great Hall. The Parish House windows are leaded glass tracery windows on all four sides, with small panes grouped horizontally. The windows on the south and north sides of the Great Hall are approximately 14 feet in total height.

and,

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction in *circa* 1857 and *circa* 1911, its association with significant people and events of Great Barrington, and its location as a contributing property within the Taconic and West Avenue National Historic District, designated in 1988 and listed on the Massachusetts and National Registers of Historic Places; and

WHEREAS, The Building is important for its associations with the social and religious history of Great Barrington, and to the public's enjoyment and appreciation of downtown Great Barrington's architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values and significance of the Building, and have the common purpose of preserving the exterior of the Building; and

WHEREAS, upon the recommendation of the Town's Community Preservation Committee ("Committee") under the designation of Project #05-16, the Great Barrington Annual Town Meeting on May 5, 2015, appropriated the sum of one hundred fifty thousand dollars (\$150,000) of Community Preservation Act funds from the Great Barrington Community Preservation Fund (the "CPA Grant") for the purpose of funding a grant for the restoration of the Building's roof; and

WHEREAS, the recommendation of the said Committee was subject to the condition that a historic preservation restriction be placed on the Building; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a perpetual preservation restriction on the Building pursuant to the CPA Grant;

NOW THEREFORE, the Grantor, in consideration of the Grant, the receipt of which is hereby acknowledged, and to ensure the preservation of the aforementioned Building, agrees to impose the following restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building does hereby irrevocably grant and convey unto the Grantee a Preservation Restriction on the Building, all as set forth more particularly herein.

PURPOSE

1.1 Purpose. It is the purpose of this Preservation Restriction Agreement to ensure that the features and characteristics that embody the architectural, historic and cultural

significance of the Building, as described herein, will be retained and maintained substantially in their current condition and to prevent any use of or change to the Property that will significantly impair or interfere with the Building's preservation values.

1.2 Improvements. Grantor agrees to make the improvements to the Building's exterior as set forth in the application materials submitted to the Committee for said Project #05-16 in accordance with the terms of this Preservation Restriction Agreement.

GRANTOR'S COVENANTS

2.1 Covenant to Maintain. Grantor agrees that:

1. the exterior architectural, historic, and cultural features of the Building described herein will be retained and maintained forever substantially in their current condition; and,
2. the Building shall not be demolished, removed, relocated, or razed except as may be required in the event of a substantial or total property loss caused by fire, flood, windstorm, hurricane, earth movement or other casualty, and then only with approval of the Great Barrington Historical Commission, which approval shall not be unreasonably withheld.

GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without prior express written approval of the Grantee, which approval shall not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change, and any change in design, material or color thereof. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with paragraph 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this paragraph, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Secretary of Interior's Standards for The Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67), as these may be amended from time to time, which are incorporated herein by reference. Any activities, including construction or alteration of any internal structural features that act as support for external surfaces, construction or alteration or which may alter the exterior appearance of the Building or threaten the structural stability or integrity of the exterior of the Building are equally subject to this Preservation Restriction Agreement.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

4. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the

damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Building and to protect public safety shall be undertaken by Grantor without Grantee's prior written approval of the work.

5. Insurance. Grantor shall keep the Property insured for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for bodily injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or co-insurance from Grantor. Grantor shall provide Grantee with a certificate(s) of such insurance coverage.

INDEMNIFICATION

6. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, agents, employees, and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with: injury to or death of any person on or about the Property; physical damage to the Building or Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; any other injury or other damage occurring on or about the Building, unless such injury, death, or damage is caused by Grantee or its boards, commissions, agents, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

ADMINISTRATION AND ENFORCEMENT

7. Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the exterior of the Building. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

The Town shall be entitled to all remedies in law or equity as are necessary or proper to enforce this Preservation Restriction Agreement and the covenants granted herein, including, but not limited to, halting or preventing the violation of the covenants by injunction or other lawful procedure (it being agreed that the Town may have no adequate remedy at law), which shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. In the event Grantor is found to have violated any of Grantor's obligations under this Agreement, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the Agreement,

including all reasonable court costs, and attorneys', architectural, engineering and expert witness fees.

BINDING EFFECT

8. The restrictions and covenants contained herein shall constitute a covenant running with the land and shall bind the Grantor and its representatives, agents, successors and assigns, and shall inure to the benefit of, and be enforceable by, the Town, its representatives, agents, successors and assigns. They shall apply to the Grantor and its successors and assigns, including any association or entity that may be formed to control or maintain the Property, and to such successors and assigns as may hereafter exist as a result of a mortgage foreclosure or of a bankruptcy. Such restrictions and covenants shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part hereof, including by way of example but not limitation, a lease of all or a portion of the Property.

If any provision of this Preservation Restriction Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected, and shall remain in full force and effect.

EXECUTED as a sealed instrument this 9th day of February 2018

ST. JAMES PLACE, INC.

By Sally Sharp Harris, President
Sally Sharp Harris, President

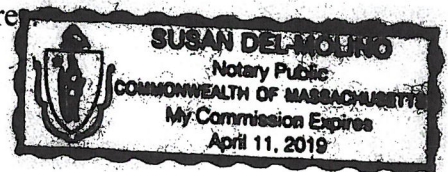
COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss

On this 9th day of February, 2018, before me, the undersigned notary public, personally appeared **Sally Sharp Harris, President of St. James Place, Inc.**, proved to me through satisfactory evidence of identification, being (check whichever applies):

driver's license or other state or federal government document bearing a photographic image, oath or affirmation or a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purposes.

Susan Del-Molino
Notary Public
My Commission Expires



ACCEPTANCE OF PRESERVATION RESTRICTION

Acceptance of this Preservation Restriction Agreement by the Town of Great Barrington, acting by and through its Historical Commission pursuant to the authority granted to the Historical Commission under G.L. c. 40, §8D, is acknowledged this 6th day of MARCH, 2018.

GRANTEE:

TOWN OF GREAT BARRINGTON,
By its Historical Commission

Paul W Ivory
Paul W Ivory, Chairman

Marilyn Bisiewicz
Marilyn Bisiewicz

Gary Leveille
Gary Leveille

David Rutstein
David Rutstein

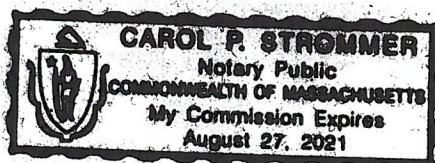
William Nappo
William Nappo

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

March 6, 2018

On this 6th day of MARCH, 2018 before me, the undersigned Notary Public, personally appeared PAUL W IVORY who proved to me through satisfactory evidence of identification, which were CHIEF MAN, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purposes, as a member of the Great Barrington Historical Commission and acknowledged the foregoing to be the free act and deed of the Commission on behalf of the Town of Great Barrington.



Carol P. Strommer
Notary Public

My commission expires: 8/27/2021

APPROVAL OF PRESERVATION RESTRICTION

The foregoing Preservation Restriction is hereby approved by the Town of Great Barrington, acting by and through its Select Board, this _____ day of _____, 2018

TOWN OF GREAT BARRINGTON
SELECT BOARD

Sean A. Stanton

Stephen C. Bannon

Daniel B. Bailly

Edward Abrahams

William Cooke

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss. _____, 2018

On this _____ day of _____, 2018 before me, the undersigned Notary Public, personally appeared _____ who proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purposes, as a member of the Great Barrington Select Board and acknowledged the foregoing to be the free act and deed of the Board on behalf of the Town of Great Barrington.

Notary Public
My commission expires: _____

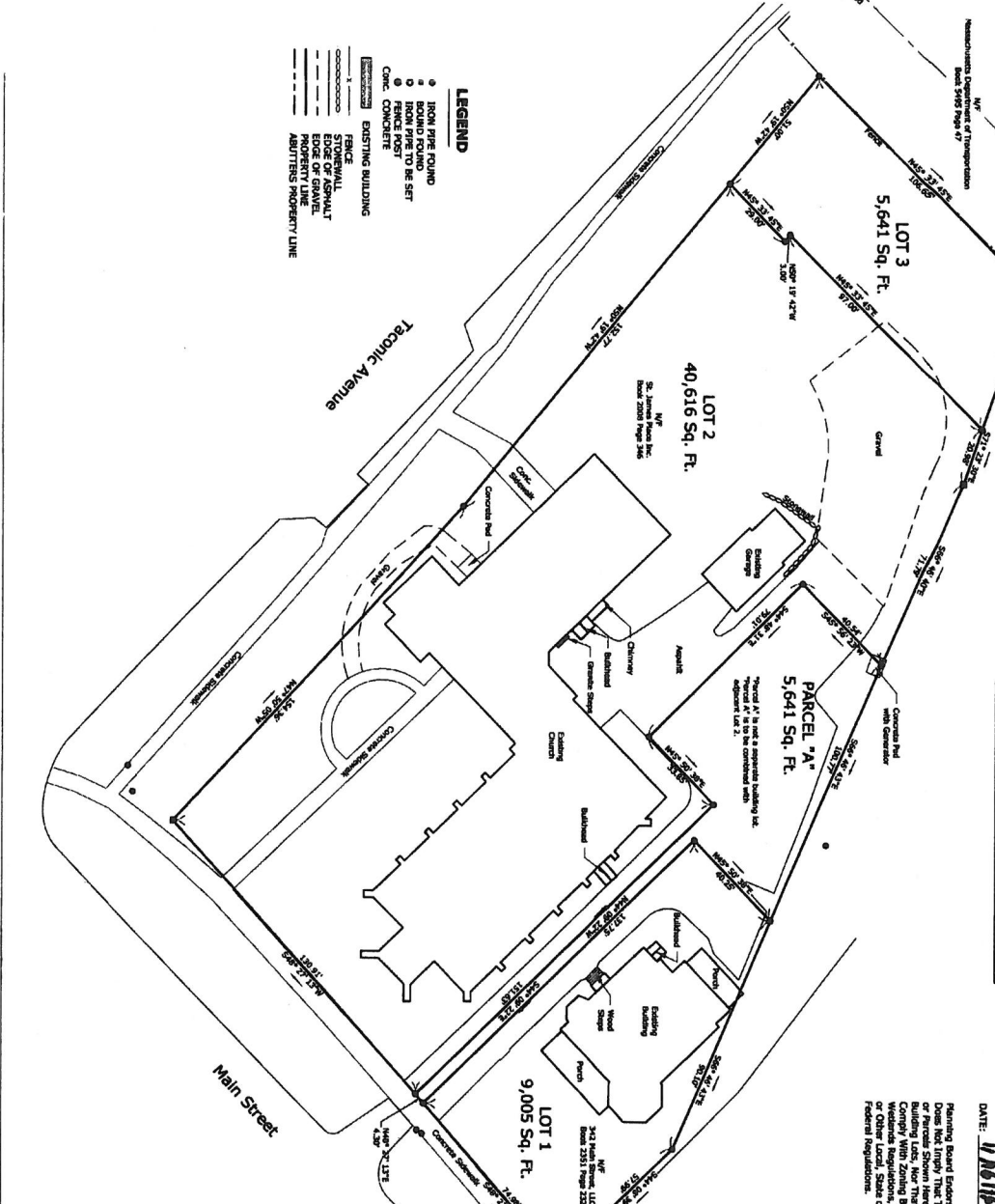
"EXHIBIT A"

GENERAL NOTES

1. This plan of land is intended solely to represent the boundary lines of the subject property.
2. Unless otherwise noted herein, this survey plan shall not be construed as depicting the location of any utility lines, nor all regulated utilities or topographic. Any surface water features shown, such as streams or ponds, are not represented as indicating limits of wetland resource areas.
3. No other permits, approvals, uses, site conditions or suitability are expressed or implied hereby, either directly or by omission.
4. All parcels are subject to and with the benefit of all rights, restrictions, conditions, easements, leases, encumbrances and appurtenances of record.
5. Enforcement does not imply compliance with Wetlands Protection Act or zoning.
6. Historical Deed is based upon a plan entitled "Plan of Land Surveyed for David H. Williams and Harry E. Condon, Great Barrington, Massachusetts" dated April 1986, Scale: 1"=20', prepared by Jerry-Charles Parsons and Associates, Inc. Said plan is recorded in the Berkshire Southern District Registry of Deeds in Map Book 7, Page 176.
7. Lot 2 is subject to a special permit, recorded in the Berkshire Southern District Registry of Deeds in Book 2261, Page 334.



SITE DATA	
Department	by Town of Great Barrington, MA Planning
Order No.	07-02 General Business
Dimensional Requirements:	
Min. Lot Size (Sq. Ft.)	= 5000
Min. Front Setback (ft.)	= 20
Min. Side Setback (ft.)	= 25
Min. Rear Setback (ft.)	= 10
Max. Lot Coverage (%)	= 1
Number of principal buildings	= 75



APPROVAL NOT REQUIRED UNDER SUBDIVISION CONTROL LAW

[Signature]
 Planning Board
 GREAT BARRINGTON
 PLANNING BOARD
 DATE: 11/16/16

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

[Signature]
 DATE: 11/16/16



RECORD NUMBER
 ST. JAMES PLACE INC.
 BOOK 2083 PAGE 346
 PLAT # 4132



PLAN OF LAND
 Prepared for
ST. JAMES PLACE INC.
 MAIN STREET AND ST. JAMES PLACE
 GREAT BARRINGTON, MA.

FORESIGHT ENGINEERING
 FORESIGHT ENGINEERING
 1000 Main Street, Suite 100
 Great Barrington, MA 01830
 Tel: 413-528-1234
 Fax: 413-528-1235
 www.foresighteng.com

DATE: November 14, 2015
 DYNAMIC, MASSACHUSETTS
 SCALE: 1" = 20'
 SHEET NO. 02/02
 SHEET TOTAL: 02/02