

**ADDENDUM A**  
**GENERAL INFORMATION**

**Assessors Field Cards – See Assessing Department Records**

**List of Year Round Waivers**

**List of Properties that Passed and Failed Title 5**

**Zoning Bylaws**

**Detailed Flood Zone Identification for Conomo Point South**

**Sample Lease**

# Year Round North

Conomo Point Address		Map	Lot
142	Conomo Point Road	24	36
136	Conomo Point Road	24	38
7	Beach Circle	19	99
138	Conomo Point Road	24	37
172	Conomo Point Road	24	24
105	Conomo Point Road	19	97
144	Conomo Point Road	24	35
110	Conomo Point Road	19	88
101	Conomo Point Road	19	102
114	Conomo Point Road	19	86
175	Conomo Point Road	24	7
40	Robbins Island Road	19	70
154	Conomo Point Road	24	18
42	Robbins Island Road	19	71
29	Robbins Island Road	19	77
46	Robbins Island Road	19	73
8	Conomo Lane	19	84
4	Conomo Lane	19	83
5	Beach Circle	19	100
187	Conomo Point Road	19	85

# Year Round South

Conomo Point Address		Map	Lot
82	Conomo Point Road	19	26
5	Cogswell Road	19	49
85	Conomo Point Road	19	118
9	Cogswell Road	19	51
7	Sumac Drive	19	20
13	Town Farm Road	19	41
2	Sumac Drive	19	15
6	Sumac Drive	19	16
96	Conomo Point Road	19	48
34	Cogswell Road	19	11
7	Cogswell Road	19	50
10	Town Farm Road	19	38
86	Conomo Point Road	19	33
4	Town Farm Road	19	35
8	Sumac Drive	19	17
12	Town Farm Road	19	40

# Appraisal Report - Passed Title 5 Inspections, 1998

#	Street	Map	Lot	Pass==1, Fail==0	Failure Reason	Type of System	Soil Test Results
28	Cogswell Road	19	012	1		cesspool w/ lch. trench	
24	Cogswell Road	19	013	1		tank/leach trench	
2	Sumac Drive	19	015	1		tank/dbox/SAS	
082	Conomo Point Road	19	026	1		tank/dbox/SAS	
31	Cogswell Road	19	027	1		tank/dbox/SAS & laundry c.p.	
33	Cogswell Road	19	028	1		tank/dbox/SAS	
086	Conomo Point Road	19	033	1		tank/leach trench	
06	Town Farm Road	19	036	1		tank/dbox/SAS	
08	Town Farm Road	19	037	1		tank/dbox/SAS	
10	Town Farm Road	19	038	1		tank/dbox/SAS	
03	Town Farm Road	19	045	1		tank/dbox/SAS	
094	Conomo Point Road	19	047	1		tank/dbox/SAS	
096	Conomo Point Road	19	048	1		single cesspools	
07	Cogswell Road	19	050	1		tank/leaching trenches	
09	Cogswell Road	19	051	1		tank/dbox/SAS	
11	Cogswell Road	19	052	1		tank/leach pit(s)	
098	Conomo Point Road	19	056	1		single cesspool	
04	Robbins Island Road	19	058	1		tank/leach trench	
10	Robbins Island Road	19	061	1		tank w/ leaching trench	
12	Robbins Island Road	19	062	1		tank w/ leach trench	
14	Robbins Island Road	19	063	1		tank w/ o.f. leach trench	
30	Robbins Island Road	19	065	1		tank w/ leach trench	
36	Robbins Island Road	19	068	1		tank w/ leaching trench	
36R	Robbins Island Road	19	068A	1		tank w/ leaching trench	
38	Robbins Island Road	19	069	1		tank/SAS	
40	Robbins Island Road	19	070	1		tank/SAS	
44	Robbins Island Road	19	072	1		tank/dbox/SAS	
41	Robbins Island Road	19	076	1		tank/SAS	
29	Robbins Island Road	19	077	1		tank/SAS	
01	Robbins Island Road	19	079	1		tank/dbox/SAS	
04	Conomo Lane	19	083	1		tank/dbox/SAS	
187	Conomo Point Road	19	085	1		cesspool & overflow c.p.	
110	Conomo Point Road	19	088	1		cesspool w/ o.f. leach trench	
09	Beach Circle	19	096	1		tank w/ leaching trench	
105	Conomo Point Road	19	097	1		tank/SAS	
103	Conomo Point Road	19	098	1		cesspool/tight tank	
03	Beach Circle	19	101	1		tank w/ overflow trenches	
089	Conomo Point Road	19	116	1		two tight tanks	
						cesspool	

tides causing gw intrusion

# Appraisal Report - Passed Title 5 Inspections, 1998

#	Street	Map	Lot	Pass==1, Fail==0	Failure Reason	Type of System	Soil Test Results
087	Conomo Point Road	19	117	1		cesspool w/ o.f. leach trench	
172	Conomo Point Road	24	024	1		tank/SAS	
31	Middle Road	24	03	1		cesspool w/ leaching trench	
29	Middle Road	24	04	1		single cesspool	
171	Conomo Point Road	24	09	1		tank w/ leach trench	
169	Conomo Point Road	24	10	1		tight tank	
154	Conomo Point Road	24	18	1		tank/leach pit(s)	
23	Middle Road	24	28	1		single cesspool	
21	Middle Road	24	29	1		tank/SAS & o.f. c.p.	
19	Middle Road	24	30	1		tank/SAS & o.f. c.p.	
17	Middle Road	24	31	1		tank w/ leaching chambers	
11	Middle Road	24	33	1		tank w/ overflow c.p.	
09	Middle Road	24	34	1		compost toilets/greywater	
144	Conomo Point Road	24	35	1		tank w/ overflow c.p.	
136	Conomo Point Road	24	38	1		tank w/ o.flow c.p. & leach trench	
134	Conomo Point Road	24	39	1		tank w/ leach trench	
126	Conomo Point Road	24	42	1		single cesspool	
124	Conomo Point Road	24	43	1		tank/leach pit(s)	
122	Conomo Point Road	24	44	1		tank w/ o.flow c.p.	
120	Conomo Point Road	24	45	1		cesspool w/ overflow cesspool	
179	Conomo Point Road	24	5	1		cesspool w/ overflow c.p.	

# Appraisal Report - Failed Title 5 Inspections, 1998

#	Street	Map	Lot	Pass==1, Fail==0	Failure Reason	Type of System	Soil Test Results
34	Cogswell Road	19	011	0	backup/in g.w.	tank w/ leach trench	Fail
22	Cogswell Road	19	014	0	in g.w.	tank/leach pit(s)	Fail
6	Sumac Drive	19	016	0	no well test	tank/dbox/SAS	
8	Sumac Drive	19	017	0	backup/lqd lvl dbox/50' from well	tank/dbox/SAS	Fail
7	Sumac Drive	19	020	0	backup/lqd. lvl. dbox/in g.w.	tank/dbox/SAS	Unk
090	Conomo Point Road	19	034	0	backup/in g.w.	tank/leach pit(s)	Pass
04	Town Farm Road	19	035	0	backup/lqd. lvl. dbox	tank/dbox/SAS	Unk
12	Town Farm Road	19	040	0	backup/lqd lvl dbox/in g.w.	tank/dbox/SAS	Fail
13	Town Farm Road	19	041	0	in g.w.	tank/leach pit(s)	Fail
09	Town Farm Road	19	044	0	in g.w.	cesspool w/ overflow cesspool	Fail
092	Conomo Point Road	19	046	0	in g.w.	tank/leach pit(s)	Fail
05	Cogswell Road	19	049	0	backup	tank/leach pit(s)	Fail
19	Cogswell Road	19	053	0	breakout	single cesspool	Fail
20	Cogswell Road	19	054	0	lqd. lvl. cesspool/in g.w.	cesspool w/ overflow c.p.	Fail
100	Conomo Point Road	19	057	0	backup/in g.w.	single cesspool	Fail
06	Robbins Island Road	19	059	0	backup/lqd dpth cesspool	single cesspool	Fail
08	Robbins Island Road	19	060	0	backup/lqd dpth cesspool	tank w/ leach trench	Pass
34	Robbins Island Road	19	066	0	in groundwater	tank/dbox/SAS	Fail
34A	Robbins Island Road	19	067	0	lqd dpth cesspool	single cesspool	Fail
42	Robbins Island Road	19	071	0	backup/lqd dpth cesspool/in g.w.	cesspool w/ overflow cesspool	Fail
46	Robbins Island Road	19	073	0	backup/lqd lvl dbox/in g.w.	tank/dbox/SAS	Fail
25	Robbins Island Road	19	078	0	backup/lqd lvl cesspool/in g.w.	single cesspool	Pass
02	Conomo Lane	19	082	0	agreement letter	single cesspool	Fail
08	Conomo Lane	19	084	0	backup/lqd dpth cesspool	single cesspool	Fail
114	Conomo Point Road	19	086	0	backup	tank/leach pit(s)	Fail
115	Conomo Point Road	19	091	0	backup	tank/leach pit(s)	Fail
111	Conomo Point Road	19	092	0	backup/lqd. lvl. cesspool/in g.w.	multiple cesspools	Pass
109	Conomo Point Road	19	093	0	BOH vote; w/in 50' of marsh	single cesspool	Fail
11	Beach Circle	19	095	0	backup/in g.w.	cesspool w/ overflow lch trench	Fail
07	Beach Circle	19	099	0	backup/in g.w.	cesspool w/ overflow cesspool	Pass
05	Beach Circle	19	100	0	lqd depth cesspool	single cesspool	Fail
101	Conomo Point Road	19	102	0	lqd dpth cesspool/in g.w.	single cesspool	Fail
085	Conomo Point Road	19	118	0	BOH vote based on breakout/sampling	single cesspool	Fail
11	Conomo Lane	24	01	0	backup/lqd lvl cesspool/in g.w.	single cesspool	Fail
175	Conomo Point Road	24	07	0	agreement letter	tank/dbox/SAS	Fail
173	Conomo Point Road	24	08	0	backup/dbox lqd. lvl.		Fail
167	Conomo Point Road	24	11	0	see 175 C.P. Road		Fail
153	Conomo Point Road	24	17	0	in g.w.	tank/leach pit(s)	Fail
					in g.w.	single cesspool	Fail

# Appraisal Report - Failed Title 5 Inspections, 1998

#	Street	Map	Lot	Pass==1, Fail==0	Failure Reason	Type of System	Soil Test Results
1/3	Middle Road	24	19	0	backup due to clogging	tank/overflow c.p.	Pass
166	Conomo Point Road	24	21	0	in g.w.	tank/leach pit(s)	Fail
25	Middle Road	24	27	0	backup/in g.w.	tank w/ overflow cesspool	Fail
138	Conomo Point Road	24	37	0	backup/breakout	tank/SAS	Fail

11. DRAWING PROVIDED BY C&E EAST, INC. FROM PHOTOGRAPHS DATED APRIL 8, 2002.  
12. GROUND CONDITION PERFORMED BY NORBET WITTEN GROUP INC.  
13. WETLAND DELINEATED BY NORBET WITTEN GROUP INC. DECEMBER 18, 2008. PLANT  
NOR LEGEND BY F. KUBIENSKI ET AL.  
14. NOISE/CUTTER DATA - HANSEN/STANLEY STATE PLANE COORDINATE SYSTEM  
15. VERTICAL DATUM - MATH 1983  
16. THERE ARE A TOTAL OF 40 INDESTRUCTIBLE IN THE 4 EXISTING STRUCTURES.  
17. THE AREA IS NOT MAPPED AS A PROPERTY (MAYBE 2008 MAPS) BY M.A.T.R.  
18. SURVEY AND ENGINEERING SPECIFIC PROPORTION  
19. NOT A SCALE DRAWING AND APPROXIMATE  
20. PLEASE SEE INFORMATION PROVIDED FROM MAINE GOVT (FEMA CD FLOOD - JULY 1987)  
21. FLOOD PLANE INSURANCE RATE MAY BE AVAILABLE FROM STATE DEPT OF CD DATED  
JULY 2010  
22. ALBERTA POWER CORP. RECORD ADOPTED MAY 1, 2014 FOR RULING CONCERNING POWER EGRESS EXISTING  
23. THERE IS NO RULING IN REGARDS TO THE PROJECT FOR GENERAL HANSEN GROUP INC.

**BLACKBOARD POLYMER REQUESTED**

- 0.01 Application Procedure
  - 0.01.103 Plan and Profile
  - 0.01.105 Cross Section
  - 0.01.107 Self Survey
  - 0.01.109 Orange Calculators
  - 0.01.113 Construction Plan
- 0.02 Reliability Pipe Forming
- 0.02.103 Plan and Profile

### #12, 13 Advanced Drawings

- |        |                              |
|--------|------------------------------|
| 8.53   | Expend Plans and Profiles    |
| 8.53.6 | Profile                      |
| 8.53.6 | Proposed Drawings            |
| 8.53.6 | Drawings Plan                |
| 8.53.7 | Johnson, Johnson and Johnson |

### 8.4 Construction Play Contexts

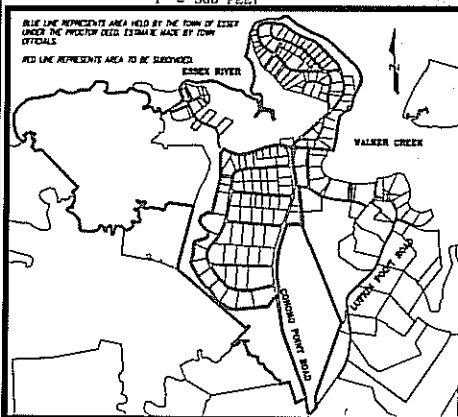
- 7.01 Street and Plots
- 7.02-7.03 Dead-end International
- 7.02-04a Geometric Standards for Streets (U.S.A. & U.K. & Ireland 1U)
- 7.02-04b Minimum
- 7.02-05 Dead-end Streets (U and S)
- 7.02-06 Accessways
- 7.02-07 Street Closures
- 7.02-08 Equipment Area, Paved, Sealing
- 7.02-09 Sewing
- 7.02-10 Material Requirements
- 7.02-11 Other Construction Requirements
- 7.02-12 Street Drainage
- 7.02-13 Street Lighting
- 7.02-14 Protection and Bicycle Circulation Systems
- 7.02-15 Street Trees

**1.43 ~~2005~~**

- 7.23 Ad Suction  
7.24 Jetting  
7.24.1 Flare  
7.24.2 Phase Diagram Systems

## 208126

- Zeit für Drucken**



### LINE TYPE LEGEND

- 
- WETLAND
- TOTAL LINE
- FENCE
- STONE WALL
- RETAINING WALL
- INTERMEDIATE CONTOUR
- 10
- PROPERTY LINE
- FLOOD ZONE

**PLANNING BOARD APPROVAL  
PRELIMINARY SUBDIVISION PLAN**

**ESSEX PLANNING BOARD**

DATE \_\_\_\_\_

Field Survey Provided By:  
Horsley Witten Group, Inc.  
30 Route 6A Southwick, MA  
Phone: (508) 833-6600  
Fax: (508) 833-3190  
Dated: November 2008

Prepared For:  
TOWN OF ESSEX  
30 MARTIN STREET  
ESSEX, MA 01929

CONDOM POINT  
SOUTH OF ROBBINS ISLAND ROAD  
ESSEX, MA

**Horsley Witten Group, Inc.**  
Sustainable Environmental Solutions  
[www.horsleywitten.com](http://www.horsleywitten.com)  
PO Box 64  
Sandwich, MA 02563  
508-433-8888 voice  
508-433-2120 fax

## Revisions

Revisions


**McGraw-Hill**

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (n = 10) and the experimental group (n = 10). The control group received a placebo (P) and the experimental group received a 10% solution of the active ingredient (A). The subjects were divided into two groups: the control group (n = 10) and the experimental group (n = 10). The control group received a placebo (P) and the experimental group received a 10% solution of the active ingredient (A). The subjects were divided into two groups: the control group (n = 10) and the experimental group (n = 10). The control group received a placebo (P) and the experimental group received a 10% solution of the active ingredient (A).

1. The first part of the document is a header section containing the following information:
 

- 1.1. The name of the institution: "The University of the South Pacific" (USP).
- 1.2. The name of the faculty: "Faculty of Education" (FE).
- 1.3. The name of the department: "Department of Education Studies" (DES).
- 1.4. The name of the program: "Bachelor of Education" (BEd).
- 1.5. The name of the course: "Education Studies" (ES).
- 1.6. The name of the module: "Education Studies" (ES).
- 1.7. The name of the lecturer: "Mr. [Name]".
- 1.8. The name of the student: "Mr. [Name]".
- 1.9. The name of the tutor: "Mr. [Name]".
- 1.10. The name of the assessor: "Mr. [Name]".
- 1.11. The name of the marker: "Mr. [Name]".
- 1.12. The name of the reviewer: "Mr. [Name]".
- 1.13. The name of the supervisor: "Mr. [Name]".
- 1.14. The name of the coordinator: "Mr. [Name]".
- 1.15. The name of the director: "Mr. [Name]".
- 1.16. The name of the vice-chancellor: "Mr. [Name]".
- 1.17. The name of the president: "Mr. [Name]".
- 1.18. The name of the chairman: "Mr. [Name]".
- 1.19. The name of the member: "Mr. [Name]".
- 1.20. The name of the secretary: "Mr. [Name]".
- 1.21. The name of the treasurer: "Mr. [Name]".
- 1.22. The name of the auditor: "Mr. [Name]".
- 1.23. The name of the clerk: "Mr. [Name]".
- 1.24. The name of the stenographer: "Mr. [Name]".
- 1.25. The name of the typist: "Mr. [Name]".
- 1.26. The name of the printer: "Mr. [Name]".
- 1.27. The name of the publisher: "Mr. [Name]".
- 1.28. The name of the distributor: "Mr. [Name]".
- 1.29. The name of the agent: "Mr. [Name]".
- 1.30. The name of the broker: "Mr. [Name]".
- 1.31. The name of the dealer: "Mr. [Name]".
- 1.32. The name of the merchant: "Mr. [Name]".
- 1.33. The name of the trader: "Mr. [Name]".
- 1.34. The name of the vendor: "Mr. [Name]".
- 1.35. The name of the supplier: "Mr. [Name]".
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- 1.97. The name of the provider: "Mr. [Name]".
- 1.98. The name of the provider: "Mr. [Name]".
- 1.99. The name of the provider: "Mr. [Name]".
- 1.100. The name of the provider: "Mr. [Name]".

**PRELIMINARY SUBDIVISION PLAN**



## Appendix D: Southern Zoning District

### 6-11 Southern Conomo Point Zoning District.

**6-11.1. Purpose:** The purpose of the Southern Conomo Point Zoning District ("SCPZD") is to facilitate the subdivision of the previously developed area south of Robbins Island Road while minimizing disruption to the existing historical building configuration.

**6-11.2. Establishment:** The SCPZD is a zoning district shown on the Town's Zoning Map (see Exhibit 1) and is subject to all provisions of Chapter VI of the Essex bylaws except as specifically defined below. Based on the existing land use patterns within the SCPZD, the SCPZD consists of two sub-districts as follows (see Table of Dimensional Regulations following at Section 6-11.6(E)):

A. Single Family Sub-District

B. Seasonal Cottage Sub-District

**6-11.3. Definitions:** In addition to the definitions set forth in Section 6-2.2 of the Zoning By-Law, the following definitions shall apply only in the SCPZD:

**Seasonal Cottage** – A detached residential dwelling unit, other than a mobile home, of 1½ stories or fewer and 1,800 square feet or under, to be used for seasonal occupancy only between April 15 and October 15 of any given year.

**Floor Area, Gross** – The area of all floors located within the principal structure enclosed within exterior walls, including the thickness of the walls. Unfinished or finished storage areas, attics, or basements more than 50% above the ground, shall be included as floor area.

**Floor Area Ratio (FAR)** – The ratio of the Gross Floor Area of all principal structures on a lot divided by the lot area. (Example: 3,000 SF Gross Floor Area / 30,000 SF lot area = FAR .1)

**Lot Building Coverage** – The percentage of the lot area covered by the area of all principal and accessory buildings or structures with roofs. (Example: 2,000 SF roof area / 30,000 SF lot area = 6.67% Lot Building Coverage)

**Impervious Surface Coverage** – The percentage of the lot area covered by impervious surface. (Example: 1,200 SF impervious surface / 6,000 SF lot area = 20% Impervious Surface Coverage)

### 6-11.4. Permitted Principal Uses:

A. Single Family Sub-District – Single Family Dwellings are permitted as of right and may be used year-round.

B. Seasonal Cottage Sub-District – Seasonal Cottages are permitted as of right, but use and occupancy shall be limited to seasonal use only between April 15 and October 15 of any given year.

### 6-11.5. Permitted Accessory Structures and Uses:

A. Accessory Buildings or Structures – Accessory Buildings or Structures are permitted as of right in both sub-districts, subject to the following limitations:

- a maximum of two Accessory Buildings and/or Structures per lot;

- total gross floor area of all Accessory Buildings and/or Structures on each lot shall not be greater than 576 SF;
- Maximum permitted height of 15 feet.
- Minimum side or rear yard setback of 5 feet.

B. Home Occupations – Home Occupations are permitted as of right in both sub-districts, subject to the following additional limitations:

- No more than one employee who does not reside in the building or structure;
- No more than one commercial vehicle shall be parked on the property;
- No external display or sale of goods or services shall be permitted.

#### **6-11.6. Dimensional and Density Regulations:**

A. General Requirement: Except as provided under Section 6-11.5.A., all lots, new construction and reconstruction of or additions, alterations or extensions to any principal or accessory buildings or structures shall comply with the dimensional regulations listed in Table 1 at Section 6-11.6(E).

B. Exceptions: This Section contemplates that new lots will be created through a subdivision to accommodate the principal and accessory buildings or structures in the SCPZD existing at the time of adoption of this Section. The following exceptions to the dimensional regulations in Table 1 at Section 6-11.6(E) shall apply within the SCPZD:

1. East of Conomo Point Road - New lots approximating the currently shown lease areas may be created on the eastern side of Conomo Point Road within the SCPZD (currently identified as Assessor's Map 19, Lots 116, 117 and 118) to accommodate the existing buildings and structures, provided that (a) such lots shall have a minimum lot area of 3,500 square feet and a minimum frontage of 80 feet, and (b) the existing buildings and structures on such lots shall have minimum front yard and side yard setbacks of 5 feet, and a minimum rear yard setback of 1 foot.
2. West of Conomo Point Road - New lots complying with the lot area and frontage requirements in Table 1 at Section 6-11.6(E) may be created within the areas of the SCPZD west of Conomo Point Road to accommodate the existing buildings and structures, even if the new lot lines render the existing buildings or structures nonconforming.

C. Regulation of Nonconforming Lots and Structures: All newly-created nonconforming lots created pursuant to this Section and all existing buildings and structures rendered nonconforming as a result of the newly-created lots created pursuant to this Section are hereby deemed to be lawful nonconforming lots and lawfully existing nonconforming buildings or structures. Future reconstruction, alterations, extensions and/or additions to such nonconforming lots and buildings/structures are subject to the following:

1. As-of-Right Changes: Any reconstruction, alteration, extension or addition to any existing nonconforming building or structure that conforms to the dimensional requirements listed in Table 1 at Section 6-11.6(E) and does not increase any existing nonconformity shall be permitted as-of-right, except as provided in subsection 2(b) below concerning nonconforming lots created on the eastern side of Conomo Point Road.
2. Variance Changes:
  - (a) Any reconstruction, alteration, extension or addition to an existing nonconforming building or structure that does not conform to the dimensional requirements listed in Table 1 at Section 6-11.6(E) or increases any nonconformity shall require a variance from the Board of Appeals.

(b) Any reconstruction, alteration, extension or addition to a building or structure on a nonconforming lot created on the eastern side of Conomo Point Road pursuant to 6-11.6(B)(1) shall require a variance from the Board of Appeals.

D. Merger: Within the SCPZD, adjoining lots that are held in common ownership shall retain their status as separate lots, and shall not be deemed to have merged into a single lot for purposes of zoning solely on the basis of such common ownership.

E. Table of Dimensional Regulations:

**Table 1 – Dimensional Regulations – Permitted As-of-Right:**

<b>Sub-District</b>		<b>A</b>	<b>B</b>
<b>Dimensional Controls</b>		<b>Single Family Sub-District</b>	<b>Seasonal Cottage Sub-District</b>
1	Minimum Lot Size in square feet	30,000	6,000
2	Minimum Frontage in feet	100	60
3	Minimum Front Yard Setback in feet	25	15
4	Minimum Side Yard Setback in feet	25	10
5	Minimum Rear Yard Setback in feet	25	25
6	Maximum Height in feet	20	15
7	Maximum Floor Area Ratio	.1	.2
8	Maximum Lot Building Coverage (%)	5%	15%
9	Maximum Impervious Surface Coverage (%)	10%	20%
10	Maximum Number of Stories	2	1.5

## Appendix E: Current Zoning in the Northern Area

(Note – Town will seek amend zoning similar to South)

### 6-3.1 General.

Residential, business, motel and hotel, and industrial land uses shall be permitted provided that they conform to the requirements for the use contemplated as hereafter specified for each use.

### 6-3.2 Dimensional Requirements

#### 6-3.2.1 Table of Dimensional Requirements

Principal Buildings	Residential, Single and Two Family	Residential, Multi-Family	Business	Motel and Hotel	Industrial, Class A	Industrial, Class B
Minimum Lot Area (sq. ft.)	40,000 (Notes a,b)	60,000 (3 units) 90,000 (4+ units) (Note d)	40,000 (Note a)	90,000	90,000	40,000 (Note a)
Minimum Lot Frontage (feet) (Note e)	150	300	150	200	300	150
Minimum Lot Width (feet)	150	-	-	-	-	125
Minimum Lot Depth (feet)	100	-	100	-	-	100
Minimum Front Yard, All Buildings	25	100	25	100	100 (Note c)	25 (Note c)
Minimum Side Yard	20	100	20	50	100 (Note c)	20 (Note c)
Minimum Rear Yard	30	100	50	100	100	30
Maximum Building Height (stories/feet)	2 ½ stories 35 feet	2 ½ stories 35 feet	2 ½ stories 35 feet	2 ½ stories 35 feet	35 feet	2 ½ stories 35 feet
Maximum Lot Coverage	25%	50% (Note f)	25%	-	33%	25%
<b>Accessory Buildings</b>						
Minimum Front Yard	25				25	
Minimum Side Yard	10				10	
Minimum Rear Yard	10	50			10	
Maximum Building Height	2 ½ stories 25 feet	1 story 15 feet		1 story 15 feet	2 ½ stories 25 feet	
Minimum Distance between Buildings		20		20		

### **6-3.2.2 Notes for Table of Dimensional Requirements**

- a. Lot area for land on street in existence on June 7, 1972, minimum 30,000 square feet.
- b. 40,000 square foot minimum per dwelling unit in the Water Resource Protection District.
- c. Any non-residential project comprised of buildings which in the aggregate occupy any area greater than 10,000 square feet shall meet the following: Front yard 50 feet, Side Yard 30 feet.
- d. Minimum land area per bedroom, 5,000 square feet. Maximum 8 bedrooms per building.
- e. Reasonable capability for adequate access to principal building is required over frontage.
- f. Maximum lot coverage for buildings and paved surfaces.

### **6-3.3 Additional Use Requirements**

#### **6-3.3.1 Residential Land Uses, Single Family.**

- a. Accessory Building. Accessory buildings may be used for any purpose other than human habitation.
- b. Location of Parking. All parking for the above use shall be a minimum of 30 feet from the street.

## Appendix G: Sample Bridge Lease

### DRAFT – Subject to Change

*This is a tentative draft bridge lease for illustrative purposes only, not to be construed as an offer of final terms to any group, party, or individual, and subject to revision by the Board of Selectmen.*

### BRIDGE LEASE

This BRIDGE LEASE is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Town of Essex, a municipal corporation within the County of Essex, Commonwealth of Massachusetts, acting by and through its Conomo Point Commissioners, hereinafter call the Lessor or Town, and [First Name Last Name] of [Primary Address], hereinafter called the Lessee or Tenant.

### RECITALS

WHEREAS, the Town of Essex is the owner of real property commonly known as “Conomo Point”, which the Town has informally divided into lots for lease to private individuals for residential dwelling purposes.

WHEREAS, the Town may desire to sell or enter into a future long-term lease for the portion of said property subject to this Bridge Lease, but such sale or new long-term lease is contingent upon the happening of a number of events beyond the control of the Town or the Lessee.

WHEREAS, the Lessee is willing to purchase or enter into a new long-term lease for the portion of the property subject to this Bridge Lease if offered the opportunity to do so.

WHEREAS, the parties recognize that the process leading to sale or new long-term lease can be lengthy and the parties further recognize that, given the Lessee’s intent to purchase or enter into a new long-term lease for the property, it will be beneficial to the Lessor, the Lessee and the general public if the parties execute a short-term “Bridge Lease” to allow occupancy of the Premises until a final disposition can be achieved.

NOW THEREFORE, the parties enter into this short-term lease, which shall be referred-to as the “Bridge Lease” to establish the terms of the Lessee’s use and occupancy of the property until such time as it is sold or long-term leased or a final decision is made not to sell or long-term lease the property.

### TERMS

#### ARTICLE I: PARTIES

1. The Town of Essex, acting by and through the Conomo Point Commissioners, with a business address of 30 Martin Street, Essex, MA, is the LESSOR.
2. [NAMES], with a residential address of [ADDRESS], is the LESSEE.

#### ARTICLE II: DESCRIPTION OF THE PREMISES

1. The PREMISES shall consist of a certain lot of land situated in the Town of Essex at Conomo Point (including Robbins Island) so-called, said lot being numbered – on the following plan of land: map number – accepted by the

Town and filed in the Town Hall of the Town of Essex as said plans have been or may be modified by the Board of Selectmen acting in its capacity as the Conomo Point Commissioners.

2. For purposes of this Bridge Lease only, the term "Premises" shall include all buildings, structures and improvements located on the land described above that are in existence on the date of execution of this Bridge Lease and that may thereafter be added in accordance with the terms hereof. The parties acknowledge that there is a disagreement as to who should own such buildings, structures and improvements pursuant to the prior lease between the parties, and by entering into this Bridge Lease, neither Lessor nor Lessee acknowledges the other's claim of ownership of such buildings, structures and improvements, and both parties expressly reserve whatever rights they may have to claim ownership of such buildings, structures and improvements upon termination or expiration of this Bridge Lease. **Note – this provision will only be in if leased to a current tenant.**

3. The Lessee is familiar with the condition of the Premises, and acknowledges that it has inspected the Premises and is fully satisfied with the physical condition thereof and agrees to accept possession of the Premises under this Bridge Lease in its "as is" condition.

#### ARTICLE III: TERM

1. The TERM of this Bridge Lease is for one year, unless terminated sooner as provided herein, commencing on January 1, 2012 and ending on December 31, 2012.

2. This Bridge Lease may be extended, at the Town's sole option, by a majority vote of the Conomo Point Commissioners, for such additional period as is necessary to carry-out the purposes of this Bridge Lease, as long as the total length of the Bridge Lease, including any extensions, is five years or less.

#### ARTICLE IV: RENT AND TAXES

1. Lessee shall pay to the Lessor rent in the amount of [amount] for the initial one year term of this Bridge Lease.

2. The amount of rent of any extensions hereof shall be adjusted to reflect changes in the Consumer Price Index ("CPI") for the City of Boston, published each February by the Bureau of Labor Statistics of the United States Department of Labor or by two percent (2%), whichever is higher. At the end of the Bridge Lease term, the amount of rent for any following extension term shall be increased by the percentage change in the published CPI index from January of the preceding year to January of the current year or by two percent (2%), whichever is higher. Each time an adjustment is made, the earlier base figure will be replaced by the adjusted base figure for the purpose of calculating subsequent rent figures.

3. Lessor shall issue a rent bill to Lessee on or before the first day of March in each term year. Lessee promises to pay said rent bill on or before the first day or April in each term year to the Treasurer of the Town of Essex. In the event Lessor issues the rent bill after March 1 of the term year, Lessee agrees to pay said bill within thirty days of issuance. If Lessee fails to make its rent payment when due, Lessee agrees to pay interest at a rate of two percent per month assessed against the amount of the rent.

4. Lessor and Lessee acknowledge and agree that this is an absolute triple net lease, and Lessee shall have the sole responsibility with regard to maintaining the Premises. All payments of Rent shall be absolutely net to Lessor so that this Lease shall yield to Lessor the Rent herein specified during the term of this Lease free of any taxes, assessments, charges, impositions or deductions of any kind charged, assessed or imposed on or against the Premises. Lessor shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder except as herein expressly set forth. All costs, expenses and obligations of any kind relating to the maintenance of the Premises, including without limitation, all alterations, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the term hereof, shall be paid by Lessee at Lessee's sole cost and expense.

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5. Lessee agrees to pay all taxes assessed upon the Premises during the term of this Bridge Lease at 100% of the assessed value of the Premises.

#### ARTICLE V: OPTION TO PURCHASE OR LONG-TERM LEASE

1. During the term of the Bridge Lease, or any extensions hereof, the Lessee may be offered an option to purchase or long-term lease. The ability of the Conomo Point Commissioners to offer this option are contingent upon the happening of a number of events beyond the control of the parties, including but not limited to the Essex Town Meeting authorization of a sale or long-term lease of the Premises, passage of an amendment to Chapter 17 of the Acts of 2011 or a new special act of the Legislature authorizing the Town to sell or long-term lease the Premises without having to comply with Chapter 30B of the Massachusetts General Laws, as well as the adoption of a Bylaw by the Essex Town Meeting establishing a procurement procedure for such sale or long-term lease. This Article shall be null and void should any of these contingencies fail.

2. If the contingencies set forth in paragraph 1 above are realized, at some point during the term of this Bridge Lease or any extensions hereof, the Conomo Point Commissioners, in their judgment and discretion and acting in the best interests of the Town may, but need not, provide the Lessee with a written option to purchase or long-term lease the Premises, prior to said Premises being offered for sale or long-term lease to the general public. Said option, if any, shall be upon such terms and conditions as the Conomo Point Commissioners deem in the best interests of the Town, including the term of the said "long-term" lease. It is expressly acknowledged by the Lessee that this Article conveys no rights upon the Lessee and that the decision as to whether or not to offer an option to purchase or long-term lease is solely within the judgment and discretion of the Commissioners, who can decide, without any cause, not to offer the Premises for sale or long-term lease and/or not to offer the Lessee the option described herein.

3. Within sixty days of receipt of a written option to purchase or long-term lease, if any, Lessee may accept the Town's offer, in writing and said acceptance shall be accompanied by a certified, bank or cashiers check in the amount of \$5,000. Said sum shall be a deposit towards the purchase price or rent of the Premises upon termination or expiration of this Bridge Lease and is non-refundable. If said written acceptance and deposit are not received by the Board of Selectmen within the time frame set forth herein, the option shall be deemed rejected and the Lessor can terminate this Bridge Lease in accordance with Article XIII hereof.

4. The provisions of this Article shall not survive expiration or termination of this Bridge Lease.

#### ARTICLE VI: USE OF THE PREMISES

1. Lessee acknowledges and covenants that the Premises shall be used exclusively for residential purposes, except that Home Occupations shall be permitted subject to the following conditions: (a) no more than one employee who does not reside in the building or structure; (b) no more than one commercial vehicle shall be parked on or in front of the property; and (c) no external display or sale of goods shall be permitted.

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2. The Premises shall be occupied only during the period of time that public water supply is available to the Premises, which the parties acknowledge is generally April 15 through October 15 of any calendar year in which this Bridge Lease is in effect. The parties further acknowledge that the Premises may be occupied for a shorter period of time that the Town of Essex D.P.W. determines that water will be provided to the Premises, as set forth in section 2 of Article VII of this Bridge Lease.

**This provision will be modified for certain lots authorized for year round use, but that are not within the single-family zoning sub-district. It is my understanding that the Town intends to phase out year-round use for these properties. Therefore, the following alternative language will be used:**

2. The Premises may be occupied on a year-round basis, provided that the Lessee shall ensure that the Premises are supplied with a potable source of water during the portion of the year that the Town does not provide public water supply and provided further that the Lessee has or obtains a written certification from the Town of Essex Board of Health that the Premises comply with the laws, regulations and standards governing dwellings for human habitation in the Town of Essex. The authority to use the Premises on a year-round basis is granted to the undersigned Lessee(s) only and such year-round privilege is non-transferable under any circumstance, including the death of the undersigned Lessee(s). Such year-round privilege shall be extinguished if this Bridge Lease is assigned to any third-party, including but not limited to family members. Such year-round privilege shall not be extinguished in the event that the Lessee sublets the Premises in accordance with Article VIII hereof, provided, however, that the subletting shall only be permitted during the period of April 1 to November 1 of each lease term year.

2a. If the year-round privilege is extinguished for any reason, the Premises shall be occupied only during the period of time that public water supply is available to the Premises, which the parties acknowledge is generally April 15 through October 15 of any calendar year in which this Bridge Lease, including any extensions thereof, is in effect. The parties further acknowledge that the Premises may be occupied for any such longer or shorter period of time that the Town of Essex D.P.W. determines that water will be provided to the Premises, as set forth in section 2 of Article VII of this Bridge Lease, provided, however, that the Premises shall not be occupied at any time prior to April 1 or after November 1 of any calendar year in which this Bridge Lease, including any extensions thereof, is in effect.

**This provision will be further modified for properties within the single family the single-family zoning sub-district, where year-round use will not be phased out, even if the property is eventually sold or transferred to a third-party. Therefore, the following alternative language will be used:**

2. The Premises may be occupied on a year-round basis, provided that the Lessee shall ensure that the Premises are supplied with a potable source of water during the portion of the year that the Town does not provide public water supply and provided further that the Lessee has or obtains a written certification from the Town of Essex Board of Health that the Premises comply with the laws, regulations and standards governing dwellings for human habitation in the Town of Essex.

3. Neither the Lessee nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the Premises, nor commit or permit any nuisance to exist thereon, nor create any substantial interference with the rights, comfort, safety or enjoyment of other occupants of Conomo Point and vicinity.

4. Lessee agrees to comply with such relocation and adjustment of lot lines as may be determined by the Conomo Point Commissioners and/or the Essex Town Meeting, and with such reasonable regulations as may from time to time be made by the Conomo Point Commissioners concerning the planting of trees and shrubs and the maintenance of gardens on the Premises.

5. In the event that there is any fence or other structure or any septic system or drainage arrangement or any other condition upon the Premises that the Conomo Point Commissioners, after a hearing, deem to interfere with the enjoyment and use of an adjoining lot, the Lessee agrees to forthwith remove the same upon written order of the

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Conomo Point Commissioners or to make such changes or alterations as may be ordered by the Conomo Point Commissioners.

6. Lessee shall keep the Premises in a clean condition. Lessee shall not permit the Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste of the Premises.

7. Lessee shall be solely responsible, throughout the term of this Bridge Lease and so long thereafter as Lessee is in occupancy of the Premises, for maintaining the Premises in good order and condition, at its sole cost and expense. If Lessee shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Lessee pursuant to the terms hereof, within thirty (30) days after notice by Lessor (or without notice in any emergency, immediately threatening life or property), Lessor shall have the right (but shall not be obligated) to make such repairs or perform maintenance work or any other work required of Lessee pursuant to this Bridge Lease and charge the reasonable cost thereof to Lessee as additional rent.

8. The Lessee agrees to permit the Lessor to enter upon and to view the Premises at such reasonable times upon 24 hours notice or in case of emergency.

#### ARTICLE VII: UTILITIES

1. Lessor shall not be responsible for providing utilities for the Premises or for the general maintenance of the Premises. Lessee shall contract directly with applicable providers for all utility services, and pay the bills therefor promptly upon receipt of the same. Lessee shall, if requested by Lessor, provide Lessor with evidence of payment of utilities. If Lessee fails to pay the same when due, Lessee shall have the right, but not the obligation, to pay the same, and to charge Lessee the costs thereof, which shall be paid promptly by Lessee upon demand. Lessor shall have the same remedies as to nonpayment of utility charges as it has for nonpayment of Rent.

2. It is understood by the parties that public water supply is available to Conomo Point and vicinity between April 15 and October 15 of each calendar year. The parties acknowledge that all decisions relating to the furnishing of water shall be subject to the jurisdiction of the Department of Public Works of the Town of Essex ("D.P.W."). Nothing in this Bridge Lease shall be construed to prohibit the D.P.W. in its discretion from determining that water is to be provided to Conomo Point for a shorter period of time than stated in this Bridge Lease. Lessee promises to pay charges for water in accordance with the requirements of the D.P.W.

4. Between July 15, 2012 and September 1, 2012, Lessee, at his/her sole cost and expense, shall have the septic system serving the Premises inspected by a licensed septic system inspector, and shall provide the Board of Health with an inspection report by September 15, 2012. In lieu of inspection, Lessee may provide the Board of Health with an agreement to upgrade on a form provided by said Board. If the septic system serving the Premises was previously determined to be in failure or if an Agreement to Upgrade is already on file with the Board of Health, Lessee shall be exempt from this requirement.

6. Lessee shall comply with all orders of the Board of Health relative to use and occupancy of the Premises and in particular, the septic system serving the Premises.

#### ARTICLE VIII: ASSIGNMENT AND SUBLETTING

1. Lessee may assign this Lease, including the balance of the remaining term to any third-party upon written notification and approval of the Conomo Point Commissioners, which approval shall not be unreasonably withheld or delayed. No such assignment shall be permitted after the Lessee has accepted the Town's written option to purchase or long-term lease as set forth in Article V hereof, unless the assignee agrees in writing to be bound by the Lessee's acceptance of the Town's option.

2. The Premises may be sublet upon written notification and approval of the Conomo Point Commissioners which  
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approval shall not be unreasonably withheld or delayed. Lessee agrees that the Lessor shall not be considered a party to any such subletting arrangement and the Lessee shall be responsible for ensuring compliance with all provisions of this Bridge Lease. Anyone occupying the premises as a subtenant of the Lessee shall obtain no rights under Article V of this Bridge Lease.

#### ARTICLE IX: IMPROVEMENTS

1. Lessee shall not construct any permanent or temporary subsurface or surface structures or other improvements on the Premises unless Lessee has obtained prior written permission of the Conomo Point Commissioners, which may be withheld in the Commissioners sole and absolute discretion. All such allowed or required alterations or additions shall be at Lessee's expense, and the granting of permission shall not be construed as a statement by the Town that the Lessee is the owner of the building or improvements upon the Premises.
2. All structural improvements and additions made by Lessee shall be the exclusive property of the Lessor, and all nonstructural alterations and additions shall be the exclusive property of Lessee. Lessee may at any time, at its sole option, remove any such nonstructural alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.
3. Lessee shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Lessor from all injury, loss or damage to any person or property occasioned by such work. Lessee shall at all times comply with, to the extent the same are applicable, plans and specifications (which shall be prepared by and at the expense of Lessee and approved by Lessor prior to beginning any work). Lessee agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Lessor and agrees to submit certificates evidencing such coverage to Lessor prior to the commencement of and during the continuance of such work.

#### ARTICLE X: INDEMNIFICATION: RELEASE

1. Lessee shall, during the term of the Lease, assume and maintain exclusive control of the Premises and, to the maximum extent this Lease may be made effective according to law, Lessee agrees to defend, indemnify and save harmless Lessor from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Lessee, Lessee's contractors, licensees, agents, servants, employees, customers, and invitees, or anyone claiming by, through or under Lessee, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after the date that Lessee occupies the Premises and for so long as Lessee or any occupant claiming under Lessee is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Lessee or Lessee's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Lessee.
2. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Lessor or counsel selected by an insurance company which has accepted liability for any such claim.
3. To the maximum extent this Lease may be made effective according to law, Lessee agrees to use and occupy the Premises at Lessee's own risk, and Lessor shall have no responsibility or liability for any injury, loss or damage to Lessee or any other person claiming by, through or under Lessee, or to the fixtures or other personal property of

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Lessee or any person claiming by, through or under Lessee.

4. The provisions of this Article X shall survive the expiration or termination of the Lease.

#### ARTICLE XI: TERMINATION FOR DEFAULT BY LESSEE

1. If Lessee shall fail to comply with any lawful Term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, including but not limited-to Lessee's failure to pay rent or taxes as required herein, or if a petition in bankruptcy has been filed by or against Lessee or if Lessee shall be adjudicated bankrupt or insolvent according to law or if any assignment of Lessee's property shall be made for the benefit of creditor, or if the Premises appear to be abandoned, then, and in any of the said cases and notwithstanding any license or waiver of any prior brief of any of the said terms, conditions, covenants, obligations, or agreements, the Lessor without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this Lease by:

- a. a seven (7) day written notice to Lessee to vacate the Premises in case of any breach except only for non-payment of rent, or
- b. a fourteen (14) day written notice to Lessee to vacate the Premises upon the neglect or refusal of Lessee to pay the rent as herein provided.

Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

2. Lessee covenants that in case of any termination of this Lease, by reason of the default of Lessee, then:

a. Lessee will forthwith pay to Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the Term or any extension or renewal thereof exceed the fair rental value of said Premises for the remainder of the Term or any extension or renewal thereof; and

c. Lessee covenants that he will furthermore indemnify Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, Lessee. Lessor's damages hereunder shall include, but shall not be limited to, any loss of rents, accrued but unpaid prior to termination; reasonable broker's commission for the re-letting of the Premises; advertising costs; the reasonable cost incurred in cleaning and repainting the Premises in order to re-let the same and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.

d. At the option of Lessor, however, Lessor's cause of action under this Section shall accrue when a new tenancy or lease Term first commences subsequent to a termination under this Lease, in which event Lessor's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date.

3. In the event of default by Lessee, Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

#### ARTICLE XII: TERMINATION FOR CONVENIENCE

1. The parties acknowledge that the Lessor may terminate this Bridge Lease upon the happening of any event or events that affect the long-term disposition of the Premises, including but not limited-to the success or failure of the Conomo Point Commissioners to obtain the approvals necessary to effectuate the sale or long-term lease of the Premises.

2. The Lessor shall give Lessee a sixty (60) day written notice to vacate the Premises in case of any termination

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pursuant to this Article.

#### ARTICLE XIII: SURRENDER

1. Upon the termination (as set forth in Articles XII and XIII above) or expiration of the term of this Bridge Lease, Lessee shall remove all personal property from the Premises and shall deliver up the Premises in as good order and condition as the same were in at the commencement of the term, reasonable and ordinary wear and tear, damages by fire and other unavoidable casualty only excepted.
2. Lessee will vacate the Premises at the end of the Term, and neither the Lessee nor anyone claiming under him shall remain in possession of the Premises or any part thereof after expiration of the term hereof. Lessee agrees that any person remaining in possession of the Premises or any part thereof after the expiration of the term hereof shall be deemed a tenant at sufferance, and if legal proceedings are required to remove such person from the Premises, Lessee hereby agrees to pay any and all attorneys' fees, costs and expenses incurred by Lessor in connection with such removal.

#### ARTICLE XIV: MISCELLANEOUS

1. Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in the first paragraph of this Bridge Lease, or at such other addresses as the parties may from time to time designate by written notice to the other party.
2. This Bridge Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof, and the parties acknowledge that the prior lease entered into between the Lessor and Lessee expired by its terms and that any and all rights arising thereunder have been extinguished.
3. If any provision of this Bridge Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Bridge Lease shall be enforced to the fullest extent permitted by law.
4. This Bridge Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Bridge Lease.
5. No mention in this Bridge Lease of any specific right or remedy shall preclude Lessor or Lessee from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.
6. No official, employee or consultant of the Town of Essex shall be personally liable to Lessee or any partner thereof, or any successor in interest or person claiming through or under Lessee or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Bridge Lease or any amendment or extension entered into pursuant hereto.
7. This Bridge Lease may be modified only by a further writing that is duly executed by both parties.

*DRAFT – Subject to Change*