



Mead, Talerman & Costa, LLC
Attorneys at Law

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December 20, 2017

By Hand

Sarah White, Chair
Historic Commission
City of Newburyport
City Hall
60 Pleasant Street
Newburyport, Massachusetts 01950

RE: Request for Comments for Downtown Overlay District Special Permit 102-104 High Street¹, Newburyport, MA (the “Tenney-Noyes House”, or the “House” or “Property”); Assessor’s Map: 14 Lot 50.

Dear Chair and Members of the Commission;

Reference is made to the above-captioned matter. In that connection, this firm represents the 102-104 High Street LLC (the “Petitioner”), relative to the rehabilitation of the structure on the Property. The Property currently includes a six-unit structure with accompanying parking. The Property is 11,427 square feet with 83.58 feet of frontage on High Street. The Property is located in the R-3 Downtown Overlay District.

The Property is listed as contributory on the Historic Register in the City and it was built in or around 1806 - 1822 by Samuel Tenney and John M. Noyes. The Petitioner, as part of the rehabilitation efforts proposes to remove the more recently added pressure treated exterior egresses on the east and west elevations and replace them with something more appropriate and less obtrusive than the existing fire escapes. Additionally, the Petitioner proposes to remove the more recently added decking in the rear, replace it with a portico and remove a window on the ground level of the rear and replace it with a door to assist in fire safety access to the structure. Finally, the Petitioner proposes to remove the more recently added balustrade over the front portico and replace it with a wood balustrade more in keeping with the same balustrade as noted in the attached historic photograph. While pursuant to section XXVII-F(5)(d) of the Newburyport Zoning Ordinance (“NZO”) the replacement of windows, alone, would not require a Special Permit, where it is accompanied by other alteration it is part of this application. The Petitioner will be replacing all of the

¹ The House would appear to have been previously numbered 96-98 High Street, and known as the “Brewster-Coffin House”. See excerpt at Exhibit A, from Albert Hale, Old Newburyport Houses, Boston, 1912

Millis Office
730 Main Street, Suite 1F
Millis, MA 02054
Phone 508.376.8400

windows in the same openings.

The Petitioner is requesting the Historic Commission provide its comments pursuant to section XXVII-F(4)(d) of the NZO to the Planning Board concerning the proposed alterations as noted above.

The proposed alterations serve two purposes: As to the removal of the pressure treated fire escapes and the removal of the more recently added balustrade – to replace those items with less jarring and more appropriate apparatus. The fire escapes to be designed so as not to take away so significantly from the side elevations and the replacement of the balustrade with a more historically appropriate balustrade. As to the removal of the rear decking and fire escape and replacement with a portico with the change of a window with a door, to remove the more jarring fire escape system and replace it with a means of egress which is softer and less jarring to the rear exterior elevation. Finally, the replacement of the windows in the same openings will provide greater energy efficiency for the structure while retaining the historic exterior appearance of the house. Great care has been taken to be sympathetic to the architecture while still providing the necessary life safety egresses. Indeed, the Petitioner asserts that the changes tend to reveal the architecture which is hidden by the current fire escape system. No other changes are being proposed to the structure.

A full title exam for the Property was performed for the period of April 13, 1962 to February 17, 2017, and is attached hereto as Exhibit B. Ownership was traced back further through a simple chain of title from 1962 back to 1806 and is attached hereto as Exhibit C. The most current Massachusetts Historical Commission Form B is dated August 11, 1980, and is attached hereto as Exhibit D.

Form B provides that the House was built by Samuel Tenney and John M. Noyes in or about 1807. Our research indicates that Noyes bought the property in 1806, and sold it to Tenney in 1822. The first mention of the House is in 1822, in a deed to Hector Coffin. Irrespective of the precise date of construction, having been built sometime between 1806 and 1822, the architectural style of the House is that which was popular during the so-called Federal period (1780-1830). The House was noted by American architect John Mead Howells as “a perfect architectural expression of a double house.”²

Hector Coffin owned one side of the house during the mid-1800s. Hector Coffin was a Captain in the Sea Fencibles, a member of the Marine Society of Newburyport, and commander of the brig *Huntress*, the ship *Ontario*, and the ship *Franklin*³. From 1855 until 1872, one side of the House was used as the parsonage for the First Presbyterian Society of Newburyport⁴. From 1846 to 1886, the other side was owned by Moses Davenport of Wolfe Tavern fame.

The southern side of the house, No. 102, was owned by Charles Tillinghast James between 1839 and 1846. Known as “America’s leading prophet of the steam mill,” James was an engineer and after leaving Newburyport, served as a U.S. Senator from Rhode Island from 1851 to 1857⁵. Residents over the years include Norman C. Greenough, watch and chronometer maker⁶, and Edward F. Coffin, co-partner in the comb manufacturing firm Carr, Brown, & Co⁷.

² J. M. Howells, *The Architectural Heritage of the Merrimack*, New York, 1941

³ History of the Marine Society, Newburyport, MA

⁴ Page 7, Exhibit B, Deed from Philip Johnson to Benjamin Harrod

⁵ Stephan Thernstrom, *Poverty and Progress: Social Mobility in a Nineteenth-Century City*. Cambridge, Mass.: Harvard Univ. Press, 1964


⁶ Newburyport, Massachusetts, City Directory, 1860

⁷ Newburyport, Massachusetts, City Directory, 1884

Naturally, this fine example of Federalist architecture is noted as contributory to Newburyport's Historic District. As detailed in the enclosed Form B, the House is three stories, with a hipped roof and decreasing window size in the upper floors. The balustrade, said to have been removed in the 1970s, is noted as having been "excellent", and similar to that found at 96 High Street. Please note, pursuant to the provisions of the DOD we undertook title research and various other research to determine the history of the house.

We look forward to presenting these proposed alterations to the Commission at its next meeting.

Sincerely,



Lisa L. O'Leary

Attachment

cc: Client

EXHIBIT A

BREWSTER-COFFIN HOUSE, 96-98 HIGH STREET

The land included in this original estate was bought in 1806 by Samuel Tenney and John M. Noyes. The house was subsequently built on the northerly portion belonging to Mr. Tenney who in 1822 acquired the adjoining land of Mr. Noyes and in the same year sold the northerly half of the house, as shown below.

Samuel Tenney		until 1822
	NORTHERLY HALF	
Hector Coffin		1822-1836
Phineas Parker and heirs		1836-1850
James H. Adams		1850-1851
Philip Johnson		1851-1855
First Presbyterian Society, as parsonage		1855-1872
Thomas Sparhawk and heirs		1872-1887
Carrie P. (Mrs. Leonard W.) Coker		1887-1889
Frances E. (Mrs. Charles H.) Coffin		1889-present time.
	SOUTHERLY HALF	
Samuel Tenney		1822-1832
Stephen Tilton		1832-1834
Charles J. Brockway		1834-1835
Stephen Tilton		1835-1836
Joseph B. and William Hervey, successively		1836-1839
Charles T. James		1839-1846
Moses Davenport, Jr., and heirs		1846-1863
Joshua Aubin and heirs		1863-1886
Rudolph Jacoby		1886-1887
Elizabeth LeB. (Mrs. Charles) Wills		1887-1894
Frances E. (Mrs. Charles H.) Coffin		1894-1906
Ruth E. (Mrs. Allen M.) Brewster		1906-present time.



BREWSTER-COFFIN HOUSE

EXHIBIT B

MEAD, TALERMAN & COSTA, LLC

ATTORNEYS AT LAW

30 GREEN STREET
NEWBURYPORT, MASSACHUSETTS 01950
(978) 463-7700
bob@mtclawyers.com

REPORT ON TITLE

To: Robert A. Dignan, Jr., Esq.
Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, MA 01950

Locus: 102-104 High Street, Newburyport

Owner: Coffin-Brewster House, LLC, by virtue of a deed from Thomas F. Pease and Rebecca R. Taylor, individually and as Trustees of the Aquarian Realty Trust, dated August 28, 2013 and recorded with Southern Essex District Registry of Deeds in Book 32780, Page 541.

Sheet 29

Description: The land in Newburyport, Essex County, Massachusetts, situate on the northeasterly side of High Street, together with the double dwelling house thereon, now numbered 102 and 104 on said Street, bounded and described as follows, viz:

SOUTHWESTERLY by High Street, there measuring 83 feet, 7 inches;

NORTHWESTERLY by land now or formerly of Craig, there measuring 141 feet;

NORTHEASTERLY in part by Otis Place, and in part by land now or formerly of Biddle, there measuring 78 feet, 7 inches; and

SOUTHEASTERLY by land now or formerly of Stone, there measuring 141 feet.

Said Estate Subject To:

1. Mortgage from Coffin-Brewster House, LLC in favor of Thomas F. Pease and Rebecca R. Taylor dated August 28, 2013 in the original principal amount of \$800,000.00 and recorded with said Deeds in Book 32780, Page 542.

Sheet 30-31

102-104 High Street, Newburyport
February 20, 2017
Page 2 of 31

Remarks

1. No reliable bankruptcy index exists for the Essex South Registry of Deeds.

My Examination Begins April 13, 1962

My Examination Ends February 17, 2017

This Report shall be limited in its use to the addressee, for the immediate transaction contemplated hereunder, and shall not extend to any subsequent conveyance or transaction and is intended to be a privileged communication from Counsel. This Report is based upon a search of the records of the Registry of Deeds. It is not a guarantee or certification of title. We shall not be liable for mistakes or misrepresentations in the Registry indices/records. Our liability in such cases shall be limited to the charge for this report.

Mead, Talerman & Costa, LLC

~~Speed, S. Clifford~~
NAGLE, W. Kenneth

SCHEDULE SHEET

Locust	102-104 HIGH STREET		in NEWBURYPORT		Essex South County
Beginning	4/13/62		Ending 3/18/74		
4/17/62	NCR	4904	362	NTG	DK 5180-66 on T-6/16/64
4/4/69	ALANT, JR	5599	648	NTG	DK 5871-789 on T-6 5/28/70
3/18/70	R.W. LOYD	5672	368	DKSD	
5/15/69		5608	790	ATT	DK 5611-602 5/20/69
6/20/69		5616	493	ATT	DK 5671-778 3/28/70
7/1/69		5619	496	ATT	DK 5673-568 3/17/70
1/5/70		5659	705	ATT	DK 5677-724 3/18/70
1/22/69		5587	285	ATT	DK 5599-647 2/21/69
6/20/69		5616	494	ATT	DK 5677-707 3/18/70
12/7/69		5642	445	ATT	DK 5677-725 3/28/70
4/16/70		5677	555	ATT	DK

Mead, Talerman & Costa, LLC

PEASE THOMAS F., TRUSTEE
 PEASE BONITA R., TRUSTEE

SCHEDULE SHEET

TAYLOR REBECCA R., AKA TAYLOR-PEASE, TRUSTEE

AQUARIAN REALTY TRUST

COUNSELLY JAMES J., TRUSTEE (74-78)

PEASE JON B.

Locus	102-104 HIGH STREET			in NEWBURYPORT	Essex South County
Beginning	3/28/70			Ending	2/1/17
3/28/70		5673	569	DT	
3/28/70	MCR	5673	577	MTG	DIS 5871.790 on P/T 5/19/72
5/24/72		5909	54	AMTR	
8/12/74		6089	708	AMTR	
8/12/74	NCB	6089	711	MTG	DIS 6477.790 on P/T 10/24/74
9/28/77	NCB	6396	191	MTG	EXP 9/19/2012
5/14/72	NCB	5869	498	MTG	DIS 6092707 on P/T 8/20/74
5/24/72		5869	497	AMTR	
8/17/74		6089	709	AMTR	
8/12/74		6089	710	AMTR	
5/24/72		5869	496	AMTR	BEN. INT
5/24/72		5869	495	RESN	
9/27/72		5909	107	RESN	(AD) SECONDARY R.T.
9/27/72		5909	153	RESN	BEN. INT. (AD) SECONDARY R.T.
11/30/70		16715	34	AMTR	
8/29/13	COFFIN HOUSE LLC	32780	511	CF	
8/29/13		32780	540	CF	

Mead, Talerman & Costa, LLC

PEASE, THOMAS F., TRUSTEE

PEASE, BONITAK., TRUSTEE

CONNOLLY, JAMES T., TRUSTEE (74-78)

SCHEDULE SHEET

AQUARIAN REALTY TRUST

Locus	102-104 HIGH STREET		in NEWBURYPORT		Essex South County
Beginning	3/28/70		Ending 2/1/17		
9/28/85	NCB	7719	173	MTG	DIS 9173.304 AM A.T. 8/18/87
2/13/87	NCB	8800	178	MTG	DIS 21060.571 AM EXP. 3/20/03
10/12/00		16614	1	CF	AMT 16614.2-016
10/12/00	NSB	16614	2	MTG	DIS 30774.497 AM S.V.P. 8/03/13
10/20/00		16695	346	ALL	DIS 30774.498 AM SV. 8/03/13
7/13/01	NCB	7463	352	MTG	DIS 21060.572 AM EXP. 3/20/03
4/9/99		15596	221	RVL	
11/30/02		16715	33	RLS	SSN. INT.
11/30/00		16715	32	AMT TL	CA SECOND PITY RT

otherwise known as Philbrick T. Dennett

We, Philbrick T. Dennett, Jr. and Starr Dennett, husband and wife,

of Newburyport Essex County, Massachusetts,
being unmarried, for consideration paid, grant to S. Clifford Speed and W. Kenneth Nagle,
as joint tenants and not as tenants in common, both

of Boston, Suffolk County, Massachusetts with quitclaim covenants
the land in said Newburyport, situate on the Northeasterly side of High
(Description and encumbrances, if any)
Street, together with the double dwelling house thereon numbered
102 and 104 on said Street, bounded and described as follows:

Southwesterly by High Street, there measuring 83 feet 7 inches;
Northwesterly by land formerly of Coffin, now or formerly of
Craig, there measuring 141 feet;
Northeasterly in part by Otis Place and in part by land now
or formerly of Biddle, there measuring 78 feet, 7 inches; and
Southeasterly by land formerly of Lawton, now or formerly of
Stone, there measuring 141 feet.

All of said measurements being more or less.

For our title see deeds of Katherine G. Clancy, dated December
26, 1951, and Powow River National Bank, dated December 3, 1959,
recorded with Essex South District Registry of Deeds, Books 3867
and 4627, Pages 345 and 385, respectively.



We respectively

husband
wife - of said grantor

release to said grantee all rights of tenancy by the curtesy
dower and homestead and other interests therein.

Witness our hands and seals this 13th day of April 19 62
A Vincent Kelleher *Philbrick T. Dennett*
Notary *Starr Dennett*

The Commonwealth of Massachusetts

Essex ss. April 13 19 62

Then personally appeared the above named
Philbrick T. Dennett and Starr Dennett
and acknowledged the foregoing instrument to be their free act and deed, before me

A. Vincent Kelleher
A. Vincent Kelleher Notary Public - Justice of the Peace

My commission expires Aug. 16 19 63

Essex ss. Recorded Apr. 17, 1962. 56 m. past 12 P.M. #126

(* Individual - Joint Tenants - Tenants in Common - Tenants by the Entirety.)

BK 5672 PG 368

WE, W. KENNETH NAGLE and S. CLIFFORD SPEED, both of Newburyport,
Essex County, Massachusetts,

XXXXX
XXXXXXXXXXXXXXXXXXXXXXXXX for consideration less than \$100.00

grant to RICHARD W. LORD of 49 High Street, Newburyport, Essex County,
Massachusetts,

XXXXX with warranty covenants

the land in Newburyport, Essex County, Massachusetts, situate on
the northeasterly side of High Street, together with the double dwelling
house thereon, now numbered 102 and 104 on said Street, bounded as
follows, viz:-

- SOUTHWESTERLY by High Street, there measuring 83 feet,
7 inches;
- NORTHWESTERLY by land now or formerly of Craig, there
measuring 141 feet;
- NORTHEASTERLY in part by Otis Place, and in part by land
now or formerly of Biddle, there measuring
78 feet, 7 inches; and
- SOUTHEASTERLY by land now or formerly of Stone, there
measuring 141 feet.

All of said measurements being more or less.

Being the same premises conveyed to the grantors by Philbrick T.
Dennett, Jr., et ux by deed dated April 13, 1962, recorded with Essex
South District Deeds, Book 4904, Page 361.

Subject to encumbrances of record.

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office
address of the grantee. Failure to comply with this section shall not affect the validity of any deed. No register of
deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Executed as a sealed instrument this 17th day of March 19 70

S. Clifford Speed
W. Kenneth Nagle

The Commonwealth of Massachusetts

Essex, ss.

March 17

19 70

Then personally appeared the above named S. Clifford Speed and Kenneth W.
Nagle

and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Notary Public
Justice of the Peace

My commission expires March 20 19 75

Essex ss. Recorded March 18, 1970. 1 m. past 12 P.M. #81

BK5673 PG569

See
B: 15596
P: 224
and
B: 16715
P: 34

THIS AGREEMENT AND DECLARATION OF TRUST made at Newburyport, Massachusetts this 16th day of January, 1970, by Thomas F. Pease of Newburyport, Massachusetts, and Bonita R. Pease of Newburyport, Massachusetts (hereinafter called the "Trustee or the Trustees" which term shall be deemed to include their successors in trust hereunder and to mean the Trustee or Trustees for the time being).

W I T N E S S E T H . .

That we, the said Thomas F. Pease and Bonita R. Pease hereby declare that we shall hold any and all property, whether real, personal or mixed that may at any time hereafter be conveyed, assigned, transferred or delivered to us as Trustees of Aquarian Realty Trust upon the trusts and with the powers hereinafter set forth.

I. The trust hereby created shall be known as

"AQUARIAN REALTY TRUST"

II. We hereby declare that we hold all of the said Trust assets for the benefit of Thomas F. Pease and Bonita R. Pease, in equal shares, each to hold an undivided beneficial interest.

III. Unless sooner terminated as hereinafter provided, this Trust shall continue for the term of twenty (20) years.

IV. The Trustees shall have full legal title to all property of the Trust, wherever located or situated, at any time held or received by them as Trustees under the terms of this Trust, and they shall have and exercise the exclusive management and control of such property in any manner that they shall deem in the best interest of the beneficiaries, with all of the rights and powers of the absolute owners thereof. Without limiting the generality of the foregoing, and in addition to all other powers in this Trust contained, the Trustees shall have the following powers and such additional powers as may be incidental thereto

The principal purpose of the Trust shall be to engage in any business or businesses in which a natural person might be engaged and without limiting the generality of the foregoing some of the specific purposes are as follows:

A. To subscribe for, purchase or otherwise acquire, underwrite, obtain an interest in, own, hold, pledge, hypothecate, mortgage, assign, deposit

BK 5673 PG 570

create trusts with respect to, sell, exchange, or otherwise dispose of and generally deal in and with securities of every kind and description of any government, state, territory, district, municipality, or other political or governmental division or subdivision, body politic, corporation, association, partnership, firm, trustee, syndicate, individual, combination, organization, or entity whatsoever located in or organized under the laws of any part of the world, including (without limiting the generality of the foregoing) stocks, shares, voting trust certificates, bonds, mortgages, debentures, notes, land trust certificates, warrants, rights, scrip, commercial paper, choses in action, evidences of indebtedness, certificates of interest or other obligations or other securities of any nature howsoever evidenced; to acquire or become interested in any such securities by original subscription, underwriting, participation in syndicate, or otherwise and irrespective of whether or not such securities are fully paid or subject to further payments or assessments; to exercise any and all rights, powers, and privileges of individual ownership or interest in respect of any such securities, including the right to vote thereon and otherwise act with respect thereto, and to promote, manage, participate in, and act as agent for any underwriting, purchase, or selling syndicate or group and otherwise to take part in and assist, in any legal manner, by guaranty or otherwise, the purchase, sale, or distribution of any such securities; to promote, finance, aid, and assist, financially or otherwise, any body politic, corporation, association, partnership, firm, trustee, syndicate, individual, combination, organization, or other entity, located in or organized under the laws of any part of the world; to purchase, lease, or otherwise acquire, take over, hold, sell, liquidate, or otherwise dispose of the business and properties, of every kind, of corporations, associations, partnerships, firms, trustees, syndicates, individuals, combinations, organizations, and other entities located in or organized under the laws of any part of the world; to continue, alter, extend, and develop their business, assume their liabilities, guarantee or become surety for the performance of their obligations, reorganize their capital, and participate in any way in their affairs, and to take over as a going concern and to continue in its own name any business so acquired; and to act as financial, commercial, special, or general agent or representative of bodies politic, corporations, associations, partnerships, firms, trustees, syndicates,

individuals, combinations, organizations, and other entities located in or organized under the laws of any part of the world.

B. To purchase, take under lease, maintain, acquire develop and improve real or personal property or any interests or rights therein and either as principal or agent to sell, convey, exchange or otherwise dispose of the same free and discharged of all trusts hereunder.

C. To construct, alter, maintain, repair, demolish, rebuild and improve buildings; and to convert and appropriate any lands into and build and construct upon such lands, roads, streets, and all other conveniences and improvements.

D. To enter into agreements with owners of adjoining properties with regard to easements of every kind and description, boundary lines, party walls or other like subjects of agreement and to register in the land court of the Commonwealth of Massachusetts title to any real property.

E. To lease, or to let to tenants at will, upon such terms and agreements as they may deem desirable, any part or parts of the Trust property or any of the property under their management or control; and to accept surrender of leases and tenancies and otherwise to deal in leases in any manner which the Trustees may deem expedient or desirable.

F. To borrow money with or without security from any person, firm, corporation, partnership or association at any rates of interest which the Trustees in their discretion may deem acceptable and to lend money to any person, firm, association, partnership or corporation on such terms, with or without security, as the Trustees may deem advisable.

G. To institute or defend against any proceedings at law or in equity; to enforce or maintain any rights in respect to the Trust property; and to submit any dispute to arbitration.

H. 1. To designate any bank or trust company as a depository of this trust with authority to accept at any time for the credit of this trust deposits by whomsoever made of funds in whatever form and in whatever manner endorsed, and said bank or trust company be authorized and directed to pay or otherwise honor or apply without inquiry and without regard to the application of the proceeds thereof, checks, drafts, notes, bills of exchange, acceptances, undertakings and

other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, when signed, accepted or endorsed by any of the persons from time to time named in a document signed by a majority of the Trustees.

2. To authorize and direct any bank or trust company to honor as genuine and authorized instruments of this trust any and all checks, drafts, or other order for the payment of money drawn in the name of this trust and signed on its behalf with the facsimile signature of any of the persons from time to time named in a document signed by a majority of the Trustees.

3. To authorize such persons as a majority of the Trustees designate in writing to arrange for the borrowing of and/or to borrow from time to time from any bank, trust company, or other lending institution or person such sums upon such terms and conditions as to time of repayment, rate of interest and security therefore as they may determine; and to authorize in such manner such persons to execute and deliver in the name and on behalf of this trust such promissory notes as may be required by such lender in evidence of the obligations of repayment with respect to all sums so borrowed; to pledge or assign property of this trust to such lender as security for such borrowings, and to execute and deliver security agreements of all kinds and any and all other instruments whether of obligation or hypothecation or authorization to request loans within any established borrowing limit which they may determine necessary or appropriate in implementation of the borrowing authority thereby conferred.

4. To authorize such persons as a majority of the Trustees designate in writing for the account of this Trust to apply for and receive letters of credit and from time to time to increase the amount, extend the date of expiration or amend the terms of any outstanding letters of credit, and to execute and deliver all necessary or proper documents in connection therewith; without limiting the generality of any of the foregoing, to execute and

deliver indemnity agreements, acceptance agreements, guaranties for missing documents or other guaranties, acceptances, trust receipts and other forms of security agreements; to order payments against receipt of shipping or other documents, or delivery of any such documents against payment or for any other purpose; and to sell or to authorize and request the purchase or sale of foreign exchange.

I. In their discretion, to pay to the Beneficiaries at any time or times determined by the Trustees such amount or amounts out of the earnings or surplus of the Trust as the Trustees may determine; such payments may be made in cash or in property, including, without limiting the generality of the foregoing, securities of the Trust.

J. To enter into and execute deeds, notes, mortgages, leases, contracts and other obligations, instruments or undertakings which may bind the Trustees and the Trust Estate for periods of time extending beyond the possible duration of this Trust.

K. To act as a conduit, nominee or "straw" in all types of transactions and to give mortgages in connection therewith, execute notes and transfer title to any of the Trust property without consideration and for a nominal consideration.

V. No Trustee shall be liable for any act or default whatsoever of any other Trustee or of any agent, employee or representative of the Trustee. Nor shall any Trustee be liable for any error of judgment, or for anything done or omitted by such Trustee in good faith; and the Trustee or Trustees shall be answerable and accountable only for their own individual receipts and for their own individual acts, neglects and defaults constituting a breach of trust knowingly committed by such Trustee in bad faith; and any Trustee and each agent, employee, or representative of any Trustee shall be entitled to reimbursement out of the trust estate for reasonable expenses and outlays and shall be indemnified and reimbursed for any personal loss, cost, liability, expense or damage incurred or suffered in the administration of the trust estate or in conducting any business or performing any act authorized or permitted by this Trust, but such indemnity or reimbursement shall be limited to the Trust estate, and no beneficiary shall be personally or individually liable therefor to any extent. Any person,

firm or corporation dealing with the Trustees may, without further inquiry, conclusively treat as the Trustees hereunder those persons appearing as such from time to time in the records recorded in the Essex County Registry of Deeds; and any person, firm or corporation dealing with the Trustees may also conclusively assume that the terms of this trust, as it may from time to time be amended, are the provisions contained in instruments executed by any two Trustees and so recorded. No person, firm or corporation shall be bound by or placed on notice of any change in the office of any trustee or any amendment of this trust which does not so appear of record. No purchaser, lender or other person dealing with the Trustees shall be under any liability to see to the application of the purchase money or any money loaned or delivered to the Trustees, or to see that the terms and conditions of this Trust have been complied with. Every instrument executed by those who, according to the records in said Essex Registry of Deeds, appear to be the Trustees hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof this Trust was in full force and that such instrument was validly executed and is fully binding upon the Trustees and upon the Trust property.

VI. This Trust may be amended, modified, or terminated including the addition of additional or successor Trustees by an instrument of amendment, modification or termination in writing duly signed and acknowledged by all Trustees hereof; and any Trustee hereof may resign by written instrument duly signed and acknowledged by such Trustee; in case of a vacancy in the office of a Trustee, whether by death, resignation, removal, or otherwise, such vacancy shall be filled by the appointment of a successor Trustee or Trustees made by the remaining Trustee or Trustees. Such appointment shall be by instrument in writing signed and acknowledged by the remaining Trustee or Trustees, or if none, by written document duly signed and acknowledged by majority of the beneficiaries of record; provided, however, no such amendment, modification, or termination of this Trust or resignation, vacancy or appointment in the office of the Trustee or Trustees, shall be effective until such instruments properly executed as hereinabove described are recorded in the Essex County Registry of Deeds or the Essex County Land Court recording office. No person, firm or corporation shall be bound by or placed on notice of any change in the office of any Trustee or any

amendment, modification or termination of this Trust which does not so appear of record.

VII. Every act or thing done and every power exercised or obligation incurred by a Trustee in the administration of this Trust or in connection with any business property or concerns of this Trust, whether ostensibly in his own name or in his capacity as Trustee, shall be done, exercised or incurred by him as a Trustee and not as an individual; and every person contracting or dealing with the Trustee or having any debt, claim or judgment against him shall look only to the funds and property of the Trust for payment or satisfaction; and no trustee, beneficiary or agent of the Trust shall ever be personally liable for or on account of any contract, debt, tort, claim, damage, judgment or decree arising out of or in connection with the Trust property or the conduct of the business of the Trust. A stipulation or notice to this effect may be inserted in any contract or instrument executed by the Trustee or his agents, but the omission thereof shall not be construed as a waiver of the foregoing provision and shall not render the Trustee or agents personally liable.

VIII. Except as provided in paragraph VI of this instrument with respect to amendments of this Trust, any instrument, document, deed, mortgage, lease or note may be executed, acknowledged, sealed and delivered by any one of the Trustees in the name of and in the behalf of the Trust and all of the Trustees.

IN WITNESS WHEREOF, the said Thomas F. Pease and Bonita R. Pease have hereunto set their hands and seals this 16th day of January, 1970.

Thomas F. Pease
Thomas F. Pease

Bonita R. Pease
Bonita R. Pease

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

JANUARY 16, 1970

Then personally appeared the above-named Thomas F. Pease and Bonita R. Pease and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Robert S. Grubbers
Notary Public
ROBERT S. GRUBBERS

My commission expires: FEB 1, 1971

Essex ss. Recorded Mar. 25, 1970. 25 m. past 2 P. M. #83

BK 5869 PG 495

RESIGNATION OF TRUSTEE

I, BONITA R. PEASE, Trustee under Declaration of Trust
dated January 16, 1970, recorded with Essex South District Registry
of Deeds, Book 5673, Page 569, known as AQUARIAN REALTY TRUST,
hereby resign as Trustee of said AQUARIAN REALTY TRUST.

Executed this 18th day of May, 1972.

Bonita R. Pease

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

May 18, 1972

Then personally appeared the above-named BONITA R. PEASE and
acknowledged the foregoing "Resignation of Trustee" to be her free act
and deed, before me,

John C. Stee
Notary Public

My commission expires December 17, 1976

Essex ss. Recorded May 24, 1972. 33 m. past 10 A.M. #147

BK 5869 PG 496

ASSIGNMENT OF BENEFICIAL INTEREST

I, BONITA R. PEASE, Trustee under Declaration of Trust dated January 16, 1970, recorded with Essex South District Registry of Deeds, Book 5673, Page 569, known as AQUARIAN REALTY TRUST, hereby assign any and all interest I may have as beneficiary of said Trust, to JON B. PEASE.

Executed this 18th day of May, 1972.

Bonita R. Pease

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

May 18, 1972

Then personally appeared the above-named BONITA R. PEASE and acknowledged the foregoing "Assignment of Beneficial Interest" to be her free act and deed, before me,

John C. Stever
Notary Public

My commission expires December 17, 1976

Essex ss. Recorded May 24, 1972. 33 m. past 10 A.M. #148

BK5869 PG497

AMENDMENT TO TRUST

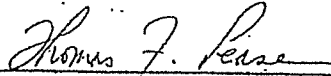
I, THOMAS F. PEASE of Newburyport, Essex County, Massachusetts, Trustee of the AQUARIAN REALTY TRUST under Indenture of Trust dated January 16, 1970, and recorded with Essex South District Deeds, Book 5673, Page 569, pursuant to ARTICLE VI of said Trust, hereby AMEND the Trust by inserting at the end of ARTICLE VI the following sentence,-

" In the event that there is a vacancy in the office of the Trustee, the Trust may continue with only one trustee. "

Said Trust instrument is also amended by adding at the end of ARTICLE V the following sentence,-

" The Trustee or Trustees may deal with minors as if they were of full age. "

IN WITNESS WHEREOF, I the said THOMAS F. PEASE have hereunto set my hand and seal this 19th day of May, 1972.

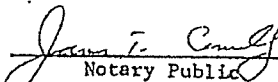


COMMONWEALTH OF Massachusetts

Essex, ss

May 19, 1972

Then personally appeared the above named Thomas F. Pease and acknowledged the foregoing instrument to be his free act and deed, before me,



Notary Public

My commission expires February 7, 1977

Essex ss. Recorded May 24, 1972. 33 m. past 10 A.M. #149

BK 5909 PG 154

AMENDMENT TO TRUST

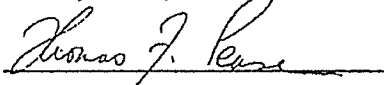
I, THOMAS F. PEASE of Newburyport, Essex County, Massachusetts, Trustee of the SERENDIPITY REALTY TRUST under Indenture of Trust recorded with Essex South District Registry of Deeds, Book 5673, Page 564, and dated January 16, 1970, pursuant to ARTICLE VI of said Trust, hereby AMEND the Trust by inserting at the end of ARTICLE VI, the following sentence,-

"In the event that there is a vacancy in the office of the Trustee, the Trust may continue with only one trustee. "

Said Trust instrument is also amended by adding at the end of ARTICLE V the following sentence,-

" The Trustee or Trustees may deal with minors as if they were of full age. "

IN WITNESS WHEREOF I, the said THOMAS F. PEASE , have hereunto set my hand and seal this 27th day of September, 1972.

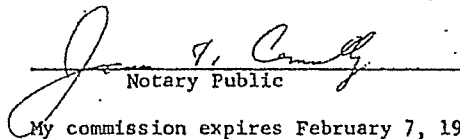

Thomas F. Pease

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

September 27, 1972.

Then personally appeared the above named Thomas F. Pease and acknowledged the foregoing instrument to be his free act and deed, before me,


Notary Public

My commission expires February 7, 1977

Essex ss. Recorded Sept. 27, 1972. 25 m. past 11 A.M. #89

BK6089 PG708

APPOINTMENT OF TRUSTEE

I, THOMAS F. PEASE, of Newburyport, Essex County, Massachusetts, remaining trustee of the AQUARIAN REALTY TRUST, under Indenture of Trust dated January 16, 1970, recorded with Essex South District Deeds, Book 5673, Page 569, and pursuant to Article VI of said Trust, appoint JAMES T. CONNOLLY of Newburyport aforesaid, to be successor trustee.

IN WITNESS WHEREOF, I, the said THOMAS F. PEASE, have hereunto set my hand and seal, this 7th day of August, 1974:

Thomas F. Pease

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

August 7, 1974

Then personally appeared the above named Thomas F. Pease and acknowledged the foregoing instrument to be his free act and deed, before me,

John C. Steu
Notary Public

My commission expires December 17, 1975

JAMES T. CONNOLLY
COUNSELLOR AT LAW
89 STATE STREET
NEWBURYPORT, MASS.
01850
TEL. (617) 482-2281

ESSEX SS. RECORDED *Aug. 12,* 1974 59 M. PAST 9 A.M. INST. #98

RECORDED
INDEXED
AUG 12 1974
DEPT. OF REVENUE
STATE OF MASSACHUSETTS
JIS/IC

BK 6089 PG 709

AMENDMENT TO TRUST

We, Thomas F. Pease and James T. Connolly, both of Newburyport, Essex County, Massachusetts, Trustees of the Aquarian Realty Trust, under Indenture of Trust dated January 16, 1970, and recorded with Essex South District Deeds, Book 5673, Page 569, pursuant to Article VI of said Trust, hereby amend the trust by inserting at the end of Article VI the following sentence,-

"In the event that there is a vacancy in the office of the Trustee, the Trust may continue with only one trustee."

Said Trust instrument is also amended by adding at the end of Article V the following sentence,-

" The Trustee or Trustees may deal with minors as if they were of full age. "

IN WITNESS WHEREOF we, the said Thomas F. Pease and James T. Connolly, have hereunto set our hands and seals, this 7th day of August, 19 74

Thomas F. Pease
James T. Connolly

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

August 7, 19 74

Then personally appeared the above named Thomas F. Pease and James T. Connolly and acknowledged the foregoing instrument to be their free act and deed, before me,

John C. [Signature]
Notary Public

My commission expires 12/17/76.

JAMES T. CONNOLLY
COUNSELLOR AT LAW
60 STATE STREET
NEWBURYPORT, MASS.
01960
TEL. (617) 462-2201

ESSEX SS. RECORDED Aug. 13, 1974 59 M. PAST 9 A.M. INST. # 99

BK 6089 PG 710

RECORDED
INDEXED
FEB 11 1974
FIM OFFICE

RESIGNATION OF TRUSTEE

I, James T. Connolly, of Newburyport, Essex County, Massachusetts, hereby resign as Trustee of the Aquarian Realty Trust.

James T. Connolly

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

August 7, 1974

Then personally appeared the above-named James T. Connolly and acknowledged the foregoing instrument to be his free act and deed, before me.

John C. Stewart
Notary Public

My commission expires 12/17/76

JAMES T. CONNOLLY
COUNSELLOR AT LAW
48 STATE STREET
NEWBURYPORT, MASS.
01850
TEL. (617) 468-8251

ESSEX SS. RECORDED Aug. 12, 1974. 59 M. PAST 9 A.M. INST. #100

22

50x67

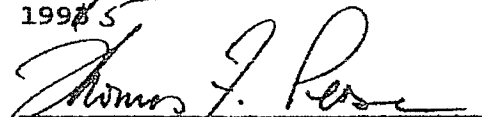
04/09/99 2:44 inst. 455
BK 15596 PG 221


REVIVAL OF AND RECONVEYANCE TO
AQUARIAN REALTY TRUST

The undersigned hereby revive and adopt that certain trust known as "Aquarian Realty Trust" under a Declaration of Trust dated January 16, 1970 and recorded with the Essex South Registry of Deeds in Book 5673, Page 569, et seq, as amended by instrument recorded at Book 6089, Page 709, except that the trust term shall be the life of the survivor hereof, and the beneficiaries and Trustees shall be the undersigned.

Also by this instrument, the undersigned convey to said Aquarian Realty Trust all of their right, title and interest in and to the land with the improvements thereon located at 102-104 High Street, Newburyport, Massachusetts, as described in that certain Deed recorded at Book 5673, Page 576.

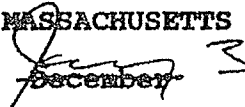
Witness our hands and seals this 3 day of ~~December~~, January 1995


Thomas F. Pease,
Individually and as Trustee



Rebecca R. Taylor
Individually and as Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss


~~December~~ 3, 1995

Then personally appeared the above named Thomas F. Pease and acknowledged the foregoing instrument to be his free act and deed, before me


Notary Public
My commission expires: 5/5/98

10
GANZ LAW OFFICE
P.O. Box 238
Seabrook, NH 03874-0238


11/30/00 7:07 inst. 5
BK 16715 PG 33

RELINQUISHMENT OF BENEFICIAL INTEREST
IN AQUARIAN REALTY TRUST

I, JON B. PEASE, hereby release and relinquish any right, title or interest in the Aquarian Realty Trust, which interest was assigned to me by document entitled "Assignment of Beneficial Interest" from Bonita R. Pease dated May 18, 1972 which Assignment is recorded at Essex South Registry of Deeds at Book 5869, Page 496.

Dated this 22nd day of November, 2000.


Witness




JON B. PEASE

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

November 22, 2000

Personally appeared JON B. PEASE, known to me or satisfactorily proven to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that he executed same as his free act and deed for the purposes therein contained.

Before me,



Notary Public/Justice of the Peace Mary K. Combs
My Commission Expires: 12/05/05

#4642-A
Trusts/Pease, Thomas (Aquarian)/Relinquishment

15

2
10

GANZ LAW OFFICE
P.O. Box 238
Seabrook, NH 03874-0238

11/30/00 7:07 inst. 6
BK 16715 PG 34


AMENDMENT TO AQUARIAN REALTY TRUST

This Amendment is made this 22nd day of November, 2000 to the Agreement and Declaration of Trust dated January 16, 1970, by Thomas F. Pease and Bonita R. Pease which Agreement and Declaration of Trust are recorded in Essex South Registry of Deeds at Book 5673, Page 569, which Trust was amended by document recorded at Book 5869, Page 497, which Trust was further amended by instrument recorded at Book 6089, Page 709, which Trust was revived by document entitled Revival of and Reconveyance to Aquarian Realty Trust dated January , 1995 and recorded in Essex South Registry of Deeds at Book 15596, Page 221 as follows:

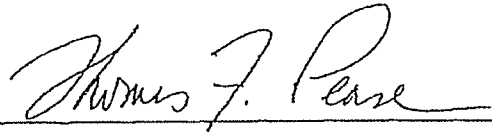
1. The current Trustees are Thomas F. Pease and Rebecca R. Taylor, a/k/a Rebecca R. Taylor-Pease.
2. Paragraph II of the Agreement and Declaration is hereby deleted in its entirety and substituted with the following paragraph:

II. We hereby hold all of said Trust assets for the benefit of the beneficiaries as set forth in the Schedule of Beneficial Interest on file with the Trustee(s). This Schedule of Beneficial Interest does not have to be recorded in the Essex South Registry of Deeds or any other public location.


Executed on the date above written.



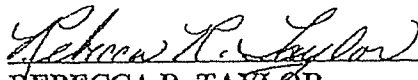
Witness



THOMAS F. PEASE



Witness



REBECCA R. TAYLOR
a/k/a REBECCA R. TAYLOR-PEASE

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

November 22, 2000

Personally appeared THOMAS F. PEASE and REBECCA R. TAYLOR a/k/a REBECCA R. TAYLOR-PEASE, known to me or satisfactorily proven to be the individuals whose names are subscribed to the within instrument, and acknowledged that they executed same as their free act and deed for the purposes therein contained.

Before me,



Justice of the Peace/Notary Public Mary K. Gons
My Commission Expires: 6-05-05

#4642-A

Trust/Pease, Thomas F./Acquisition/Amendment

F

AK-4



2013082900155 Bk:32780 Pg:540
08/29/2013 10:54 TCERT Pg 1/1

Trustee Certificate
MGL Ch 184 Sec 35

We hereby certify that:

(a) We are the sole Trustees of the Aquarian Realty Trust u/d/t dated January 16, 1970 and recorded with the Essex South District Registry of Deeds at Book 5673, Page 569 as amended and revived.

(b) We have full authority to act in all matters pertaining to the real estate owned by the Trust.

(c) There are no facts which constitute conditions precedent to acts by the Trustees or which are in any other manner germane to the affairs of the Trust with regard to the deed recorded herewith.

(d) The Trust has not been amended or revoked.

(e) Notwithstanding the lapse of the Trust on January 16, 1990, the Trustees maintained legal ownership of the Trust property located at 102-104 High Street, Newburyport at all times between the establishment of the Trust on January 16, 1970 and the revival of the Trust, which revival was evidenced by the "Revival of and Reconveyance to Aquarian Realty Trust" dated January 3, 1995 and recorded on April 9, 1999 at Book 15596, Page 221.

Signed under the pain and penalties of perjury this 28th day of August 2013.

Thomas F Pease

Rebecca R Taylor

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

On this 28th day of August 2013, before me, the undersigned notary public, personally appeared Thomas F Pease and Rebecca R Taylor, known to me to be the persons whose name are signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

Priscilla F. Arnott

My commission expires: 7.3.2020



PRISCILLA F. ARNOTT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 3, 2020

102-104 High Street, Newburyport

18

E

AK-4

2013082900156 Bk:32780 Pg:541
08/29/2013 10:54 DEED Pg 1/1

Southern Essex District ROD
Date: 08/29/2013 10:54 AM
ID: 979628 Doc# 20130829001560
Fee: \$4,560.00 Cons: \$1,000,000.00

DEED

We, Thomas F Pease and Rebecca R Taylor, individually and as Trustees of the Aquarian Realty Trust u/d/t dated January 16, 1970 and recorded with the Essex South District Registry of Deeds at Book 31625 Page 428, as amended and revised, of Salisbury, Massachusetts,

In consideration of \$ 1,000,000.00

grant to Coffin-Brewster House, LLC, a Massachusetts limited liability company, PO Box 1480, Newburyport MA 01950

WITH QUITCLAIM COVENANTS

the premises situate at 102-104 High Street, Newburyport, Massachusetts bounded and described as follows, all measurements being more or less:

Southwesterly by High Street 83 feet 7 inches
Northwesterly by land n/f of Craig 141 feet
Northeasterly in part by Otis Place and in part by land n/f of Biddle 78 feet 7 inches
Southeasterly by land n/f of Stone 141 feet

For title reference see deed recorded at Book 5673, Page 576.

WITNESS our hands and seals this 28th day of August 2013:

Thomas F. Pease

Thomas F Pease, individually and as Trustee

Rebecca R. Taylor

Rebecca R Taylor, individually and as Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

On this 28th day of August 2013, before me, the undersigned notary public, appeared Thomas F Pease and Rebecca R Taylor, known to me to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Priscilla F. Arnott
Priscilla F. Arnott

My commission expires: 7.3.2020



PRISCILLA F. ARNOTT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 3, 2020

102-104 High Street, Newburyport

29

102.104 High Street, Newburyport

2 E

AK-4

2013082900157 Bk:32780 Pg:542
08/29/2013 10:54 MTG Pg 1/2

MASSACHUSETTS REAL ESTATE MORTGAGE
(Statutory Short Form)

The undersigned hereby grants to Thomas F Pease and Rebecca R Taylor or the survivor thereof, their successors and assigns,

with **mortgage covenants**, to secure the payment of \$800,000.00 owed by Mortgagor to Mortgagee by promissory note of even date,

the premises situate at 102-104 High Street, Newburyport, Massachusetts as further described in deed recorded with herewith.

This Mortgage is upon the **statutory condition**, for any breach of which the Mortgagee shall have the **statutory power of sale**.

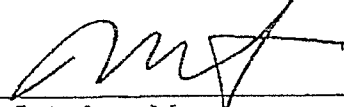
Mortgagee shall be entitled to collect all expenses incurred in exercising the power of sale including but not limited to reasonable attorney's fees.

If the mortgaged premises are sold, Mortgagee shall require payment in full of all sums secured hereby.

It is a condition of this mortgage that Mortgagor shall maintain hazard insurance on the premises with Mortgagee as a named insured and provide Mortgagee an insurance binder as evidence thereof upon request.

WITNESS my hand and seal this 28th day of August 2013.

Coffin-Brewster House, LLC



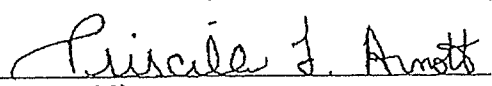
Mark L Audette, Manager

COMMONWEALTH OF MASSACHUSETTS


ESSEX, SS

On this 28th day of August 2013 before me personally appeared Mark L Audette, known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Coffin-Brewster House, LLC.

My commission expires: 7.3.2020



Notary public

 **PRISCILLA F. ARNOTT**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 3, 2020

30

EXHIBIT A

The premises situate at 102-104 High Street, Newburyport, Massachusetts bounded and described as follows, all measurements being more or less:

Southwesterly by High Street 83 feet 7 inches

Northwesterly by land n/f of Craig 141 feet

Northeasterly in part by Otis Place and in part by land n/f of Biddle 78 feet 7 inches

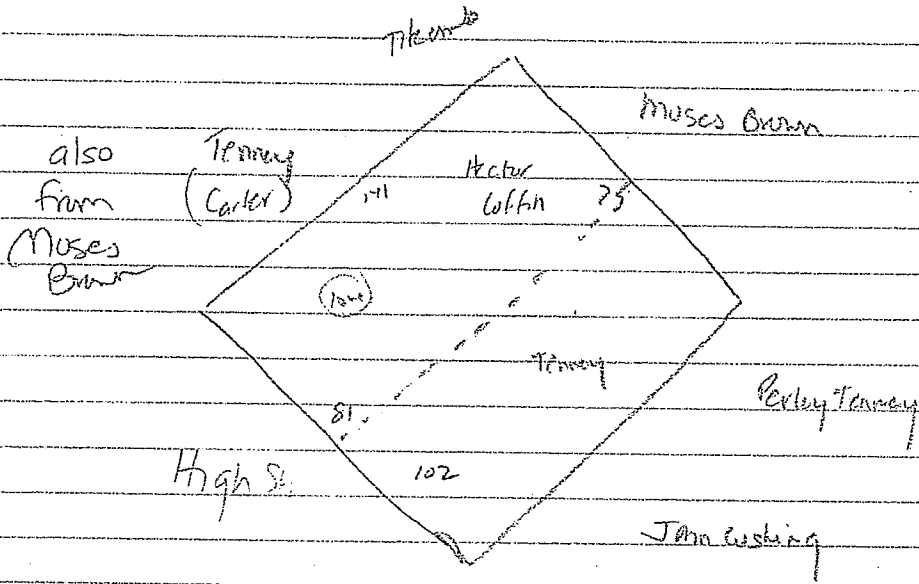
Southeasterly by land n/f of Stone 141 feet

For title reference see deed recorded at Book 5673, Page 576.

EXHIBIT C

230/10

Noyes to Tenney



Moses Brown → John Mansfield Noyes - merchant
11/1806

John Mansfield Noyes - Samuel Tenney 4/9/22

Parsonage side 1/2 Samuel Tenney ¹⁸²² *1st mention of house Hector Coffin 6/2/22

Brewster side 1/2 Samuel Tenney - Stephen Tilton 1832

hands and seals this first day of January in the year of our Lord, one thousand and eight hundred and six.

130

Samuel Tenney Deafal

Signed sealed & delivered in presence of us, their witnesses } Essex: Jan'y 22^d 1806 These
interlined before sealing Mr Pike. John M Hoys } the above named Sam Tenney
& Deborah Tenney personally acknowledged this instrument to be their deed -
before me Mr Pike Just Peace -

Essex: Rec^d Feb'y 11. 1806 & recorded & examined by John Pickering Reg^r

W. Brown
to
J. M. Hoys

178/130

Know all men by these presents, that I Moses Brown of Newbury port in the County of Essex & State of Massachusetts, Merchant, in consideration of thirteen hundred ninety three dollars seventy five cents paid by John Mansfield Hoys of said Newbury port Merchant, the receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said John Mansfield Hoys this heirs & assigns forever, A certain lot of land situate in said Newbury port, containing forty rods more or less bounded as follows viz: Beginning at the South corner of said lot on High Street; thence running by said Street North forty two and one half degrees West eighty one feet two inches; thence by land this day sold to Samuel Tenney North forty six and one half degrees East one hundred forty one feet, two inches eight tenths; thence by my own land South forty two and one half degrees East seventy seven foot ten inches & one half, thence partly by land of Dorcy Tenney thence by land of Jos^{ph} Moulton South forty four and one half degrees West, one hundred forty one feet two inches eight tenths to the bound first mentioned. To have and to hold, the above granted premises to the said Hoys and his heirs & assigns, to his them use & behoof forever. And I do covenant with the said Hoys this heirs & assigns; that I am lawfully seized in fee of the above granted premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Hoys as aforesaid. And that I & my heirs will warrant & defend the same premises to the said Hoys this heirs & assigns forever, against the lawful claims and demands of all persons. In witness whereof I the said Moses & Mary Brown, wife of the said Moses in testimony of releasing for one dollar all my right & claim in the premises to the said Hoys this heirs & assigns forever, have hereunto set our hands & seals this first day of January in the year of our Lord, one thousand and eight hundred & six Moses Brown & seal

Signed sealed & delivered in presence of us, } Essex: Jan'y 19th 1806 These
Mr Pike. Mary Brown } the above
named Moses Brown & Mary Brown personally acknowledged the above instru-
ment to be their free act & deed before me
Mr Pike Just Peace

Essex: Rec^d Feb'y 11. 1806 & recorded & examined by John Pickering Reg^r

John Hoys
to
W. Brown
wit:
Essex: Reg^d Feb'y 17th 1811

Know all men by these presents, that I John Mansfield Hoys of Newbury port, in the County of Essex and State of Massachusetts, Merchant, in consideration of the sum of thirteen hundred & ninety three dollars seventy five cents to me in hand paid before the delivery hereof by Moses Brown of said Newbury port Merchant, the receipt whereof I do hereby acknowledge, have given, granted, bargained & sold, and do by these presents give, grant, bargain & sell & convey unto the said Moses Brown this heirs & assigns forever, A certain lot of land situate in said Newbury port, containing forty rods more or less bounded as follows viz: Beginning at the South corner of said lot on High Street; thence running by said Street North

Essex ss. June 8. 1822. Then the aforementioned Samuel Tenney and Debra Tenney personally acknowledged the aforesaid Instrument by them sealed to be their deed.

before me Richard Pike Justice of Peace

Essex ss. Received June 18. 1822. recorded and examined by Amos Choate Reg.

John M. Noyes
to
Samuel Tenney

(NO
Doubt)

Know all men by these Presents That I John Mansfield Noyes of Newburyport in the County of Essex and State of Massachusetts Merchant in consideration of the sum of six hundred and ninety six dollars and fifty cents paid me by Samuel Tenney of said Newburyport Esq. the receipt whereof I do hereby acknowledge do hereby give grant bargain sell and convey and confirm unto him the said Samuel Tenney and his heirs and assigns forever a certain lot of land situate in said Newburyport containing forty rods and one fourth of a rod more or less and bounded as follows viz beginning at the South corner of said lot on high street thence running by said street north forty two and an half degrees West about eighty one feet thence by said Tenney's land North forty six and an half degrees East one hundred and forty one feet two inches thence by Moses Brown's land South forty two and an half degrees East seventy seven feet ten inches thence partly by land of Debra Tenney and partly by land of John M. Channing South forty four and an half degrees West one hundred forty one feet two inches to the bounds first mentioned. To have and to hold the same with all the privileges and appurtenances to the same belonging to him the said Samuel Tenney and his heirs and assigns to his and their use and behoof forever and I do hereby for myself my heirs executors and administrators covenant and engage to and with the said Samuel Tenney his heirs and assigns that I am lawfully seized in fee of the premises that they are free of all incumbrances that I have good right to sell and convey the same in manner aforesaid and that I and my heirs will warrant and defend the same to him the said Samuel Tenney his heirs and assigns forever against the lawful demands of all persons and I Jane Noyes wife of the said John M. Noyes in consideration of one dollar paid me by said Tenney do relinquish my right of dower in the above granted premises. In Witness whereof we have hereunto set our hands and seals this twenty ninth day of April in the year of our Lord one thousand eight hundred and twenty two.

signed sealed and delivered John M. Noyes seal
Jane Noyes seal

in presence of us - - - } Essex ss. April 29. 1822. Then the aforementioned John
John Fitz } M. Noyes and Jane his wife personally acknow=
Samuel Noyes } ledged the aforesaid Instrument by them sealed
to be their deed. before me John Fitz Justice of the Peace

Essex ss. Received June 10. 1822. recorded and examined by Amos Choate Reg.

William Swan
to
Isaac Swan

Know all men by these Presents That I William Swan of Methuen in the County of Essex and Commonwealth of Massachusetts Gentleman in consideration of one hundred and two dollars paid by Isaac Swan of Methuen aforesaid yeoman the receipt whereof I do hereby acknowledge do hereby give grant sell and convey unto the said Isaac

132/10

of said John Pearson in consideration of one dollar paid me by said Samuel Tenney do hereby relinquish to him all my right of dower in the premises aforesaid. In witness whereof I have hereunto set my hand and seal this fourth day of May in the year of our Lord one thousand eight hundred and twenty two.

signed sealed and delivered _____ John Pearson seal
in presence of us _____ Hannah Pearson seal

Mary Pearson }
Richard Pike } } Essex ss. May 4. 1822. Then the aforesaid John Pearson and Hannah Pearson personally acknowledged the aforesaid instrument by them sealed to be their deed. Before me Richard Pike Just of Peace

Essex ss. Received June 18. 1822. recorded and examined by Amos Choate, Reg 230-10

Samuel Tenney to Hector Coffin

Know all men by these presents that I Samuel Tenney of Newburyport in the County of Essex and Commonwealth of Massachusetts in consideration of the sum of twenty two hundred dollars paid me by Hector Coffin of the same Newburyport Marines the receipt whereof I do hereby acknowledge do hereby give grant bargain sell and convey and confirm unto him the said Hector Coffin and his heirs and assigns forever a certain lot of land in Newburyport aforesaid containing twenty rods and one eighth of a rod more or less and bounded as follows viz beginning at the South corner of said lot on High Street thence running by said Street North forty two and a half degrees West forty feet and seven inches to land of Thomas Carter thence partly by land of Thomas Carter and partly by land of John D. Sitcomb North forty nine and an half degrees East one hundred and forty one feet and two inches to land of Moses Brown thence by land of said Moses Brown South forty two and an half degrees East thirty eight feet and eleven inches to my own land thence by my own land Southwesterly and running through the centre of the dwelling house standing on the premises one hundred and forty one feet and two inches to the bounds first mentioned together with the buildings thereon. To Have and To Hold the same with all the privileges and appurtenances to the same belonging to him the said Hector Coffin and his heirs and assigns to his and their sole use and behoof forever. And I do hereby for myself my heirs executors and administrators covenant and engage to and with the said Hector Coffin and his heirs and assigns that I lawfully seized in fee of the premises that they are free of all incumbrances that I have good right to sell and convey the same in manner aforesaid and that I and my heirs will warrant and defend the same to him the said Hector Coffin and his heirs and assigns forever against the lawful claims and demands of all persons. And I Deborah wife of said Samuel in consideration of one dollar received of said Hector Coffin do hereby relinquish to him all my right of dower in the premises. In Witness whereof we have hereunto set our hands and seals this eighth day of June in the year of our Lord one thousand eight hundred and twenty two.

signed sealed & delivered in presence of us _____ Samuel Tenney seal
Mary Ann Tenney Richard Pike } } Deborah Tenney seal
Essex

102

Tenney Side

1962 Philbrick T. Bennett Jr = Starr Bennett 4904-361

1958 Pawcat National Bk foreclosure 4627-385

104

102

1951 Katherine J. Clancy 3867-345
Louis Dyer 4352-313
4512-570

1934 William H. Brewster 2987-152
Mary B. Williams
heirs of
Allen Brewster + Ruth Brewster

1911 Allen + Ruth Brewster 2105-273

1894 Frances Coffin - Braster 1820-493

1887 Elizabeth Le B. Mills - G.H. 1431-488

Rudolph Jacoby → Mills 1200-31

1887 Aubin to Jacoby 1171-99

1886 ^{Mary Ann} Davenport to Aubin 649-74

1861 est of Moses Davenport - ^{Mary Ann} Davenport 629-64

363-198 - 2-4-46 Charles James - Moses Davenport

312-101 William Harvey to Charles James
1839

Joseph Harvey to William Harvey

10-20-1831 James Tilton to Joseph Harvey

1832 Samuel Tenney to Stephen Tilton 267-96

8-7-43 Annie Connolly - Lewis Dyer 3344-117

11-21-39 Mary O'Connell - Catherine Dawson 3200-54
straw Annie Connolly

6-2-27 Campbell Bussan ex Catherine Dawson 2723-588
frances Coffin Annie Connolly

5-3-89 Carrie Coker to Frances Coffin 1248-109

1887 Elizabeth Sparhawk to Carrie Coker 1248-106
widow

trustees to Sparhawk - Lucy + Frances 1122-102

507.121 Philip & Benjamin Harrod trustee - passage of Mt. Presbyterian Society
1855 Johnson of Napt

11-16-1872 Cushing to Thomas Sparhawk 871-123

James ^{Henry} Adams to Philip Johnson

1-27-51 Ellen Parker to James ^{Henry} Adams 440-45
et al
heirs of Phineas

4-22-30 Hector Coffin to Phineas Parker 287-287

1822 Hector Coffin from Samuel Tenney 1/2 230/10

Know all Men by these Presents, That I Philip Johnson
 son of Newburyport in the County of Essex and Commonwealth of
 Massachusetts Gentleman, in consideration of Two Thousand Dollars
 paid by Benjamin Barrod ^{of Newburyport, County of Essex, State of Mass.} Merchant, the receipt of which is hereby
 acknowledged, do hereby give, grant, bargain sell and convey unto
 the said Benjamin Barrod and his heirs, successors and assigns
 in trust to hold the same forever, for the use of the Pastor of the First
 Presbyterian Society in Newburyport as a parsonage house, but not
 subject in any manner or form to the control or direction of said
 Society or the Church therein except to appoint and nominate the
 trustee to hold the property as hereinafter Provided. The expense of re-
 pairs, taxes and insurance on said house and estate, to be borne
 by the said Pastor for the time being in lieu of rent for said house
 and upon the further trust that said Benjamin Barrod his heirs,
 successors and assigns, shall, whenever requested by the said First
 Presbyterian Society, at any legal meeting, convey said premises
 to such Person or Persons as said Society shall direct to be held by
 the Person or Persons to whom said conveyance shall be made upon
 the trusts and conditions above mentioned and set forth as the
 trusts upon which said Benjamin Barrod holds, and is to convey
 the said estate. In case it at any time happens that said Society
 shall be without a Pastor, or the Pastor shall decline to occupy
 said conveyed premises, the said trustee is to let the said estate
 while the Society is without a Pastor, or the Pastor declines to
 occupy, to a good tenant and after defraying expence of repairs,
 taxes, and insurance from the rent to hold the surplus if any,
 to be applied to subsequently accruing expences. In case it shall
 at any time happen that the before named Society shall cease to
 be a Presbyterian Society, the said estate shall revert to the follow-
 ing named persons, being the persons referred to in a bond given
 by me to Benjamin Barrod to convey the Premises hereinafter
 described and their heirs and assigns, and the Ladies and Gentle-
 mens Association in the First Presbyterian Society in Newburyport
 in

Philip Johnson
 son
 Newburyport 1st
 Presbyterian Socy
 Pastor

see
 B. 1097 2. 62.

see
 B. 1122 2. 1023

RELEASE
 TO Harry Cook
 John Baker
 TR.
 Debt
 to Spaulding

in proportion as the subscription of each is to the whole of the Purchase money of said estate, viz, Three thousand Dollars; as follows viz, to Isaac B. Boardman, Caleb Cushing, Elizabeth Cushing, William Graves, John Barrod, Ezra Lunt and Paul Simpson, who have each contributed the sum of One hundred Dollars, and James Caldwell, Phoebe Barrod, Harriet Sanborn, Moses Pettengell, Rufus Smith and Ebenezer Westman, who have each contributed the sum of Fifty Dollars, and said Ladies and Gentlemen Association in the First Presbyterian Society in Newburyport to which he contributed the sum of Two thousand Dollars — A certain lot of land with the dwelling house and other buildings thereon situate in said Newburyport; containing twenty rods and one eighth of a rod, and bounded as follows, viz: Beginning at the South corner of said lot on High Street by land of Moses Davenport, and thence running by said Street, Northwesterly, forty feet seven inches to land now of Otis (formerly of Hector Coffin) thence partly by said land partly by other land of said Otis (formerly of John B. Titcomb) North $49^{\circ} 30'$ east, one hundred forty one feet two inches to land of heirs of Moses Brown thence by said Brown's land South $42^{\circ} 30'$ east thirty eight feet seven inches to said Davenport's land, thence by said Davenport's land south westerly running through the centre of the partition wall which divides the dwelling house on the said premises from the dwelling house of said Davenport one hundred and forty one feet two inches to the bound or point begun at, it being the same estate which Ellen Parker and others conveyed to James B. Adams and James B. Adams conveyed to me. To have and to hold the above granted Premises with the Privileges and appurtenances thereto belonging to the said Benjamin Barrod as Intated as aforesaid, & his heirs successors and assigns to his and their use and behoof forever. And I the said (Philip) Johnson for myself and my Heirs, Executors and Administrators do covenant with the said Benjamin Barrod and his heirs, successors and assigns in trust that I am lawfully seized in fee of the above granted Premises;

that they are free from all incumbrances, that I have good right to sell and convey the same to the said Benjamin Barrod Trustee as aforesaid, and that I will and my Heirs, Executors and Administrators shall Warrant and Defend the same to the said Benjamin Barrod Trustee and his heirs, successors and assigns forever against the lawful claims and demands of all persons. And I Miriam S. Johnson wife of the said Philip in consideration of the premises do hereby release and forever relinquish to said Benj. Barrod Trustee and his heirs, successors and assigns all my right and Possibility of Power in the above described and granted Premises. In witness whereof, we the said Philip Johnson and Miriam S. Johnson (in token of relinquishment of dower as aforesaid have hereunto set our hands and seals this twelfth day of January in the Year of our Lord eighteen hundred and fifty five.

Signed, sealed and delivered

in presence of Sarah S. Johnson

Philip Johnson . . . seal

Miriam S. Johnson . . . seal

} Essex. ss. Newburyport January 12th 1855

Then personally appeared the above named Philip Johnson and acknowledged the above instrument to be his free act and deed;

before me Mark Hymons, Justice of the Peace.

Essex. ss. Rec^d Jan 27. 1855. 15. m. before 12 M. Rec^d & Exp^d by John Brown Esq.

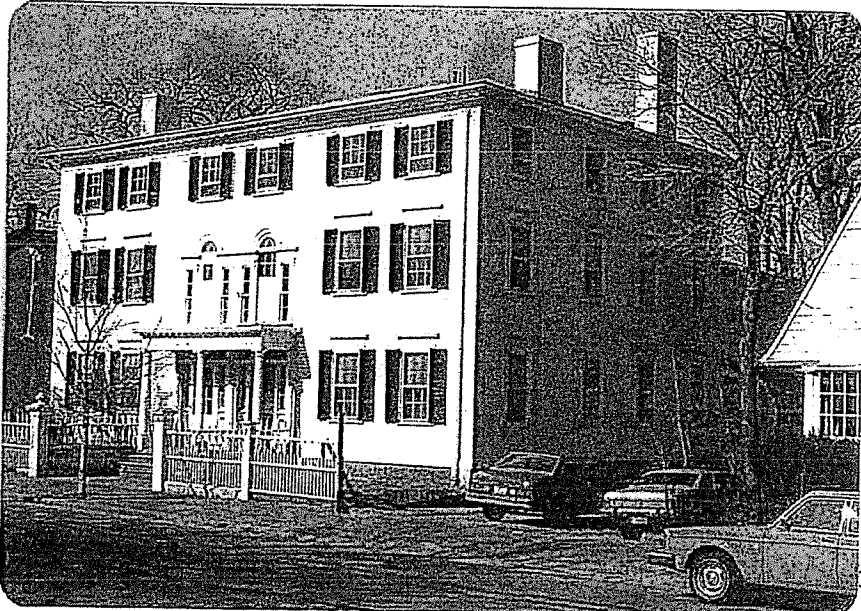
Know all Men by these Presents, that I John Newhall ^{John Newhall} of Lynn Afcoman in the County of Essex and State of Massachusetts ^{to} Foster Perkins. In Consideration of Two Hundred dollars paid by Foster Perkins of said Lynn Cordwainer the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said Perkins. A certain house lot situated in said Lynn, on a Court laid out by the said John Newhall, leading from Lewis Street, bounded and described as follows, viz; Easterly on the Court three Rods; - Southerly on land of said Newhall nine Rods and four links; - Westerly on land of Henry Wardwell three Rods; - and Northerly on land of said Newhall nine Rods and two links. Containing about one sixth of an Acre be the same more or less - said Perkins is to make and maintain a good ^{and}

EXHIBIT D

FORM B - BUILDING

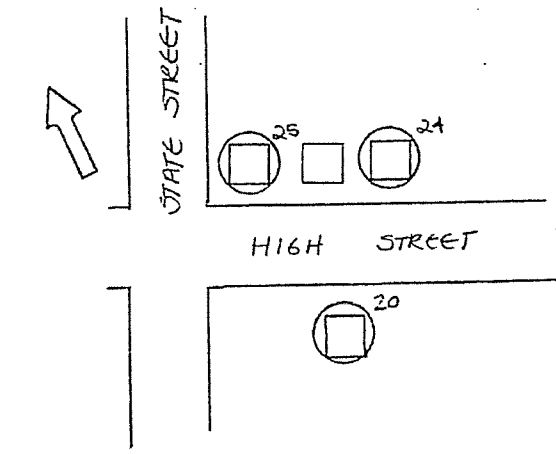
Area	Form no.
A	24

MASSACHUSETTS HISTORICAL COMMISSION
294 Washington Street, Boston, MA 02108



Newburyport
102-104 High Street
 Historic Name Tenny-Noves House
 Original Residence
 Present Residence
 Ownership: Private individual
 Private organization _____
 Public _____
 Original owner Samuel Tenney and
 John M. Noyes

Location in relation to cross streets and other buildings or geographical features. Indicate north.



DESCRIPTION:
 Date 1807
 Source Hale, "Old Newburyport Hses"
 Style Federal
 Architect Unknown.
 Exterior wall fabric Clapboards
 Outbuildings _____
 Major alterations (with dates) doors
altered, addition at rear (dates
unknown) balustrade above portico
removed (1970's)
 Moved _____ Date _____
 Approx. acreage 11,680 sq. ft.
 Setting on Newburyport's main thorough-
fare noted for its excellent examples
of domestic architecture dating from
the Colonial period through the early
20th Century.

Recorded by Mary Jane Stirgwolt
 Organization Office of Community
 Development
 Date 8-11-80

(Staple additional sheets here)

ARCHITECTURAL SIGNIFICANCE (describe important architectural features and evaluate in terms of other buildings within community)

This house is an elegant Federal double house which retains nearly all of its original architectural detail. The house has a typically Federal form of three stories with hipped roof and decreasing window size in the upper floors. The entrance portico with Doric entablature supported by Roman Doric columns is exceptional as are the Palladian windows above. The mutuled cornice and classically inspired window lintels are also worthy of note. The doorways were altered during the Greek Revival period and today they have the sidelights and oblong light above so typical of the Greek Revival style. Until very recently the portico had an excellent Federal balustrade quite similar

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

Samuel Tenney and John M. Noyes purchased this parcel of land in 1806 and built the double house shortly thereafter. Tenney then bought out Noyes.

Tenney was the town Treasurer in 1811 and 1812. He was vice-president of the Sabbath School and Trait Society organized to distribute religious tracts and give religious instruction to children. He was a member of the Merrimack Fire and Marine Insurance Company. He was secretary of the Institution for Savings. Tenney owned an interest in several vessels including the Schooner "Nancy" built in 1785.

In 1851 Moses Davenport owned one half of the house and Mrs. Phinias Parker owned the other. Davenport was a prominent merchant and with his brother Anthony, was one of the proprietors of Newburyport's famed Wolfe Tavern.

In 1872 the eastern half of the house was owned by Mrs. Joshua Aubin and 104 High Street was owned by the Old South Church and was used as the parsonage.

In this century the house has been owned by Mrs. Charles H. Coffin, and Ruth E. Brewster among others.

Today the house has six dwelling units.

BIBLIOGRAPHY and/or REFERENCES

- J.J. Currier, History of Newburyport 1764-1905, vols. I and II, reprint, Newburyport 1977.
R.Cheney, History of Merrimac River Shipbuilding, Newburyport, 1964.
.1851 Plan of Newburyport, Mass. H. McIntire
1872 Map of the City of Newburyport, Mass. D.G. Beers and Co.
1851, 1871 City Directories
A. Hale, Old Newburyport Houses, Boston, 1912.
J.M. Howells, The Architectural Heritage of the Merrimack, New York, 1941.

20M-2/80

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

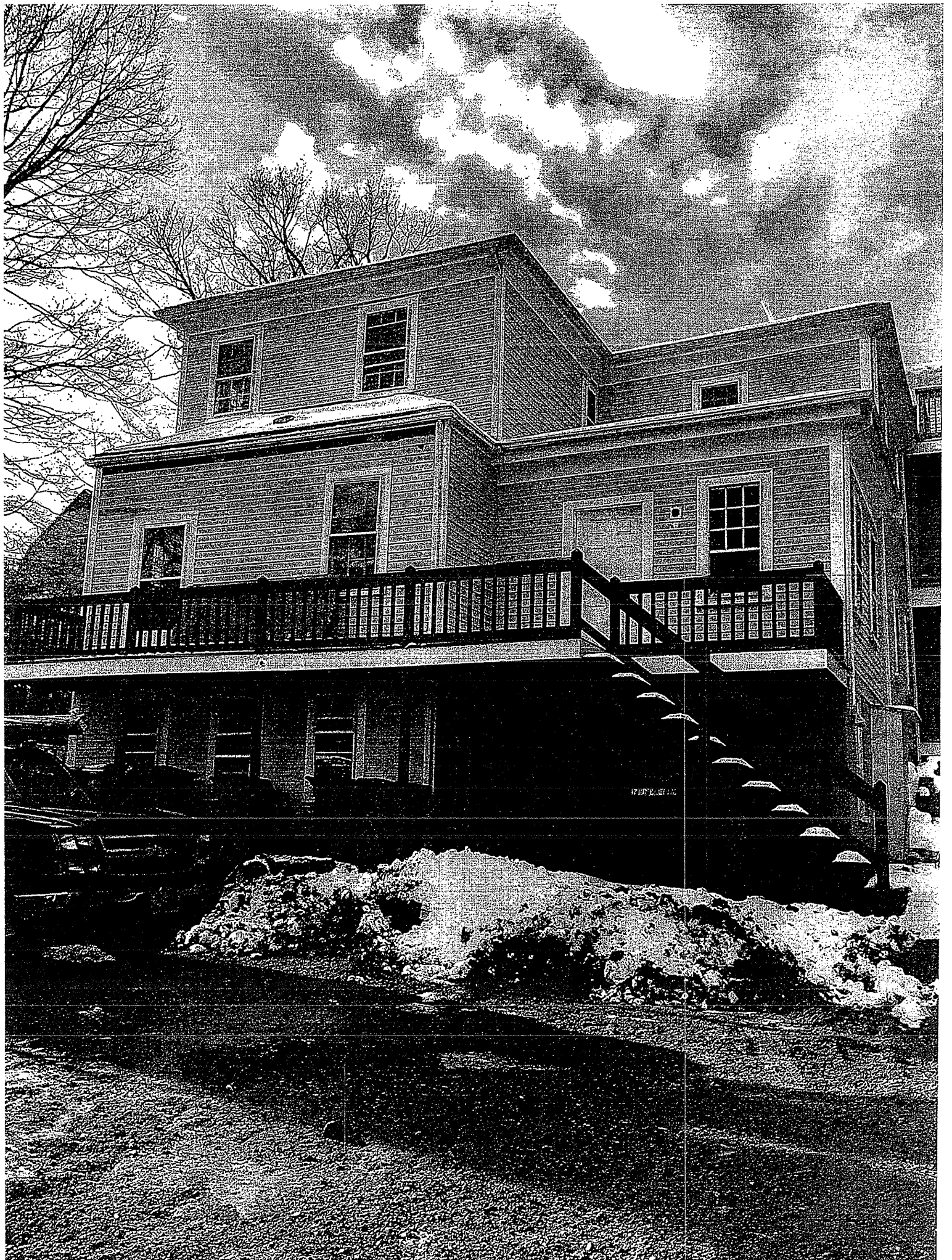
Community: Newburyport	Form No: 24
Property Name: Tenny-Noyes House	

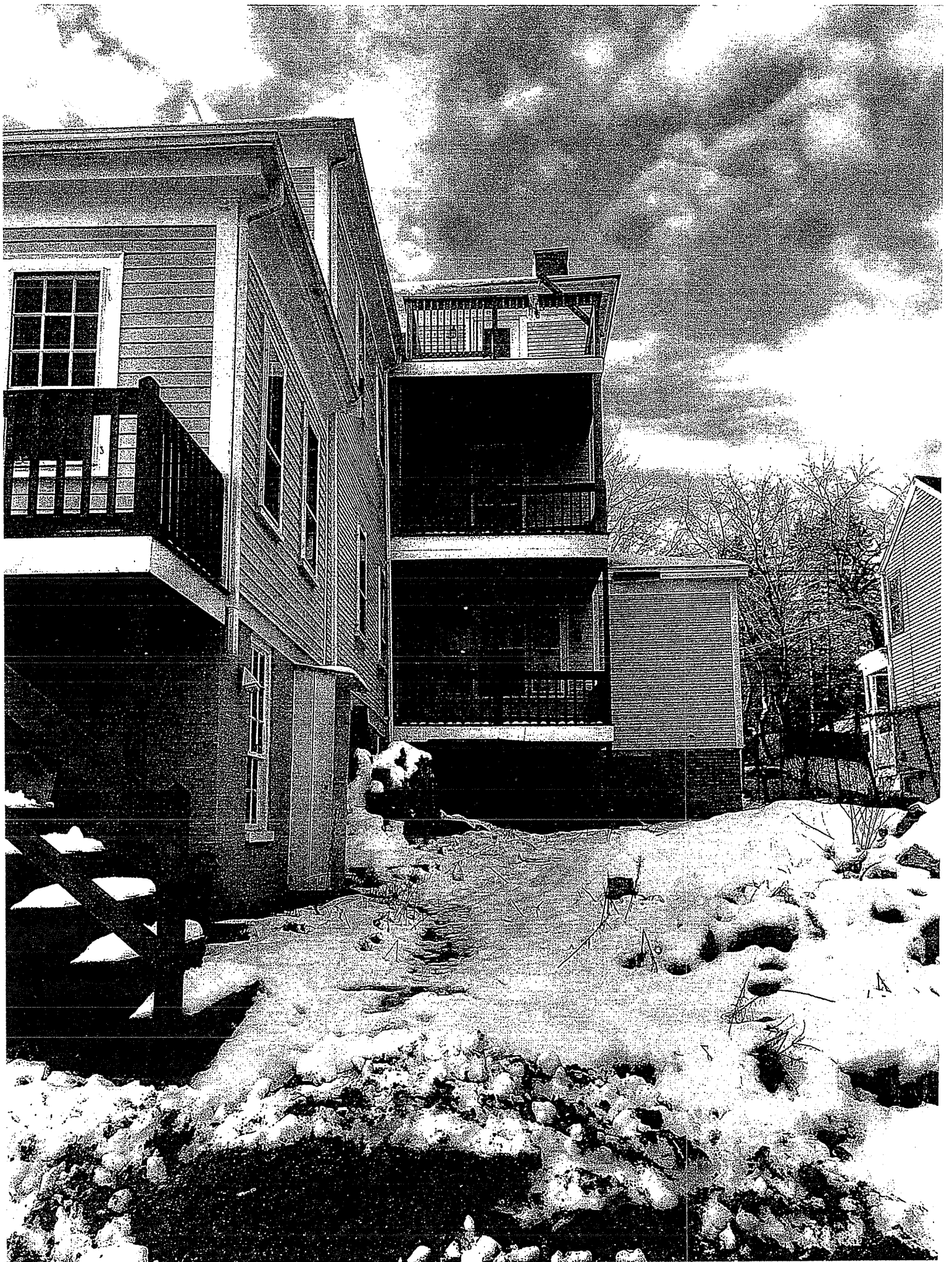
Indicate each item on inventory form which is being continued below. ^{102-104 High Street}

ARCHITECTURAL SIGNIFICANCE (CONTINUED)

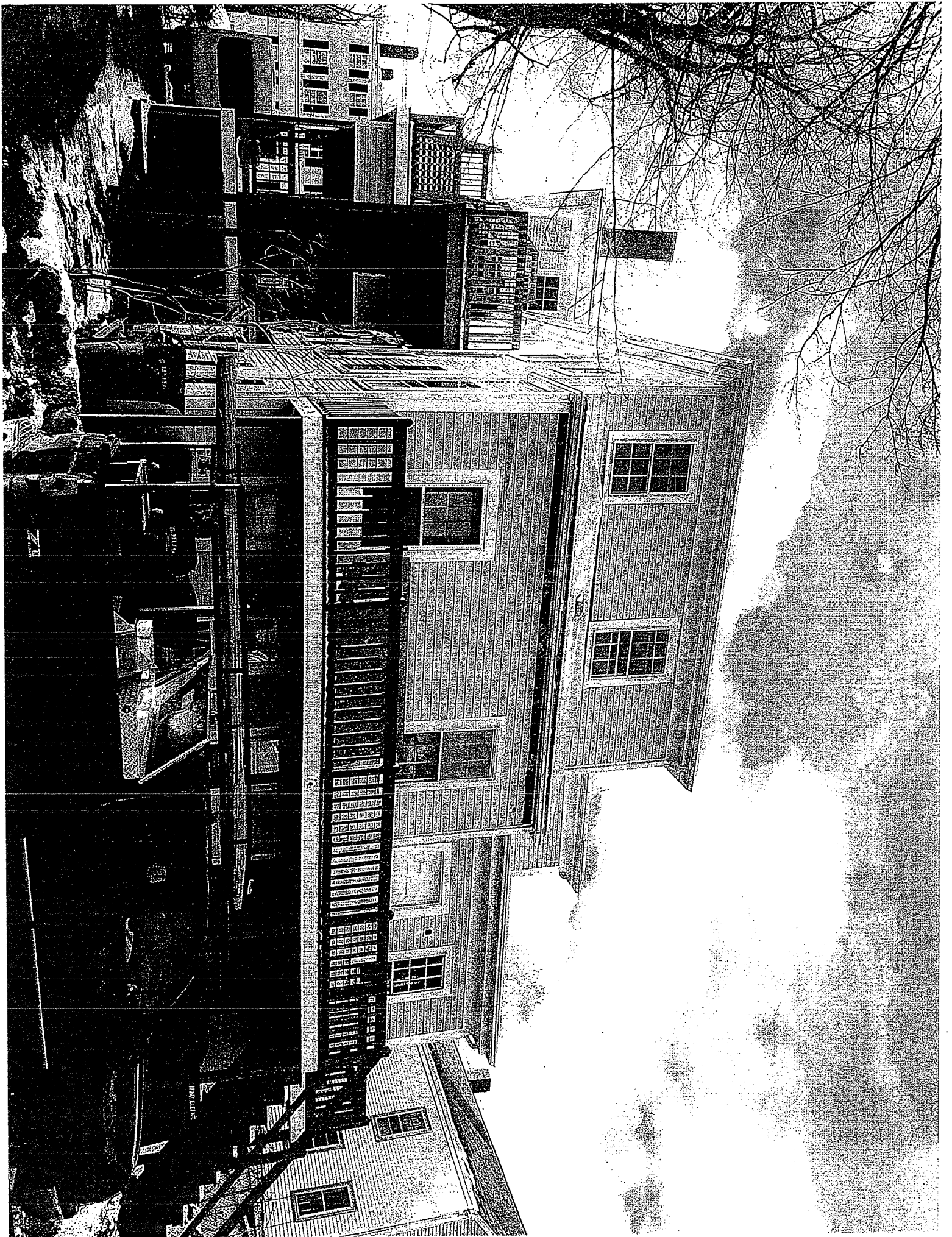
to that at 96 High Street.

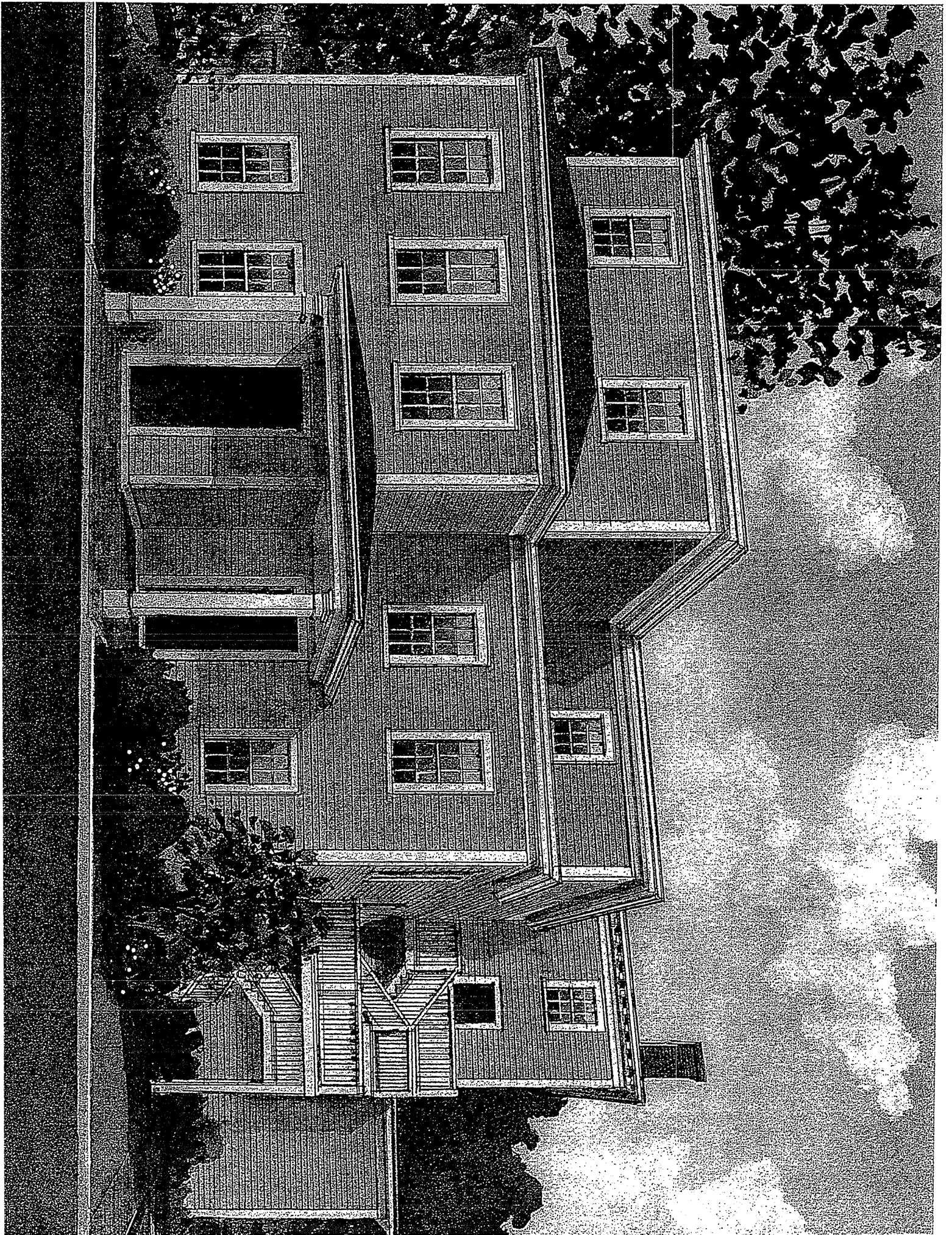
Staple to Inventory form at bottom

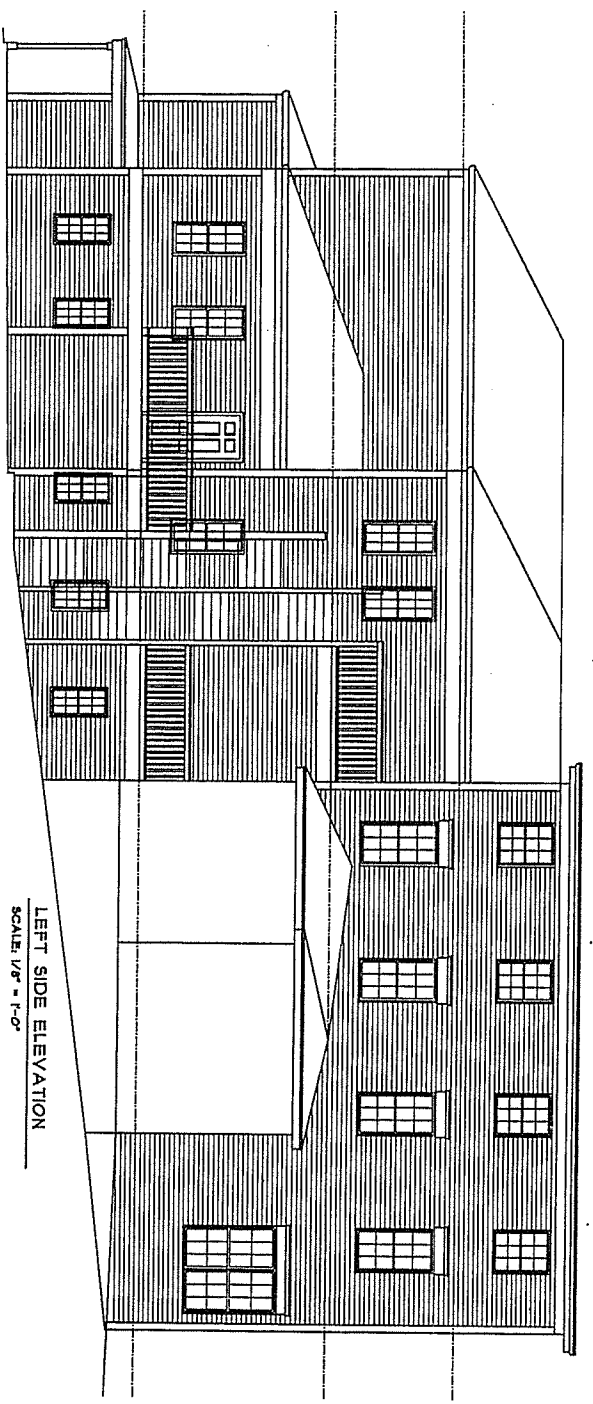




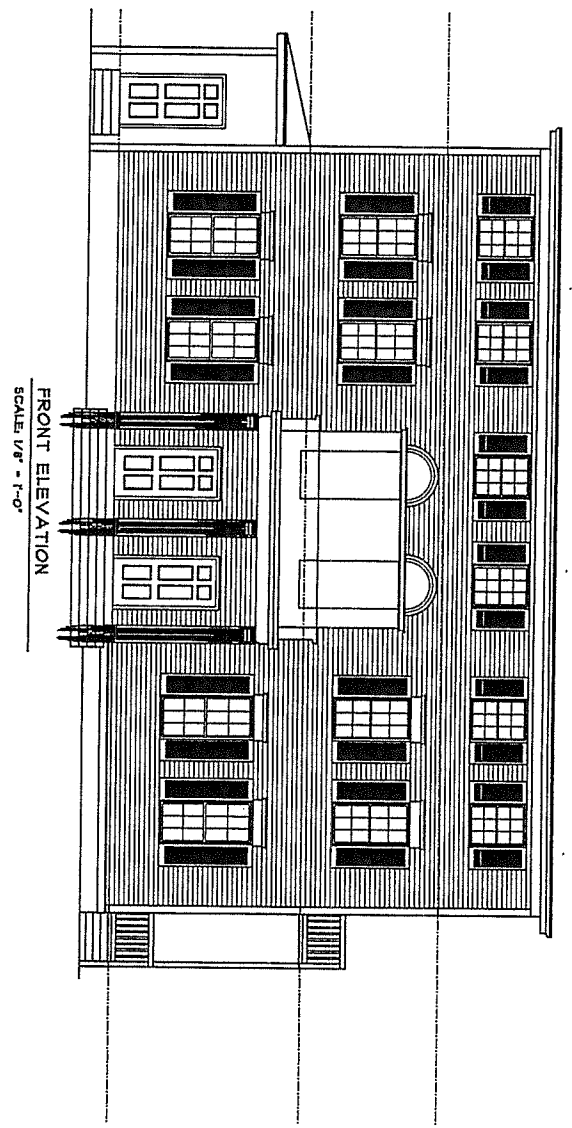




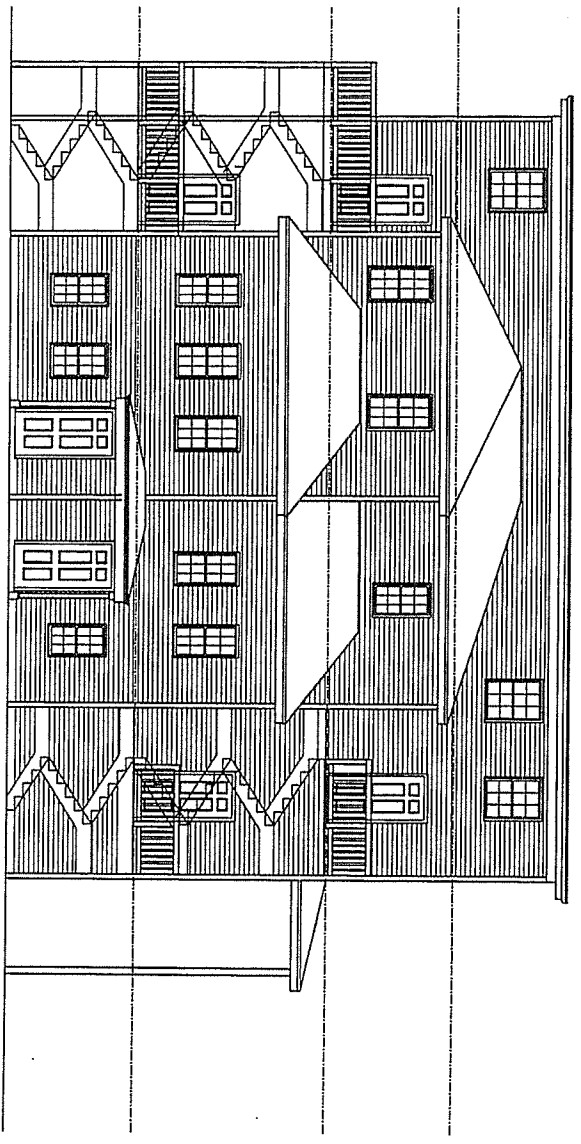




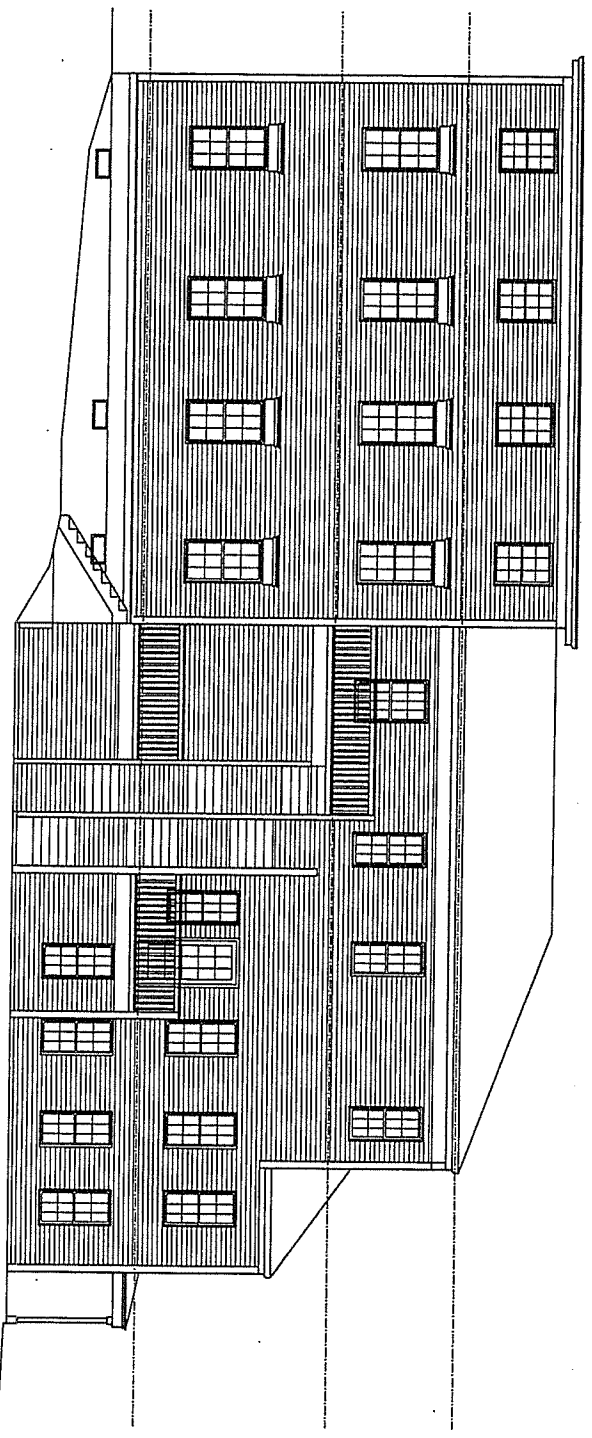
LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



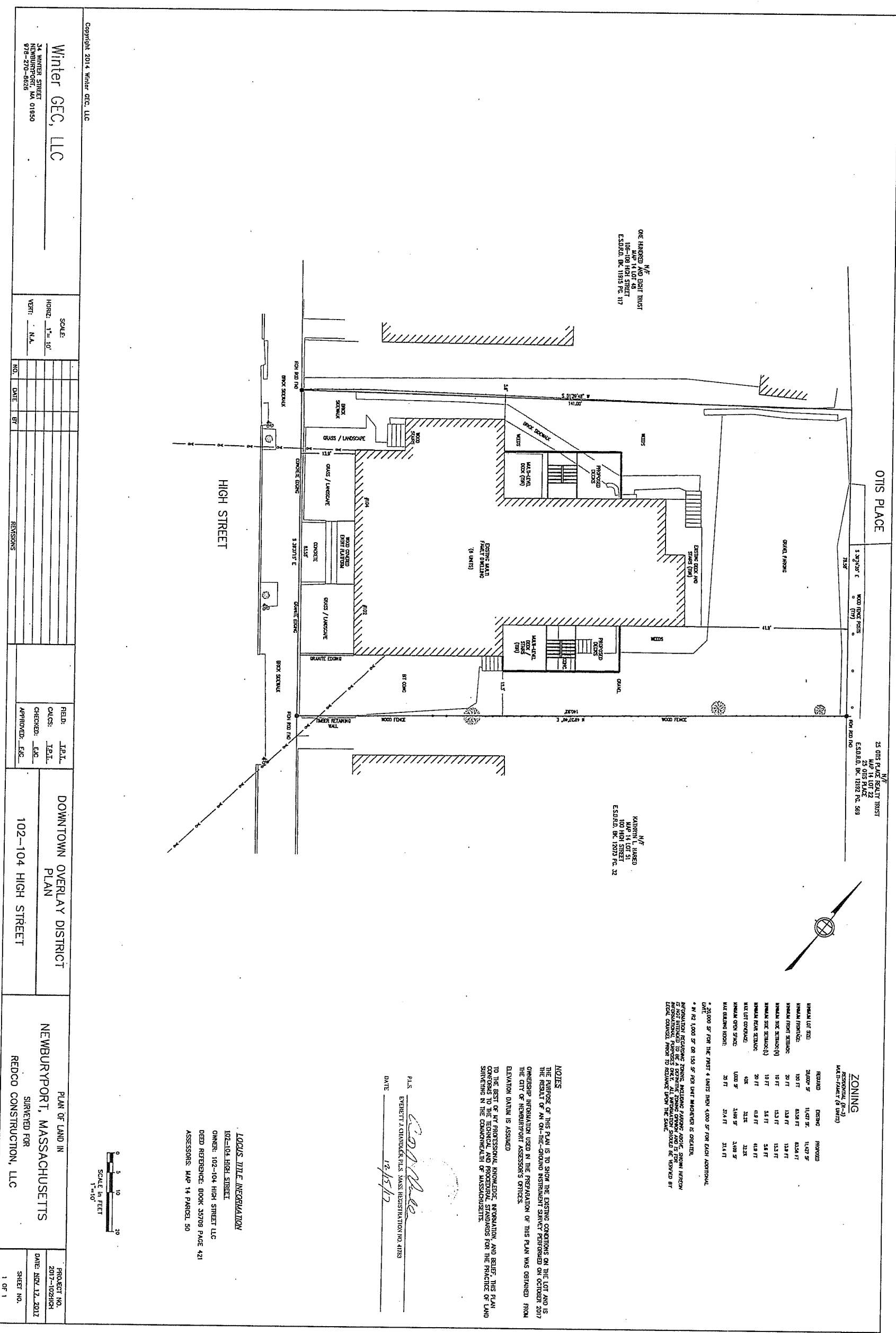
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



REAR ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



ZONING
RESPONSIBLE (P-2)
MAY BE USED FOR OTHER

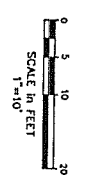
	REQUIRED	DESIGN	PROPOSED
MINIMUM LOT SIZE	20,000 SF	11,427 SF	11,427 SF
MINIMUM FRONT YIELD	150 FT	62.58 FT	62.58 FT
MINIMUM FRONT SETBACK	20 FT	12.8 FT	12.8 FT
MINIMUM SIDE SETBACK(S)	10 FT	12.3 FT	12.3 FT
MINIMUM REAR SETBACK(S)	10 FT	5.6 FT	5.6 FT
MINIMUM REAR SETBACK	20 FT	42.8 FT	42.8 FT
MINIMUM OPEN SPACE	400 SF	21.5%	21.5%
MINIMUM OPEN SPACE	3,199 SF	3.09%	3.09%
MINIMUM BALANCE	20 FT	21.4 FT	21.4 FT

* 20,000 SF FOR THE FIRST 4 UNITS THEN 4,000 SF FOR EACH ADDITIONAL UNIT.
 * AT NO LEAST 5' OR 100 SF PER UNIT WHICHEVER IS GREATER.
 ** APPROXIMATE REQUIRED ZONING INCLUDING PARKING ASPECT. SHOULD BE VERIFIED WITH LOCAL REGULATORY AGENCIES. ALL REGULATIONS SHOULD BE REVIEWED AT LOCAL GOVERNMENT LEVEL PRIOR TO RELIANCE UPON THE SCALE.

NOTES
 THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING CONDITIONS ON THE LOT AND IS THE RESULT OF AN ON-THE-GROUND INSTRUMENT SURVEY PERFORMED ON OCTOBER 2017 OWNERSHIP INFORMATION USED IN THE PREPARATION OF THIS PLAN WAS OBTAINED FROM THE CITY OF NEWBURYPORT ASSESSOR'S OFFICES.
 ELEVATION DATA IS ASSUMED
 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, REFORMATION, AND BELIEF, THIS PLAN CONFORMS TO THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING BY THE BOARD OF SURVEYORS OF MASSACHUSETTS.

P.L.S. *Errett J. Chiniquaud*
 ERRETT J. CHINQUAUD'S MASS REGISTRATION NO. 4178
 DATE 12/15/17

LOCAL TITLE INFORMATION
 102-104 HIGH STREET
 OWNER: 102-104 HIGH STREET LLC
 DEED REFERENCE: BOOK 35708 PAGE 421
 ASSESSORS: MAP 14 PARCEL 50



Copyright 2014 Winter GEC, LLC
Winter GEC, LLC
 24 WINTER STREET
 NEWBURYPORT, MA 01850
 978-270-8626

SCALE:
 HORIZ. 1" = 10'
 VERT. N/A

NO.	DATE	BY	REVISIONS

PREP. J.P.L.
 CALC. J.P.L.
 CHECKED: E.C.E.
 APPROVED: S.F.C.

DOWNTOWN OVERLAY DISTRICT PLAN
 102-104 HIGH STREET

PLAN OF LAND IN
 NEWBURYPORT, MASSACHUSETTS
 SURVEYED FOR
 REDCO CONSTRUCTION, LLC

PROJECT NO.
 2017-102HIGH
 DATE: NOV. 12, 2017
 SHEET NO.
 1 OF 1