

**City of Newburyport PLANNING BOARD**  
**Application for a SPECIAL PERMIT for NON-CONFORMITIES**

Petitioner: Redco Construction, Inc. c/o Lisa Mead, Esq.

Mailing Address: Mead, Talerman & Costa, LLC, 30 Green St., Newburyport, MA 01950

Phone: (978) 463-7700 Email: lisa@mtclawyers.com

Property Address: 132 High Street, Newburyport, Massachusetts

Map and Lot(s): Map 13, Lot 19 Zoning District: R-3

Book and Page(s): Book 36678, Page 182

Owner(s) Name: Christopher B. Cronin, as Trustee of the 132 High Street Realty Trust

Mailing Address (if different): 76 State Street, Newburyport, Massachusetts 01950

This request for a Special Permit for Non-Conformities is made under section(s):

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Extension or Alteration (IX.B.2) | <input checked="" type="checkbox"/> Over 500 s.f. increase (IX.B.3.c) |
| <input type="checkbox"/> Parking                                     | <input type="checkbox"/> Rear Yard                                    |
| <input type="checkbox"/> Upward Extension                            | <input type="checkbox"/> Lot Coverage                                 |
| <input type="checkbox"/> Open Space                                  | <input type="checkbox"/> Side Yard                                    |
| <input type="checkbox"/> Height                                      | <input type="checkbox"/> Lot Frontage                                 |
| <input type="checkbox"/> Lot Area                                    | <input type="checkbox"/> Front Yard                                   |

(Refer to the Zoning Review form as supplied by the Zoning Administrator)

Description of request:

Alteration of preexisting non-conforming structure by renovation and addition.

All information contained within this application will become a formal part of the Planning Board's proceedings and decision.

**City of Newburyport PLANNING BOARD**  
**Application for a SPECIAL PERMIT for NON-CONFORMITIES**

	Lot s.f.	Open Space %	Lot Coverage %	Height	Frontage	Parking Spaces	Front Setback	Side A Setback	Side B Setback	Rear Setback
Existing	7,149	13.56%	35.7%	31.4	65	9	9.4	4.3	9.6	50.1
Proposed	7,149	13.56%	38.3%	31.4	65	9	9.4	4.3	9.6	50.1
Required	10,000	40%	40%	35	120	10	20	10	10	20

**Existing Buildings:**

Ground Floor Sq. Feet	# of Floors	Total Sq. Feet	Use Code of Building**
1,896	3	4831	405
_____	_____	_____	_____
_____	_____	_____	_____

**Proposed Buildings:**

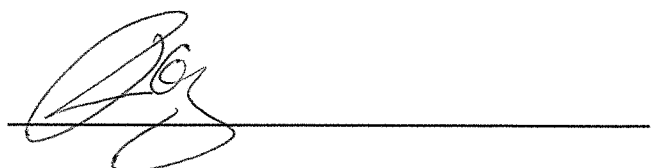
Ground Floor Sq. Feet	# of Floors	Total Sq. Feet	Use Code of Building**
2076	3	5371	103
_____	_____	_____	_____
_____	_____	_____	_____

\*\*Reference Dimensional Code numbers and uses from the Zoning Ordinance. (e.g. – 101 = single family, 102 = two-family, etc.)

Any advice, opinion, or information given by any board member or any other official or employee of the City of Newburyport shall not be binding on the Planning Board. Every application for a Planning Board Special Permit for Non-Conformities must be made on this form, which is the official form of the Planning Board. It shall be the responsibility of the petitioner to furnish all supporting documentation with this application. The dated copy of this application received by the City Clerk or Planning Office does not absolve the petitioner from this responsibility. The petitioner shall be responsible for all expenses for the filing, publication, and legal notification. Failure to comply with the application requirements as cited herein and in the Planning Board Rules and Regulations may result in the Planning Board dismissing the application as incomplete.

Petitioner's and Owner's signature(s):





**City of Newburyport Planning Board**  
**Application for a DOD SPECIAL PERMIT**

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Petitioner: Redco Construction, Inc. c/o Lisa Mead, Esq.  
Address: Mead, Talerman & Costa, LLC, 30 Green St., Newburyport, MA 01950  
Phone: (978) 463-7700  
Email: lisa@mtclawyers.com  
Owner: Christopher B. Cronin, as Trustee of the 132 High Street Realty Trust  
Address: 76 State Street, Newburyport, Massachusetts 01950  
Phone: \_\_\_\_\_

Site Address: 132 High Street, Newburyport, Massachusetts  
Assessor's Map and Lot(s): Map 13, Lot 19 Zoning District: R-3  
Book and Page #: Book 36678, Page 182 or Certificate of Title: \_\_\_\_\_

The applicant is requesting a Special Permit under Section XXVII – Downtown Overlay District (DOD) for the following request:  
Alteration of preexisting non-conforming structure by renovation and addition.

The following information was submitted to the Newburyport Historical Commission at least 21 days prior to submission to the Planning Board:

- A copy of the District Data Sheet or the MHC survey form for the subject property that was prepared in connection with the Newburyport Historic District: <http://www.cityofnewburyport.com/historical-commission/pages/historic-property-surveys>
- Copies of historic (if any) and current photographs of the relevant elevations, exterior architectural features, and structural members.
- Architectural plans, elevations, or renderings depicting the proposed new construction, demolition, or alteration.
- Photos of adjacent structures or setting.

Petitioner and Landowner signature(s):  
Signature   
Print or type above name(s) here Christopher B Cronin - Trustee



Mead, Talerman & Costa, LLC  
Attorneys at Law

30 Green Street  
Newburyport, MA 01950

Phone 978.463.7700  
Fax 978.463.7747

www.mtclawyers.com

July 16, 2018

By Hand

Bonnie Sontag, Chair  
Planning Board  
City of Newburyport  
City Hall  
60 Pleasant Street  
Newburyport, Massachusetts 01950

Re: Downtown Overlay District Special Permit to Alter a Pre-existing  
Non-conforming Structure; 132 High Street, Newburyport, MA  
(the "Property"); Assessor's Map: 13 Lot 19

Dear Chair and Members of the Board;

Reference is made to the above-captioned matter. In that connection, this firm represents Redco Construction Inc. (the "Petitioner"), relative to the renovation of a preexisting non-conforming structure (with preexisting non-conforming mixed use) on the Property which is a pre-existing non-conforming lot. The Property is in the R-3 and Downtown Overlay Districts as established by the Newburyport Zoning Ordinances (the "NZO").

The current structure on the Property is non-conforming for: lot area, frontage, both side yard setbacks and lot area. Petitioner propose to abandon the preexisting non-conforming commercial use of the structure for professional offices but continue the preexisting non-conforming multifamily use of the structure with the same number of units. It is the Petitioner's intention to renovate and add a small infill addition onto the residence. See site plan attached as **Exhibit A**.

The proposed renovated structure will not change the front setback non-conformity, nor the frontage, front yard or lot area non-conformity. The proposed renovated structure will not change the side yard setback nonconformities and will not create a rear yard setback non-conformity or a non-conformity with regard to building height. The lot coverage will increase from 35.7% to 38.3%, but will remain below the allowable 40%. The R-3 district requires 40% open space, the open space will remain unchanged at 13.56%.

The Property is located in the Downtown Overlay District. The structure at 132 High Street was built in or about 1855 to 1895 by Charles M. Hodge. See submission to Historical Commission attached as **Exhibit B**. 132 High Street is an,

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*Millis Office*

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

Italianate/Queen Anne mixed-use structure and is listed as contributory on the City of Newburyport Historic Register list. The Petitioner proposes to add two 2 ½ story infill additions at the rear of the structure, the infill areas are located on the sides of a recently-added stairway which provides ingress to and egress from the units in the structure. See existing and proposed plans and elevations attached as **Exhibit C**.

### **Downtown Overlay District Special Permit**

Section XXVII requires that the Petitioner meet the criteria set forth therein as well as the general special permit criteria under section X-H(7) of the NZO.

The Petitioner proposes an alteration that does not fall within any of the exceptions set out in Section XXVII-E, and so the Petitioner will require a Downtown Overlay District Special Permit (“DOD special permit”). Petitioner also requires a special permit to modify the pre-existing non-conforming structure in accordance with section IX-B(2)(B) of the NZO because there is an alteration to a pre-existing non-conforming structure and the square footage will increase by 540.6 sq. ft. (See accompanying Special Permit for Non-Conformities Application and there will be a change of use, albeit, less non-conforming). Pursuant to section XXVII, given the location of the Property in the Downtown Overlay District, the Planning Board is the Special Permit Granting Authority for both special permits.

As seen on the attached architectural plans the alteration is compatible with the existing historic buildings and structures within the Downtown Overlay District (“DOD”). Under these plans several of the existing historical features of the structure which were lost will be restored, and historical exterior features will be carried around the sides and the rear. The structure’s exterior will be changed to match existing historical features, but all changes to the building will be reversible as set out in section XXVII-F-5. The structure was renovated in or around 1980 following fire damage. Many of the windows in the structure do not match historical windows in size, shape, or form. The rear and sides of the structure will gain window openings that match historical window sizes, and other non-matching openings will be removed. The rooflines and doors will be made consistent with the original structure. Other historical aspects such as the Italianate awning will be carried around the structure. The alteration to the structure is infill and cannot be seen from a public way and further will not create additional dimensional nonconformities. The setting of this contributing structure within the DOD is consistent with the existing house. The alteration is designed to be compatible with the size, scale, height, color, material, and character of the original structure at 132 High Street and to be consistent with the setting within the DOD.

The Historic Commission has approved the proposed architectural element changes at their meeting of July 11, 2018. However, the Commission requested that all of the windows be 2 over 2 which they determined was more reflective of the age and style of the structure. You will see those changes have been incorporated into the attached drawings. Please note however, there are several windows on the front façade that are too narrow to accomplish the 2 over 2 without an odd result. These windows have been left as 1 over 1. The Applicant will be returning to the Historic Commission for their review of this change. Further, you will see in the attached cut sheet and information provided to the Historic Commission, the proposed windows will be Marvin Integrity Historic windows.

Great care has been taken to assure that the trim, molding, gutters, sheathing, doors, and windows are consistent with the historical aspects of the existing structure. The infill additions are no taller than the existing structure. These infill additions at the rear of the structure are difficult to see from the street, if at all, but the proposed changes will markedly improve the visual appearance of the rear of the structure. In particular a recently-added covered stairway does not fit the rest of the structure. This stairway will be covered with new sheathing that matches the rest of the structure and, through the infill addition, will be visually incorporated into the rest of the structure.

Section XXVII-F also requires that the “general conditions” for the issuance of a special permit set out in Section X-H (7) of the Newburyport Zoning Ordinance must also be met for the DOD Special Permit to issue. Below each requirement under Section X-H (7) is set out with the reason that this application meets such requirement.

1. The use requested is listed in the table of use regulations or elsewhere in the ordinances [as] requiring a special permit in the district for which application is made or is similar in character to permitted uses in a particular district but is not specifically mentioned.

The Property is located in the Downtown Overlay District and in the R-3 zoning district. Multifamily use is permitted by special permit in the R-3 zoning district. The proposed changes to the structure which are the subject of the DOD Special Permit do not affect the use of the structure.

2. The requested use is essential and/or desirable to the public convenience or welfare.

The proposed changes to the structure are essential and desirable as they restore certain historic architectural aspects of the Property lost due to fire and/or modifications without consideration of the historic aspects of the structure. The infill, difficult to see from a public way, is proposed to be done in a manner which does not impact the street scape view of the structure.

3. The requested use will not create undue traffic congestion, or unduly impair pedestrian safety.

The proposed changes to the structure will not increase or intensify the use in the structure and therefore there will be no change with regard to traffic or pedestrian safety as a result of the proposed changes

4. The requested use will not overload any public water, drainage or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the city will be unduly subjected to hazards affecting health, safety or the general welfare.

The existing structure contains six (6) residential units and two (2) office spaces, the residential units collectively have ten (10) bedrooms, and the office spaces have a bathroom for use by the professionals and their guests, thereby impacting the city water and sewer system with approximately over 1,320 gallons per day of water and sewer usage, the renovated structure will have twelve (12) bedrooms and no office space. Therefore, there will be no a negligible change to the impact on the public infrastructure. The public systems will not be overloaded and nothing about the use on site will pose a hazard to the public health of safety.

5. Any special regulations for the use, set forth in the special permit table are fulfilled.

There are none.

6. The requested use will not impair the integrity or character of the district or adjoining districts, nor be detrimental to the health or welfare.

The proposed changes to the exterior of the structure will make the structure more consistent with the historic structures on the street. The DOD has as its basis the preservation of existing structures, and the preservation of this structure and use in the manner proposed is consistent with the zoning district and the integrity and character of the neighborhood. The current structure includes improvements which are not consistent with the historic nature of the

structure. These improvements will be modified to attempt to regain some of the original scale and detail of the structure. The proposed changes are consistent with the neighborhood generally and will not impair the integrity or character of the district or adjoining districts.

7. The requested use will not, by its addition to a neighborhood, cause an excess of that particular use that could be detrimental to the character of said neighborhood.

The proposed changes to the structure which allow the continued multifamily use are the same and the abandonment of the mixed use of the structure is consistent with the neighborhood and the vicinity generally. The restored structure and continued use of the Property as a six-unit multifamily residence will not cause an excess of this particular use or be detrimental to the neighborhood where such uses are presently allowed under the NZO.

8. The proposed use is in harmony with the purpose and intent of this ordinance.

The proposed changes as noted on the plans is in harmony with the purpose and intent of the DOD. This multifamily use is a pre-existing non-conforming use and retaining this structure and use is consistent with the DOD. Abandoning the mixed use of the structure is also consistent with the NZO. Therefore, permitting the proposed structural changes is in harmony with the purpose and intent of the Ordinance.

9. The proposed use shall not be conducted in a manner so as to emit any dangerous, noxious, injurious or otherwise objectionable fire, explosion, radioactive or other hazard, noise or vibration, smoke, dust, odor or other form of environmental pollution.

The renovation and thereafter use of a multifamily structure will not itself create hazardous materials and transmissions. The proposed construction will be completed in a manner that is not dangerous, noxious, or injurious, and it will not emit, noise, vibration, smoke, dust or odor or other form of environmental pollution

As a result, the Petitioner states that the Board can find that the proposed change will be consistent with the existing house at 132 High Street, and will be consistent with the setting within the DOD, and should find that a DOD special permit should issue to allow the construction as proposed.

### **Special Permit for Non-Conformities**

Section IX-B(2)(B) Special Permit to Modify a Pre-existing Non-Conforming Structure or Use other than a single or two-family structure.

The Planning Board under the DOD also sits as the Special Permit Granting Authority to determine if a special permit for non-conformities shall be issued. The Petitioner must show:

- (1) That there will be no intensification or extension of an existing nonconformity or the addition of a new nonconformity; and
- (2) That the proposed change will not be substantially more detrimental to the neighborhood than the existing nonconforming structure or use.

Here, the Petitioner has shown there will be no extension or intensification of any existing dimensional non-conformities. Additionally, the Petitioner has shown that the non-conforming use will be reduced as the office space use will be eliminated and the residential use continued in the same number of units and therefore there will be fewer overall units in the structure with a less intense use. Therefore, the first criteria is satisfied.

Next, the Board must determine if the change will be substantially more detrimental to the neighborhood than the existing non-conforming use and structure. Here, as noted, the proposed structural changes essentially repair and restore changes that have occurred in the past which are not necessarily historically appropriate. The proposed change in the rear of the structure is in an area which already had been modified and cannot easily, if at all, be seen from the street. The change to the use actually brings the use more in line with the residential character of High Street. While there are several commercial uses in the area, predominately, the High Street streetscape is residential. It is the outlier which is commercial. Here, the proposed structural changes that accommodate the change in the non-conforming use are not substantially more detrimental to the neighborhood than the existing use. The use will be fully residential, the architecture is in keeping with the neighborhood and consistent with the High Street streetscape. Indeed, the requested changes bring the structure more in line with the age of the structure and its setting on High Street.

Therefore, the Petitioner is of the position that the Board can find that the proposed changes to the non-conforming structure and use will include no intensification or extension of an existing nonconformity or the addition of a new nonconformity and are not substantially more detrimental to the neighborhood than the existing structure and use.

Respectfully submitted,  
Redco Construction Inc.,  
By its Attorney

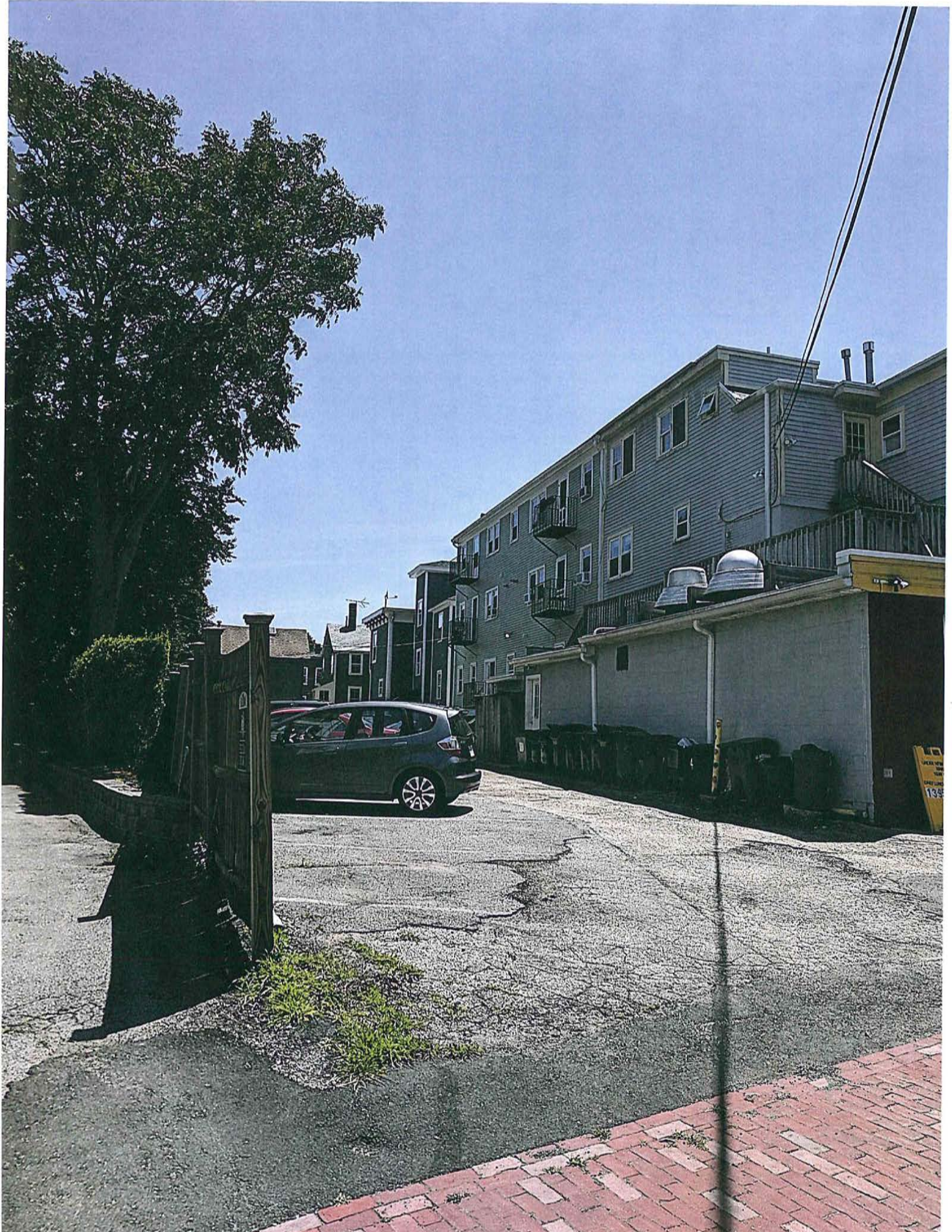
A handwritten signature in blue ink, appearing to be 'Lisa L. Mead', written over a horizontal line.

Lisa L. Mead

Attachments  
cc: Client







**ZONING:**

RESIDENTIAL 3 (R3)  
USE 103  
DOWNTOWN OVERLAY  
DISTRICT (DOD)

**REQUIRED:**

LOT AREA=20,000SF  
FRONTAGE=120'  
MIN. FRONT SETBACK=20'  
MIN. SIDE SETBACK=10'  
MIN. REAR SETBACK=20'  
BUILDING HEIGHT=35' MAX  
LOT COVERAGE=40% (BLDGS ONLY)  
OPEN SPACE=40%

**EXISTING:**

7,149 SF±  
65.0'  
9.4'  
(L)4.3' / (R)9.6'  
50.1'  
31.4'±  
35.7%  
13.56%

**PROPOSED:**

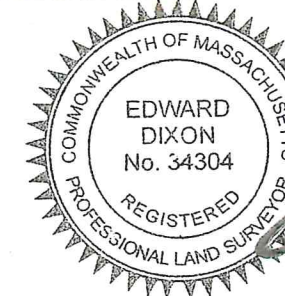
7,149 SF± N.C.  
65.0' N.C.  
9.4' N.C.  
(L)4.3' / (R)9.6' N.C.  
50.1' N.C.  
31.4'± N.C.  
38.3%  
13.56% N.C.

**NOTES:**

1. FIELD SURVEY PERFORMED: MAY 2, 2018.
2. THIS PLAN IS PREPARED FOR OUR CLIENT USE ONLY FOR THE SPECIFIC PURPOSE OF OBTAINING PERMITS AND LOCAL APPROVALS, AND IS NOT TO BE USED OR RELIED UPON AS A CONSTRUCTION DOCUMENT OR ANY OTHER USE BY OTHERS WITHOUT THE WRITTEN CONSENT OF HANCOCK ASSOCIATES.
3. PROPOSED ARCHITECTURE DESIGN BY GRAF ARCHITECTS.
4. THE ENTIRETY OF THE SUBJECT PROPERTY LIES IN ZONE "X" DEPICTED ON FEMA MAP 25009C0136G WITH AN EFFECTIVE DATE OF JULY 16, 2014

I HEREBY CERTIFY THAT:

THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY AND PRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.  
I FURTHER CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR THE NEW WAYS ARE SHOWN AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN.



*[Signature]*  
PROFESSIONAL LAND SURVEYOR DATE 7-9-18



MAP 13  
LOT 20  
N/F  
130 HIGH STREET  
CONDOMINIUM  
21031/125

**OWNER:**

132 HIGH STREET REALTY TRUST  
CHRISTOPHER B. CRONIN, TRUSTEE  
DEED BOOK 36678 PAGE 182  
ASSESSOR'S MAP 13 LOT 19

**PROPOSED PLOT PLAN  
132 HIGH STREET  
IN  
NEWBURYPORT, MASSACHUSETTS  
ESSEX COUNTY**

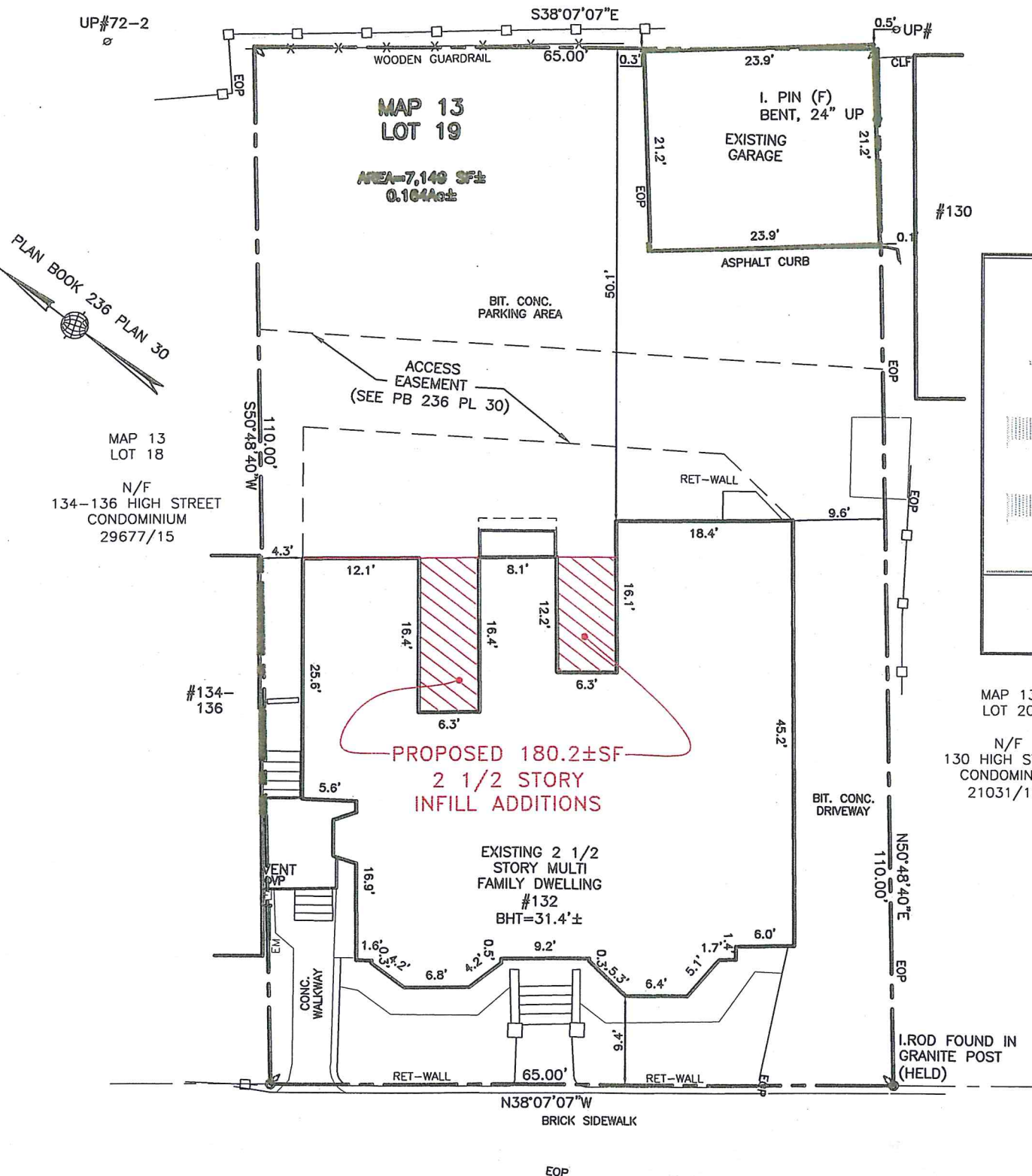
PREPARED FOR:  
REDCO CONSTRUCTION

PREPARED BY:  
**HANCOCK  
ASSOCIATES**

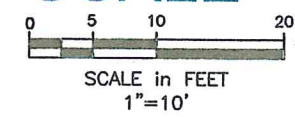
ONE HARRIS STREET  
SUITE 3  
NEWBURYPORT, MA  
01950

Civil Engineers  
Land Surveyors  
Wetland Scientists  
TEL: 978-465-9992  
www.hancockassociates.com

RESEARCH: CHA
FIELD: CHA/AAM
CALCULATION: WCJ
DRAFTING: AAM
CHECK: EDX
PROJ. MANAGER: EDX
DATE: JUNE 20, 2018
JOB NO. 22085
CRD FILE 22085 MD.CRD
SHEET NO. 1 OF 1



**HIGH STREET/MA RT 1A REDUCED-NOT TO SCALE**  
(PUBLIC-VARIABLE)



**REFERENCES:**

1. ESSEX COUNTY REGISTRY OF DEEDS.  
DEED BOOK 36678 PAGE 182
- PLAN BOOK 236 PLAN 30

BY:	DESCRIPTION:	DATE:	REV: 0
DRAWING NO.:		22085 CPP.dwg	



Mead, Talerman & Costa, LLC  
Attorneys at Law

30 Green Street  
Newburyport, MA 01950

Phone 978.463.7700  
Fax 978.463.7747

www.mtclawyers.com

RECEIVED  
JUL 03 2018  
Newburyport Planning Dept.

July 3, 2018

In 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  
132 High Street, Newburyport, MA (the "Property"); Assessor's Map: 13 Lot 19.

Dear Chair and Members of the Commission;

Reference is made to the above-captioned matter. In that connection, this firm represents Patrick Reddy, Redco Construction, (the "Petitioner"), relative to the rehabilitation of a structure on the Property. The Property currently includes a six-unit structure and two offices with accompanying parking and a garage. The Property is 7,149 square feet with 65 feet of frontage on High Street. The Property is located in the R-3 and Downtown Overlay Districts.

The Property is listed as contributory on the Historic Register in the City and it was built in or around 1855-1895. The structure, formerly 126 High Street, is now on what is shown as an empty lot on the 1854 map by Henry McIntire. The structure appears on both the 1880 Newburyport Map of E.H. Bigelow and the 1894 Newburyport Map of A.F. Poole. The structure also is shown on the 1888 Sanborn Map of Newburyport. The Property was conveyed in 1854 to Charles Michael Hodge, a Newburyport pharmacist. Charles M. Hodge was born in Newburyport on September 2, 1816 to James and Martha Hodge, and died in Boston on February 6, 1894 at the house of his son-in-law Warren T. Currier. Charles M. Hodge was listed as a pharmacist (apothecary) in Newburyport in the 1852 Massachusetts Business Directory. He also served as a Common Councilor for Ward 4 from 1860-1861 and 1863-1864. His sketch of the original Court House is included in John J. Currier's History of Newburyport Massachusetts 1764-1905. Excerpts of documents supporting this historical record are attached as Exhibit A.

*Millis Office*

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

A full title exam for the Property was performed to 1918, and is attached hereto as Exhibit B. Ownership was traced back further through a simple chain of title from 1918 to 1854 and is attached hereto as Exhibit C. Effie T. Currier who conveyed the property in 1918 was the daughter of Charles M. Hodge who is believed to have built and lived in the structure during his lifetime. She obtained title to the structure by purchasing her sister Annie L. Hodge's interest in 1896. The house passed to the two of them from their mother Caroline A.B. Hodge who died without a will shortly after the death of her husband Charles.

The Historic Register lists the structure as Italianate; Queen Anne style. The structure has a low-pitched roof, widely overhanging eaves on the front with decorative brackets, and the front door is covered with decorative supports. The front of the house has bay windows that do not match, with those on the southerly side having decorative arches. Certain windows in the front have been altered and/or replaced and a large shed dormer is now part of the upper floor. The side and rear of the house have been extensively altered over the years, beginning with a repair and renovation in or around 1980 following fire damage to the structure. See Assessor's cards attached as Exhibit D.

The Petitioner, as part of the rehabilitation efforts proposes to replace mismatched and oddly sized windows with windows that are consistent and historically appropriate, Petitioner intends to add several windows that match the original openings. Petitioner intends to enclose two enclaves in the rear of the structure which are on both sides of a recently added stairway that does not comport with the building's original architecture. Additionally, the Petitioner proposes to remove the roofing material that is now on the structure and replace it with material that matches what would have been used historically. The existing garage on the property will be improved by removing the single roll-up garage door and replacing it with double garage doors. Finally, the Petitioner proposes to add balconies to the rear of the structure that match the historical architectural style.

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: the changes to the structure generally are being undertaken in order to expand and improve the units inside the building, reduce the number of units, and convert the building from mixed use to solely residential use. The second purpose is to restore this building in a way that provides more light and air for the occupants and returns the exterior of the building to an appearance approximating the original structure. The original details of the structure will be retained and enhanced. In particular, large wall areas without windows will have windows installed to increase the natural light that the original occupants required and enjoyed. Several window openings will be reconfigured to match the original openings. A staircase that was recently added to the rear of the building to allow ingress and egress to all three floors will become part of a continuous wall enclosing residential space instead of jutting out from the rear of the building. The existing and proposed elevations are attached as Exhibit E.

In general, the appearance of the rear of the building will be greatly improved and brought in conformity with the historical aspects of the rest of the structure. It should be noted that much of the rear is not visible from the public way. The balconies are to be designed so as not to take away so significantly from the rear elevations and to allow for greater use of the rear open space by residents. The windows in the building will be replaced with windows in the same openings will provide greater energy efficiency for the structure while retaining the historic exterior appearance of the house. The cut sheets for the replacement windows will be submitted to the Commission prior to the meeting. A specification sheet for the windows is attached. Decorative eaves matching those on the front will be carried around the house, and the roof pitch on one side will be changed to match the rest of the structure. No other changes are being proposed to the structure.

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

Sincerely,

*Lisa Mead (JG)*

Lisa L. Mead

Attachment

cc: Client

# EXHIBIT A

Do Not  
Throw away



# Newburyport Historic District

## District Data Sheets

National Register of Historic Places

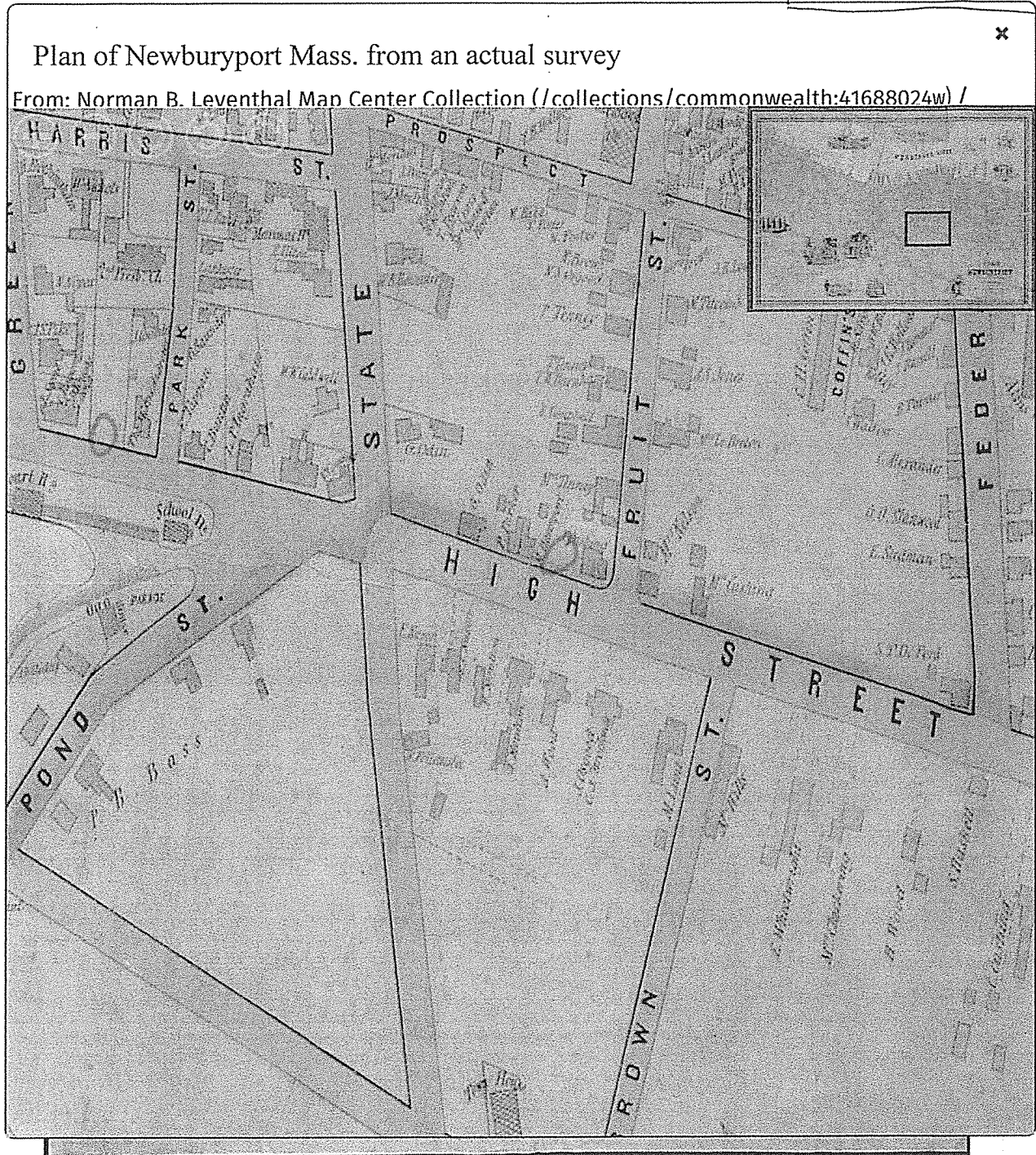
Listed August 2, 1984

Provided by  
Massachusetts Historical Commission  
220 Morrissey Blvd  
Boston, MA 02125  
(617) 727-8470  
[WWW.STATE.MA.US/SEC/MHC](http://WWW.STATE.MA.US/SEC/MHC)



		House & Carriage			
	18-3		Ca 1900	Queen Anne/Colonial Revival	C
	18-2		Ca 1870	Italianate	C
	18-1		Ca 1895	Queen Anne	C
	18-80		Ca 1895	Queen Anne	C
	15-17	Davenport-Greeley House & Carriage House	1808	Federalist	C
80.	15-16		Ca 1870	Italianate; Second Empire/House & Carriage House	C
82	15-15		Ca 1870	Italianate	C
84-86	15-14		Ca 1875	Italianate/Victorian Gothic	C
88	15-3	William Hervey House	Ca 1865	Second Empire	C
90	15-2		Ca 1800	Federalist	C
96	15-1	Nelson-Wheelwright House	1801	Federalist	C
98	14-52	Cushing House	1808	Federalist	C
100	14-51		Ca 1900	Queen Anne	C
102	14-50	Tenny-Noyes Double House	1807	Federalist	C
104	14-49	Tenny-Noyes Double House	1807	Federalist	C
106-108	14-48		Ca 1850	Greek Revival	C
110	14-47	Pope-Moseley House	Ca 1855; 1895	Early Victorian; Colonial Revival	C
112	14-46	Pope-Moseley House	Ca 1855; 1895	Early Victorian; Colonial Revival	C
114	13-26	John Buntin House	Ca 1870	Italianate/Second Empire	C
116-118	13-25	Charles Coffin Row House	Ca 1845-1850	Greek Revival	C
120-122	13-24	Charles Coffin Row House	Ca 1845-1850	Greek Revival	C
124	13-23	Sewall Place	Ca 1814; ca 1890	Federalist; Federalist Revival	C
126	13-22		Ca 1845	Greek Revival/Double House	C
128	13-21		Ca 1845	Greek Revival/Double House	C
130	13-20		Ca 1845	Sidehall Greek Revival	C
132	13-19		Ca 1855; ca 1895	Italianate; Queen Anne	C
134-136	13-18		Ca 1845; 1910	Astylistic	C
138-140	13-17		Ca 1845; 1920	Astylistic	MC
140	46-1	Convent-Church of the Immac. Conception	Ca 1940	Colonial Revival	INT
146	46-6	Richard Brown House	1842	Greek Revival	C
148	46-7	Adams-Toppan House	1808	Federalist	C
152	46-43		Ca 1870	Italianate	C

FROM: H. MCINTYRE 1851  
MAP



Plan of Newburyport Mass. from an actual survey

From: Norman B. Leventhal Map Center Collection (/collections/commonwealth:41688024w) /

Item Information

**Title:**

Plan of Newburyport Mass. from an actual survey

**Creator:**

McIntyre, H. (Henry) (/search?f%5Bname\_facet\_ssim%5D%5B%5D=McIntyre%2C+H.+%28Henry%29)

**Name on Item:**

H. McIntyre.

**Date:**

1851

**Format:**

Maps/Atlases (/search?f%5Bgenre\_basic\_ssim%5D%5B%5D=Maps)

**Location:**

Boston Public Library (/search?f%5Bphysical\_location\_ssim%5D%5B%5D=Boston+Public+Library)

Norman B. Leventhal Map Center

**Collection (local):**

Norman B. Leventhal Map Center Collection (/search?f%5Brelated\_item\_host\_ssim%5D%5B%5D=Norman+B.+Leventhal+Map+Center+Collection)

**Subjects:**

Landowners--Massachusetts--Newburyport--Maps (/search?f%5Bsubject\_facet\_ssim%5D%5B%5D=Landowners--Massachusetts--Newburyport--Maps)

Real property--Massachusetts--Newburyport--Maps (/search?f%5Bsubject\_facet\_ssim%5D%5B%5D=Real+property--Massachusetts--Newburyport--Maps)

Newburyport (Mass.)--Maps (/search?f%5Bsubject\_facet\_ssim%5D%5B%5D=Newburyport+%28Mass.%29--Maps)

**Places:**

Massachusetts (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Massachusetts) >

Essex (county) (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Essex+%28county%29) >

Newburyport (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Newburyport)

**Publisher:**

Philadelphia : H. McIntyre

**Notes:**

Oriented with north toward the upper left.

**Extent:**

1 map : col. ; 63 x 94 cm.

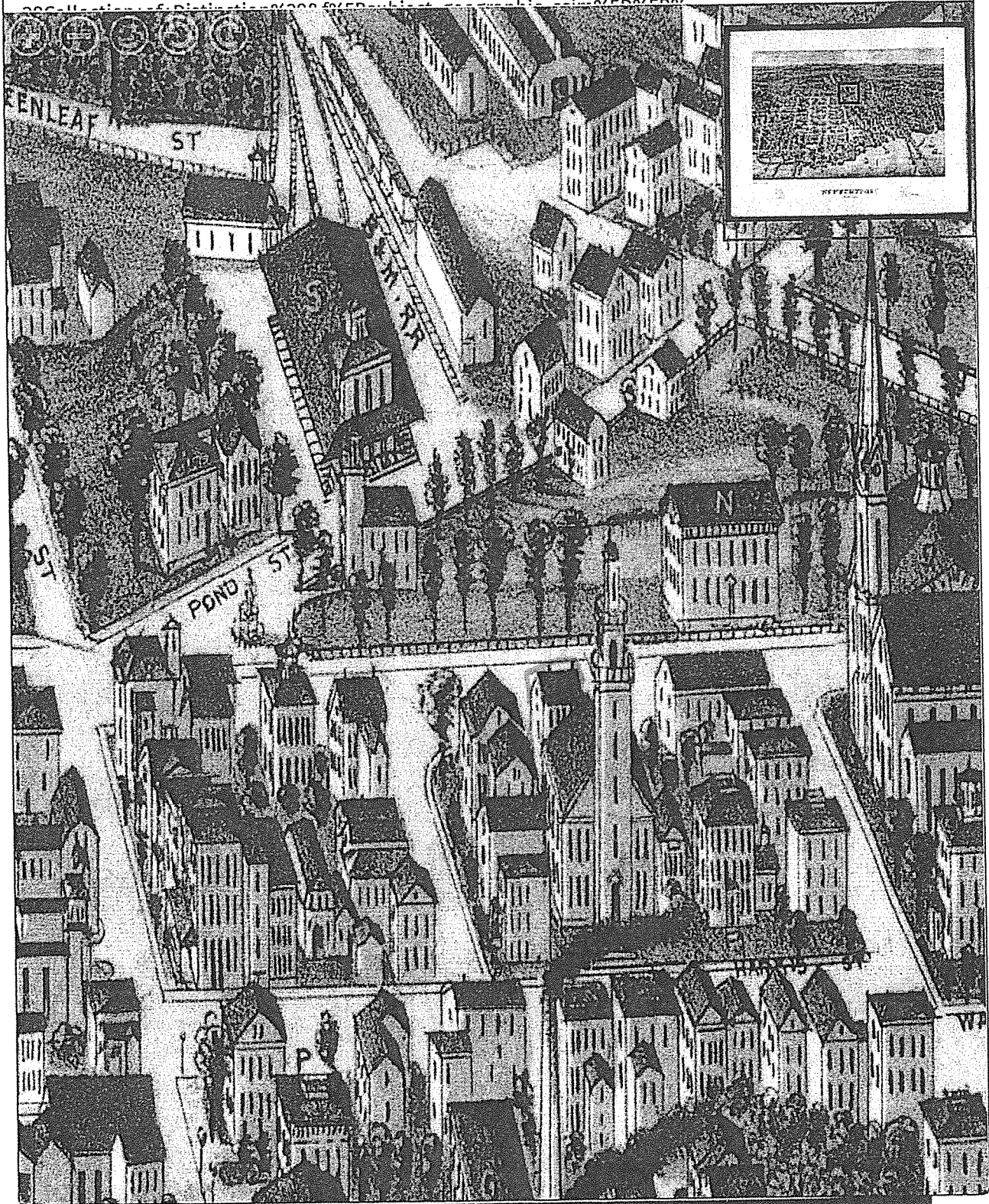
**Scale:**

Scale 1:3,000.

**Language:**

FROM E.H. BIGELOW  
1880 MAP

Newburyport, Mass  
Back to Search / Search?\_ =1530193091393&f%5Bcollection\_name\_ssim%5D%5B%5D=Urban+Maps+%



## Item Information

**Title:**

Newburyport, Mass

**Description:**

Incorporated as a town in 1763, Newburyport is located near the mouth of the Merrimack River. It flourished as a center for shipping, shipbuilding, and whaling during the colonial period and as a port for privateering during the Revolutionary War and the War of 1812. During the 19th century, shipbuilding continued to be an important, but declining, activity with the last clipper ship launched in 1883. In the 1830s and 1840s, the towns economy became more industrialized with the establishment of four textile mills, a distillery, an iron foundry, and several other factories which produced shoes and combs. The town had a population of approximately 13,000 when this view was made. The artists observe the town as if overlooking it from the north shore of the Merrimack River, looking slightly southwest at the community and its rural hinterland. This perspective highlights the towns waterfront, suggesting its former reliance on maritime activities. Although a few ships and smaller vessel are pictured in the river, it is not the bustling seaport of former times. As the legend indicates, the view also depicts the four major textile mills (Peabody, Victoria, Bartlett, and Ocean Mills, identified with letters B-E) and the other manufacturing plants that are scattered throughout the town. The artists have also used significant vertical exaggeration to accentuate the height and importance of the industrial buildings, the churches, and other public buildings.

**Creator:**Bigelow, E. H. ([/search?f%5Bname\\_facet\\_ssim%5D%5B%5D=Bigelow%2C+E.+H.](/search?f%5Bname_facet_ssim%5D%5B%5D=Bigelow%2C+E.+H.))**Creator:**Hazen, J. C. ([/search?f%5Bname\\_facet\\_ssim%5D%5B%5D=Hazen%2C+J.+C.](/search?f%5Bname_facet_ssim%5D%5B%5D=Hazen%2C+J.+C.))**Name on Item:**

by E.H. Bigelow, J.C. Hazen.

**Date:**

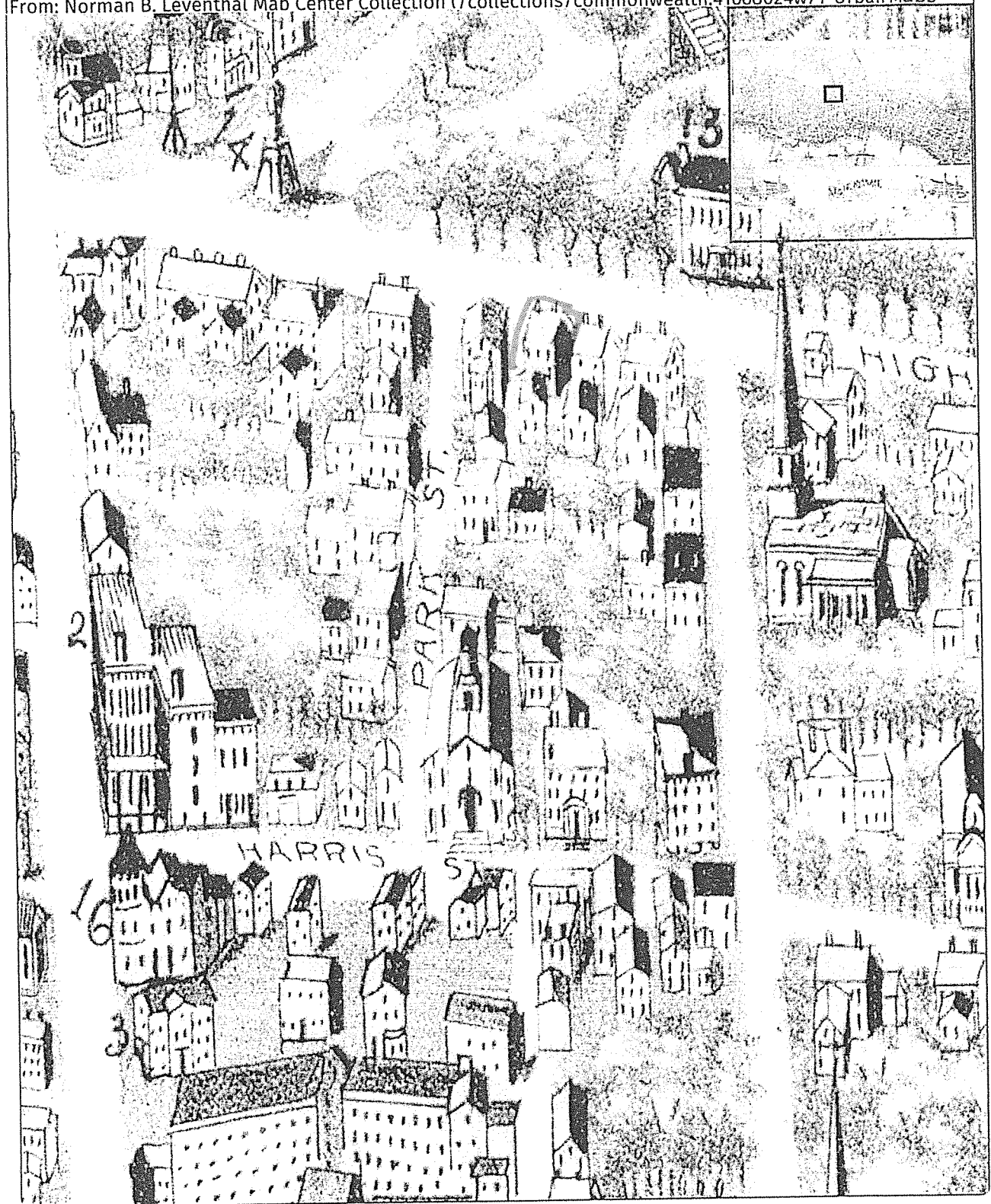
1880

**Format:**Maps/Atlases ([/search?f%5Bgenre\\_basic\\_ssim%5D%5B%5D=Maps](/search?f%5Bgenre_basic_ssim%5D%5B%5D=Maps))**Location:**Boston Public Library ([/search?f%5Bphysical\\_location\\_ssim%5D%5B%5D=Boston+Public+Library](/search?f%5Bphysical_location_ssim%5D%5B%5D=Boston+Public+Library))  
Norman B. Leventhal Map Center**Collection (local):**Norman B. Leventhal Map Center Collection ([/search?f%5Brelated\\_item\\_host\\_ssim%5D%5B%5D=Norman+B.+Leventhal+Map+Center+Collection](/search?f%5Brelated_item_host_ssim%5D%5B%5D=Norman+B.+Leventhal+Map+Center+Collection))**Subjects:**

A. F. POOLE  
1894 MAP

The city of Newburyport, Massachusetts

From: Norman B. Leventhal Map Center Collection (/collections/commonwealth:41688024w) / Urban Maps



Poole, A. F. (/search?f%5Bname\_facet\_ssim%5D%5B%5D=Poole%2C+A.+F.)

Date:

1894

**Format:**

Maps/Atlases (/search?f%5Bgenre\_basic\_ssim%5D%5B%5D=Maps)

**Location:**

Boston Public Library (/search?f%5Bphysical\_location\_ssim%5D%5B%5D=Boston+Public+Library)

Norman B. Leventhal Map Center

**Collection (local):**

Norman B. Leventhal Map Center Collection (/search?f%5Brelated\_item\_host\_ssim%5D%5B%5D=Norman+B.+Leventhal+Map+Center+Collection)

**Subjects:**

Newburyport (Mass.)--Aerial views (/search?f%5Bsubject\_facet\_ssim%5D%5B%5D=Newburyport+%28Mass.%29--Aerial+views)

**Places:**

Massachusetts (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Massachusetts) > Essex (county) (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Essex+%28county%29) > Newburyport (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Newburyport)

**Publisher:**

S.l. : [s.n.]

**Notes:**

Bird's-eye view.

Includes index to points of interest and two illustrations of mills.

**Extent:**

1 view ; 51 x 75 cm.

**Scale:**

Not drawn to scale.

**Language:**

English

**Identifier:**

06\_01\_003760

**Call #:**

G3764.N48A3 1894 .P66

**Barcode:**

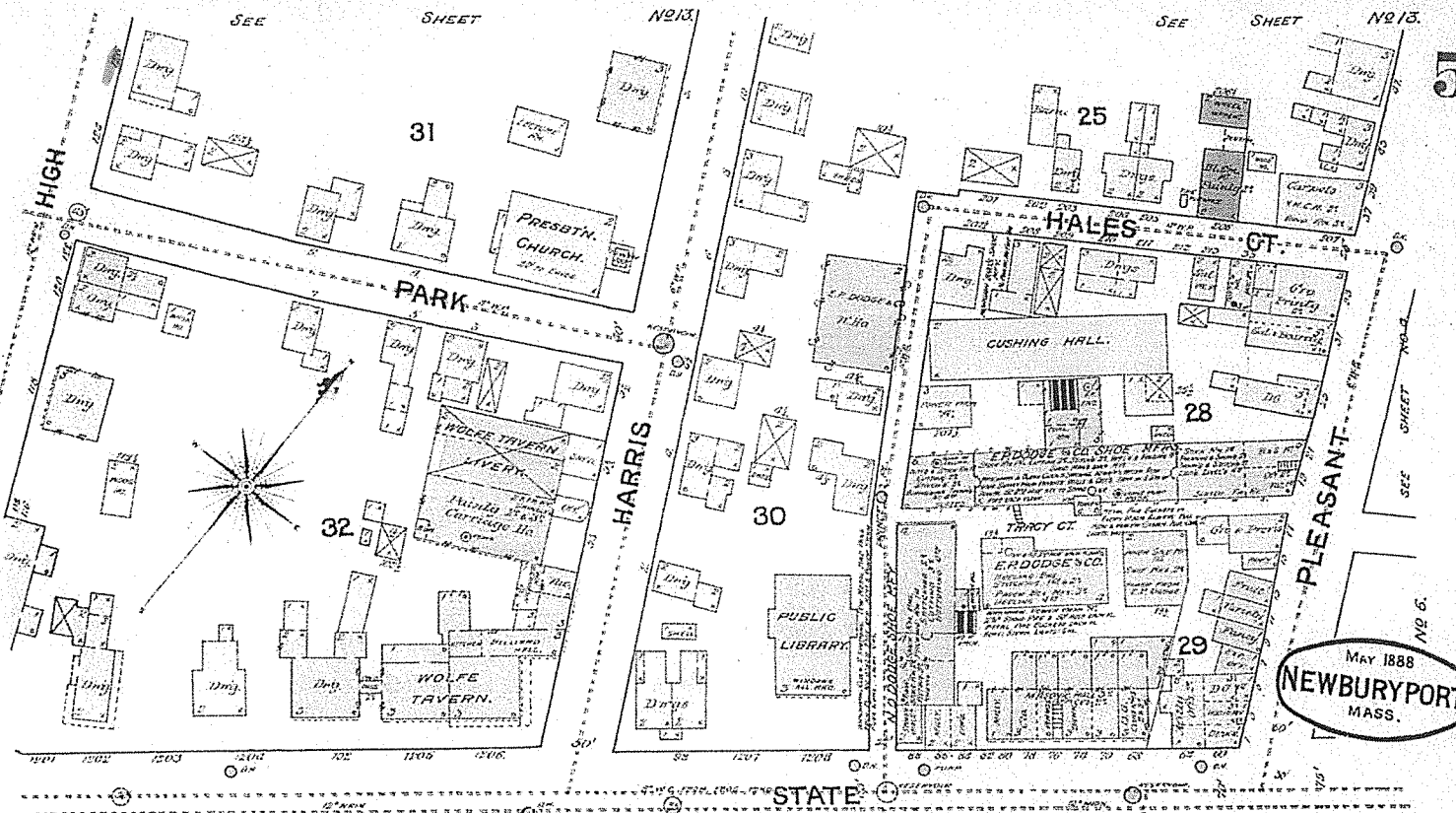
39999059001949

**Terms of Use:**

No known copyright restrictions.

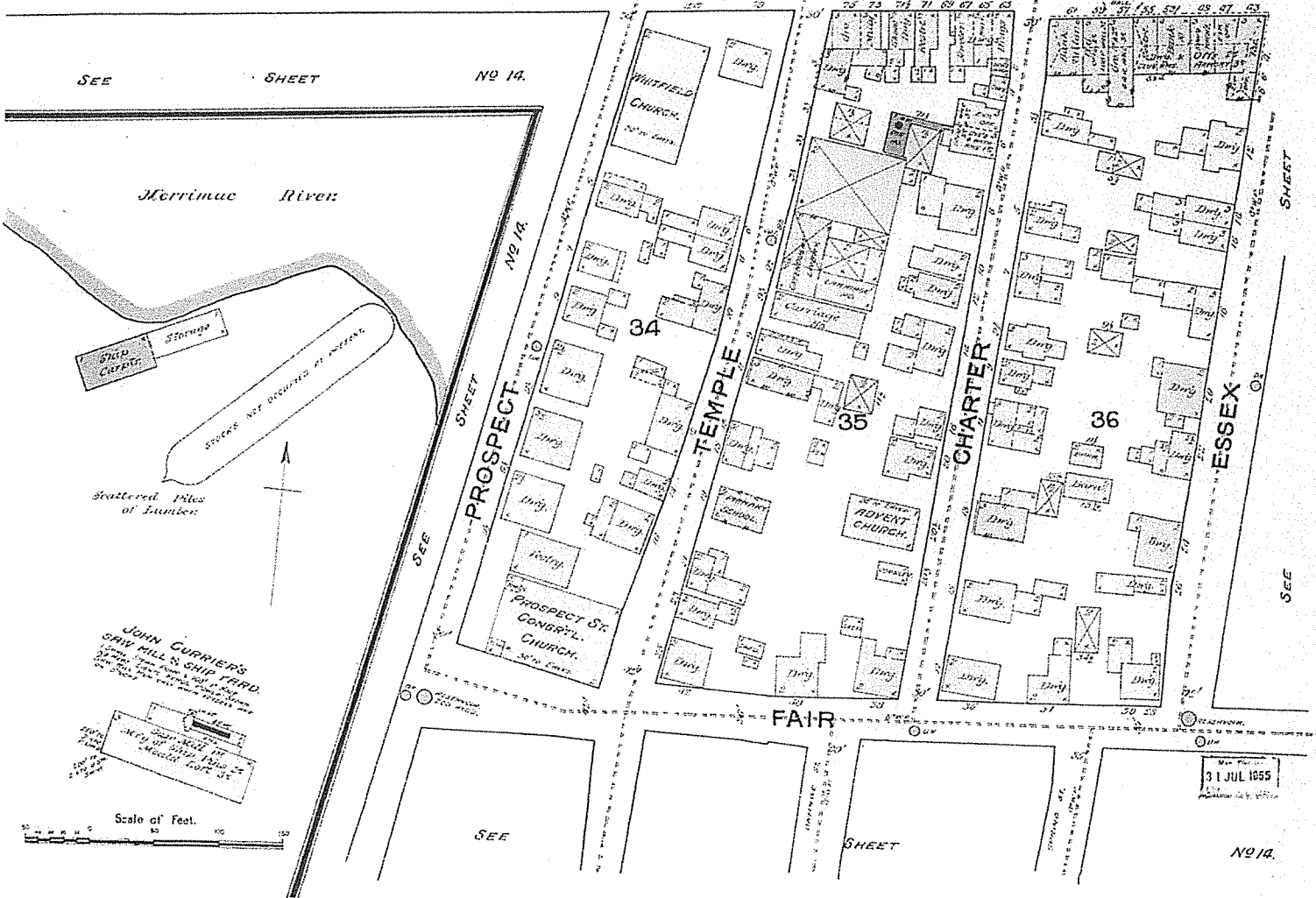
No known restrictions on use.

View MODS XML (/search/commonwealth:9s161d552/metadata\_view)



5

MAY 1888  
NEWBURYPORT  
MASS.



SEE SHEET NO 14.

Merrimac River

SHED  
CARRIAGE

STORAGE  
STORAGE NOT DRAWN AT ALL

Scattered piles of Lumber

JOHN GURRIER'S  
SAW MILL & SHIP YARD.  
This mill is situated on the  
Merrimac River, and is  
one of the largest in New  
England. It is owned and  
operated by John Gurrier,  
of Newburyport, Mass.

Scale of Feet.

MAY 1888  
31 JUL 1885

SEE SHEET NO 14.



FROM: VITAL RECORDS OF THE  
CITY OF NEWBURYPORT TO THE  
END OF 1849

190

NEWBURYPORT BIRTHS

HOACUK, John, s. Dudley and Sarah, Sept. 19, 1818.  
Nelson, s. Dudley and Sally, Aug. 18, 1821.  
Sarah Newton, d. Dudley and Sarah, July 4, 1815.

HODGDON (see also Hogdon), Albert, s. Moses and Abby, Jan.  
3, 1847.

Albert Locke, s. Timothy and Elisabeth, Apr. 8, 1849.  
George Warren, s. Moses and Abby, June 12, 1844.  
George Washington, s. Rufus and Mary Ann, Jan. 23, 1845.  
John Edwin, s. Charles and Naomi, June 12, 1847.  
Joshua Edwin, s. Charles and Naomi, July 29, 1849.

HODGE (see also Hodges), Abby Ann, d. W[illia]m J., bp. Mar.  
20, 1836. C. R. 4.

Abigail, d. Thomas, bp. Oct. 10, 1779. C. R. 1.  
Anne, d. Michael and Sarah, May 20, 1783.  
Charles, s. Michael and Sarah, June 20, 1778.  
Charles, s. Nathaniel and Hannah, Nov. 9, 1828.  
Charles Michael, s. James and Martha, Sept. 2, 1816.  
Elisabeth, d. Michael, bp. Feb. 27, 1774. C. R. 4.  
Elizabeth, d. Michael and Sarah, Apr. 12, 1772.  
James, s. James and Martha, Sept. 10, 1802. [Sept. 20. dup.]  
James, s. William J. and Abigail, May 11, 1846.  
James Frederick, s. James and Sarah, bp. Apr. 24, 1831. C. R. 4.  
James Thacher, s. Michael, jr., bp. Apr. 13, 1816. C. R. 1.  
John Sewall, s. Michael and Sarah, July 1, 1776.  
John Wade, s. Nath[anie]l, bp. June 15, 1838. C. R. 4.  
Lucy Ann, d. Nathaniel and Hannah, Oct. 7, 1826.  
Lucy Balch, d. James and Martha, Apr. 23, 1807.  
Lucy Balch, d. James, bp. Dec. 13, 1833. C. R. 4.  
Martha Perkins, d. James and Martha, June 13, 1809.  
Mary, d. James and Martha, May 2, 1799.  
Mary Dalton, d. Michael and Sarah, June 6, 1785.  
Michael, s. Michael and Sarah, Sept. 9, 1780.  
Nathaniel, s. Michael, bp. June 9, 1765. C. R. 1.  
Nathaniel, s. James and Martha, Oct. 1, 1794.  
Philip Eaton, s. William and Abigail, Jan. 2, 1849.  
Richard Bartlet, s. Nathaniel and Hannah, bp. June 19, 1831.  
C. R. 4.  
Sarah, d. Michael and Sarah, Nov. 15, 1770.  
Sarah Elizabeth, d. William J. and Sarah, Nov. 13, 1828.  
Stephen Sewall, s. Micheal and Sarah, July 27, 1790.  
Susan Heard, d. Nathaniel and Hannah, Dec. 22, 1824.  
Susanna, d. James and Martha, Apr. 25, 1796.

AMERICAN DRUGGIST AND PHARMACEUTICAL RECORD.

Charles R. Paddock, for many years one of the best known druggists in Brooklyn, died at his late residence, 287 Clermont avenue, in that city, on Wednesday, February 7. He was born in Liverpool, Onondaga County, N. Y., on April 18, 1841, and received a public school education. When quite young his parents moved to Oswego, where Charles H. Butler, a well-known druggist of the city, took a fancy to him, because of his brightness in the Sunday-school class. While with Mr. Butler he acquired a good knowledge of pharmacy, and at 21 years of age, in 1862, he enlisted with the One Hundred and Forty-seventh New York Volunteers as hospital steward and did much good service until the close of the war. In 1877 he removed to Brooklyn where he found employment in the drug store at the corner of DeKalb and Clermont avenues. In a comparatively short while he bought out his employer and prospered well. In 1887 he established a branch at the corner of Lafayette and Carleton avenues. In this venture success also attended his enterprise. He was for two terms president of the Kings County Pharmaceutical Society taking an active part in the affairs of that body. A widow and a son survive him. The funeral services were attended from his late residence on Thursday, Feb. 8. His remains were taken for burial to Hannibal, Oswego County, N. Y.

Charles M. Hodge, of Newburyport, Mass., died at the residence of his son-in-law, Mr. Warren T. Currier, in Boston, on February 6, of pneumonia, after a brief illness. The deceased was born in Newburyport in 1816, received a public school and academical education, and, obtaining a thorough knowledge of drugs and chemicals, started business as a druggist in his native town, retiring a score of years ago with a handsome competency. Early in life Mr. Hodge became interested in the collection of coins, confining his attention particularly to American money in gold and silver, but in his collection he had many rare pieces. He was also a lover of the antique, and at his home on High street, Newburyport, he had many articles that were of great value; and numerous specimens of his talent with the brush. Mr. Hodge was a man of quiet tastes, a thorough student, and a most agreeable companion. He served four years in the Newburyport city council, of which he was a valued member. He leaves a widow and two daughters.

Recent Drug Fires.

J. W. Green & Bro.'s store, Elizabethtown, Ky. Loss \$12,000; partly covered by insurance.—E. D. Poston's store, Springfield, Ill. Loss \$5,000; partly insured.—Roland Smith's store, Alpena, S. D.—Monroe Drug Company, Unionville, Mo.—I. N. Perley's store. Loss \$4,000; partly insured.—The Kassel store, Waco, Texas. \$8,500 loss; partly insured.—Joseph Jacob, Atlanta, Ga. Loss \$100,000; partly insured.—J. McCurdy's store, Providence, R. I.—Dr. Croker's store, Narrowsburg, N. Y.—E. P. Smart's store. Damage \$2,000; fully insured.—W. Pettingill, Winnipeg, Man.—Beattie & Hawkins, Richmond, Va.—H. Pennington, Monticello, Minn. Loss \$3,000; partly insured.—Howard & Hanie's store, Duluth, Minn. Loss \$10,000.—Hegeman's store, 196 Broadway, New York. Damage \$50,000.—Hallett's store, Bath, Me. Loss \$15,000; partly

insured.—Dr. J. W. Jackman's store, Caseville, Mich. Loss \$4,000; partly insured.—J. J. Shulser's store, Broad Block, Broadway, Loveland Loss \$5,000.—John McKinley's store, Caseville, Mich. Loss \$7,000 to \$8,000; partly insured.—Elite Drug Store, 214 West Main street, Kalamazoo, Mich. Damage \$200; partly insured.—Barrett & Co's, Solomon City, Kan. Totally destroyed; insured fully.—Carter's, Salina, Kan. Totally damaged; fully insured.—W. G. Kidder's store, Bath, Me. Loss \$150; no insurance.—Webber's store, Bath, Me. Loss \$7,000; partly insured.—John W. Perkins & Co., Portland, Me. Loss \$3,000.—O. P. Allen's store, Palmer, Mass. Loss \$7,000; partly insured.—Belyea's store, Holbrook, Mass. Loss \$2,800; covered by insurance.—Laymon & Co., Salt Lake City, Utah. Loss \$300; fully covered by insurance.—C. W. Blake, Kalamazoo, Mich. Damage \$1,500; partly insured.—Wm. Skillicorn & Co., drug store, Silver City, Ia. Total loss.—Fawcett's store, Toronto, Ont. Damage \$2,000; partly insured.—Monroe Drug Co., Unionville, Mo.—Daniel Cronin's store, Warren, Mass.—Bush & Co., wholesale druggists, Worcester, Mass. Damage \$2,242; fully insured.—Hickey's store, Lowell, Mass. Damage \$150.—Messrs. Beattie & Hawkins, Manchester, N. H. Damage \$2,000; insured.—Mussellers' store, St. Paul, Minn. Small loss.—M. Giddings' store, Jackson, Mich.—Browning & Son's store, Indianapolis, Ind. Loss several hundred dollars, with insurance.—Swift's Pharmacy, Brockton, Mass.—The Health Bros. Chemical Extract Works, New Bedford, Mass. Loss \$10,000; partly insured.

tomers grew red in the face. "By Jove!" he said, "if it isn't a skin, what in thunder is it?" "Possibly it's a hide," suggested the clerk. "That's it! That's it!" explained the man. "Have you got any black hides of something or anything?" The clerk shook his head sadly, as the man trumped up and down the store. "Got any black cowhide of anything?" he asked after a moment's thought. The clerk's face showed a gleam of intelligence and then broke into a smile. "Possibly it is black oxide of manganese you want," he said quietly. The customer almost threw his arms around the clerk's neck. "Of course, that's it," he exclaimed. "I knew there was a skin or something somewhere about the thing," and he calmed down and waited for what he wanted.

Trade Notes.

M. B. Stone, manufacturer of novelties at 430 Ninth street, N. W., Washington, D. C., is introducing "Stone's Patent Paper Julep Straws," a form of julep straw that is claimed to possess many advantages over the ordinary straw. The Patent Paper Julep Straws are made of waxed manilla paper to resemble natural straw, and are quite free from taste or odor besides being impervious to alcohol. In bringing these straws to the notice of druggists the point is made that paper straws are never "musty" and every one is sweet, clean and perfect. The straws may be ordered through any jobber or direct from the maker, M. C. Stone, 430 Ninth street, N. W., Washington, D. C.

A Profitable Investment.

The majority of prosperous druggists have an accumulation of money from time to time which they feel justified in withdrawing from their business and investing elsewhere. These amounts vary from several hundred to several thousand dollars, and there is often a serious question as to how this money can be invested so as to be safe and still yield the best returns.

All those seeking an opportunity for such investment should write to the Columbian Pharmacal Co., 20 Cedar street, New York City, for a prospectus of the bonds which they are issuing on their handsome and substantial properties in Versailles, Conn. When writing them please mention this journal.

Good Value.

In these days of fierce competition when dealers find it difficult to make profits they must constantly be on the lookout for items of the best possible value. Such an item is the "Good Value" cigar, which embodies an effort by the manufacturer to furnish as good a cigar for \$20 per thousand as is usually sold for \$35. They are clean, sweet, country made, from pure Spanish seed tobacco, containing scarcely any nicotine, smoke free, burn white, and are made and packed on the principle of "Nothing for Style—Everything for Quality." They are packed in rough boxes containing 250 for \$5, but if desired can be had in boxes of 50 for \$1.10.

They are sold only for net cash at the "Good Value" Cigar Agency, 148 Chambers street, New York City. Five sample cigars will be sent on receipt of 10 cents in stamps.

Kings County Pharmaceutical Society.

The February meeting of this society was held in its meeting room at 399 Clason avenue, Brooklyn, on Tuesday, February 13, 1894, at 2:30 P.M.

A paper was presented on The Preparations of the New Pharmacopœia, by W. P. DeForest. This was discussed by Dr. J. F. Golding, Messrs. William Muir, F. H. Pamphilon and F. N. Bliss. A discussion on How May We Make the Best Citrate of Magnesia was opened by L. T. Averre, and the matter discussed by L. T. Perkins, O. A. A. Rouillion, D. L. Cameron, L. F. Stevens and John Pfeiffer. The Telephone System in Brooklyn was also discussed. Members of the society and all interested in pharmacy are urged to attend, take part, and help make these occasions both interesting and profitable

A New Version of the Beef, Wine and Iron Yarn.

The man was in a brown study when he went into the drug store. "What can we do for you?" inquired the clerk. "I want black something of something," he said. "Have you got any?" "Probably we have," replied the clerk. "but you'll have to be more definite to get it." The customer thought for a moment. "Got any black sheepskin of something?" he asked. "No; we don't keep sheepskins. We have chamois skins, though." "That isn't it, I know," said the customer. "Got any other kind of skins?" "No." "Skins, skins," repeated the man struggling with his slippery memory. "Calfskin seems to be something like it. Got any black calfskin of anything?" "No, not a one," and the clerk laughed. The cus-

land, Joseph B. F. Osgood, Edward H. Dalton, Edward B. Arnold, Thomas Nichols, Jr., John H. McIntire.

*City Clerk.*—Joseph Cloutman. Salary, \$600.  
*Clerk of Common Council.*—Nathaniel Cleaves. Salary, \$100.

*Treasurer and Collector.*—Joseph Felt. Salary, \$700.

*City Marshal.*—Joseph Winn. Salary, \$500.  
*Commissioner of Streets.*—Wm. Roberts. Salary, \$300.

*Messenger.*—William Mansfield. Salary, \$300.  
*Ward Officers.*—Ward 1. Jonathan Tucker, *Warden*; Edward B. Lane, William Leavitt, *Assistants*; H. J. Pratt, *Clerk*. Ward 2. George Kimball, *Warden*; I. D. Shepard, Stephen B. Ives, Jr., *Assistants*; John H. Batchelder, *Clerk*. Ward 3. R. H. Farrant, *Warden*; J. A. Newcomb, W. H. Farnham, *Assistants*; John S. Jones, *Clerk*. Ward 4. Stephen Daniels, *Warden*; A. Draper, A. Hardy, *Assistants*; W. A. Purbeck, *Clerk*.

*Overseers of the Poor.*—The Mayor and Aldermen, and Messrs. Lemuel B. Hatch, Henry B. Smith, Nathaniel K. Allen, Edw. B. Arnold.

*Physician to Alms House.*—George A. Perkins.  
*Chaplain.*—John Carlton.

*Keeper.*—Benjamin Scott.  
*Assessors.*—Jonathan Perley, Nathaniel Appleton, Jonathan Tucker. Salary, \$250 each.

*Assistant Assessors.*—George West, William Goodhue, William Hunt, Thomas M. Saunders, Luther Upton, Nathaniel B. Mansfield, Leonard B. Harrington, and James Chamberlain.

*School Committee.*—David Pingree, John Whipple, *ex-officio*, Geo. F. Brown, Thos. Cole, Geo. C. S. Choate, Joseph Chisholm, Octavius B. Frothingham, Wm. R. Gavett, James M. Hoppin, Stephen B. Ives, Jr., Wm. Kimball, Thos. H. Lefavour, W. F. Nichols, Joseph H. Phippen, W. H. Prince, George A. Perkins, Thomas Symonds, Jr., Jonathan Tucker, Daniel Varney, Henry Wheatland, Stephen Whitmore, Jr.

*Constables.*—Nath'l D. Symonds, Joseph Winn, Wm. Mansfield, Thos. B. Perkins, John Jeffries, Ezra Ostborn, George T. Cook, Charles Creese, Bradstreet Allen, Nathaniel Reed, Thomas Saul,

Thomas Brooks, Alfred R. Brooks, James Beaver, Joel Abbott, Rufus L. Gordon, Amos Henfield, J. P. Allen, Moses A. Shackley, Joseph Peterson, Joshua Foster, James Dalrymple, H. D. Leavitt, George F. Thomas, Joseph S. Buxton.

## SALISBURY.

*Selectmen, Assessors, and Overseers of Poor.*—Thomas J. Clark, Daniel Webster, Cyrus Dearborn, Jr.

*Clerk.*—Azor O. Webster.

*Treasurer, Collector, and Constable.*—Cyrus Dearborn, Jr.

## SAUGUS.

*Selectmen and Assessors.*—John B. Hitchings, Samuel Hawks, Geo. H. Sweetser.

*Overseers of Poor.*—Seth Heaton, Thomas Tuttle, William M. Newhall.

*Clerk.*—Harmon Hall.

*Treasurer.*—Charles Sweetser.

*Collector.*—Thomas Tuttle.

*Constable.*—Richard Mansfield.

## TOPSFIELD.

*Selectmen.*—John Wright, Thos. Gould, Joshua Wildes.

*Overseers of Poor.*—Samuel Todd, Josiah Bradstreet, S. P. Mundy.

*Assessors.*—R. D. Perkins, A. S. Peabody, J. G. Hood.

*Clerk.*—J. P. Towne.

*Treasurer.*—John Wright.

*Collector.*—S. S. McKenzie.

*Constables.*—Andrew Gould, I. M. Small.

## WENHAM.

*Selectmen, Overseers of Poor, and Assessors.*—Rufus A. Dodge, Augustus Dodge, Harvey Pierce.

*Clerk.*—Stephen Dodge.

*Treasurer and Collector.*—Samuel Porter.

*Constables.*—Jos. Beckford, John A. Putnam.

## WEST NEWBURY.

*Selectmen, Assessors, and Overseers of Poor.*—Moses Newell, John L. Plummer; Geo. Emery.

*Clerk, Treasurer, and Collector.*—J. C. Carr.

*Constables.*—George W. Carr, John. B. Parker.

## ESSEX COUNTY BUSINESS DIRECTORY.

## Apothecaries.

Arnold Edward, Marblehead  
Barton Gardner, Salem  
Bateman L. K., Georgetown  
Blackington Oliver, Rockport  
Blatchford Ebenezer Jr., Rockport  
Brown John J., Andover  
Brown & Price, Salem  
Caldwell William W., Newburyport  
Chamberlain J. A., Haverhill  
Clark A. N., Beverly  
Coburn Stephen, Ipswich  
Curtis Francis, Newburyport  
Dearborn S. F., Lawrence  
Dearing Roger M., Lynn  
Dickins Job T., Newburyport  
Endicott William, Beverly  
Emerton James, Salem  
Farrington Geo. P., Salem  
Greer Charles R., Gloucester  
Harmon William L., Lynn  
Harris Nathaniel B., Salem  
Harris ———, Rockport  
Harris S. H. Jr., Methuen  
Hodge Charles M., Newburyport  
Holden Aaron, Lynn  
Holman J. F., Ipswich  
Hooker & Blanchard, Lawrence  
Howe J. S., Methuen  
Jones Anthony S., Newburyport  
Kimball G. A., Lawrence  
Ladd William M., Lynn  
Lane George, Haverhill  
Lathrop & Co., Salisbury  
Lummas George, Lynn  
Lummas Thomas J., Lynn

Merrill D. J., Newburyport  
Millett N. C., Salem  
Moore & Field, Lawrence  
Nason Jonathan, Amesbury  
Nichols J. R., Haverhill  
Pearson Thomas, Newburyport  
Perry A. F., Lawrence  
Phillips Walter A., Newburyport  
Pierce J. C., Lynn  
Pinkham Charles H., Salem  
Pratt Henry J., Salem  
Prince Asa, Beverly  
Proctor & Rhodes, Lynn  
Putnam George, Salem  
Reynolds Joseph, Gloucester  
Rogers Robert S., Lynn  
Roundy John, Marblehead  
Sargent S. & Son, Lawrence  
Smith Horatio, Lawrence  
Soule Samuel, Lynn  
Stone James Jr., Salem  
Sweetser T. A., Danvers  
Swift Jonathan, Andover  
Towne Augustus, Danvers  
Traak Hervey, Beverly  
Wallace T., Salem  
Webb William, Salem  
Webster Stephen, Salisbury  
Whitney H. M., Lawrence  
Wiley Caleb W., Lynn

## Architects.

Coffin Frederick J., Newburyport  
Conner R., Salem  
Foster Francis, Lynn  
Lewis Alonzo, Lynn  
Sargent Rufus, Newburyport

## Auctioneers.

Allen Joseph F., (North) Andover  
Alley Timothy Jr., Lynn  
Andrews Theodore, Ipswich  
Baker Samuel N., Ipswich  
Baker Stephen, Beverly  
Baker Stephen, Ipswich  
Bartlett J. C., Haverhill  
Bassett William, Lynn  
Bateman L. H., Georgetown  
Bridges Moody, (North) Andover  
Clough Daniel P., Danvers  
Colman Benjamin, Salem  
Currier Enoch Jr., Amesbury  
Davis Phineas E., Haverhill  
Decker J. M., Ipswich  
Dockham & Carey, Newburyport  
Dolliver William P., Gloucester  
Emes Lucius, Lynn  
Fifield Benjamin E., Salisbury  
Forrister Peter, Lynnfield  
Foster Hezekiah, Beverly  
Foster S. C., Andover  
Gilley John, Marblehead  
Girdler D. C., Haverhill  
Greenleaf George, Newburyport  
Griffin B. F. S., West Newbury  
Hood John G., Topsfield  
Hubbard William, Topsfield  
Innis John A., Salem  
Johnson S. S., Salem  
Joplin William D., Lawrence  
Kimball Edmund, Bradford  
Ladd John P., Groveland  
Lane Thomas L., Topsfield  
Long Caleb M., Lynn

MAYOR—ALBERT CURRIER.

ALDERMEN.

Ward 1.—ISAAC HALE, JR.,*	Ward 4.—DANIEL P. PIKE,
“ 2.—NATH'L W. HURD,*	“ 5.—EDWARD BURRILL,
“ 3.—CHAS. W. DAVENPORT.	“ 6.—G. W. JACKMAN, JR.,

COMMON COUNCIL.

President—CHAS. O. MORSE.	Clerk—JOSEPH H. BRAGDON.*
Ward 1.—Charles C. Dame, Hiram Janvrin, Charles H. Goodwin.	Ward 4.—George J. L. Colby,† William J. Creasey, Albert W. Bartlett.* Charles M. Hodge.†
Ward 2.—Moody Lunt, Joseph G. Gerrish, Richard Plumer.	Ward 5.—William H. Huse, John T. Page,* Augustus Pearson.*
Ward 3.—Charles O. Morse, William A. Davis, George J. Ross.	Ward 6.—John J. Currier, Albert S. Pettigrew, John P. McQuillen.

City Clerk—Eleazer Johnson.\* City Mess'ger—David E. Cutter.\*

Treasurer and Collector—Daniel Granger.\*

SCHOOL COMMITTEE.

Ward 1.—Benaiah G. Gerrish, Franklin Furber.	Ward 4.—William Thurston, William Horton.*
Ward 2.—Nathaniel Pierce, William E. Currier.	Ward 5.—Edward S. Moseley, Nathan A. Moulton.
Ward 3.—Artemas B. Muzzey, M. Otis Hall.	Ward 6.—Francis A. Howe, Joseph V. Jackman.

OVERSEERS OF THE POOR.

Geo. W. Woodwell,	David Currier,*	John Teel,*
Nathaniel Hunt,*	Henry Stover,	Thomas Merrill, jr.,

ASSESSORS.

Amos Wood,*	Enoch G. Currier,	Moses H. Fowler.
-------------	-------------------	------------------

Chief Engineer—John B. Pritchard.

ASSISTANT ENGINEERS.

Charles H. Goodwin,	Eben P. Cutter,	William C. Colby,*
John P. McQuillen,	Isaac Poor,	Daniel H. Smith.

City Marshal—James P. L. Westcott.

CONSTABLES.

J. P. L. Westcott,	Nehemiah Flanders,	Wooster Smith,
D. C. Batchelder,	John Akerman,*	Aaron P Sargent.*

\*Deceased,

†Resigned.

‡Elected to fill vacancy.

MAYOR—MOSES DAVENPORT.\*

“ GEO. W. JACKMAN, JR. †

ALDERMEN.

- |                           |                             |
|---------------------------|-----------------------------|
| Ward 1.—ISAAC HALE, JR. * | Ward 4.—J. A. FROTHINGHAM,* |
| “ 2.—NATHANIEL PIERCE,    | “ 5.—WILLIAM H. HUSE,       |
| “ 3.—GEORGE J. GEORGE,    | “ 6.—G. W. JACKMAN, JR., †  |
|                           | “ “ WINTHROP O. EVANS. †    |

COMMON COUNCIL.

- President—CHARLES O. MORSE. Clerk—A. W. GREENLEAF.
- |   |  |
|---|--|
| Ward 1.—Charles H. Goodwin,<br>Hiram Janvin,<br>Michael Wormstead.* | Ward 4.—Albert W. Bartlett,*<br>Charles M. Hodge,<br>Charles R. Titcomb. |
| Ward 2.—Ralph C. Huse,*<br>Joseph G. Gerrish,<br>Moody Lunt.        | Ward 5.—Charles A. Hilliard,<br>John Bailey,*<br>Augustus Pearson.*      |
| Ward 3.—Charles O. Morse,<br>William A. Davis,<br>Curtis French.*   | Ward 6.—John J. Currier,<br>John P. McQuillen,<br>Albert S. Pettigrew.   |

City Clerk—Eleazer Johnson.\* City Mess'ger—David E. Cutter.\*

Treasurer and Collector—Daniel Granger.\*

SCHOOL COMMITTEE.

- |   |  |
|---|--|
| Ward 1.—Benaiah G. Gerrish,<br>William Hale.*     | Ward 4.—William Thurston,<br>William Horton,*    |
| Ward 2.—William E. Currier,<br>George W. Hale.    | Ward 5.—Edward S. Moseley,<br>Nathan A. Moulton. |
| Ward 3.—Artemus B. Muzzey,<br>Benjamin R. Knapp.* | Ward 6.—Daniel T. Fiske,<br>Joseph V. Jackman.   |

OVERSEERS OF THE POOR.

- |                   |                    |                     |
|-------------------|--------------------|---------------------|
| Geo. W. Woodwell, | Sam'l H. Rundlett, | Pottle Richardson,* |
| Edmund Pike,*     | Henry Stover,      | Emery Coffin.       |

ASSESSORS.

- |                  |            |                    |
|------------------|------------|--------------------|
| Moses H. Fowler, | John Huse, | Nathaniel Greeley. |
|------------------|------------|--------------------|

Chief Engineer—John B. Pritchard.

ASSISTANT ENGINEERS.

- |                     |                  |                    |
|---------------------|------------------|--------------------|
| John P. McQuillen,* | Isaac Poor,      | William C. Colby,* |
| Charles H. Goodwin, | Daniel H. Smith, | Eben P. Cutter.    |

City Marshal—James P. L. Westcott.

CONSTABLES.

- |                    |                    |                |
|--------------------|--------------------|----------------|
| Nehemiah Flanders, | D. C. Batchelder,  | Wooster Smith, |
| John Akerman,*     | Aaron P. Sargent,* | D. E. Cutter,* |

\*Deceased. 36 †Resigned. ‡Elected to fill vacancy.

MAYOR—ISAAC H. BOARDMAN.

ALDERMEN.

Ward 1.—SAMUEL PETTINGELL,	Ward 4.—JOHN N. PIKE,
“ 2.—WILLIAM GRAVES.*	“ 5.—WILLIAM H. HUSE,
“ 3.—N. C. GREENOUGH.*	“ 6.—JOHN J. CURRIER.

COMMON COUNCIL.

President—MARK SYMONS.\* Clerk—A. W. GREENLEAF.

Ward 1.—Moses Pettingell jr.,	Ward 4.—Enoch M. Read,
Paul G. Lunt,*	Enoch Pierce,
B. Gardner Gerrish.	Charles M. Hodge.
Ward 2.—Mark Symons,*	Ward 5.—Thomas H. Cutter,
Nicholas Varina,	Greenleaf Boardman,*
Thomas C. Goodwin.*	Paul R. Pickering.
Ward 3.—William H. Johnson,	Ward 6.—John Currier, 3d,*
John R. Stanwood,	Stephen M. Pillsbury,
Nathaniel S. Osgood.	Eben B. Whitmore.

City Clerk—Eleazer Johnson.\* City Mess'ger—David E. Cutter.\*

Treasurer and Collector—Daniel Granger.\*

SCHOOL COMMITTEE.

Ward 1.—Moody D. Cook,	Ward 4.—William Thurston,
Isaac A. Bray.*	Jacob Stevens.*
Ward 2.—William E. Currier,	Ward 5.—Nathan A. Moulton,
George W. Hale.	James N. Sykes.*
Ward 3.—David J. Adams,	Ward 6.—Joseph V. Jackman,
Ashbel G. Vermilye.	Harrison G. Johnson.

OVERSEERS OF THE POOR.

Geo. W. Woodwell,	John Moore,*	John Teel,*
Charles Currier,*	Michael Atkinson,	Thomas Merrill.

ASSESSORS.

Moses H. Fowler, William E. Currier, Thomas H. Gould.

Chief Engineer—John B. Pritchard.

ASSISTANT ENGINEERS.

Isaac Poor,	Henry T. Moody,*	Charles H. Currier,
William A. Davis,	John A. Cooper,	Spofford McQuillen.

City Marshal—George Janvrin.

CONSTABLES.

John Akerman,*	John H. Page,	George Janvrin,
Caleb H. Howard,*	David E. Cutter,*	William Lunt.*

\*Deceased.

## MAYOR—GEORGE W. JACKMAN, JR.

## ALDERMEN.

Ward 1.—SAMUEL PETTINGELL,      Ward 4.—ENOCH M. READ,  
 “ 2.—RALPH C. HUSE,\*      “ 5.—JOHN T. PAGE,\*  
 “ 3.—N. C. GREENOUGH,\*      “ 6.—JOHN J. CURRIER.

## COMMON COUNCIL.

President—B. GARDNER GERRISH. Clerk—A. W. GREENLEAF.  
 Ward 1.—B. Gardner Gerrish,      Ward 4.—Charles M. Hodge,  
           Paul G. Lunt,\*                                      Horatio N. Dennett,  
           M. Pettingell, jr.,                                      William Forbes.\*  
 Ward 2.—Henry Cook,      Ward 5.—Thomas H. Cutter,  
           Moody Lunt,    Greenleaf Boardman,\*  
           Thomas C. Goodwin.\*                                      Paul R. Pickering.  
 Ward 3.—Isaac C. Clement,\*      Ward 6.—John Currier, 3d,  
           Samuel A. Smith,\*                                      Eben B. Whitmore,  
           John R. Stanwood.                                      William Plummer.

City Clerk—Eleazer Johnson.\*      City Mess'ger—David E. Cutter.\*

Treasurer and Collector—Daniel Granger.\*

## SCHOOL COMMITTEE.

Ward 1.—Moody D. Cook,      Ward 4.—William Thurston,  
           Isaac A. Bray.\*                                      Benjamin Y. George.  
 Ward 2.—William E. Currier,      Ward 5.—James N. Sykes,\*  
           George W. Hale.    Harrison G. Johnson.  
 Ward 3.—David J. Adams,      Ward 6.—J. L. Newhall, jr.,\*  
           Warren Currier.    Horace Choate.

## OVERSEERS OF THE POOR.

Geo. W. Woodwell,      Michael Atkinson,      John Teel.\*

## ASSESSORS.

Moses H. Fowler.      Thomas H. Gould,      John Huse.

Chief Engineer—John B. Pritchard.

## ASSISTANT ENGINEERS.

William A. Davis,      Isaac Poor,      Henry T. Moody,\*  
 Reuben Dade,\*      John A. Cooper,      William H. Fitts.\*

City Marshal—Nehemiah Flanders.

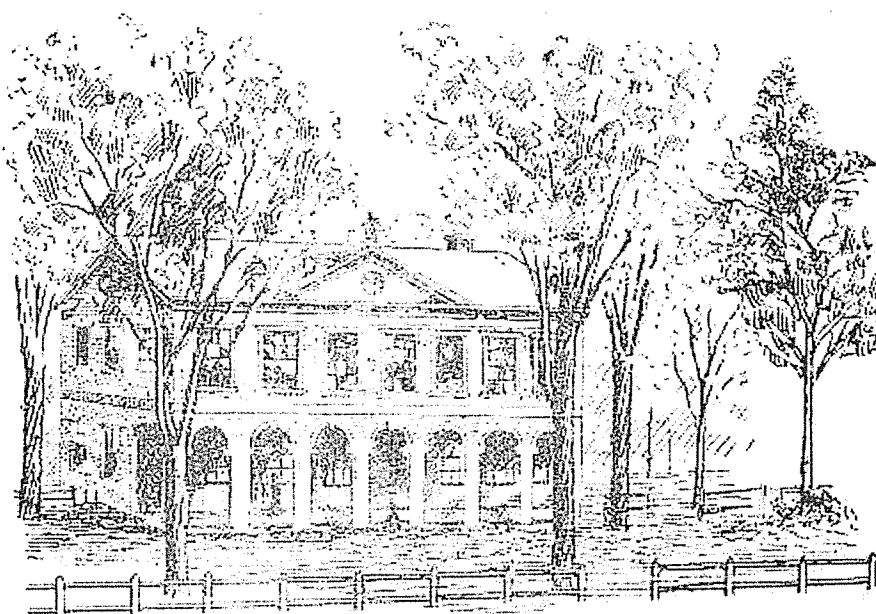
## CONSTABLES.

William H. Fitts,\*      Nehemiah Flanders,      John H. Page.

\*Deceased.

in, where in bold relief, stood a female figure, representing Justice, holding a pair of scales in her right hand. A pencil sketch of the court house, made by the late Charles M. Hodge, is reproduced herewith.

For nearly thirty years town meetings were held in the court house, and a school for girls was kept in one of the lower rooms. April 8, 1841, a committee, consisting of Ebenezer Mosely, Charles H. White, and Henry Frothingham, was ap-



TOWN AND COURT HOUSE, 1843.

pointed to sell all the town's interest in the building, and on the third day of June following they conveyed the property to the county of Essex.

In 1853, the court house was remodeled. The old roof was taken down and replaced by a new one with heavy eaves and brackets. The brick arches in front were closed up, the figure of Justice was removed, and the entire building covered

Newburyport Town Records, vol. III, p. 300; Essex Deeds, Book 276, leaf 114.



# EXHIBIT B

Mary E Hewett  
Arthur J Hewett  
See Hew.H

(Cole) SCHEDULE SHEET

Julia A, Edward A Arthur J (JR) Lucy M Hewett  
 & Ellen Ernest Mary E (Meredith) (1933) Mead

Locus	132 High St.		in Newburyport		Essex South County
Beginning	4-16-18		Ending		Cont
4-16-18	New Coop	m	2388	173	Dis - 2784-251 ✓
6-23-32	Lucy Hewett	✓ D	2920	412	(n)
10-13-37	New fire	✓ m	3125	467	Dis - 5426-626 ✓
5-8-40	New fire	✓ m	3216	413	(n)
8-10-40	R. Thoms	✓ D	3228	74	(n)
6-23-45	Mason	✓ D	3415	392	(n)
7-3-47	Pond	✓ D	3556	190	(n)
10-18-50	Haw Elec	✓ Ernest	3777	857	(n)
11-8-54	Roche	✓ D	3783	155	(n)
12-18-50	West	✓ D	3791	226	(n)
8-16-55	Nbpt fire	✓ m	4195	488	(n)
10-1-59	Nbpt fire	✓ m	4605	201	(n)
2-29-60	Nbpt fire	✓ m	4647	1	(n)
12-4-62	Abpt Inst	✓ m	5017	115	(n) 134-136 High
		✓ m		117	(n)
2-28-63	Abpt fire	✓ m	5039	517	(n) 116-120 High
12-29-64	Abpt fire	✓ m	5414	341	Dis See 10-55-384 ✓ laws
					1964-1973 1961 1880-1990
					1974-1978 1962 1941-1950
					1963 1951-1960

SCHEDULE SHEET

Arthur J Hewett Jr.  
 Julia A Cole  
 Edward A Hewett est  
 Ellen Ernest  
 Mary Macleod - mcleod

Margaret Hewett

Locus	132 High St		in		Newburyport	Essex South County
Beginning	Est		Ending		9-8-05	
6-22-76	Trust	✓	6251	451	Revol 15431-233	✓
6-22-76	Hewett	✓ D	6251	460		
6-22-76	J Cole	✓ D	6521	462	36 High St.	
2-16-88	M D Rea	✓ Ernest	9397	451	plan 236-30	
3-21-03	CJ Hewett	✓ D	20417	509		
9-8-05	Teckin	✓ D	27807	379		
10-23-98	Cole	✓ Ernest	15177	585		
10-23-98	Hewett	✓ D	15177	586	Trust	
5-28-03	E. Hewett	✓ D	20899	233		
2-28-03	death cert	✓	20251	432	Margaret	
2-28-03	est tax	✓	20251	430	Margaret	

SCHEDULE SHEET

Teckla LLC

Locus	132 High St.		in		Newburyport Essex South County	
Beginning	8:12:05		Ending			
1.7.99	inmt	✓	15385	62	236.29	inmt of lease ✓ 24554-250
9.8.05	New fire	✓ M	21807	355	Dis - 25665-493	✓
9.8.05	New fire	✓ Asqt	21807	362	Dis - 25665-493	✓
3.31.06	New fire	✓ M	25516	284	Dis - 27249-374	✓
3.31.06	New fire	✓ Asqt	25516	291	mtg dis	✓
4.26.07	New fire	✓ M	26775	170	Dis - 27339-511	✓
4.26.07	New fire	✓ Asqt	26775	200	Dis - 27339-512	✓
4.26.07	VCC	✓	26775	207	mtg dis	✓
11.9.07	New fire	✓ M	27312	488	Dis - 31146-237	✓
11.9.07	New fire	Asqt	27312	499	Dis 31146-238	✓
10.2.08	New fire	✓ M	28074	422	Dis - 30800-57	✓
10.2.08	New fire	✓ Asqt	28074	439	mtg Dis.	✓
10.8.10	New fire	✓ M	29851	571	Dis 30920-83	✓
10.8.10	New fire	✓ Asqt	29851	588	Dis 30920-84	✓
11.4.11	New fire	✓ M	30800	60	Dis - 31208-225	✓
11.4.11	New fire	✓ Asqt	30800	78	Dis 31208-226	✓



585, hereby acknowledges that it has received full payment and satisfaction of the debt thereby secured and of the conditions therein contained, and in consideration thereof it hereby cancels and discharges said mortgage. IN WITNESS WHEREOF, the said Newburyport Co-operative Bank has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by its Treasurer, this 15th day of April, A. D. 1918.

COMMONWEALTH OF ) Newburyport Co-operative Bank (Corporate seal)  
MASSACHUSETTS. ) By Geo E. Stickney Treasurer.  
Essex, ss. Apr. ) Approved, Webster D. Adams Director.

15, 1918. Then personally appeared the above named Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Newburyport Co-operative Bank, before me,

Sarah B. Gerrish Special Commissioner.

My Commission as Special Commissioner expires Dec. 29, 1921.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

Discharges

Newburyport Co-op. Bk. to Roberts et ux.

KNOW ALL MEN BY THESE PRESENTS that the Newburyport Co-operative Bank of Newburyport, in the County of Essex and Commonwealth of Massachusetts, the mortgagee named in two certain mortgages given by Fred L. Roberts et ux dated Novem 24 A. D. 1906, Apr. 7, 1908 and recorded with Essex Reg So Dist Deeds Lib. 1850, 1919, Fol. 561, 575, hereby acknowledges that it has received full payment and satisfaction of the debts thereby secured and of the conditions therein contained, and in consideration thereof it hereby cancels and discharges said mortgages. IN WITNESS WHEREOF, the said Newburyport Co-operative Bank has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by its Treas. this 15th day of Apr, A. D. 1918.

COMMONWEALTH OF ) Newburyport Co-operative Bank (Corporate seal)  
MASSACHUSETTS. ) By Geo. E. Stickney Tres.  
Essex, ss. Apr. ) Approved, Nathaniel N. Jones Director.

15 1918. Then personally appeared the above named Treasr. and acknowledged the foregoing instrument to be the free act and deed of the Newburyport Co-operative Bank, before me,

Nathaniel N. Jones Justice of the Peace.

My Commission as Justice of the Peace expires April 19, 1918.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

2388-172

Currier to Hewett

I, Effie C. Currier widow of Warren T. Currier, deceased, late of Brookline, Norfolk County, Massachusetts, for consideration paid, grant to Mary E. Hewett

ett, widow of Newburyport, Essex County, with Warranty Covenants the land in NEWBURYPORT aforesaid, with the dwelling house thereon, situate on High Street, and bounded and described as follows, viz: Southwesterly by High Street, there measuring about sixty five feet, Northwesterly by land formerly of Charles H. Coffin, now of Kimball, there measuring about one hundred ten feet, Northeasterly by land formerly of Ingraham but now of Hoyt, there measuring about sixty five feet, Southeasterly by land of Worcester, there measuring about one hundred ten feet. Being the same premises conveyed to my father Charles M. Hodge by Elizabeth Hodge et al by deed dated Nov. 13, 1854, recorded with Essex So. Dist. Deeds, Book 504 Page 44 My title is derived in part from my mother Caroline A. B. Hodge who died intestate Feb. 13, 1894 and by deed of my sister Annie L. Hodge to me dated Nov. 15th, 1896, recorded with said Deeds Book 1469 Page 116 Subject to the taxes for the year 1918, which the grantee by the acceptance of this deed assumes, and agrees to pay. WITNESS my hand and seal this tenth day of April 1918.

1 Orange St.  
Newburyport  
Mass.  
One \$5 & one  
.50 R. Stamps  
Documentary  
Canceled

Effie C. Currier (seal)

Witness

COMMONWEALTH OF MASSACHUSETTS

Annie A. Humphreys

Essex ss. Newburyport, April 10th

1918. Then personally appeared the above named Effie C. Currier and acknowledged the foregoing instrument to be her free act and deed, before me, Wm. T. Humphreys Justice of the Peace.

My Commission expires Jan'y 16, 1925.

Essex ss. Received Apr. 16, 1918. 46 m. past 10 A.M. Recorded and Examined.

I, Mary E. Hewett of Newburyport, Essex County, Massachusetts, being unmarried, for consideration paid, grant to Newburyport Co-operative Bank, situated in Newburyport Essex County, Massachusetts, with Mortgage Covenants, to secure the payment of three thousand dollars, and interest and fines as provided in my note of even date, the land in NEWBURYPORT aforesaid and bounded and described as follows, viz: Southwesterly on High Street sixty five feet more or less; Northwesterly on land formerly of Charles H. Coffin one hundred ten feet more or less; Northeasterly on land now or formerly of Ingraham sixty five feet more or less; Southeasterly on land now or formerly of Worcester one hundred ten feet more or less Being same premises to me conveyed by Effie C. Currier by her deed to be recorded herewith. I, Mary E. Hewett, aforesaid hereby transfer and pledge to the said mortgagee 15 shares in the 61st series of its capital stock as collateral security for the performance of the conditions of this mortgage, and my said note upon which shares said sum of Three thousand dollars has been advanced to me by the mortgagee. The monthly payments under this

Hewett  
to  
Newburyport Co-op. Bk.

Discharge  
B. 2784 P. 251

B  
No. 161044

Hewett, Mary E. test <sup>Wid.</sup> ~~test~~ <sup>Wid.</sup>

PROBATE OF WILL.

[WITHOUT SURETIES.]

PETITION—CITATION—DECREE.

Filed April 25 1928.

Returnable May 21 1928.

Allowed May 5 1930.  
Mpt. D. n.  
cit. m.

Recorded Vol. 966 Page 230

B.M.

For Petitioner:

Michael S. O'Brien  
511-12 Bay State Bldg.,  
Lawrence, Mass.

For Respondent:

4  
ENTRY FEE PAID

B.P.



[Minors must be so designated, and the names of their guardians, if any, given. The heirs-at-law and next of kin may be determined by reference to Chapters 125 and 130 of the Public Statutes.]

To THE HONORABLE THE JUDGE OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX:

RESPECTFULLY represents Arthur J. Hewett, of Newburyport in the County of Essex that Mary T. Hewett, widow, who last dwelt in Newbury in said County of Essex, died on the ninth day of April, in the year of our Lord one thousand nine hundred and twenty-eight, possessed of goods and estate remaining to be administered, leaving as ~~widow-husband~~ her only heirs-at-law and next of kin, the persons whose names, residences and relationship to the deceased are as follows, viz.:

NAME.	RESIDENCE.	RELATIONSHIP.
Harry T. Hewett	Newbury, Mass.	Son
Grace G. Harrington	Lawrence, Mass.	Daughter
Mabel A. Kelley	Newburyport, Mass.	Daughter
Augustine G. F. Hewett	Tampa, Florida.	Son
Arthur J. Hewett	Newburyport, Mass.	Son
Robert R. Hewett	Plymouth, N. H.	Son
Ella A. Hewett	Newbury, Mass.	Daughter
Madaline O'Connor	Newbury, Mass.	Daughter
J. Charles Hewett	Newburyport, Mass.	Son
Charlotte Louise Hewett	Tampa, Florida.	Grand daughter

Wherefore your petitioner prays that said will ~~and executor~~ may be proved and allowed and letters testamentary issued to him, without giving a surety on his official bond, and certifies that the statements herein contained are true to the best of his knowledge and belief.

Dated this sixteenth day of April, A. D. 1928.

*Arthur J. Hewett*

Essex, ss. Subscribed and sworn to this sixteenth day of April, A. D. 1928

Before me, *William S. Green* Justice of the Peace.

The undersigned, being all the persons interested in the estate who are of full age and legal capacity, other than creditors, and the guardians of persons interested therein, hereby consent that the above-named petitioner be exempt from giving any surety on his bond, and that the above petition be granted.

*J. Charles Hewett*

COMMONWEALTH OF MASSACHUSETTS.

ESSEX, ss.

PROBATE COURT.

To the heirs-at-law, next of kin and all other persons interested in the estate of Mary E. Hewitt, otherwise known as Mary E. Hewitt late of Newbury in said County widow deceased.

WHEREAS, a certain instrument purporting to be the last will and testament—and codicil—of said deceased has been presented to said Court, for probate, by Arthur J. Hewitt

who prays that letters testamentary may be issued to him, the executor therein named, as Arthur J. Hewitt without giving a surety on his official bond :

You are hereby cited to appear at a Probate Court, to be held at Salem in said County of Essex, on the twenty-first day of May A. D. 1928, at ten o'clock in the forenoon, to show cause, if any you have, why the same should not be granted.

And said petitioner is hereby directed to give public notice thereof, by publishing this citation once in each week, for three successive weeks, in the Newburyport Daily News a newspaper published in Newburyport the last publication to be one day, at least, before said Court, and by mailing, post-paid, or delivering a copy of this citation to all known persons interested in the estate, seven days at least before said Court.

WITNESS Harry R. Dow Esquire, Judge of said Court, this twenty-seventh day of April in the year one thousand nine hundred and twenty-eight [Signature] Register.

I have served the above citation as therein ordered, by

Essex, ss. A. D. 19 . Then personally appeared and made oath that the above return by h subscribed is true.

Before me,

Justice of the Peace.

COMMONWEALTH OF MASSACHUSETTS.

ESSEX, SS.

At a Probate Court holden at Salem in and for said County of Essex, on the fifth day of May in the year of our Lord one thousand nine hundred and thirty

ON the petition of Arthur J. Hewitt of Newburyport in the County of Essex

praying that the instrument therewith presented, purporting to be the last will and testament and codicil of Mary E. Hewitt, otherwise known as late of Newbury in said County of Essex, widow deceased, may be proved and allowed, and letters testamentary issued to him the executor therein named; as Arthur J. Hewitt without giving a surety on his bond;

and the heirs-at-law, next of kin and all other persons interested, having been notified, according to the order of the Court, to appear and show cause, if any they have, against the same: and after hearing and no party objecting thereto, and it appearing by verdict of a jury in Superior Court upon issues heretofore allowed

that said instrument is the last will and testament of said deceased, and was as legally executed, and that said testator was, at the time of making the same, of full age, and sound mind, and was not procured by fraud or undue influence; and that said petitioner is a competent person to be appointed to said trust;

IT IS THEREFORE DECREED that said instrument be approved and allowed as the last will and testament of said deceased, and letters testamentary be issued to said petitioner

he first giving bond without sureties, for the due performance of said trust.

Handwritten signature of the Judge of Probate Court.

BE IT REMEMBERED, that I, Mary E. Hewitt, widow, of Newburyport, in the County of Essex and Commonwealth of Massachusetts, being of sound mind and memory, but knowing the uncertainty of this life, do make this my last will and testament, hereby revoking all wills and codicils heretofore made by me.

After the payment of my just debts and funeral charges, I bequeath and devise as follows:

1. I give to my son Dr. Harry Hewitt the sum of one hundred (\$100.00) dollars.

2. I give to my daughter Grace G. Harrington the sum of one hundred (\$100.00) dollars.

3. I give to my daughter Mabel A. Kelley the sum of one hundred (\$100.00) dollars.

4. I give to my son Augustine G. Hewitt the sum of one hundred (\$100.00) dollars.

5. I give to my son Robert R. Hewitt the sum of one hundred (\$100.00) dollars.

6. I give to Louise G. Hewitt, daughter of my said son Augustine G. Hewitt, the sum of five hundred (\$500.00) dollars.

7. I give the land and buildings known as the Phoenix Building, situated at #22-24-26 State Street, Newburyport, Massachusetts, in equal shares, to my son Dr. Arthur J. Hewitt, and to my daughter Ella A. Hewitt.

8. I give the land and buildings situated at #46-48 State Street, Newburyport, Massachusetts, in equal shares, to my daughter Ella A. Hewitt and my daughter Madeline O'Connor and my son J. Charles Hewitt.

9. I give the land and buildings located at #152 High Street, Newburyport, Massachusetts, to my son Dr. Arthur J. Hewitt.

10. I give the land and buildings known as the Hewitt Cot-

Mary E. Hewitt

tage and Longwood Cottage at Big Boars Head, Hampton Beach, New-Hampshire, in equal shares, to my said sons J. Charles Hewitt and Dr. Arthur J. Hewitt, and to my daughter Ella A. Hewitt.

11. I give all my right, title and interest in the new Colonial House, Green Street, Newbury, Massachusetts, in equal shares to my daughters Ella A. Hewitt and Madeline O'Connor.

12. I give all my land, including lots #22-23-24, Block 67, Zephyrhills, Florida, to my said son Dr. Arthur J. Hewitt.

13. I give my lot of land, which I own in Methuen, Massachusetts, which may be in the Bradley Plot or Bradley Platt, to my said daughter Ella A. Hewitt.

14. All my stocks and bonds I give to my said son Dr. Arthur J. Hewitt.

15. All my personal belongings, including furniture, jewelry, household equipment and personal belongings, of every nature and description, I give to my daughter Ella A. Hewitt.

16. All the remainder of my property, of every nature and description, I give, devise, and bequeath unto my said son Dr. Arthur J. Hewitt.

17. My purpose in giving so much of my estate to my said son Dr. Arthur J. Hewitt is that his earnings have been the chief means by which said property was purchased and placed in my name.

18. I nominate and appoint my said son Arthur J. Hewitt to be the executor of this will, and I request that he be exempt from giving any surety or sureties on his official bond.

In testimony whereof, I hereunto set my hand, and in the presence of three witnesses declare this to be my last will, this sixteenth day of June, in the year one thousand nine hundred and twenty seven.

Mary E. Hewitt

On this sixteenth day of June, A. D., 1927, Mary E. Hewitt, of Newburyport, Massachusetts, has signed the foregoing instrument in our presence, declaring it to be her last will, and as witnesses thereof we three do now, at her request, in her presence and in the presence of each other, hereto subscribe our names.

7 Beatrice V. Walsh

A. Donald Holding

Sumner S. Breen

7. B

No. 161044

Hewett Mary E. N. P.

SPECIAL ADMINISTRATION.

Petition—Citation—Decree.

Filed July 12 1928.

Returnable ..... 19 .

Allowed July 12 1928

Recorded Vol. 962 Page 178

P. M.

2/ B.P.

[Notice may be ordered at the discretion of the Court.]

TO THE HONORABLE THE JUDGE OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX :

RESPECTFULLY represents Ernest Foss of Newburyport in the County of Essex that Mary E. Hewett, otherwise known as Mary E. Hewitt, who last dwelt in Newbury in said County of Essex, widow, died on the ninth day of April in the year of our Lord one thousand nine hundred and twenty-eight possessed of goods and estate remaining to be administered, and that there is delay in granting letters testamentary on her estate, by reason of her last will being contested by persons interested and there being an issue of fact pending therein to be determined by a jury and that your petitioner is an attorney at law in said Newburyport.

WHEREFORE your petitioner prays that he may be appointed special administrator of the estate of said deceased; and may be authorized to take charge of all the real estate of said deceased and to collect rents and make necessary repairs, and certifies that the statements herein contained are true to the best of his knowledge and belief.

Dated this eleventh day of July A. D. 1928.

Ernest Foss

Essex, ss. Subscribed and sworn to this eleventh day of July A. D. 1928.

Before me,

George P. [Signature] Justice of the Peace.

The undersigned, being all the persons interested, hereby assent to the foregoing petition.



COMMONWEALTH OF MASSACHUSETTS.

ESSEX, SS.

At a Probate Court holden at Salem in and for said County of Essex on the twelfth day of July in the year of our Lord one thousand nine hundred and twenty eight

THE petition of Ernest Foss of Newburyport in the County of Essex praying

to be appointed special administrator of the estate of Mary E. Bennett ~~whose name~~ known as Mary E. Bennett late of Newbury in said County of Essex widow deceased, having been considered, and it appearing that there is delay in granting letters testamentary on the estate of said deceased by reason of objections to the probate of a paper writing purporting to be the last will and testament of said deceased and that

IT IS DECREED that said Ernest Foss of Newburyport ~~said petitioner~~ be appointed special administrator of said estate; and that he be authorized to take charge of all the real estate of said deceased, collect the rents and make necessary repairs, and to keep the buildings thereon insured he first giving bond, with sufficient sureties, for the due performance of said trust.

Wm. K. Jones Judge of Probate Court.

[The administrator must file the inventory in the Registry of Probate within three months after his appointment.]

# COMMONWEALTH OF MASSACHUSETTS.

Essex, ss.

## PROBATE COURT.

To George R French  
of Salisbury  
in said County

GREETING:

You are hereby appointed to appraise, on oath, the estate and effects of late of Mary E Bennett otherwise known as Mary E Bennett in said County of Essex, widow deceased, which may be in said Commonwealth. When you have performed that service, you will deliver this order, with your doings in pursuance thereof, to Ernest Ross special administrator of the estate of said deceased, that he may return the same to the Probate Court for said County of Essex.

Witness my hand and the seal of said Court, this thirtieth day of July in the year of our Lord one thousand nine hundred and twenty-eight,  
Oliver H. Peck Register of Probate Court.

Essex, ss. October 30, A. D. 19 28. Then the above-named appraiser personally appeared and made oath that he would faithfully and impartially discharge the trust reposed in him by the foregoing order.

Before me,

Jennie E. Osgood - Justice of the Peace.  
Notary Public.

Pursuant to the foregoing order to me directed, I have appraised said estate as follows, to wit:

Amount of Personal Estate, as per schedule exhibited, . . . \$ 7,647.65  
Amount of Real Estate, as per schedule exhibited, . . . \$ 40,925.-

George R French } Appraiser

Essex, ss. October 30, A. D. 19 28. Then personally appeared Ernest Ross the administrator of said estate, and made oath that the foregoing is a true and perfect inventory of all the estate of said deceased, that has come to his possession or knowledge.

Before me,

Jennie E. Osgood Justice of the Peace.  
Notary Public.

Schedule of Real Estate in Detail.

	DOLLS.	CTS.
House & Land 132 High St. Newburyport Mass.	.	..
Value \$7,000, less Mtg. Npl. Co-operative Bank \$3,000	4,000	-
Phoenix Building - 26 State St. Newburyport		
Value \$30,000, less Mtg. Inst. For Savings \$12,000	18,000	-
Store - 46-48 State Street Newburyport Mass.	9,750	-
Single cottage Hampton Beach N.H.	3,000	-
Double cottage Hampton Beach N.H.	6,000	-
Lot of land, Methuen, Mass.	225	-
	<u>\$40,975</u>	-

COMMONWEALTH OF MASSACHUSETTS

Essex ss.

Superior Court  
March Term 1930.  
No. 38855.

Arthur J. Hewett Petitioner.

vs.

Harry E. Hewett et alii Respondents.

AGREEMENT FOR VERDICT

In the above entitled action it is hereby agreed that verdict may be ordered answering "No" to the question "Was the instrument propounded for probate as the last will of said Mary E. Hewett procured to be made by the fraud or undue influence of Madeline E. O'Connor exercised upon the said Mary E. Hewett;" And the further agreement on the part of the contestants that said will may be probated and no appeal will be taken therefrom.

Michael S. O'Brien  
Attorney for Petitioner

T. S. Herlihy  
Attorney for Contestants

Apr 4-30-  
Filed  
A.N.Frost  
Clerk

A True Copy.

Attest:

*Charles H. Metcalf.*  
Asst. Clerk.

No. 161044

Hewitt, Mary E. test.

EXECUTOR'S BOND.  
[WITHOUT SURETIES]

Approved May 5 1930.

Recorded Vol. 966 Page 230.

APPRAISERS SUGGESTED.

[Must be disinterested.]

Daniel A. Arundel

of Lawrence, Mass.

of

of

I, Arthur J. Hewitt the within-named executor or  
declare that to the best of my knowledge and belief, the estate and effects of the within-named  
deceased do not exceed in value the following-mentioned sums, viz.:

Real Estate, \$61,000.00  
Personal Estate, \$ 3400.00

[SIGN] Arthur J. Hewitt



[The executor must file the inventory in the Registry of Probate within three months after his appointment.]

# COMMONWEALTH OF MASSACHUSETTS.

ESSEX, SS.

## PROBATE COURT.

To Daniel A. Arundel  
of Lawrence  
in said County

GREETING:

YOU are hereby appointed to appraise, on oath, the estate and effects of Mary E. Hewett, otherwise known as Mary E. Hewitt late of Newbury in said County of Essex, widow deceased, which may be in said Commonwealth. When you have performed that service you will deliver this order, with your doings in pursuance thereof, to Arthur J. Hewett the executor of the last will and testament of said deceased, that he may return the same to the Probate Court for said County of Essex.

Witness my hand and the seal of said Court, this fifth day of May in the year of our Lord one thousand nine hundred and twenty three  
Alonso de Atherton Register of Probate Court.

Essex, ss. June 6, A. D. 1930. Then the above-named appraiser personally appeared and made oath that he would faithfully and impartially discharge the trust reposed in him by the foregoing order.

Before me, Jessie S. Brewer Justice of the Peace.

Pursuant to the foregoing order to me directed, I have appraised said estate as follows, to wit:  
Amount of Personal Estate, as per schedule exhibited, . . . \$ 6434.41.  
Amount of Real Estate, as per schedule exhibited, . . . \$ 40925.00.

Daniel A. Arundel Appraiser .

Essex, ss. June 6, A. D. 1930. Then personally appeared Arthur J. Hewett the executor of the will of said deceased, and made oath that the foregoing is a true and perfect inventory of all the estate of said deceased, that has come to his possession or knowledge.

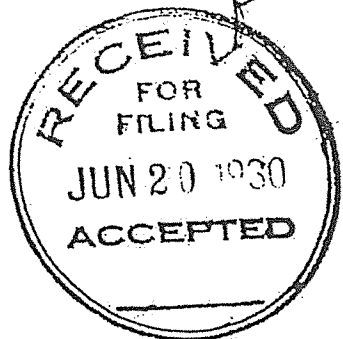
Before me, Jessie S. Brewer Justice of the Peace.



16

No. 161044

*Special* Hewett, Mary E.  
ADMINISTRATOR'S *first and final* ACCOUNT



Returnable ..... 19  
Allowed *June 20* 1930  
Rec. Book *959* Page *345*

*1/2*

Essex, ss.

*May 27,* A. D. 1930

Then appeared the within named  
**Ernest Foss**

and made oath that the within account  
just and true. Before me,

*Jennie E. Osgood*  
Justice of the Peace  
*Notary Public*

*B.P.*  
*ex*

17

No. 161044

Hewett, Mary E. Wt. test.  
EXECUTOR'S *1st* and ACCOUNT.  
*final*



Returnable ..... 19  
Allowed *Jan 30* 1931  
Rec. Book *974* Page *293*

Essex, ss.

January 21, A. D. 1931.

Then appeared the within named  
**Arthur J. Hewett**

and made oath that the within account  
is just and true. Before me,

*Immanuel R. ...*  
Justice of the Peace.

*B.P.*



Federal National Bank of Boston, affixing its corporate seal hereto, being thereunto duly authorized, on this 10th day of June, 1932

COMMONWEALTH OF ) Federal National Bank of Boston (Corporate seal)  
MASSACHUSETTS ) By Herbert Pearson Receiver as aforesaid  
Suffolk ss. ) Herbert Pearson (seal)  
June 10, 1932 ) Receiver of Federal National Bank of Boston, Mass.

Then personally appeared the above-named Herbert Pearson, Receiver, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the Federal National Bank of Boston before me,

John M. Hogan Notary Public

My Commission expires Nov. 10, 1933

Essex ss. Received June 23, 1932. 30 m. past 8 A.M. Recorded and Examined.

Assent  
Rockport Country Club of Rockport, Mass.  
Attached foregoing

Rockport Country Club of Rockport, Massachusetts, a corporation duly established by law at said Rockport, hereby assents to, and approves the execution and delivery of, the deed of Federal National Bank to the Rockport National Bank, to which deed this instrument is affixed, the same having been executed and delivered at the written request of said Rockport Country Club, and confirms the recital of facts in said deed set out, and assents to all the terms and conditions thereof. IN WITNESS WHEREOF the said Rockport Country Club of Rockport, Massachusetts, has caused these presents to be signed, in its name and behalf and as its act, and its seal to be hereunto affixed, by Louis A. Rogers, its Treasurer, hereunto duly authorized, this 10th day of June, A.D. 1932.

COMMONWEALTH OF ) Rockport Country Club of Rockport, Massachusetts  
MASSACHUSETTS ) By Louis A. Rogers Treasurer (Corporate seal)

Essex, ss. Rockport, June 10 1932. Then personally appeared the above named Louis A. Rogers and acknowledged the foregoing instrument to be the free act and deed of Rockport Country Club of Massachusetts, before me,

Frederick H. Tarr Notary Public

Essex ss. Received June 23, 1932. 30 m. past 8 A.M. Recorded and Examined.

2920-418

Hewett  
to  
Hewett

I, Arthur J. Hewett, of Newburyport, Essex County, Massachusetts for consideration paid, grant to Lucy M. Hewett, of said Newburyport, my wife, with WARRANTY COVENANTS, except as hereinafter stated, the land in NEWBURY, in said County, with the buildings thereon, bounded and described as follows, viz:- Commencing at the Northerly corner thereof on Green Street by land of Ella A. Hewett and others, thence running Southeasterly by said street forty-three feet, seven inches, to land of the heirs of Walter C. Greeley, thence Southwesterly by the last mentioned land one hundred seventy-five

feet to a corner; thence Northwesterly on a line parallel with and one hundred seventy-five feet Southwesterly from said Green Street forty-three feet, seven inches, to said land of Ella A. Hewett and others; and thence Northeasterly by the last mentioned land one hundred seventy-five feet to the point of beginning. Being the same premises conveyed to me by Ella A. Hewett et al. by deed dated September 24, 1929, recorded with Essex So. Dist. Deeds, book 2824, page 443. Subject to a mortgage to the Newburyport Five Cents Savings Bank The land in NEWBURYPORT in said County, with the dwelling-house thereon, situate on High Street, and bounded and described as follows, viz:- Southwesterly by High Street, there measuring about sixty-five feet; Northwesterly by land formerly of Charles H. Coffin, now of Kimball, there measuring about one hundred ten feet; Northeasterly by land of Hoyt, there measuring about sixty-five feet; Southeasterly by land formerly of Worcester there measuring about one hundred ten feet. Being the same premises conveyed by Effie C. Currier to Mary E. Hewett by deed dated April 10, 1918, recorded with said Deeds, book 2388, Page 172, and devised to me by the said Mary E. Hewett by her last will. WITNESS my hand and seal this twenty-first day of June 1932 Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS Essex, ss. June 21, 1932 Then personally appeared the above-named Arthur J. Hewett and acknowledged the foregoing instrument to be his free act and deed, before me

Ernest Foss Justice of the Peace

The consideration hereof being under \$100 this deed is not stamped.

Essex ss. Received June 23, 1932. 30 m. past 8 A.M. Recorded and Examined.

Haverhill Co-operative Bank, of Haverhill, Essex County, Massachusetts, the holder of a mortgage by Mary E. Crockett to it, said Haverhill Co-operative Bank dated December 27, 1929 recorded with Essex South District Deeds, Book 2832 Page 571 for consideration paid, release to said Mary E. Crockett all interests acquired under said mortgage in the following described portions of the mortgaged premises situated in that part of said HAVERHILL called Ward Hill and bounded and described as follows: Beginning at the northwesterly corner thereof in the southeasterly line of Knipe Road by land of Foss thence running south 19° 52' 30" west by said land of Knipe Road Three Hundred seventy-eight and 6/100 (378.06) feet to a stone bound; thence southeasterly, easterly and northeasterly along an arc of a circle whose radius is fifteen (15) feet at the junction of said Knipe Road and Boston Road thirty-four and 93/100 (34.93) feet to a stone bound; thence northeasterly by the northwesterly line of Boston Road Two Hundred Eighty (280) feet more or less to a stone bound by land of Tilton; thence northwesterly Two Hun-

Ptl. Release  
Haverhill Co-op.  
Bk.  
to  
Crockett

4

4  
2 B

No. 175988

Hewett, Susan M. <sup>Wife of Arthur J.</sup>

PROBATE OF WILL.

[WITHOUT SURETIES.]

PETITION—CITATION—DECREE.

Filed October 20 1933.

Returnable Nov. 13 1933.

Allowed Nov 14 1933.

Recorded Vol. 1013 Page 317

*Wpt. D. Newz.  
return  
P.M.*

For Petitioner :

Ernest Foss  
Newburyport, Mass.

For Respondent :

\_\_\_\_\_  
\_\_\_\_\_

608 P.  
ENTRY FEE PAID

5

[Minors must be so designated, and the names of their guardians, if any, given. The heirs-at-law and next of kin may be determined by reference to Chapters 125 and 130 of the Public Statutes.]

TO THE HONORABLE THE JUDGE OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX :

RESPECTFULLY represents Arthur J. Hewett  
of Newburyport in the County of Essex  
that Lucy M. Hewett  
who last dwelt in Newburyport in said County of Essex, his wife  
died on the twelfth day of January  
in the year of our Lord one thousand nine hundred and thirty-three possessed of  
goods and estate remaining to be administered, leaving as widow—husband,—her  
only heirs-at-law and next of kin, the persons whose names, residences and relationship to the  
deceased are as follows, viz:

NAME.	RESIDENCE.	RELATIONSHIP.
Arthur J. Hewett	Newburyport	husband
Julia A. Hewett	"	daughter, minor
Edward A. Hewett	"	son, "
Arthur J. Hewett, Jr.	"	son, "
Mary E. Hewett	"	daughter, "

That said deceased left a WILL ~~and~~ ~~codicil~~ herewith presented, wherein your petitioner is named execut ~~OR~~ and wherein the testat ~~RIX~~ has requested that your petitioner be exempt from giving a surety on his bond.

Wherefore your petitioner prays that said will ~~and codicil~~ may be proved and allowed and letters testamentary issued to him, without giving a surety on his official bond, and certifies that the statements herein contained are true to the best of his knowledge and belief.

Dated this eighteenth day of October A. D. 19 33.

*Arthur J. Hewett*

ESSEX, ss. Subscribed and sworn to this eighteenth day of October A. D. 19 33.

Before me, *Ernest Poy* Justice of the Peace.

The undersigned, being all the persons interested in the estate who are of full age and legal capacity, other than creditors, and the guardians of persons interested therein, hereby consent that the above-named petitioner be exempt from giving any surety on his bond, and that the above petition be granted.

COMMONWEALTH OF MASSACHUSETTS.

PROBATE COURT.

Essex, ss.

To the heirs-at-law, next of kin, and all other persons interested in the estate of

Lucy M. Hewett (wife of Arthur J. Hewett) late of Newburyport in said County, deceased.

WHEREAS, a certain instrument purporting to be the last will and testament and codicil of said deceased has been presented to said Court, for probate, by Arthur J. Hewett

who prays that letters testamentary may be issued to him, the executor therein named, without giving a surety on his official bond :

You are hereby cited to appear at a Probate Court, to be held at Lawrence in said County of Essex, on the thirteenth day of November A. D. 1933, at ten o'clock in the forenoon, to show cause, if any you have, why the same should not be granted.

And said petitioner is hereby directed to give public notice thereof, by publishing this citation once in each week, for three successive weeks, in the Newburyport Daily News a newspaper published in Newburyport the last publication to be one day, at least, before said Court, and by mailing, postpaid, or delivering a copy of this citation to all known persons interested in the estate, seven days at least before said Court.

Witness, HARRY R. Dow, Esquire, Judge of said Court, this twenty-third day of October, in the year one thousand nine hundred and thirty-three

William F. Shanahan Register.

I have served the above citation as therein ordered, by

Essex, ss. A. D. 19 . Then personally appeared and made oath that the above return by h subscribed is true.

Before me,

Justice of the Peace.

COMMONWEALTH OF MASSACHUSETTS.

ESSEX, ss.

At a Probate Court holden at Salem in and for said County of Essex, on the fourteenth day of November in the year of our Lord one thousand nine hundred and thirty-three.

ON the petition of Arthur J. Bennett of Newburyport in the County of Essex

praying that the instrument therewith presented, purporting to be the last will and testament and codicil of Lucy M. Bennett late of Newburyport in said County of Essex, (his wife) deceased, may be proved and allowed, and letters testamentary issued to him, the executor therein named; without giving a surety on his bond;

and the heirs-at-law, next of kin, and all other persons interested, having been notified according to the order of the Court, to appear and show cause, if any they have, against the same: and no party objecting thereto, and it appearing

that said instrument is the last will and testament of said deceased, and was legally executed, and that said testatrix was, at the time of making the same, of full age and sound mind; and that said petitioner is a competent person to be appointed to said trust;

It is THEREFORE DECREED that said instrument be approved and allowed as the last will and testament of said deceased, and letters testamentary be issued to said petitioner,

he first giving bond without sureties, for the due performance of said trust.

Mary R. [Signature]

Judge of Probate Court

4

No. 175988

Hewett, Susan M.

EXECUTOR'S BOND  
(WITHOUT SURETIES)

Approved Nov 14 1933

Recorded Vol. 1013 Page 317

APPRAISERS SUGGESTED  
(Must be disinterested.)

J. Charles Hewett

of Newburyport

of \_\_\_\_\_

of \_\_\_\_\_

B.P.

3

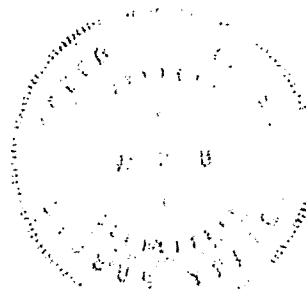
No. 175988

Hewett, Lucy M.

RETURN OF SERVICE

FILED

NOV 9 1933



6

I, Arthur J. Hewett the within-named execut or  
declare that, to the best of my knowledge and belief, the estate and effects of the within-named  
deceased do not exceed in value the following mentioned sums, viz:

Real Estate, \$ 8700.  
Personal Estate, \$ none

(SIGN) Arthur J. Hewett

I, Lucy M. Hewett, wife of Arthur J. Hewett of Newbury-  
port, Essex County, Massachusetts, do make this my last will.  
After the payment of my just debts and funeral expenses I de-  
vise and bequeath all my property as follows:

Item 1. I give to my husband, Arthur J. Hewett, M. D.,  
all my estate, real and personal, to have and to hold the same  
during the term of his natural life with power and authority  
to use any part or all of the principal thereof as in his  
judgment may be necessary for his comfortable support and  
maintenance; and as incident to this power I authorize him to  
let, lease (for any term of years) mortgage, sell and convey  
any real estate or interest in real estate belonging to me at  
the time of my decease, and no tenant, lessor, mortgagee or  
purchaser shall be bound to see to the application of the  
proceeds thereof.

Item 2. Whatever of my said estate may remain at the  
decease of my said husband, including unused proceeds of any  
real estate of mine sold by him during his life-time under any  
power herein contained, I give to my children, share and  
share alike, the issue of any deceased child of mine to take  
its parent's share by right of representation.

Item 3. I appoint my said husband executor of this will  
and request that he may be exempt from giving surety upon his  
official bond. I authorize and empower my said executor as  
such to let, lease, mortgage, sell or convey any real estate  
belonging to me at the time of my decease. In the event  
that the appointment of any trustee of my estate becomes  
necessary or advisable during the lifetime of my said husband  
I appoint him said trustee with the same exemption as to

life estate



surety upon his official bond.

In testimony whereof I hereunto set my hand and in the presence of three witnesses declare this to be my last will this twenty-fourth day of June, nineteen hundred and thirty-two.

*Lucy M. Hewett*

On this 24th day of June, nineteen hundred thirty-two, Lucy M. Hewett of Newburyport, Mass., signed the foregoing instrument in our presence, declaring it to be her last will, and as witnesses thereof we three do now, at her request, in her presence and in the presence of each other, subscribe our names.

*Helin F. Currier*  
*Bernice J. Currier*  
*Ernest Fox*

LINE NO.	NAME	DATE	PLACE OF BIRTH	PLACE OF DEATH	COUSIN	PLACE OF BIRTH	NAME AND RESIDENCE OF WIFE	NAME AND RESIDENCE OF WIFE
1	Small John P. W. ...	11 58	Newbury	...	...	...	...	...
2	John Thomas ...	11 22 10 11	...	...	...	...	...	...
3	John James ...	8 7	...	...	...	...	...	...
4	John Arthur ...	11 21 11 54 7 27	...	...	...	...	...	...
5	John ...	11 3 15	...	...	...	...	...	...
6	John ...	8 2 19	...	...	...	...	...	...
7	John ...	8 7	...	...	...	...	...	...
8	John ...	8 2 0 11	...	...	...	...	...	...
9	John ...	8 3 1 24	...	...	...	...	...	...
10	John ...	5 4 5 13	...	...	...	...	...	...
11	John ...	11 7 10 25	...	...	...	...	...	...
12	John ...	9 7 9	...	...	...	...	...	...
13	John ...	11 7 0 5	...	...	...	...	...	...
14	John ...	11 6 9 11 25	...	...	...	...	...	...
15	John ...	11 7 4 5 11	...	...	...	...	...	...
16	John ...	11 4 3 5 13	...	...	...	...	...	...
17	John ...	8 9 7 1	...	...	...	...	...	...

1956

Revoce  
B. 15431  
P. 333

BK 6251 PG 454

DECLARATION OF TRUST made this 21st day of June, 1976

WITNESSETH THAT:

WHEREAS, ARTHUR J. HEWETT, D.P.M., of Newburyport, Essex County, Massachusetts, hereinafter called the "Donor" is about to transfer and convey to said ARTHUR J. HEWETT, D.P.M., as Trustee, certain of his property;

NOW, THEREFOR, said ARTHUR J. HEWETT, D.P.M. (hereinafter with his successors in trust called the "Trustee") declares and agrees with the said Donor that it shall hold and administer the property which is now or hereafter may be transferred to it as such Trustee, or in any way acquired and held hereunder, and will hold the same IN TRUST for the purposes, in the manner, and with and subject to the powers and provisions herein contained as follows:

FIRST: This trust is revocable in accordance with the provisions of Article Eighth and shall be known as the "ARTHUR J. HEWETT, M.D., REALTY TRUST OF JUNE 21, 1976", and may be referred to as such.

SECOND: So much of the net income and principal as the Trustee may determine from time to time or as the Donor may request in writing shall be paid to or applied for the benefit of the Donor and, in the event of the Donor's incapacity, also to or for the benefit of persons designated by the Donor in writing prior to such incapacity. Any such income not so paid or applied may be added to the principal of the trust fund or held as accumulated income for later disposition as hereinbefore provided. The Donor may use and occupy any part of the trust estate and shall not be liable for waste. On The Donor's death, the trust property shall be disposed of in the following manner:

(a) If the Donor is survived by his wife, she shall have the right to select any one apartment owned by the Trust and to live in the same during her unmarried widowhood rent free. In addition, she is to receive 10% of the gross income of the trust <sup>toward A&H</sup> ~~for~~ her living expenses during her unmarried widowhood.

(b) The Donor's sisters, if they become widowed, shall each have the right to select an apartment owned by the trust and live in it during her unmarried widowhood at the rent of \$50.00 per month, the apartment to be selected subject only to paragraph (a) above.

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
68 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. 16171 402-8301

12

Revoc  
B. 15431  
P. 233

BK 6251 PG. 454

DECLARATION OF TRUST made this 21st day of June, 1976

WITNESSETH THAT:

WHEREAS, ARTHUR J. HEWETT, D.P.M., of Newburyport, Essex County, Massachusetts, hereinafter called the "Donor" is about to transfer and convey to said ARTHUR J. HEWETT, D.P.M., as Trustee, certain of his property;

NOW, THEREFOR, said ARTHUR J. HEWETT, D.P.M. (hereinafter with his successors in trust called the "Trustee") declares and agrees with the said Donor that it shall hold and administer the property which is now or hereafter may be transferred to it as such Trustee, or in any way acquired and held hereunder, and will hold the same IN TRUST for the purposes, in the manner, and with and subject to the powers and provisions herein contained as follows:

FIRST: This trust is revocable in accordance with the provisions of Article Eighth and shall be known as the "ARTHUR J. HEWETT, M.D., REALTY TRUST OF JUNE 21, 1976", and may be referred to as such.

SECOND: So much of the net income and principal as the Trustee may determine from time to time or as the Donor may request in writing shall be paid to or applied for the benefit of the Donor and, in the event of the Donor's incapacity, also to or for the benefit of persons designated by the Donor in writing prior to such incapacity. Any such income not so paid or applied may be added to the principal of the trust fund or held as accumulated income for later disposition as hereinbefore provided. The Donor may use and occupy any part of the trust estate and shall not be liable for waste. On The Donor's death, the trust property shall be disposed of in the following manner:

(a) If the Donor is survived by his wife, she shall have the right to select any one apartment owned by the Trust and to live in the same during her unmarried widowhood rent free. In addition, she is to receive 10% of the gross income of the trust <sup>toward her</sup> ~~tax~~ her living expenses during her unmarried widowhood.

(b) The Donor's sisters, if they become widowed, shall each have the right to select an apartment owned by the trust and live in it during her unmarried widowhood at the rent of \$50.00 per month, the apartment to be selected subject only to paragraph (a) above.

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
88 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. (617) 462-8281

(c) The net income of the trust is to be used for the education of the Donor's nephews and nieces and for the education of their children. The trustee or trustees may accumulate income, but shall have no power to expend principal. It is the wish of the Donor that a few nephews and nieces receive a good education rather than have a large number receive small amounts each.

(d) This trust shall terminate when the youngest living niece, nephew, grandniece or grandnephew of the Donor shall attain the age of 20 years, or shall sooner terminate 20 years after the death of the survivor of the Donor, the Donor's wife, the Donor's nieces and nephews and their children who are living at the death of the Donor, and the trust property then remaining is to go to the nieces and nephews of the Donor and their issue, per stirpes.

THIRD: The provisions set forth in the form entitled Schedule A attached hereto are hereby made a part of this Declaration of Trust as fully as though set forth at length herein, except as and to the extent, if any, herein expressly modified, limited, or cancelled.

FOURTH: Any vacancy in the Trusteeship may be filled by the Donor during his lifetime and subject to such power; such vacancy may be filled by any court of proper jurisdiction. Except in the case of appointment by court, any appointment of a succeeding Trustee shall be in writing duly signed, and acknowledged before a notary public. Anyone dealing with the trust may always rely upon such a writing recorded with Essex South District Deeds as to the identity of the current trustees and conclusively presume that any documents by the trustees or a majority of them is binding upon the Trust.

FIFTH: Upon the death or incapacity of the said ARTHUR J. HEWETT, the Donor's brother, EDWARD A. HEWETT, and his sisters, MARY ELLEN McLEOD and JULIE A. COLE, are to be successor trustees hereunder. In the event of the resignation, incapacity or death of any of the successor trustees, the vacancy is to be filled by one of the children of said deceased trustee, the selection to be made by a majority of the children of said trustee. It is my wish that after my death there shall be three trustees, and a majority of the three shall have the power to make final decisions and exercise all of the powers of the trustees under this

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
68 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. (617) 462-2201

Declaration of Trust. In the event that there should be any dispute among the trustees which cannot be resolved by a majority of the trustees, than it is to be resolved by one Arbitrator and his decision will be final and binding.

SIXTH: The Trustee is to receive no compensation and is to have no liability for negligence but only for willful acts of misappropriation.

SEVENTH: It is the desire of the Donor that the Trust be kept intact upon his death and, therefor, the trustees are empowered to mortgage the trust property in order to pay estate taxes and any other expenses relating to the trust occasioned by the death of the Donor.

EIGHTH: The Donor reserves the power, at any time or from time to time, to alter, amend or revoke, in whole or in part, the terms and provisions of this Declaration of Trust and the trusts hereby created, by an instrument in writing signed by him, acknowledged before a notary public, and delivered to the Trustee during his lifetime. In the event that the Donor shall revoke this trust, the Trustee shall transfer and pay over the trust property, or the portion thereof to which said revocation is applicable, to the Donor or as he may direct in writing.

NINTH: This trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts and its validity and administration shall be governed by the laws of some other jurisdiction.

IN WITNESS WHEREOF, the said ARTHUR J. HEWETT, D.P.M., as Donor, and ARTHUR J. HEWETT, D.P.M., as Trustee, have set their hands and seals to this instrument the day and year first above written.

*Arthur J. Hewett D.P.M.*  
Donor

*Arthur J. Hewett D.P.M.*  
Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

June 21, 1976

Then personally appeared ARTHUR J. HEWETT, D.P.M.,

and acknowledged the foregoing instrument to be his free act and deed

before me,

*James T. Connolly*  
Notary Public

My commission expires February 7, 1977

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
63 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. (617) 468-2251

SCHEDULE A.

The provisions of this Schedule form a part of the Declaration of Trust to which it is attached as fully as though set forth at length in such Declaration, except as and to the extent, if any, therein expressly modified, limited, or canceled and such provisions shall apply notwithstanding termination until the trust property is fully distributed. Reference in this Schedule A. and in said Declaration of Trust to the masculine includes the feminine where appropriate and reference to the Trustee means the Trustee or Trustees duly appointed and acting thereunder whether original or substitute.

FIRST: The Trustee shall have, in addition to those conferred by law or otherwise, the following discretionary powers, privileges, and exemptions:

(a) To administer, invest, and reinvest the trust fund in any property, including real and personal property, stocks, bonds, and other securities, investment companies and common trust funds (without the necessity of notice to beneficiaries), in any state or jurisdiction, and whether or not of a kind or in a proportion ordinarily considered suitable for trust investments. To make secured or unsecured loans and, with respect to mortgages and other security held by the trust, to modify the terms thereof, to release partially, to foreclose and to purchase at foreclosure sales. To permit all or any part of the trust property to be held in the custody of a banking institution or otherwise.

(b) To participate in any reorganization, recapitalization, merger or similar transaction; to give proxies or powers of attorney with or without power of substitution for voting upon any shares or certificates of interest belonging to the trust.

(c) To manage real property in such manner as the Trustee shall deem best, including authority to erect, alter, or demolish buildings, to improve, repair, insure, subdivide and vacate any of said property; to adjust boundaries, to dedicate streets or other ways for public use without compensation; to impose such easements, restrictions, conditions, stipulations and covenants as the Trustee may see fit; to lease for such terms and on such terms as the Trustee deems advisable and whether or not the lease may extend beyond the term of the trust.

(d) To sell at public or private sale, and to exchange or partition all or any part of the property held by the trust, without order or license from any court, and to execute any and all deeds and other instruments necessary or appropriate therefor, with or without covenants, warranties and representations.

(e) To borrow money from others upon such terms and conditions as the Trustee deems advisable and to mortgage and pledge trust assets as security for the same.

(f) To carry stock certificates and other property of the trust in the name of the Trustee or in the name of a nominee or any person, individually or in any other form, without disclosing the existence of the trust.

(g) To hold separate trusts or any share of a trust in one or more jurisdictions in which the separate trusts or shares shall have undivided interests. On any division or distribution of the trust property, to make any share in cash or in kind or partly in each at such values as the Trustee deems to be reasonable.

(h) To make any payment or distribution directly to any competent beneficiary and if said beneficiary is not competent, to his guardian or conservator or to apply the same for his benefit and in the case of a minor, to deposit the same in a savings bank in his name or to invest the same in a custodianship or trust for his benefit.

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
65 STATE STREET  
NEWPORT, R.I. 01850  
TEL. (401) 462-2231

BK 6251 PG 458

(i) To determine in accordance with reasonable accounting practice what shall belong and be chargeable to principal and what shall belong and be chargeable to income, and in making that determination the Trustee may employ an accountant or attorney-at-law and rely upon his opinion; provided, however, that all capital gains distributions from investment companies shall be treated as principal. To amortize or to refrain from amortizing premiums on securities purchased at more than par.

(j) To retain such reserves out of income as the Trustee deems proper for expenses, taxes, depreciation and other liabilities of the trust.

(k) To settle by compromise or arbitration or otherwise any and all claims and demands in favor of or against or in any way relating to the trust property upon such terms as the Trustee deems advisable.

(l) To hold life insurance policies without any obligation for the payment of premiums or any obligation to take any action towards the collection of the proceeds unless indemnified against loss or expense occasioned thereby. No insurance company need see to the application of any amount paid by it to the Trustee and a receipt by the Trustee shall be a full discharge of the insurance company with respect to such payment.

It is the Donor's intention to give the Trustee wide discretion in matters of management of the trust property and the foregoing enumeration of powers is not intended to exclude other powers reasonably incidental to such management.

SECOND: No person to whom any interest is given, whether in income or principal, shall have power to anticipate, alienate, dispose of or encumber such interest or income by anticipation or to subject the same to his debts or liabilities, and no such interest or income shall be liable for his debts or liabilities.

THIRD: Any interest in the trust property may be disclaimed in whole or in part by an instrument in writing signed by the beneficiary thereof and delivered to the Trustee, and in such event the interest so disclaimed shall be disposed of as though said beneficiary were not living.

FOURTH: Any Trustee may at any time resign as Trustee or disclaim or release any power in whole or in part by an instrument in writing, duly signed, acknowledged before a notary public and delivered to any Co-Trustee, and if none, to my beneficiary. Said disclaimer or release may be for such period of time as such Trustee may specify without in any way affecting the continuance of the power in any other Trustee.

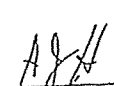
FIFTH: At any time during which there is more than one Trustee, a Trustee may from time to time delegate in writing the power to sign checks and the custody of the trust fund to a Co-Trustee for such period or periods of time as he may determine, and other powers and discretions may be delegated for periods not exceeding one year at a time; provided, however, that any powers or discretions withheld from any Trustee by the terms of this Declaration of Trust shall not be delegated to such Trustee under this Article.

SIXTH: Pending the qualification of any Successor Trustee, the Trustee then in office shall have all the powers, discretions and exemptions given to the Trustees.

SEVENTH: No Trustee shall be required to give bond or furnish surety on any bond required by law.

EIGHTH: No Trustee shall be liable for, nor unless requested in writing by a beneficiary shall be obliged to inquire into, the acts or omissions of any Co-Trustee, or any person administering the Donor's estate.

JAMES T. CONNOLLY,  
COUNSELLOR AT LAW  
60 STATE STREET  
NEWBURGHPORT, WARD.  
01060  
TEL. (617) 462-2201

  
Donor's Initials



BK 6251 PG 459

NINTH: If this Declaration of Trust is recorded in a Registry of Deeds, any amendment, revocation, resignation, appointment, acceptance of trust, or other instrument may, but need not, be recorded in said Registry.

TENTH: A written statement of any Trustee at any time as to any facts relative to the trust may always be relied upon and shall always be conclusive evidence in favor of any transfer agent and any other person dealing in good faith with the Trustee in reliance upon such statement.

ELEVENTH: The Trustee shall render accounts of the administration of the trust annually, except no such account shall be required during the Donor's lifetime unless requested in writing by him or by his guardian or conservator. The assent by all the persons who, for the period of any account, were entitled or eligible to receive the income of the trust and on the last day of the accounting would have been entitled to receive the principal of the trust if it had then terminated and who were of full age and legal capacity (but if under guardianship or conservatorship, then by his guardian or conservator, or if deceased, by his Executor or Administrator), shall make such account, in the absence of fraud or manifest error, binding and conclusive upon all persons then having or who may thereafter have any interest, vested or contingent, in the income or principal of the trust estate. The failure of any such person to object to any such account by a writing mailed to the Trustee within sixty days of the receipt of a copy of the account shall be deemed to be an assent by such person.

END OF SCHEDULE A

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
65 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. (617) 462-2381

*A J H.*  
Donor's initials

ESSEX SS. RECORDED *June 22, 1976* 55M. PAST *9* A.M. INST. # *80*

BK 6251 PG 460

I, ARTHUR J. HEWETT,

of Newburyport, Essex County, Massachusetts,

for nominal consideration, grant to ARTHUR J. HEWETT, D.P.M., as he is Trustee of the ARTHUR J. HEWETT, M. D. REALTY TRUST of JUNE 21, 1976,

of 132 High Street, Newburyport, Massachusetts, with QUITCLAIM COVENANTS

PARCEL 1. The land in said Newburyport, with the buildings thereon, now numbered 136 High Street, bounded as follows, viz:-

Commencing at the Westerly corner thereof on the Northeasterly side of High Street, 53 feet, 6 inches, Southeasterly from the Southerly corner of Green and High Streets, at the South corner of land formerly of the estate of Annie M. Stanley, and at the center of the partition fence dividing the tenement numbered 138 High Street from said tenement numbered 136 High Street; thence running SOUTHEASTERLY by said High Street, 22 feet to the center of another partition fence dividing said tenement numbered 136 High Street and the tenement numbered 134 High Street; thence NORTHEASTERLY on a straight line through the center of the partition wall dividing said tenements numbered 136 and 134 by land of or formerly of Flosale C. Tarbox and Sarah B. Kenna, 101 feet, more or less, to land formerly of Frederick J. Coffin; thence NORTHWESTERLY by said land formerly of Coffin, 22 feet, more or less, to said land formerly of the Estate of Annie M. Stanley; thence SOUTHWESTERLY by the last mentioned land on a straight line which runs through the center of the partition wall dividing said tenements numbered 138 and 136 High Street, 98 feet, 9 inches, more or less, to the point of beginning.

Together with grantor's title in a way running along the northeasterly side of said premises to said Green Street in common with the owners and occupants of tenements numbered 134, 138 and 140. Said way being 6 feet, more or less, in width.

PARCEL 2. The land in said Newburyport with the buildings thereon, now numbered 134 High Street, bounded as follows, viz:-

SOUTHWESTERLY by High Street, 36 feet, 6 inches; thence SOUTHEASTERLY by land of Hewett, 104 feet, 6 inches; thence NORTHEASTERLY in part by land of Hoyt, there measuring 19 feet, 4 inches and in part by land of Dugan, there measuring 16 feet, 10 inches; and thence NORTHWESTERLY by land formerly of Ackerman, 101 feet.

Excepting nevertheless from this conveyance, that certain parcel conveyed to Malcolm K. Hoyt, et ux by deed dated January 2, 1958, recorded with Essex South District Registry of Deeds, Book 4432, Page 139.

FOR TITLE REFERENCE is made to Deed of Samuel Weintraub to said grantor dated November 27, 1962, recorded with said Deeds, Book 5017, Page 113.

PARCEL 3. A certain lot of land situate on the Northeasterly side of High Street in said Newburyport, with the block of four tenements or houses thereon, numbered 116, 118, 120 and 122 on said High Street, and other buildings, and bounded and described as follows:

<u>SOUTHWESTERLY</u>	by said High Street, there measuring 117 feet and 4 inches;
<u>SOUTHEASTERLY</u>	by land of Newburyport Post 150 American Legion, there measuring 61 feet and 7 inches;
<u>NORTHEASTERLY</u>	by land now or formerly of Pearson, there measuring 115 feet; and

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
63 STATE STREET  
NEWBURYPORT, MASS.  
01850  
TEL. (617) 468-3101

BK 6251 PG 461

NORTHWESTERLY by land formerly of McKinney, now or formerly of McKay, there measuring 53 feet and 6 inches.

All of said measurements being more or less.

For title reference is made to deed of Catherine Coffin to said grantor dated February 27, 1963, recorded with said Deeds, Book 5039, Page 513.

*lots*

PARCEL 4. My undivided one-quarter interest in and to the land in Newburyport, Essex County, Massachusetts, now numbered 132 High Street, bounded and described as follows, viz:-

SOUTHWESTERLY by High Street, there measuring about 65 feet;

NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;

NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;

SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

For title reference is made to Deed of Arthur J. Hewett to Lucy M. Hewett dated June 21, 1932, recorded with said Deeds, Book 2920, Page 416. See also Will of Lucy M. Hewett, Essex Probate No. 175988.

EXECUTED AS A SEALED INSTRUMENT THIS 21st DAY OF JUNE, 1976

*Arthur J. Hewett*  
Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 21, 1976

Then personally appeared the above named ARTHUR J. HEWETT

and acknowledged the foregoing instrument to be his free act and deed

before me,

*James T. Connolly*  
Notary Public

My commission expires February 7, 1977.

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
88 STATE STREET  
NEWBURYPORT, MASS.  
01850  
TEL. (617) 462-2881

ESSEX SS. RECORDED, *June 23, 1976 5:55 A.M.* PAST 9 A.M. INST # 81

*M*

2. PLAN  
SEE PL. B. 236  
PL. 29

10

BOOK 9397PC456

29  
236 & PLAN B

EASEMENT

This Agreement made on the 29<sup>th</sup> day of ~~October~~ <sup>DECEMBER</sup>, 1987, by and between Sandra Jean Kubik of 138 - 140 High Street, Newburyport, Massachusetts, hereinafter referred to as grantor and Arthur J. Hewett Trustee of M. D. Realty Trust, of High Street, Newburyport, Massachusetts hereinafter referred to as grantee.

Witnesseth, that the grantor for her heirs and assigns, grants and conveys unto the grantee, his heirs and assigns, an easement in, to, upon and over all that paved portion of a certain new 10 (ten) foot right of way as shown on a plan entitled Easement Plan Newburyport, Massachusetts, prepared for Sandra Jean Kubik, dated ~~October~~ <sup>OCTOBER</sup> 1987, Scale 1"=10' and prepared by Pembroke Land Survey Company, Salem New Hampshire, and recorded with the Essex South District Registry of Deeds herewith.

Said easement is given for the sole purpose of ingress and egress by foot or motor vehicle and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the grantor, her heirs and assigns, or to others later granted a similar right.

This easement shall run with the land and the original of which shall be recorded at the Registry of Deeds and bind both parties, their heirs and assigns.

In Witness Whereof the parties hereto have duly executed this agreement on the 29<sup>th</sup> day of ~~October~~ <sup>DECEMBER</sup> 1987.

Sandra Jean Kubik  
grantor  
Arthur J. Hewett  
grantee

Commonwealth of Massachusetts  
Essex, ss. ~~October~~ <sup>DECEMBER</sup>, 1987

Then personally appeared SANDRA JEAN KUBIK the above named GRANTOR and acknowledge the foregoing was HER free act and deed before me.

Janet [Signature]  
Notary Public  
My commission expires 10-31-91

1988 FEB 16 AM 11:31

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BOOK 93970457

MASS  
BOOK  
1914

ADDENDUM "A"

PARCEL #3: The land in Newburyport, Essex County, Massachusetts, with the buildings and all the personal property thereon, situated on the Northeasterly side of High Street and the Southeasterly side of Green Street, and containing about 6,130 square feet, and bounded and described as follows, viz:-

Beginning at a corner thereof on said High and Green Streets, thence running Southeasterly by said High Street, about 53 feet to land now or formerly of Weintraub; thence running Northeasterly by said land now or formerly of Weintraub, about 98 feet to land now or formerly of Dugan; thence running Northwesterly by said land now or formerly of Dugan about 78 feet to said Green Street; and thence Southwesterly by said Green Street, about 98 feet to the corner and the bound begun at.

For title see Book 6814, Page 512.



A PLAN  
SEE PL. B. 236  
PL. 30

BOOK 9397PC458

30  
236 PLAN

EASEMENT

This Agreement made on the // day of February 1988, by and between Julia A. Cole, Mary Ellen MacLeod, Edward A. Hewett and Arthur J. Hewett of 132 High Street, Newburyport, Massachusetts, hereinafter referred to a grantor and Arthur J. Hewett Trustee of M. D. Realty Trust, of 136 High Street, Newburyport, Massachusetts hereinafter referred to as grantee.

Witnesseth, that the grantor for their heirs and assigns, grants and conveys unto the grantee, his heirs and assigns, two (2) easements in, to, upon and over all that portion of two (2) easements or right of ways and labelled, proposed easements as shown on a plan entitled Easement Plan Newburyport, Massachusetts, prepared for Julia A. Cole, Mary Ellen MacLeod, Edward A. Hewett, Arthur J. Hewett, Arthur J. Hewett, Trustee, M. D. Realty Trust, dated January 12, 1988. Scale: 1" = 10' and prepared by Pembroke Land Survey Company, Salem, New Hampshire, and recorded with the Essex South District Registry of Deeds herewith.

Said easement is given for the sole purpose of ingress and egress by foot or motor vehicle and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the grantor, their heirs and assigns, or to others later granted a similar right.

This easement shall run with the land and the original of which shall be recorded at the Registry of Deeds and bind both parties, their heirs and assigns.

In Witness Whereof, the parties hereto have duly executed this agreement on the // day of February 1988.

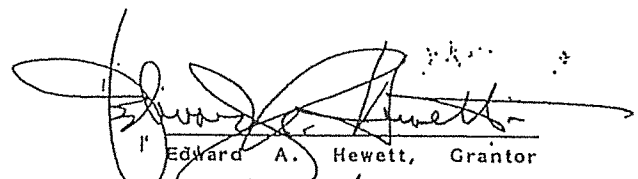
Julia A. Cole  
Julia A. Cole, Grantor

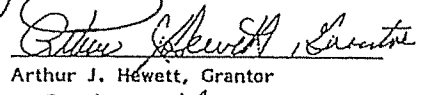
Mary Ellen MacLeod  
Mary Ellen MacLeod, Grantor

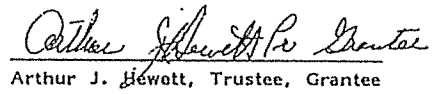
1988 FEB 16 AM 11:32

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BOOK 9397PC459.

  
Edward A. Hewett, Grantor

  
Arthur J. Hewett, Grantor

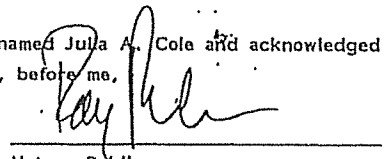
  
Arthur J. Hewett, Trustee, Grantee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

February 11 1988

Then personally appeared the above-named Julia A. Cole and acknowledged the foregoing to be her free act and deed, before me,

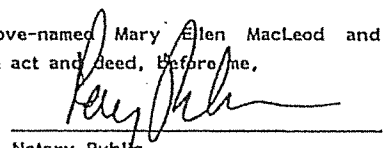
  
Notary Public

My commission expires: 12-18-92

Essex, ss.

February 11 1988

Then personally appeared the above-named Mary Ellen MacLeod and acknowledged the foregoing to be her free act and deed, before me,

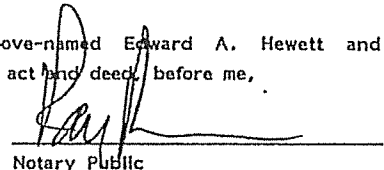
  
Notary Public

My commission expires: 12-18-92

Essex, ss.

February 11 1988

Then personally appeared the above-named Edward A. Hewett and acknowledged the foregoing to be his free act and deed, before me,

  
Notary Public

My commission expires: 12-18-92

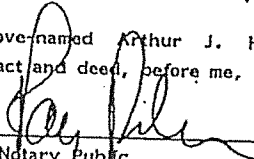


BOOK 9397PC460

Essex, ss.

February 11 1988

Then personally appeared the above-named Arthur J. Hewett and acknowledged the foregoing to be his free act and deed, before me,



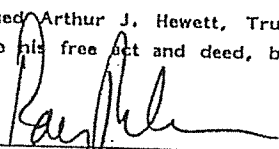
Notary Public.

My commission expires: 12-18-92

Essex, ss.

February 4 1988

Then personally appeared the above-named Arthur J. Hewett, Trustee, Grantee and acknowledged the foregoing to be his free act and deed, before me,



Notary Public.

My commission expires: 12-18-92

20

30/236

PLAIN BOOK 236 PLAN 30

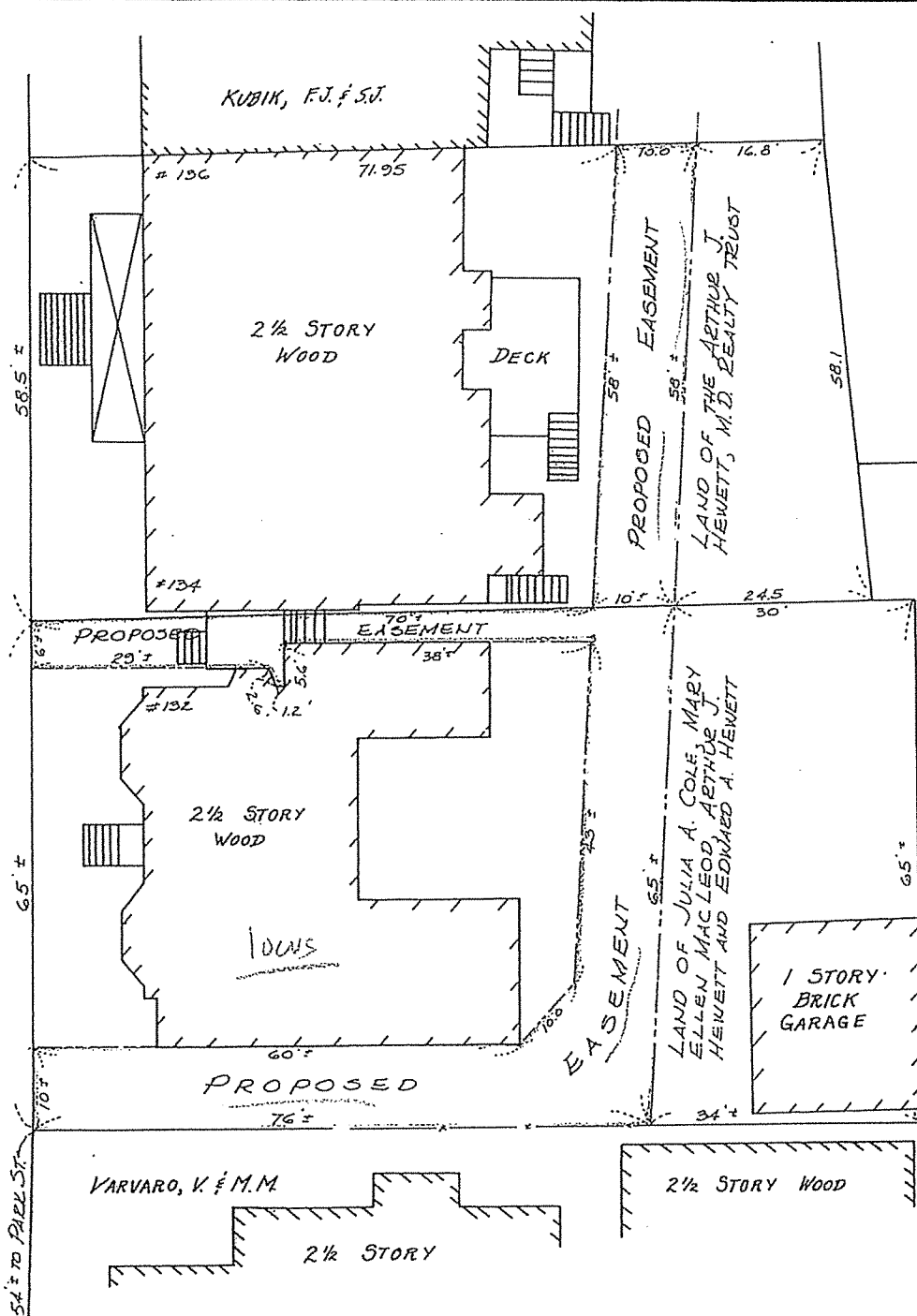
with Grant: Julia A. Cole  
M.D. Realty Trust  
REC. 87397, 458

FOR REGISTRY USE

CONNOLLY, J.T. & M.W.

HOYT, MARY A. &  
EATON, CLIFTON H.

HIGH STREET

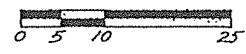


### EASEMENT PLAN NEWBURYPORT, MASS.

PREPARED FOR  
JULIA A. COLE, MARY ELLEN MAC LEOD, EDWARD A. HEWETT,  
ARTHUR J. HEWETT AND ARTHUR J. HEWETT, M.D. REALTY TRUST

JANUARY 1988 SCALE: 1"=10'

PEMBROKE LAND SURVEY COMPANY  
SALEM, N.H. - NEWBURYPORT, MA.



"I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN AND THE LINES DIVIDING EXISTING EASEMENTS, AND THE LINES OF THE STRIPS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STRIPS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISIONS OF RESIDING OWNERS ARE SHOWN."

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES & REGULATIONS OF THE REGISTRY OF DEEDS IN PREPARING THIS PLAN.



21

RETURN TO:  
O'FLAHERTY LAW OFFICES  
104 State Street #49  
Newburyport, Massachusetts 01850  
FILE # 2-11455 RE

10/23/98 9:05 Inst. 119.  
BK 15177 PG 585

EASEMENT

10  
I, ARTHUR J. HEWETT, D.P.M., as Trustee of the Arthur J. Hewett, M.D. Realty Trust under Declaration of Trust dated June 21, 1976, recorded with Essex South District Registry of Deeds in Book 6251, Page 454, of Newburyport, Essex County, Massachusetts, for no consideration, grant to JULIA A. COLE, MARY ELLEN MacLEOD, EDWARD A HEWETT, and ARTHUR J. HEWETT, and their successors and assigns as the owners of 132 High Street, Newburyport, MA an easement for the sole purpose of ingress and egress by foot and motor vehicle, in common with others entitled thereto, in the area shown as "Proposed Easement" on a plan entitled "Easement Plan Newburyport, Mass. prepared for Julia A. Cole, Mary Ellen MacLeod, Edward A. Hewett and Arthur J. Hewett", dated January, 1988, prepared by Pembroke Land Survey Company, said plan being duly recorded with the Essex South District Registry of Deeds in Plan Book 236, Plan 30.

For my title, see deed dated June 21, 1976, recorded with Essex South District Registry of Deeds in Book 6251, Page 460. Also see easement granted to me dated February 11, 1988 recorded with said Deeds in Book 9397, Page 458. It is the intention of this Easement to make the easements reciprocal between the properties at 132 High Street and 134-136 High Street, Newburyport, MA.

WITNESS by hand and seal this 20 day of Oct, 1998.

Arthur J. Hewett D.P.M.  
Arthur J. Hewett, D.P.M.,  
Trustee of the Arthur J. Hewett, M.D. Realty  
Trust of June 21, 1976

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Oct. 20, 1998

Then personally appeared the above-named ARTHUR J. HEWETT, D.P.M., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Franklin B. Lallamond  
Notary Public  
My Commission Expires: 11-25-99

Y

RETURN TO:  
O'FLAHERTY LAW OFFICES  
104 State Street # 49  
Newburyport, Massachusetts 01850

QUITCLAIM DEED

10/23/98 9:06 Inst. 120  
BK 15177 PG 586

FILE # Q-12,929 WT

1  
2  
3

Property Address: 132 High Street, Newburyport, MA

I, Arthur J. Hewett, D.P.M., as Trustee of the Arthur J. Hewett, M.D. Realty Trust under Declaration of Trust dated June 21, 1976 recorded with Essex South District Registry of Deeds in Book 6251, Page 454, of Newburyport, Essex County, Massachusetts, for no consideration grant to Arthur J. Hewett and Margaret L. Hewett, husband and wife, as tenants by the entirety, both of 34 Moulton Street, Newburyport, Mass.

with Quitclaim Covenants

My undivided one-quarter interest in and to the land in Newburyport, Essex County, Massachusetts, now numbered 132 High Street, bounded and described as follows, viz:-

SOUTHWESTERLY by High Street, there measuring about 65 feet;

NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;

NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;

SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet;

For my title, see Parcel 4 of the deed dated June 21, 1976 recorded with Essex South District Registry of Deeds in Book 6251, Page 460.

Subject to encumbrances of record. No title examination performed.

I certify that:

1. Arthur J. Hewett, M.D. Realty Trust of June 21, 1976 has not been altered, amended, revoked or terminated since its creation.
2. I am the present and sole Trustee of Arthur J. Hewett, M.D. Realty Trust of June 21, 1976.
3. None of the beneficiaries of Arthur J. Hewett, M.D. Realty Trust of June 21, 1976 are minors or incapacitated.
4. I have been authorized and directed by the beneficiaries of Arthur J. Hewett, M.D. Realty Trust of June 21, 1976 to sell the above-described real estate to the grantee for the consideration stated herein.

EXECUTED as a sealed instrument this 6<sup>th</sup> day of October, 1998.

Arthur J. Hewett D.P.M.

Arthur J. Hewett, D.P.M., as Trustee of the  
Arthur J. Hewett, M.D. Realty Trust

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Oct. 6, 1998

Then personally appeared the above-named Arthur J. Hewett, D.P.M., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Frankie B. Lallemand

Notary Public

My Commission Expires: 11/25/99

10

EASEMENT

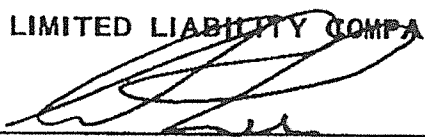
01/07/99 8:20 inst. 109  
BK 15385 PG 62

Teckla Limited Liability Company of 138-140 High Street Newburyport, Essex County, Massachusetts for no consideration grant to Julia A. Cole, Mary Ellen MacLeod, Edward A. Hewett and Arthur J. Hewett, and their successors and assigns as the owners of 132 High Street Newburyport, Essex County, Massachusetts an easement for the sole purpose of ingress and egress by foot and motor vehicle, in common with others entitled thereto, in the area shown as that paved portion of a certain new 10(ten) foot wide easement for ingress & egress as shown on a plan entitled Easement Plan Newburyport, Mass. prepared for Sandra Jean Kubik, dated October 1987, Scale 1"=10' and prepared by Pembroke Land Survey Company, Salem New Hampshire, and recorded with the Essex South District Registry of Deeds in Plan Book 236 Plan 29.

For title to Teckla Limited Liability Company see deed recorded with the Essex South District Registry of Deeds in Book 14791 page 138.

WITNESSED this 4th day of January, 1999

TECKLA LIMITED LIABILITY COMPANY

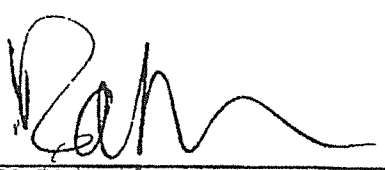
by:   
Clive R. Lee, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

January 4, 1999

then personally appeared the above named Clive R. Lee, Manager, and acknowledged the foregoing instrument to be the free act and deed of the Teckla Limited Liability Company, before me,

  
NOTARY PUBLIC  
my comm. expires: 11/25/99

Box 60

25

RETURN TO:  
O'FLAHERTY LAW OFFICES  
104 State Street  
Newburyport, Massachusetts 01950  
FILE # 0-11,655 RE

01/27/99 3:11 inst. 876  
BK 15431 PG 233

REVOCATION OF TRUST

10  
"Arthur J. Hewett, M.D., Realty Trust of June 21, 1976"

I, ARTHUR J. HEWETT, D.P.M., being the Donor and the Trustee of the "Arthur J. Hewett, M.D., Realty Trust of June 21, 1976", pursuant to the power vested in me pursuant to Article Eighth of said Declaration of Trust dated June 21, 1976 and recorded with Essex South District Registry of Deeds in Book 6251, Page 454, hereby revoke said trust in its entirety.

WITNESS my hand and seal this 18<sup>th</sup> day of January, 1999.

Arthur J. Hewett D.P.M.  
Arthur J. Hewett, D.P.M., as Donor and Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

January 18, 1999

Then personally appeared the above-named ARTHUR J. HEWETT, Donor and Trustee, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Franklin B. Lallemand  
Notary Public  
My Commission Expires: 11-25-99

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

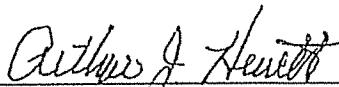
ESTATE OF MARGARET L. HEWETT

AFFIDAVIT REGARDING ESTATE TAXES  
M.G.L. c. 65C, Section 14(a)

I, Arthur J. Hewett, being duly sworn, do depose and say that:

1. I am the person in actual or constructive possession of property of the Decedent, qualified as a person entitled to give this affidavit.
2. At the time of her death, the Decedent owned an interest in real estate situated at 132 High Street, Newburyport, Essex County, Massachusetts, as more particularly described in a certain deed from Arthur J. Hewett, D.P.M., Trustee of the Arthur J. Hewett, M. D. Realty Trust to Arthur J. Hewett and Margaret L. Hewett dated October 6, 1998 and recorded in the Essex County Registry of Deeds at Book 15177, Page 586.
3. The gross estate of the decedent does not necessitate a federal estate tax filing.
4. This affidavit is given pursuant to and in accordance with the provisions of Massachusetts General Laws Chapter 65C, Section 14(a).

Signed under the pains and penalties of perjury this 25<sup>th</sup> day of February, 2003.

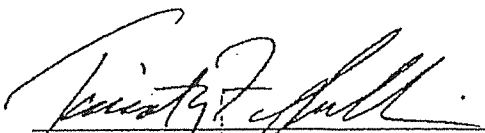
  
Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

February 25, 2003

Then personally appeared the above-named Arthur J. Hewett as aforesaid, and made oath that the foregoing statement is true and acknowledged the foregoing to be his free act and deed, before me,

  
Timothy F. Sullivan, Notary Public  
My commission expires: 1/27/06



TIMOTHY F. SULLIVAN  
ATTORNEY AT LAW  
246 HIGH STREET  
NEWBURYPORT, MA 01950



The Commonwealth of Massachusetts

STANDARD CERTIFICATE OF DEATH

REGISTRY OF VITAL RECORDS AND STATISTICS

294

REGISTERED NUMBER

STATE USE ONLY

STATE USE ONLY

4c Hosp

5 Type

6 Hisp Race

10 Age

15 Resid

15 Out-State

23 Disp

31-32 Autop

34 Manner

35c Work Inj

35l Place

38-37 Cert

40a Pron

DECEDENT

INFORMANT

DISPOSITION

CERTIFIER

DECEDENT - NAME		FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo., Day, Yr.)
Margaret		L.		Hewett	Fem	Nov. 14, 2002
PLACE OF DEATH (City/Town):		COUNTY OF DEATH		HOSPITAL OR OTHER INSTITUTION - Name (If not in either, give street and number)		
Newburyport		Essex		Anna Jaques Hospital		
PLACE OF DEATH (Check only one):		OTHER		IF US WAR VETERAN SPECIFY WAR		
<input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA		<input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)				
WAS DECEDENT OF HISPANIC ORIGIN? (If yes, Specify Puerto Rican, Dominican, Cuban, etc.)		RACE (e.g. White, Black, American Indian, etc.) (Specify)		DECEDENT'S EDUCATION (Highest Grade Completed)		
<input type="checkbox"/> NO <input type="checkbox"/> YES		White		Elementary Sec (0-12) College (1-4, 5+)		
AGE - Last Birthday (Yrs.)		DATE OF BIRTH (Mo., Day, Yr.)		BIRTHPLACE (City and State or Foreign Country)		
78		Oct. 4, 1924		Newburyport, MA		
MARRIED, NEVER MARRIED, WIDOWED OR DIVORCED		LAST SPOUSE (If wife, give maiden name)		USUAL OCCUPATION (Prior - If Retired)		KIND OF BUSINESS OR INDUSTRY
Married		Arthur J. Hewett		Dispatcher		Silversmith
RESIDENCE - NO. & ST., CITY/TOWN, COUNTY, STATE/COUNTRY						ZIP CODE
34 Moulton Street, Newburyport, Essex, MA						01950
FATHER - FULL NAME		STATE OF BIRTH (If not in US, name country)		MOTHER - NAME (GIVEN) (MAIDEN)		STATE OF BIRTH (If not in the US, name country)
Clinton S. Nason		MA		Anna Cronin		MA
INFORMANT'S NAME				MAILING ADDRESS - NO. & ST., CITY/TOWN, STATE, ZIP CODE		RELATIONSHIP
Arthur J. Hewett, 34 Moulton St., Newburyport, MA 01950						Husband
23 METHOD OF IMMEDIATE DISPOSITION		FUNERAL SERVICE LICENSEE OR OTHER DESIGNEE		LICENSE #		
<input checked="" type="checkbox"/> BURIAL <input type="checkbox"/> CREMATION <input type="checkbox"/> REMOVAL FROM STATE <input type="checkbox"/> ENTOMBMENT <input type="checkbox"/> DONATION <input type="checkbox"/> OTH. SPEC.		Richard A. LeBlanc		5593		
PLACE OF DISPOSITION (Name of Cemetery, Crematory or other)		LOCATION (City/Town, State)				
St. Mary's Cemetery		Newburyport, MA				
28a DATE OF DISPOSITION (Mo., Day, Yr.)		NAME AND ADDRESS OF FACILITY OR OTHER DESIGNEE				
Nov. 18, 2002		193 High St. Twomey LeBlanc FH, Newburyport, MA 01950				
29 PART I - Enter the disease, injuries, or complications that caused the death. Do not use only the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause on each line (a through d) PRINT OR TYPE LEGIBLY.						Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. <u>Cardiopulmonary Arrest</u>						Seconds
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST b. <u>Gastrointestinal Bleed</u>						Days
c. <u>Metastatic Cancer</u>						Months
PART II - Other significant conditions contributing to death but not resulting in underlying cause given in Part I						
30 MED. EXAM. NOTIFIED? (Yes or No)		34 MANNER OF DEATH <input checked="" type="checkbox"/> NATURAL <input type="checkbox"/> HOMICIDE <input type="checkbox"/> COULD NOT BE DETERMINED		DATE OF INJURY (Mo., Day, Yr.)		TIME OF INJURY
No		<input type="checkbox"/> ACCIDENT <input type="checkbox"/> SUICIDE <input type="checkbox"/> PENDING INVESTIGATION				
33 DESCRIBE HOW INJURY OCCURRED		35a PLACE OF INJURY (At home, farm, street, factory, office bldg., etc.) Specify		35b LOCATION (No. & St., City/Town, State)		
36a To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) stated. (Signature and Title)		36b DATE SIGNED (Mo., Day, Yr.)		36c HOUR OF DEATH		37a On the basis of date, and place (Signature and Title)
<i>[Signature]</i>		November 14, 2002		5:45 P.M.		DATE SIGNED (Mo., Day, Yr.)
NAME OF ATTENDING PHYSICIAN IF NOT CERTIFIER		37b PRONOUNCED DEAD (Mo., Day, Yr.)		37c PRONOUNCED DEAD (Hr.)		
ERIC FRENCH MD						
38d NAME AND ADDRESS OF CERTIFYING PHYSICIAN OR MEDICAL EXAMINER (Type or Print)						37d LICENSE NO. OF CERTIFIER
ERIC FRENCH MD, 25 Highland Ave, Newburyport, MA						81871
38 WAS THERE A PRONOUNCEMENT FORM? (Yes or No)		40b IF YES, DATE PRONOUNCED		40c IF YES, TIME PRONOUNCED		40d NAME OF PRONOUNCER
No						
DATE BURIAL PERMIT ISSUED		RECEIVED IN THE CITY/TOWN OF		DATE OF RECORD		
Newburyport 11/15/2002		Newburyport		Nov. 18, 2002		
SIGNATURE - BD. OF HEALTH AGENT		CLERK'S SIGNATURE				
MARK Tolmieri Director		<i>[Signature]</i>				

Pronouncement of Death Form (R-302) on File:

PERMANENT BLACK INK ONLY

R-301-01

2003022800925 Bk:20251 Pg:432  
02/28/2003 10:48:00 OTHER Pg 1/1

A TRUE COPY ATTEST

John F. Mak, City Clerk  
Newburyport, Massachusetts

28

3  
2  
125  
TIMOTHY F. SULLIVAN  
ATTORNEY AT LAW  
246 HIGH STREET  
NEWBURYPORT, MA 01950

2003032400766 Bk:20417 Pg:509  
03/24/2003 10:50:00 DEED Pg 1/2

**QUITCLAIM DEED**

Property Address: 132 High Street, Newburyport, MA

I, ARTHUR J. HEWETT of Newburyport, Essex County, Massachusetts

for nominal consideration paid,

grant to ARTHUR J. HEWETT of 34 Moulton Street, Newburyport, Essex County, Massachusetts, JULIE A. COLE of 2523 Pine Tree Lane, Rocky Mount, North Carolina, and MARY ELLEN McLEOD of 43 Phillips Drive, Newburyport, Essex County, Massachusetts, as joint tenants with rights of survivorship

with *Quitclaim Covenants*

My undivided one-quarter interest in and to the land, together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;

NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;

NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;

SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Being the same premises conveyed in deed of Arthur J. Hewett, D.P.M., Trustee to Arthur J. Hewett and Margaret L. Hewett dated October 6, 1998 and recorded with Essex South District Registry of Deeds, Book 15177, Page 586. Said Margaret L. Hewett having died February 14, 2002.

**NO TITLE EXAMINATION REQUESTED OR PERFORMED.**

WITNESS my hand and seal this 18<sup>th</sup> day of March, 2003.

Timothy Sullivan  
Witness

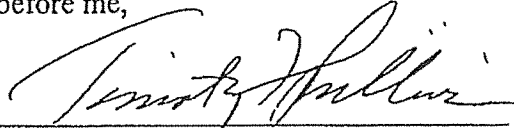
Arthur J. Hewett  
Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 18, 2003

Then personally appeared the above named Arthur J. Hewett and acknowledged the foregoing instrument to be his free act and deed, before me,



Timothy F. Sullivan, Notary Public

My commission expires: January 27, 2006

app / 1/10

✓✓✓✓✓

ENTRY FEE PAID  
ESSEX PROBATE COURT

Docket No. 02P0176-EP1

For Petitioner:

E Douglas Bolick

8 Court Street, Newburyport 01950

Tel. No. (978) 465-8335

For Respondent:

\_\_\_\_\_

Tel. No. \_\_\_\_\_

Publication in the \_\_\_\_\_

*Hewett*

**Probate of Will**

**With/Without Sureties**

**Petition - Decree JAN 18 2002**

Filed \_\_\_\_\_ 19 \_\_\_\_\_

Citation Issued Feb 21 19 2002

Returnable Mar 25 19 2002 12

Allowed May 1 19 02  
E.D.B D. 15-7-02

Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

*Newburyport D.V.*

*temp all Jan 25, 2002  
E.D.B D.I 3-7-02*

**Instructions**

Refer to Massachusetts General Laws Chapter 192.

87594000 01/25/02SUNRC

W 11-21-2001 (3pgs)

B WO

87594000 01/25/02FR08

04/11/02

Commonwealth of Massachusetts  
The Trial Court

Essex Division

Probate and Family Court Department

Docket No. 02P0176EP1

Probate of Will ~~With~~/Without Sureties

Name of Decedent Edward A. Hewett

Domicile at Death 4 Court Street Newburyport Essex MA 01950  
(Street and No.) (City or Town) (County) (Zip)

Date of Death December 13, 2001 34 Traitside Lane

Name and address of Petitioner(s) Ellen Marie Hewett, (P.O. Box 172,) Francestown, NH 03043

Status daughter

Heirs at law or next of kin of deceased including surviving spouse:

Name	Residence	Relationship
Ellen Hewett	(minors and incompetents must be so designated) P.O. Box 172, Francestown, NH 03043	daughter
Sheila Cutner	439 E 51st St #3A, New York, NY 10022	daughter
Elizabeth LaBua	1210 Leeds Terrace, Baltimore, MD 21227	daughter
Thomas Hewett	c/o Robert Hallisey, 37 Johnson St, Newburyport, MA 01950	son
Edward Hewett	369 Sleepy Hollow Road, Briarcliff, NY 10510	son
Ernest Hewett	1280 Trapello Road, Waltham, MA 02154	son
John Hewett	4 Court Street, Newburyport, MA 01950	son

That said deceased left a will — ~~and codicil(s)~~ — herewith presented, wherein your petitioner(s) is/are named execut or - temporary and permanent and wherein the testator had requested that your petitioner(s) be exempt from giving surety on his/her/their bond(s) in both capacities.

The petitioner(s) hereby certifies that a copy of this document, along with a copy of the decedent's death certificate has been sent by certified mail to the Department of Public Welfare, P.O. Box 86, Essex Station, Boston, Massachusetts 02112.

Wherefore your petitioner(s) pray(s) that said will — ~~and codicil(s)~~ — may be proved and allowed, and that ~~she/they~~ be appointed execut or thereof, ~~with~~ without surety on his/her/their bond(s) and certifies under the penalties of perjury that the statements herein contained are true to the best of his/her/their knowledge and belief.

Date December 20, 2001

Signature(s) Ellen Marie Hewett

The undersigned hereby assent to the foregoing petition and to the allowance of the will without testimony.

*Elizabeth LaBua*  
*John R. Hewett*

DECREE

All persons interested having been notified in accordance with the law or having assented and no objections being made thereto, it is decreed that said instrument(s) be approved and allowed as the last will and testament of said deceased, and that said petitioner(s): Ellen Marie Hewett of Francestown in the State of New Hampshire

and: ~~xxxxxxx~~ be appointed executrix thereof, first giving bond with out sureties for the due performance of said trust.

Date 5/1/02

Signature(s) John C. Stever  
JUSTICE OF THE PROBATE AND FAMILY COURT

## LAST WILL AND TESTAMENT

I, EDWARD A HEWETT of Newburyport, Essex County, Massachusetts, state that this is my last Will and Testament, hereby revoking all previous Wills and Codicils made by me.

1. Executor. I appoint my daughter Ellen Marie Hewett as Executor and Temporary Executor of this Will and my son Edward A Hewett, Jr as substitute therein. Neither shall have to give surety on his or her bond.

2. Executor's Powers. In order that my Executor may expeditiously administer and carry out the provisions of my Will, I grant her full power to sell and all those Statutory Optional Fiduciary Powers pursuant to Chapter 184B, Section 2, Massachusetts General Laws.

3. Personal Property. I give and bequeath to my Executor, in trust, all my tangible personal property, to be sold and the proceeds added to my residuary estate, or to be distributed among my issue, family and friends, or a combination of the two, as my Executor may deem appropriate. I may leave a memorandum stating my wishes with respect to disposition of certain of these articles of tangible personal property, but such memorandum will be simply an expression of my wishes and shall not create any obligation nor shall it be offered for probate as a part of this Will.

4. Jointly Held Property. I confirm my intention that my interest in all personal property, tangible or intangible, which is registered or held at the time of my death jointly in the names of myself and any other person or organization as joint tenants, shall pass by survivorship or operation of law and



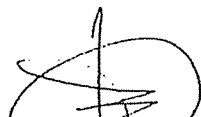
outside the terms of this Will to such other person, if he survives me, or to such organization or its successor in interest. To the extent that my intention may be defeated by any rules of law, I bequeath my interest in all such property to such other person or organization or its successor in interest.

5. Omitted Heir. I have in mind my son Arthur Thomas Hewett, but having sufficiently provided for him in the past, I hereby bequeath him the sum of one dollar.

6. Remaining Estate. All the rest, residue and remainder of my property, whether real, personal or mixed, of whatever character and wherever situate, of which I may die seized or possessed or in any manner entitled, I give, devise and bequeath to my surviving children other than Arthur Thomas Hewett in equal shares, and should a child predecease me, his share shall go to his children in equal shares..

7. Spendthrift Provision. No portion of any income or principal payable to any beneficiary under this Will shall be subject to alienation by the beneficiary in advance of receipt by assignment, pledge, sale, transfer or otherwise, nor shall such income or principal or any part thereof be subject to the interference or control of any creditors, or be liable for or be subject to the debts, liabilities, torts, or other obligations of any beneficiary, or be subject to attachment or bankruptcy proceedings or any other legal process whatsoever.

8. Taxes/Debts. I direct that all of my just debts, funeral expenses, costs of administration of my estate, and all taxes, including any interest or penalty thereon, which may become due by reason of

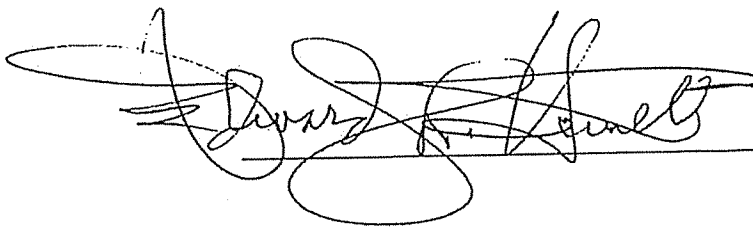


my death, and all income taxes payable by my estate, shall be paid out of the general assets of my estate.

9. Construction.

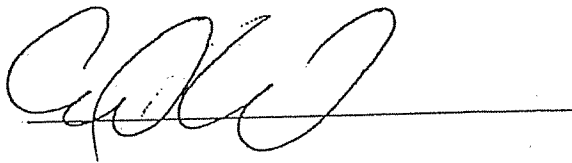
- A. Except where the context otherwise requires, wherever in this Will words are used in one gender, they shall be construed to include the other gender.
- B. Any adopted child shall be treated as a child of the blood of the adopting parents.
- C. If any legatee or devisee should be a minor, then his or her legacy or devise shall be held by a custodian under the Uniform Transfers to Minors Act.

I, the undersigned Testator, do hereby declare that I sign and execute this instrument as my last Will and Testament, that I sign it willingly in the presence of each of the belowsaid witnesses, and that I execute it as my free and voluntary act for the purposes herein expressed.

 11/21/01

We, the undersigned witnesses, each do hereby declare in the presence of the aforesaid Edward A Hewett, Testator that he signed and executed this instrument as his last Will and Testament in the presence of each of us, that he signed it willingly, that each of us hereby signs this Will as witness in the presence of the Testator, and to the best of our knowledge he is eighteen years of age or over, of sound mind, and under no constraint or undue influence.







CITY of NEWBURYPORT  
Commonwealth of Massachusetts  
United States of America

CERTIFICATE OF DEATH

DECEMBER 18, 2001

Date of Death ..... DECEMBER 13, 2001  
Name of Deceased ..... EDWARD A. HEWETT  
Maiden Name of Deceased .....  
Husband or Wife of Deceased ..... JUNE M. SHEPARD  
Gender: ... MALE    Color: WHITE    Marital Status ..... WIDOWED  
Age: ..... 73    Date of Birth..... DECEMBER 10, 1928  
Residence ..... 4 COURT STREET, NEWBURYPORT, MA  
Occupation ..... INSPECTOR  
Social Security..... 034-26-7902    If Veteran ..... KOREAN  
Disease or Cause of Death ..... MYOCARDIAL INFARCTION, CORONARY ARTERY DISEASE,  
RECENT CORONARY ARTERY BYPASS SU  
Place of Death ..... ANNA JAQUES HOSPITAL, NEWBURYPORT  
Type of Disposition ..... BURIAL  
Name of Cemetery ..... ST. MARY'S CEMETERY  
Place of Disposition ..... NEWBURYPORT, MA  
Place of Birth ..... NEWBURYPORT, MA  
Name of Father ..... ARTHUR J. HEWETT, SR.  
Name of Mother..... LUCY KELLEY  
Birthplace of Father..... MA  
Birthplace of Mother..... MA  
Date of Record ..... DECEMBER 14, 2001  
Record Number ..... 317

I, John F. Moak, above named, depose and say, that I hold the office of City Clerk of the City of Newburyport, in the County of Essex and Commonwealth of Massachusetts; That the Records of Births, Marriages, and Deaths in said City are in my Custody, and that the above is a true extract from the Records of DEATH in said City, as certified by me.

Witness my hand and Seal of said City of Newburyport  
on the day and year first above written.

Seal

  
Signature of City Clerk / Asst. Clerk



Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

Essex Division

Docket No. 02P0176EP1

( X ) without

Bond of Executor ( ) with Personal Surety  
(type of fiduciary)

( ) with Corporate Surety

Name of Estate Edward A. Hewett

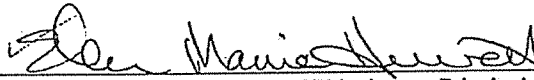
Name and Address of Fiduciary Ellen Marie Hewett, P.O. Box 172, Frankestown, NH 03043

Estimated Real Estate \$1,693,000.00 Estimated Personal Estate \$40,000.00

Penal Sum of Bond, (if applicable) \_\_\_\_\_

I, ~~WE~~, the undersigned fiduciary accept appointment as Executor and stand bound — in the aforesaid penal sum — with the undersigned surety or sureties — (if applicable) to perform the statutory conditions of said bond and declare the above estimate to be to my — our best knowledge and belief.

Date 12/20/01

  
Signature of Fiduciary — Principal

(complete below only if this is a bond with personal sureties)

We, the undersigned, as sureties, stand bound jointly and severally in the aforesaid penal sum to perform the statutory condition.

Personal Surety's Name and Address \_\_\_\_\_

Signature \_\_\_\_\_

Personal Surety's Name and Address \_\_\_\_\_

Signature \_\_\_\_\_

The above sureties are in my opinion sufficient.

\_\_\_\_\_  
Signature Office City or Town

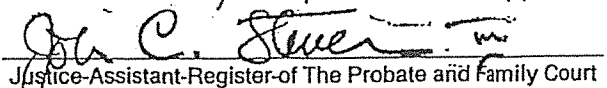
(complete below only if this is a Surety Company Bond)

We, the undersigned surety company, a corporation duly organized by law under the state of \_\_\_\_\_ and having a usual place of business in \_\_\_\_\_

(Massachusetts address)

stand bound as surety, in the aforesaid penal sum, to perform the statutory condition.

\_\_\_\_\_  
Corporate Surety (name) by \_\_\_\_\_  
\_\_\_\_\_, ss. May 1 Signature and Title  
10 07 examined and approved.

  
Justice-Assistant-Register of The Probate and Family Court

26

FILED APR 14 2005

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

ESSEX Division

Docket No. 02P 0176-EP1

INVENTORY

To Ellen Marie Hewett  
of Francestown in the State of New Hampshire

~~Administrator/Administratrix~~ ~~Executor/Executrix~~ ~~Temporary Trustee~~ ~~Guardian~~ ~~Conservator~~ ~~Receiver~~

YOU are directed to appraise, under the penalties of perjury, the estate and effects of

Edward A. Hewett late of Newburyport

which may be in said Commonwealth; and return to the Probate Court for said County of Essex

James Casey O'Brien  
Register of Probate Court

Pursuant to the foregoing order to inventory said estate is appraised as follows:

Amount of Personal Estate, as per schedule exhibited, \$ 97,369.93

Amount of Real Estate, as per schedule exhibited, \$1,579,003.60

I ~~WE~~ Ellen Marie Hewett  
the ~~trustee~~ ~~administrator/administratrix~~ ~~executor/executrix~~ ~~guardian~~ ~~conservator~~ ~~receiver~~, of  
the estate of said deceased, certify under the penalties of perjury that the foregoing is a true and perfect inventory  
of all the estate of the within named that has come to my ~~own~~ possession or knowledge, and sets forth the  
actual market values of the various items thereof ascertained by me ~~ourselves~~ to the best of my ~~our~~  
knowledge, information and belief.

4/12/2005

Ellen Marie Hewett


Date(s)

Signature(s)

Estate of Edward A. Hewett  
Docket No. 02P 0176-EP1

INVENTORY

Schedule of Real Estate

<u>DESCRIPTION</u>		<u>VALUE</u>
<b>129 State Street, Newburyport, MA, Book 10039, Page 249, Essex South District Registry of Deeds</b>		
Fair Market Value, per appraisal	\$ 315,000.00	
Subject to mortgage at the Newburyport Five Cents Savings Bank with a principal amount as of date of death of	<u>\$ 42,974.00</u>	\$ 272,026.00
<b>34 Dove Street/8 Munroe Street, Newburyport, MA, Book 4812, Page 171, Essex South District Registry of Deeds</b>		
Fair Market Value, per appraisal	\$ 285,000.00	
Subject to a Line of Credit at the First & Ocean National Bank with a principal amount as of date of death of	<u>\$ 15,155.43</u>	\$ 269,844.57
<b>Four Court Street, Newburyport, MA, Book 6934, Page 698, Essex South District Registry of Deeds</b>		
Fair Market Value, per appraisal	\$ 450,000.00	
Subject to a Line of Credit at the First & Ocean National Bank with a principal amount as of date of death of	\$ 66,197.97	
Subject to mortgage at the Newburyport Five Cents Savings Bank with a principal amount as of date of death of	<u>\$ 12,569.00</u>	\$ 371,233.03
<b>Two Court Street, Newburyport, MA, Book 6934, Page 698, Essex South District Registry of Deeds</b>		
Fair Market Value, per appraisal		\$ 204,200.00
 <b>1/4 Interest in 132 High Street, Newburyport, MA, Book 15177, Page 586, Essex South District Registry of Deeds</b>		

Estate of Edward A. Hewett  
Docket No. 02P 0176-EP1

**INVENTORY**

Schedule of Real Estate

Fair Market Value, per appraisal \$ 93,700.00

**1/4 Interest in 36 High Street,  
Newburyport, MA, Book 9481, Page  
341, Essex South District Registry of  
Deeds**

Fair Market Value, per appraisal \$ 78,000.00

**34 High Street, Newburyport, MA,  
Book 10039, Page 250, Essex South  
District Registry of Deeds**

Fair Market Value, per appraisal \$ 290,000.00

**TOTAL VALUE REAL ESTATE \$1,579,003.60**

ENTRY FEE PAID  
ESSEX PROBATE COURT

103-06

For Petitioner: Gill Haley Murphy, Esq.  
65 State St P.O. Box 332  
Newburyport, Ma 01950

Docket No. \_\_\_\_\_

Account

**FILED SEP 14 2005**

Filed \_\_\_\_\_ 20  
N.O.N.  
Citation Issued Sept 30 20 05  
Returnable Nov 14 20 05  
Allowed Nov 30, 20 05

30

Tel No. \_\_\_\_\_  
For Respondent: \_\_\_\_\_  
\_\_\_\_\_

Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

See # 35

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Refe

ns

**Commonwealth of Massachusetts**  
**The Trial Court**  
**Probate and Family Court Department**

Essex Division

Docket No. 02P0176-EP1

**Judgment**

Estate of Edward A. Hewett

At the Probate and Family Court held at Salem

in and for said County, on November 30, 20 05.

The First and Final account(s) of Ellen Marie Hewett,

as Executrix under the Will of

~~of the estate of~~ Edward A. Hewett

(late) of Newburyport (city or town) \_\_\_\_\_ (county) \_\_\_\_\_ (zip)  
(street and no.)

The said account(s) of said, Ellem Marie Hewett

\_\_\_\_\_ having been presented for allowance, and certified by the accountant — ~~and~~

~~the guardian of them~~ — and all persons interested — ~~having consented thereto in writ-~~

~~ing,~~ and no objections being made thereto, and the same having been examined and considered by the Court.

It is ordered and adjudged that said account(s) be allowed.

Date November 30, 2005

J. C. Stevens  
Justice of the Probate and Family Court

125

FIDUCIARY DEED

Ellen Marie Hewett, Executrix of the Estate of Edward A. Hewett, Essex Probate #02P0176EP1 by the power conferred by his Will and every other power

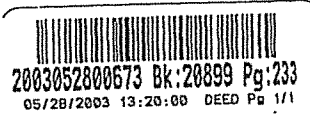
1/4

of Francestown, New Hampshire 03043

County, Massachusetts

in consideration of Seventy eight thousand two hundred nineteen dollars (\$78,219.00)

grants to Ellen Hewett and Ernest Hewett



of 132 High Street, Newburyport, Essex County, MA with quitclaim covenants thereunto

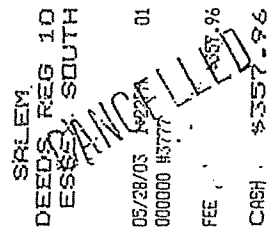
All of the right, title and interest of the decedent (Edward A. Hewett) in the following described parcel of realty; the land with the buildings thereon at 132 High Street, bounded and described as follows:

The land in Newburyport in the County of Essex, with the buildings thereon, situate on High Street, and bounded and described as follows, viz:-

Southwesterly by High Street, there measuring about sixty-five feet; Northwesterly by land formerly of Charles H. Coffin, now of Kimball, there measuring about one hundred ten feet; Northeasterly by land of Hoyt, there measuring about sixty-five feet; Southeasterly by land formerly of Worcester there measuring about one hundred ten feet.

For my title reference see Estate of Edward A. Hewett, Probate #02P0176EP1. Also, see deed from Arthur J. Hewett to Lucy M. Hewett recorded with the Essex South District Registry of Deeds, Book 2920, Page 416. Also, see estate of Lucy M. Hewett, Essex County Probate #175988.

Property: 132 High Street  
Address: Newburyport, Essex County, MA 01950



Executed as a sealed instrument this 23rd day of May, 2003

Richard J. Kelleher

Ellen Marie Hewett  
Ellen Marie Hewett, Executrix

The Commonwealth of Massachusetts

Essex, ss. May 23, 2003

Then personally appeared the above named Ellen Marie Hewett, Executrix

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

Before me, Richard J. Kelleher  
Notary Public  
Commission Expires 05/28/03

My commission expires

1/3/08

42

No. 250905

ADMINISTRATION.  
(WITH SURETIES)  
PETITION — DECREE

*Henrietta C. Curran*  
*W. S.*

*Approved in title  
of Henricus Decree  
H. S.*

**FILED**

MAR 23 1956

Returnable \_\_\_\_\_ 19

Allowed *March 27 1956*

For Petitioner:

Dominic P. Curran  
Haverhill, Massachusetts

ENTRY FEE PAID



TO THE HONORABLE THE JUDGES OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX:

RESPECTFULLY represents Mary E. Hewett and Arthur J. Hewett, Jr., of Newbury in the County of Essex that Arthur J. Hewett

who last dwelt in Newbury in said County of Essex, died on the 25th day of February in the year of our Lord one thousand nine hundred and fifty-six intestate, possessed of goods and estate remaining to be administered, leaving as widow - husband - his only heirs-at-law and next of kin the persons whose names, residences and relationship to the deceased are as follows: viz.:

Table with 3 columns: NAME, RESIDENCE, RELATIONSHIP. Rows include Mary E. Hewett (wife), Edward A. Hewett (son), Arthur J. Hewett, Jr. (son), Julia A. Cole (daughter), and Mary Ellen Hewett (daughter).

that your petitioners are requested to serve

Wherefore your petitioners pray that they, or some other suitable person, be appointed administrators of the estate of said deceased, and certify that the statements herein contained are true to the best of their knowledge and belief.

Dated this 16th day of March A. D. 19 56 .

MAILING ADDRESS 6 Green Street Newbury, Massachusetts

Handwritten signature of Mary E. Hewett and Arthur J. Hewett, Jr.

Essex, ss.: Subscribed and sworn to this 16th day of March A. D. 19 56 .

Before me, Dominic P. Burran Justice of the Peace Notary Public.

The undersigned, being all the persons interested, residing in the Commonwealth, who are of full age and legal capacity, hereby assent to the foregoing petition.

Handwritten signatures of Edward A. Hewett, Arthur J. Hewett, Jr., Mary E. Hewett, Julia A. Cole, and Mary Ellen Hewett.

COMMONWEALTH OF MASSACHUSETTS

Docket No. 250905

ESSEX, ss.

At a Probate Court holden at Salem in and for said County of Essex, on the twenty-seventh day of March in the year of our Lord one thousand nine hundred and fifty-six

THE petition of Mary E. Hewett and Arthur J. Hewett, junior, both of Newbury in the County of Essex praying that they, or some other suitable person be appointed administrators of the estate of Arthur J. Hewett

late of Newbury in said County of Essex,

deceased, intestate, having been considered, and it appearing that the petitioner ~~is the husband~~ are the widow <sup>and</sup> ~~one~~ of the next of kin of said deceased ~~have assented thereto,~~ and the other next of kin having assented thereto

~~and that all persons interested have had due notice according to the order of the Court,~~ no person objecting thereto.

IT IS DECREED that said petitioner be appointed administrators of said estate, first giving bond with sufficient sureties for the due performance of said trust.

John V. Wheeler Judge of Probate Court.

No. 250905

Hewett Arthur J. <sup>NY</sup>  
ADMINISTRATORS INVENTORY

*[Handwritten initials]*

FILED  
AUG 7 - 1957

Register Excused from Filing  
Gen. Laws Chap. 217, Sec. 16  
JOSEPH P. HEALEY  
Commissioner of Corporations  
and Taxation

No. 250905

*Hewett Arthur J. Healy*  
ADMINISTRATOR'S BOND  
(WITH SURETIES.)

Approved *Franklin 2/19/56*

Rec. Vol. 1237 Page 268

FILED  
MAR 23 1956

Appraisers Suggested  
[Must be disinterested.]

Mary E. Curran  
of Haverhill, Massachusetts  
-----  
of -----  
-----  
of -----

9/25  
ENTIRE FEE PAID

We, Mary E. Hewett and Arthur J. Hewett, Jr., the within-named administrators <sup>our</sup> declare that to the best of my knowledge and belief, the estate and effects of the within-named deceased do not exceed in value the following-mentioned sums, viz.:—  
Real Estate, \$400.00  
Personal Estate, \$3500.00  
[SIGN] *Arthur J. Hewett*  
The sureties on the within bond are, in my opinion, sufficient.  
*Dominic Curran* Lawyer of Haverhill, Massachusetts  
\*Name Office City or Town  
\* Some person who has reason for his opinion. City or Town officer preferred.

(The administrator must file the inventory in the Registry of Probate within three months after his appointment)

# COMMONWEALTH OF MASSACHUSETTS

## PROBATE COURT

ESSEX, SS.

To Mary E. Curran  
of Haverhill in the County of Essex

Greeting:

You are hereby appointed to appraise, on oath, the estate and effects of

Arthur J. Hewett

late of Newbury in said County of Essex, deceased,

which may be in said Commonwealth. When you have performed that service, you will deliver this order, with your doings in pursuance thereof, to

Mary E. Hewett and Arthur J. Hewett, junior

administratORS of the estate

of said deceased, that ~~t~~ he ~~y~~ may return the same to the Probate Court for said County of Essex.

Witness my hand and the seal of said Court, this twenty-seventh day of March in the year of our Lord one thousand nine hundred and fifty-six

[Signature] Register of Probate Court.

Essex, ss. May 17, A. D. 1957 . Then the

above-named appraiser personally appeared and made oath that she would faithfully and impartially discharge the trust reposed in her by the foregoing order.

Before me,

[Signature: Dominic Plurran] Justice of the Peace  
Notary Public.

Pursuant to the foregoing order to me directed, I have appraised said estate as follows, to wit:

Amount of Personal Estate, as per schedule exhibited, . . . . \$ 5293.88  
Amount of Real Estate, as per schedule exhibited, . . . . \$ 300.00

Mary E. Curran }  
\_\_\_\_\_  
\_\_\_\_\_  
Appraiser .

Essex, ss. May 17 A. D. 1957 . Then personally appeared

Mary E. Hewett and Arthur J. Hewett, Junior the administratORS of said estate, and made oath that the foregoing is a true and perfect inventory of all the estate of said deceased, that has come to ~~h~~ their possession or knowledge.

Before me,

[Signature: Dominic Plurran] Justice of the Peace  
Notary Public.



5

No. 250905

*Robert T. Capelle*  
ADMINISTRATOR'S Final ACCOUNT

**FILED**  
APR 23 1959

Returnable \_\_\_\_\_ 19

Allowed *May 7* 19 *59*

Rec. Book *26* Page *34*  
For the Accountant *5775-9*

Dominic P. Curran

Haverhill, Massachusetts

Essex, ss.

June 7 A. D. 19 57.

Then appeared the within-named  
Mary E. Hewett and Arthur J.  
Hewett, Junior  
and made oath that the within account is  
just and true. Before me,

*Dominic P. Curran*  
Justice-of-the-Peace,  
My Commission expires  
May 17, 1963

ENTRY LITE F.A.S.

4

Form L 10.  
THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF CORPORATIONS AND TAXATION  
INHERITANCE TAX BUREAU  
18 TREMONT STREET, BOSTON 8

TO BE FILED IN PROBATE COURT

NO. *250905*  
ESTATE OF

*Robert T. Capelle*  
COUNTY OF *Essex*

From such information as is now on file  
with me as Commissioner of Corporations  
and Taxation, it appears that under the  
provisions of Chapter 65 of the General  
Laws no legacy or succession tax is due  
Massachusetts on account of the property  
passing in the above entitled Estate.

*Robert T. Capelle* 19 *59*  
ROBERT T. CAPELLES  
JOSEPH B. DEBARTINO  
Commissioner

By *Robert T. Capelle*  
Notary Public  
**FILED**

APR 21 1959  
10m-5-58-922927

8  
21

NO ENV.

2005071400118 Bk:24554 Pg:250  
07/14/2005 10:08:00 OTHER Pg 1/8

TERMINATION OF EASEMENT

We, Ellen Hewett and Ernest Hewett the owners of property situate at 132 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to us from Ellen Marie Hewett, Executrix of the Estate of Edward A. Hewett (Essex Probate #02P0176EP1) dated May 23, 2003 and recorded with the Essex South District Registry of Deeds in book 20899 page 233, and

only 1/4 interest

I, Michelle Gabaree Eudailey, the owner of property situate at Unit No. 1 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from John A. Guertin and Lori H. Guertin dated October 20, 2002 and recorded with the Essex South District Registry of Deeds in book 19440 page 5, and

I, Jeannie M. Clay-Buiel, the owner of property situate at Unit No. 2 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from William B. Scally and Cindy J. Frisby and recorded with the Essex South District Registry of Deeds in book 22767 page 374, and

I, Mathew B. Perry, the owner of property situate at Unit No. 3 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from Laura L. RuizdeLuzuriago/Walta, Trustee of PAS Realty Trust dated March 31, 2003 and recorded with the Essex South District Registry of Deeds in book 20491 page 554, and

I, Andre T. Guay, the owner of property situate at Unit No. 4 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from Ronald P. Guertin Trustee of 134-136 High Street Realty Trust dated September 27, 2000 and recorded with the Essex South District Registry of Deeds in book 16585 page 424, and

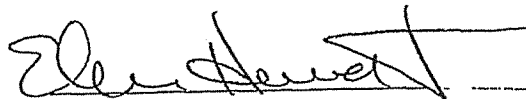
I, Kathleen S. Harrington, the owner of property situate at Unit No. 5 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from Cassie Fay Blodgett dated January 15, 2003 and recorded with the Essex South District Registry of Deeds in book 19997 page 376, and

We, Timothy M. Roche and Karen M. Roche the owners of property situate at Unit No. 6 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed from Hare Newburyport Realty, LLC and recorded with the Essex South District Registry of Deeds in book 23038 page 435, and

Teckla Limited Liability Company the owner of property situate at 138-140 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed from Clive R. Lee, Trustee of Teckla Realty Trust dated April 29, 1998 and recorded with the Essex South District Registry of Deeds in book 14791 page 138,

**HEREBY TERMINATE** the existing six (6) foot wide easement as shown on a plan of land entitled, "Easement Plan Newburyport, Mass. prepared for Sandra Jean Kubik", dated: October 1987, Scale: 1"=10' and prepared by: Pembroke Land Survey Company and duly recorded with the Essex South District Registry of Deeds in Plan Book 236 Plan 29

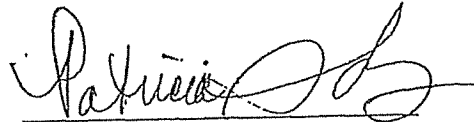
Executed as a sealed instrument this 8 day of July 2005.

  
Ellen Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 8<sup>th</sup> day of July 2005 before me, the undersigned notary public, personally appeared Ellen Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public

My commission expires:

PATRICIA A. SOUCY  
Notary Public - Justice of the Peace  
My Commission Expires December 19, 2008



Ernest Hewett  
Ernest Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6th day of July 2005 before me, the undersigned notary public, personally appeared Ernest Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Eric F. Delapena

Notary Public

My commission expires:



ERIC F. DELAPENA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires April 27, 2012

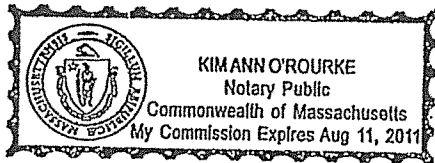
Executed as a sealed instrument this 6 day of July 2005.

*Michelle Gabaree Eudailey*  
Michelle Gabaree Eudailey

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Michelle Gabaree Eudailey proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



*Kim Ann O'Rourke*  
Notary Public *Kim Ann O'Rourke*  
My commission expires: August 11, 2011

Executed as a sealed instrument this 6 day of July 2005.

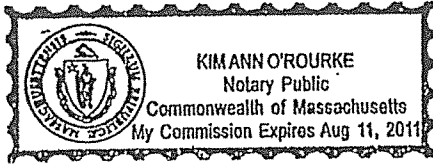
*Jeannie M. Clay-Buiel*  
Jeannie M. Clay-Buiel

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Jeannie M. Clay-Buiel proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the

contents of the document are truthful and accurate to the best of her knowledge and belief.



Kim Ann O'Rourke  
Notary Public Kim Ann O'Rourke  
My commission expires: August 11, 2011

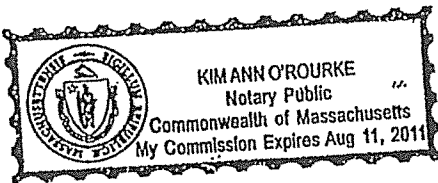
Executed as a sealed instrument this 6 day of July 2005.

Mathew B. Perry  
Mathew B. Perry

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Mathew B. Perry proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Kim Ann O'Rourke  
Notary Public Kim Ann O'Rourke  
My commission expires: August 11, 2011

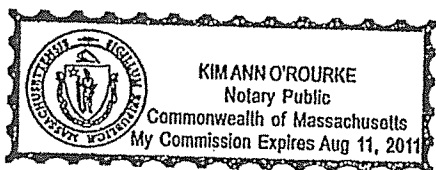
Executed as a sealed instrument this 6 day of July 2005.

Andre T. Guay  
Andre T. Guay

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Andre T. Guay proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Kim Ann O'Rourke  
Notary Public  
My commission expires: August 11, 2011

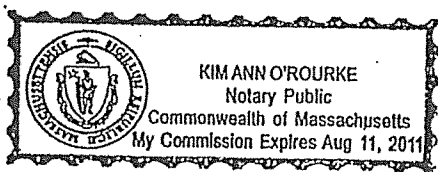
Executed as a sealed instrument this 6 day of July 2005.

Kathleen S. Harrington  
Kathleen S. Harrington

COMMONWEALTH OF MASSACHUSETTS

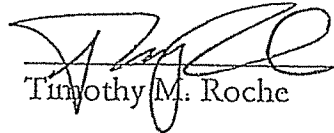
Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Kathleen S. Harrington proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Kim Ann O'Rourke  
Notary Public  
My commission expires: August 11, 2011

Executed as a sealed instrument this 6 day of July 2005.

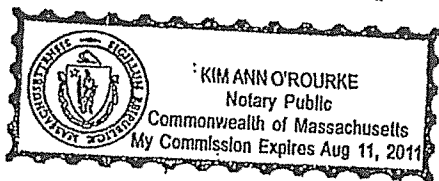
  
Timothy M. Roche


  
Karen M. Roche

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

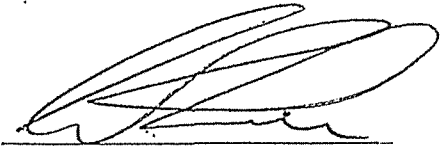
On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Timothy M. Roche and Karen M. Roche proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



  
Notary Public Kim Ann O'Rourke  
My commission expires: August 11, 2011

Executed as a sealed instrument this 6 day of July 2005.

Teckla Limited Liability Company

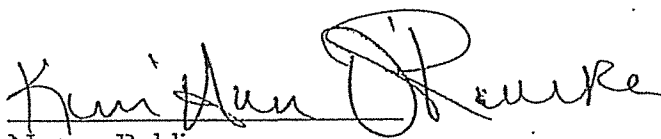
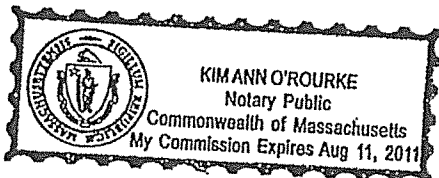


Clive R. Lee, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Clive R. Lee, Manager of Teckla Limited Liability Company proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Notary Public

My commission expires: August 11, 2011

6  
125

DEED

2005090800359 Bk:24807 Pg:349  
09/08/2005 12:34:00 DEED Pg 1/6

We, Ellen Hewett and Ernest Hewett of 132 High Street Newburyport, Essex County, Massachusetts 01950 and Arthur J. Hewett of 34 Moulton Street Newburyport, Essex County, Massachusetts 01950 Julie A. Cole also known as Julia A. Cole of 2523 Pine Tree Lane Rocky Mount, North Carolina, and Mary Ellen McLeod formerly Mary Ellen Hewett of 43 Phillips Drive Newburyport, Essex County, Massachusetts 01950

in consideration of \$650,000.00

Grant to Teckla, LLC, a Massachusetts Limited Liability Company of 138-140 High Street Newburyport, Essex County, Massachusetts 01950

With QUITCLAIM COVENANTS

132 High Street Newburyport, Massachusetts 01950

the land together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;

NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;

NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;

SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Meaning and intending to convey the property as described in two deeds to the Grantors recorded with the Essex South District Registry of Deeds in book 20417 page 509 and 20899 page 233.

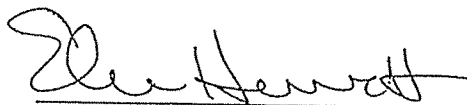
SALEM  
REDS RECD 10  
ESSEX SOUTH  
/08/05 12:34:00  
0000 #5245  
E \$2964.00  
ASH \$2964.00

CANCELLED

box 60

51

Executed as a sealed instrument this 12 day of August 2005.

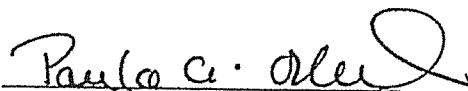


Ellen Hewett

COMMONWEALTH OF MASSACHUSETTS

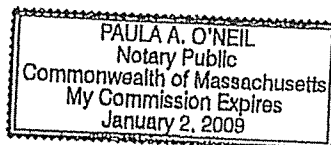
Essex, ss

On this 12 day of August 2005 before me, the undersigned notary public, personally appeared Ellen Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Notary Public

My commission expires:





Executed as a sealed instrument this 6<sup>th</sup> day of August 2005.

Ernest Hewett  
Ernest Hewett      L

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

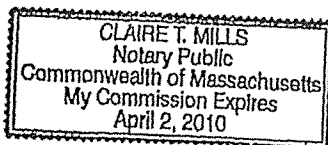
On this 6<sup>th</sup> day of August 2005 before me, the undersigned notary public, personally appeared Ernest Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Claire T. Mills

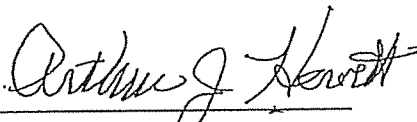
Notary Public

My commission expires:

April 2, 2010



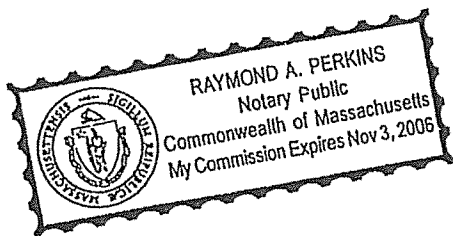
Executed as a sealed instrument this 15 day of August 2005.


  
Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 15 day of August 2005 before me, the undersigned notary public, personally appeared Arthur J. Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



  
\_\_\_\_\_  
Notary Public  
My commission expires:

Executed as a sealed instrument this 15 day of August 2005.

Julie A. Cole  
Julie A. Cole

STATE OF NORTH CAROLINA

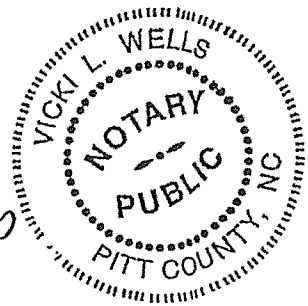
Nash, ss  
(County)

On this 15 day of August 2005 before me, the undersigned notary public, personally appeared Julie A. Cole proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Vicki L. Wells  
Notary Public

My commission expires:

8-23-2008



Executed as a sealed instrument this 15 day of August 2005.

*Mary Ellen McLeod*  
Mary Ellen McLeod

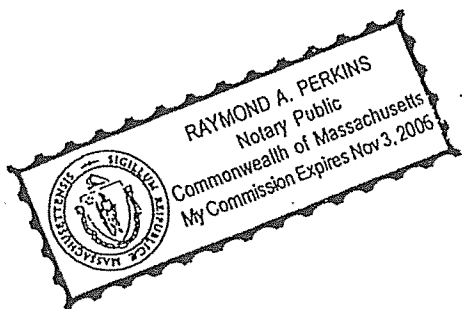
COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 15 day of August 2005 before me, the undersigned notary public, personally appeared Mary Ellen McLeod proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



\_\_\_\_\_  
Notary Public  
My commission expires:





SO,ESSEX #142 Bk:36598 Pg:270  
03/23/2018 10:44 AM MTG Pg 1/17  
eRecorded

## MORTGAGE

**SEND TAX NOTICES TO:**

Newburyport Five Cents Savings Bank, Main Office, P.O. Box 350, 63 State Street,  
Newburyport, MA 01950

**FOR RECORDER'S USE ONLY**

Property Address: 132 High Street, Newburyport, MA 01950.

**THIS MORTGAGE** dated March 23, 2018, is made and executed between Teckla Limited Liability Company, whose address is 132 High Street, Newburyport, MA 01950 (referred to below as "Grantor") and Newburyport Five Cents Savings Bank, whose address is P.O. Box 350, 63 State Street, Newburyport, MA 01950 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants to Lender with **MORTGAGE COVENANTS** all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Essex County, Commonwealth of Massachusetts:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 132 High Street, Newburyport, MA 01950.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE**

**MORTGAGE  
(Continued)**

Page 14

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Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Newburyport Five Cents Savings Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated March 23, 2018, in the original principal amount of \$20,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

MORTGAGE  
(Continued)

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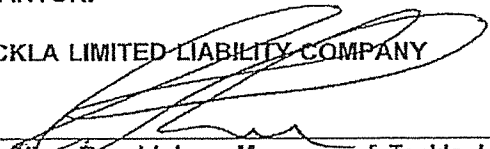
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

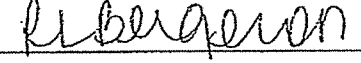
THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TECKLA LIMITED LIABILITY COMPANY

By:  (Seal)  
Clive Ronald Lee, Manager of Teckla Limited Liability Company

WITNESSES:

X  \_\_\_\_\_  
X \_\_\_\_\_





## Exhibit A - Property Description

Borrower(s): Teckla Limited Liability Company  
Property Address: 132 High Street, Newburyport, Massachusetts 01950

The land together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;  
NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;  
NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;  
SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Being the same premises conveyed to mortgagor by deed of Ellen Hewett, Ernest Hewett, Arthur J. Hewett, Julie A. Cole a/k/a Julia A. Cole and Mary Ellen McLeod f/k/a Mary Ellen Hewett dated August 12, 2005 and recorded with Essex South District Registry of Deeds at Book 24807, Page 349.

Being the same premises conveyed to mortgagor by deed of Teckla, LLC dated July 3, 2015 and recorded with the Essex South District Registry of Deeds at Book 34201, Page 525



SO.ESSEX #34 Bk:34201 Pg:525  
07/09/2015 08:52 AM MTG Pg 1/16  
eRecorded

## MORTGAGE

SEND TAX NOTICES TO:  
Newburyport Five Cents Savings Bank, Main Office, P.O. Box 350, 63 State Street,  
Newburyport, MA 01950

FOR RECORDER'S USE ONLY

Property Address: 132 High Street, Newburyport, MA 01950.

THIS MORTGAGE dated July 3, 2015, is made and executed between Teckla, LLC (referred to below as "Grantor") and Newburyport Five Cents Savings Bank, whose address is P.O. Box 350, 63 State Street, Newburyport, MA 01950 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants to Lender with **MORTGAGE COVENANTS** all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Essex County, Commonwealth of Massachusetts:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 132 High Street, Newburyport, MA 01950.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE

**MORTGAGE  
(Continued)**

Page 13

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99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Massachusetts Hazardous Waste Management Act, Mass. Gen. Laws Ch. 21C, the Massachusetts Oil and Hazardous Material Release Prevention Act, Mass. Gen. Laws, Ch. 21E, or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Teckla, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Newburyport Five Cents Savings Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated July 3, 2015, in the original principal amount of \$225,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is July 9, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions

**MORTGAGE  
(Continued)**

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to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

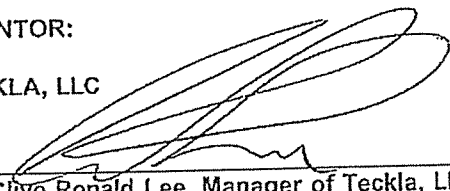
**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

**TECKLA, LLC**

By:  (Seal)  
Clive Ronald Lee, Manager of Teckla, LLC

**WITNESSES:**

X  \_\_\_\_\_

X \_\_\_\_\_

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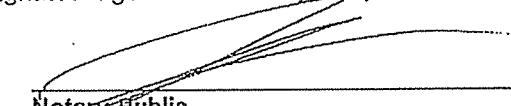
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS  
COUNTY OF Essex )

On this 3rd day of July, 20 2015, before me, the undersigned notary public, personally appeared Clive Ronald Lee, Manager of Teckla, LLC, proved to me through satisfactory evidence of identification, which were his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose as a member or designated agent for Teckla, LLC, a limited liability company.



**JAMES T. CONNOLLY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 29, 2019

  
Notary Public  
James T. Connolly  
My commission expires 8/29/19

60

## Exhibit A - Property Description

Closing date: July 03, 2015  
Borrower(s): Teckla, LLC  
Property Address: 132 High Street, Newburyport, Massachusetts 01950

The land together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;  
NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;  
NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;  
SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Being the same premises conveyed to mortgagor by deed of Ellen Hewett, Ernest Hewett, Arthur J. Hewett, Julie A. Cole a/k/a Julia A. Cole and Mary Ellen McLeod f/k/a Mary Ellen Hewett dated August 12, 2005 and recorded with Essex South District Registry of Deeds at Book 24807, Page 349.



SO.ESSEX #35 Bk:34201 Pg:541  
07/09/2015 08:52 AM ASGT Pg 1/11  
eRecorded

## ASSIGNMENT OF RENTS

**SEND TAX NOTICES TO:**

Newburyport Five Cents Savings Bank, Main Office, P.O. Box 350, 63 State Street,  
Newburyport, MA 01950

FOR RECORDER'S USE ONLY

Property Address: 132 High Street, Newburyport, MA 01950.

THIS ASSIGNMENT OF RENTS dated July 3, 2015, is made and executed between Teckla, LLC (referred to below as "Grantor") and Newburyport Five Cents Savings Bank, whose address is P.O. Box 350, 63 State Street, Newburyport, MA 01950 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Essex County, Commonwealth of Massachusetts:

See the exhibit or other description document which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 132 High Street, Newburyport, MA 01950.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a

**ASSIGNMENT OF RENTS  
(Continued)**

Page 8

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any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means Newburyport Five Cents Savings Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 3, 2015, in the original principal amount of \$225,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.



ASSIGNMENT OF RENTS  
(Continued)

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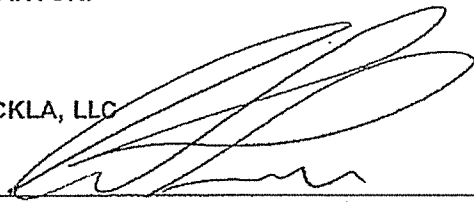
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THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JULY 3, 2015.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TECKLA, LLC

By:  (Seal)  
Clive Ronald Lee, Manager of Teckla, LLC

WITNESSES:

X   
\_\_\_\_\_  
X   
\_\_\_\_\_

ASSIGNMENT OF RENTS  
(Continued)

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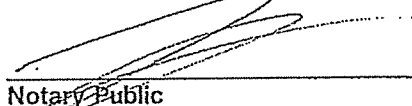
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS  
COUNTY OF Essex )

On this 3rd day of July, 20 15, before me, the undersigned notary public, personally appeared Clive Ronald Lee, Manager of Teckla, LLC, proved to me through satisfactory evidence of identification, which were his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose as a member or designated agent for Teckla, LLC, a limited liability company.



**JAMES T. CONNOLLY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 29, 2019

  
\_\_\_\_\_  
Notary Public  
James T. Connolly  
My commission expires 8/29/19

65

## Exhibit A - Property Description

Closing date: July 03, 2015  
Borrower(s): Teckla, LLC  
Property Address: 132 High Street, Newburyport, Massachusetts 01950

The land together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;  
NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;  
NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;  
SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Being the same premises conveyed to mortgagor by deed of Ellen Hewett, Ernest Hewett, Arthur J. Hewett, Julie A. Cole a/k/a Julia A. Cole and Mary Ellen McLeod f/k/a Mary Ellen Hewett dated August 12, 2005 and recorded with Essex South District Registry of Deeds at Book 24807, Page 349.

# EXHIBIT C

Treasurer acknowledged the foregoing release to be their free act and deed.

Before me, J. W. Mills Jus. Pacis.

Essex Co. Dec<sup>r</sup> Nov<sup>r</sup> 17, 1852. 10 am. before J. W. Mills Jus. Pacis. E. Brown Reg

Elizabeth Hodge & others  
to  
Charles M. Hodge

I know all men by these presents, that we Elizabeth Hodge, Anne Hodge, Mary D. Hodge, Stephen J. Hodge, Mary Bagley, Sarah S. Bagley, of Newburyport State of Massachusetts and John S. Bagley of New York in the State of New York and Michael M. Bagley of Meadville State of Pennsylvania in consideration of Fifteen Hundred Dollars to us paid by Charles Michael Hodge of sd Newburyport Druggist, the receipt whereof is hereby acknowledged, do by these presents, give, grant, bargain, sell and convey unto the said Charles Michael Hodge A certain piece or parcel of land situated in said Newburyport and bounded as follows, Northeast by land of James & Robert G. Pike Southeast by land of Misses Andrews Northwest by land of Charles M. Coffin & Southwest by High Street in said Newburyport, containing Twenty eight Rods more or less. We have and to hold the above granted premises, with the privileges and appurtenances thereto belonging, to the said Charles Michael Hodge heirs and assigns, to his use and behoof forever. And we the said Elizabeth Hodge et al for ourselves and our heirs, executors and administrators, do hereby covenant with the said Charles Michael Hodge his heirs and assigns, that we are lawfully seized in fee of the above granted premises; that they are free from all incumbrances. That we have good right to sell and convey the same to the said Charles Michael Hodge as above said: and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said Charles Michael Hodge his heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof, we the said Elizabeth Hodge, Anne Hodge, Mary D. Hodge, Stephen J. Hodge, Mary Bagley, Sarah S. Bagley, John S. Bagley & Michael M. Bagley have hereunto set our hands and seals this Thirteenth day of November in the year of our Lord eighteen hundred

and fifty; Now.

Mary Bagley Seal

Signed, sealed and delivered

Sarah S. Bagley Seal

delivered in presence of } Essex ss. Jan. 25, 1876. Then person  
P. J. Mc. Curker } ally appeared—the above named  
Michael J. Noonan and acknowledged the foregoing in-  
strument to be his free act and deed, before me,

P. J. Mc. Curker, Justice of the Peace.

Essex ss. Held Jan. 25, 1876, 15 min. past 10 A.M. Rec. 7-11-76

Chas. Wood P. J.

A. L. Hodge  
to  
E. C. Currier  
(vs. W. F. S.)

Know all men by these presents, that I, Annie L. Hodge, of the City of Santa Ana, County of Orange, State of California, unmarried, in consideration of Seven Thousand Two Hundred and Fifty Dollars to me paid by Effie C. Currier of Boston, County of Suffolk, Commonwealth of Massachusetts, wife of Warren T. Currier, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim unto the said Effie C. Currier one undivided half part of two certain pieces of land with the buildings thereon situate in Newburyport in the County of Essex and in said Commonwealth, and bounded and described as follows, to wit: The first parcel beginning at a point formed by the junction of State and Charter Streets on the westerly corner of Charter Street; thence South  $49^{\circ}$  East by Charter Street seventy-nine feet and six inches to the middle of a passageway six feet wide, owned in common with Edward P. Shaw, thence South  $44^{\circ} 30'$  West by the middle line of said passageway thirty-two feet and three inches; thence South  $44^{\circ}$  and  $30'$  East by said Shaw's land eight feet; thence South  $48^{\circ}$  and  $30'$  West by said Shaw's land six feet; thence South  $40^{\circ} 45'$  East by said Shaw's land twenty-two feet and six inches; thence South  $48^{\circ} 30'$  West by said Shaw's land sixteen feet to land now or formerly of one Shaw; thence North  $43^{\circ}$  West by said last mentioned land forty-three feet and three inches; thence North  $51^{\circ}$  West by the same land and a passage fifty-four feet and six inches to State Street; thence North  $33^{\circ}$  and  $30'$  East by State Street sixty feet to the point of beginning; excepting, however, and reserving from the above described premises the portion thereof conveyed by Charles M. Hodge to Edward P. Shaw, by deed of February 27, 1872 recorded with Essex Deeds South District, Book 849, leaf 154; being the same premises to Charles M. Hodge conveyed by deeds of Susan B. Wood et al and of Nathaniel M. Horton dated July 2, 1866 and

April 1, 1868 and recorded with Essex Deeds, South District Book 707, leaf 6, and Book 743, leaf 221 respectively, with the exception and reservation as aforesaid. Also, one undivided half part of a second parcel of land with the buildings thereon situate on High Street in said Newburyport, and bounded South-westerly by High Street, and there measuring about sixty-five feet; North westerly by land formerly of Charles H. Coffin and there measuring about one hundred and ten feet; North easterly by land now or formerly of Ingraham and there measuring about sixty-five feet; and South easterly by land now or formerly of Worcester and there measuring about one hundred and ten feet and being the same premises to Charles M. Hodge conveyed by deed of Elizabeth Hodge et al. dated November 13, 1854 and recorded with Essex Deeds, South District, Book 504, leaf 44. The said two parcels being the real estate devised by my late father Charles M. Hodge to my late mother Caroline A. B. Hodge and inherited by me and by the grantee hereof as the only heirs at law of the said Caroline A. B. Hodge, however otherwise the same may be bounded and described. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said Effie L. Turner, her heirs and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors and administrators covenant with the said grantee and her heirs and assigns that the granted premises are free from all incumbrances made or suffered by me except taxes and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said grantee and her heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under me, but against none other. In witness whereof I, the said Annie L. Hodge hereunto set my hand and seal this fifteenth day of November in the year one thousand eight hundred and ninety-five.

Signed, sealed and delivered in the presence of  
 Ed. L. Smith  
 O. A. Smith  
 L. L. Monaghan

Annie L. Hodge Seal  
 State of California, County of  
 Orange ss. On this fourth day  
 of January A. D. 1896 before me  
 S. A. Monaghan, a Notary Public

585, hereby acknowledges that it has received full payment and satisfaction of the debt thereby secured and of the conditions therein contained, and in consideration thereof it hereby cancels and discharges said mortgage. IN WITNESS WHEREOF, the said Newburyport Co-operative Bank has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by its Treasurer, this 15th day of April, A. D. 1918.

COMMONWEALTH OF ) Newburyport Co-operative Bank (Corporate seal)  
 MASSACHUSETTS. ) By Geo E. Stickney Treasurer.  
 Essex, ss. Apr. ) Approved, Webster D. Adams Director.

15, 1918. Then personally appeared the above named Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Newburyport Co-operative Bank, before me,

Sarah B. Gerrish Special Commissioner.

My Commission as Special Commissioner expires Dec. 29, 1921.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

Discharges

N'port.  
 Co-op.Bk.  
 to  
 Roberts  
 et ux.

KNOW ALL MEN BY THESE PRESENTS that the Newburyport Co-operative Bank of Newburyport, in the County of Essex and Commonwealth of Massachusetts, the mortgagee named in two certain mortgages given by Fred L. Roberts et ux dated Novem 24 A. D. 1906, Apr. 7, 1908 and recorded with Essex Reg So Dist Deeds Lib. 1850, 1919, Fol. 561, 575, hereby acknowledges that it has received full payment and satisfaction of the debts thereby secured and of the conditions therein contained, and in consideration thereof it hereby cancels and discharges said mortgages. IN WITNESS WHEREOF, the said Newburyport Co-operative Bank has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by its Treas. this 15th day of Apr, A. D. 1918.

COMMONWEALTH OF ) Newburyport Co-operative Bank (Corporate seal)  
 MASSACHUSETTS. ) By Geo. E. Stickney Tres.  
 Essex, ss. Apr. ) Approved, Nathaniel N. Jones Director.

15 1918. Then personally appeared the above named Treasr. and acknowledged the foregoing instrument to be the free act and deed of the Newburyport Co-operative Bank, before me,

Nathaniel N. Jones Justice of the Peace.

My Commission as Justice of the Peace expires April 19, 1918.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

Currier  
 to  
 Hewett

I, Effie C. Currier widow of Warren T. Currier, deceased, late of Brookline, Norfolk County, Massachusetts, for consideration paid, grant to Mary E. Hewett



ett, widow of Newburyport, Essex County, with Warranty Covenants the land in NEWBURYPORT aforesaid, with the dwelling house thereon, situate on High Street, and bounded and described as follows, viz: Southwesterly by High Street, there measuring about sixty five feet, Northwesterly by land formerly of Charles H. Coffin, now of Kimball, there measuring about one hundred ten feet, Northeasterly by land formerly of Ingraham but now of Hoyt, there measuring about sixty five feet, Southeasterly by land of Worcester, there measuring about one hundred ten feet. Being the same premises conveyed to my father Charles M. Hodge by Elizabeth Hodge et al by deed dated Nov. 13, 1854, recorded with Essex So. Dist. Deeds, Book 504 Page 44 My title is derived in part from my mother Caroline A. B. Hodge who died intestate Feb. 13, 1894 and by deed of my sister Annie L. Hodge to me dated Nov. 15th, 1895, recorded with said Deeds Book 1469 Page 116 Subject to the taxes for the year 1918, which the grantee by the acceptance of this deed assumes, and agrees to pay. WITNESS my hand and seal this tenth day of April 1918.

1 Orange St.  
Newburyport  
Mass.  
One \$5 & one  
.50 R.Stamps  
Documentary  
Canceled

Effie C. Currier (seal)

Witness

COMMONWEALTH OF MASSACHUSETTS

Annie A. Humphreys

Essex ss. Newburyport, April 10th

1918. Then personally appeared the above named Effie C. Currier and acknowledged the foregoing instrument to be her free act and deed,

before me, Wm. T. Humphreys Justice of the Peace.

My Commission expires Jan'y 16, 1925.

Essex ss. Received Apr. 16, 1918. 46 m. past 10 A.M. Recorded and Examined.

I, Mary E. Hewett of Newburyport, Essex County, Massachusetts, being unmarried, for consideration paid, grant to Newburyport Co-operative Bank, situated in Newburyport Essex County, Massachusetts, with Mortgage Covenants, to secure the payment of three thousand dollars, and interest and fines as provided in my note of even date, the land in NEWBURYPORT aforesaid and bounded and described as follows, viz: Southwesterly on High Street sixty five feet more or less; Northwesterly on land formerly of Charles H. Coffin one hundred ten feet more or less; Northeasterly on land now or formerly of Ingraham sixty five feet more or less; Southeasterly on land now or formerly of Worcester one hundred ten feet more or less Being same premises to me conveyed by Effie C. Currier by her deed to be recorded herewith. I, Mary E. Hewett, aforesaid hereby transfer and pledge to the said mortgagee 15 shares in the 61st series of its capital stock as collateral security for the performance of the conditions of this mortgage, and my said note upon which shares said sum of Three thousand dollars has been advanced to me by the mortgagee. The monthly payments under this

Hewett  
to  
N'port.Co-op.Bk.

Discharge  
B.2784P.251

# EXHIBIT D

Property Location: 132 HIGH ST  
 Vision ID: 405

MAP ID: 13/ 19/ //

Bldg Name:  
 Account # Bldg #: 1 of 1 Sec #: 1 of 1 Card 1 of 1

State Use: 0111  
 Print Date: 01/04/2018 12:22

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			
TECKLA LLC 132 HIGH ST NEWBURYPORT, MA 01950 Additional Owners:						Description	Code	Appraised Value	Assessed Value
						RESIDNTL	0111	148,640	148,640
						RES LAND	0111	283,760	283,760
						RESIDNTL	0111	2,800	2,800
<b>SUPPLEMENTAL DATA</b>						COMMER.	0340	37,160	37,160
Other ID: 13-19		CONDO CV:		COM LAND		0340	70,940	70,940	
SUB-DIV		INLAW Y/N:		COMMER.		0340	700	700	
PHOTO		LOT SPLIT:							
WARD 3		40B HSNG:							
TILE #:		ASSOC PID#							
ATT 1/2 HSE:									
GIS ID: M_251272_951029									
						<b>Total</b>		544,000	544,000

123  
 NEWBURYPORT, MA  
**VISION**

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
								Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
TECKLA LLC		24807/0349	09/08/2005	U	I	650,000	10	2018	0111	148,640	2017	0111	148,640	2016	0111	165,680
HEWETT ELLEN		20899/0233	05/28/2003	U	I	78,219	1A	2018	0111	283,760	2017	0111	270,240	2016	0111	257,440
HEWETT ARTHUR J & JULIE A		20417/0509	03/24/2003	U	I		1A	2018	0111	2,800	2017	0111	2,800	2016	0111	2,800
HEWETT ARTHUR J		15177/0586	10/23/1998	U	I		1A	2018	0340	37,160	2017	0340	37,160	2016	0340	41,420
HEWETT ARTHUR J DPM TRS		6251/ 460	06/22/1976			0		2018	0340	70,940	2017	0340	67,560	2016	0340	64,360
								<b>Total:</b>		544,000	<b>Total:</b>		527,100	<b>Total:</b>		532,400

EXEMPTIONS			OTHER ASSESSMENTS					
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
<b>Total:</b>								

This signature acknowledges a visit by a Data Collector or Assessor

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	185,800
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	3,500
Appraised Land Value (Bldg)	354,700
Special Land Value	0
<b>Total Appraised Parcel Value</b>	<b>544,000</b>
Valuation Method:	C
Adjustment:	0
<b>Net Total Appraised Parcel Value</b>	<b>544,000</b>

ASSESSING NEIGHBORHOOD				
NBHD/ SUB	NBHD Name	Street Index Name	Tracing	Batch
8/A				

**NOTES**

BLUE  
 3RD FLOOR = TQS CHANGED TO FUS FY13.  
 6 APTS/2 COMM UNITS  
 UBM=25% DIRT  
 APT BLDG  
 FULL DORMERS ON FRONT & REAR OF

BUILDING PERMIT RECORD									VISIT/ CHANGE HISTORY					
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result
A-2016-65	02/11/2016	CM	Commercial	3,000		100		CONVERT EXISTING	08/03/2016			DG	50	Building Permit
A/R 11-425	10/20/2011	BF	Bldg Footprint	40,500		100	07/01/2012	CONSTRUCT A 3 STO	08/09/2012			DG	02	Measur+2Visits
WS28-12/95	12/05/1995	RS	Residential	50	10/01/1996	100	10/01/1996	WOODSTOVE	02/09/2007			MM	01	Measur+1Visit
									02/09/2007			MM	02	Measur+2Visits
									04/07/1998			CN	01	Measur+1Visit

LAND LINE VALUATION SECTION																				
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value	
1	0111	APT 4-8 UNIT	R3				7,370 SF	29.62	1.2500	8	1.0000	1.30		0.00	6 APTS		1.00	48.13	354,700	
<b>Total Card Land Units:</b>							0.17 AC	<b>Parcel Total Land Area:</b>							0.17 AC	<b>Total Land Value:</b>				354,700

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)				
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	14		Apartments				
Model	94		Commercial				
Grade	05		Average +20				
Stories	3						
Occupancy	8						
Exterior Wall 1	11		Clapboard				
Exterior Wall 2							
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asph/F Gls/Cmp				
Interior Wall 1	03		Plastered				
Interior Wall 2							
Interior Floor 1	12		Hardwood				
Interior Floor 2	05		Vinyl/Asphalt				
Heating Fuel	02		Oil				
Heating Type	06		Steam				
AC Type	01		None				
Bldg Use	0111		APT 4-8 UNIT				
Total Rooms	18						
Total Bedrms	05						
Total Baths	6.5						
Kitchen Grd							
Heat/AC	00		NONE				
Frame Type	02		WOOD FRAME				
Baths/Plumbing	02		AVERAGE				
Ceiling/Wall	00		NONE				
Rooms/Prtns	02		AVERAGE				
Wall Height	9						
% Comn Wall							

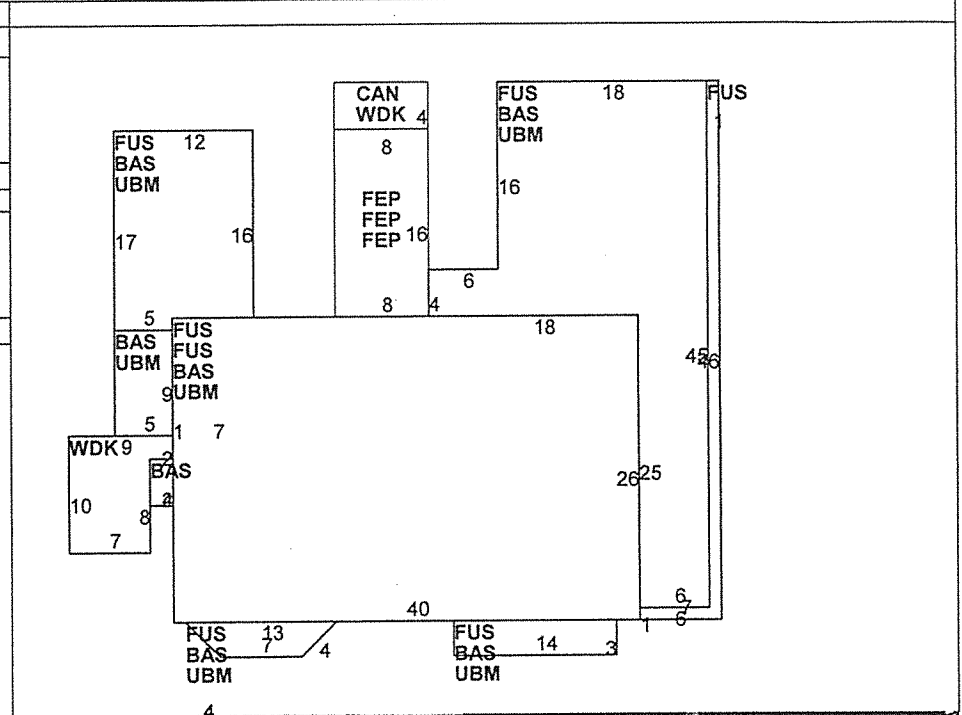
MIXED USE		
Code	Description	Percentage
0111	APT 4-8 UNIT	80
0340	OFFICE BLD	20

COST/MARKET VALUATION		
Adj. Base Rate:		94.88
Replace Cost		546,391
AYB		1900
EYB		1984
Dep Code		A
Remodel Rating		
Year Remodeled		
Dep %		66
Functional Obslnc		
External Obslnc		
Cost Trend Factor		1
Condition		
% Complete		
Overall % Cond		34
Apprais Val		185,800
Dep % Ovr		0
Dep Ovr Comment		
Misc Imp Ovr		0
Misc Imp Ovr Comment		
Cost to Cure Ovr		0
Cost to Cure Ovr Comment		

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
FGRI	GARAGE-AVE			L	504	28.00	1980		0		25	3,500

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	1,896	1,896	1,896	94.88	179,885
CAN	Canopy	0	32	6	17.79	569
FEP	Porch, Enclosed	0	384	250	61.77	23,719
FUS	Upper Story, Finished	2,935	2,935	2,935	94.88	278,461
UBM	Basement, Unfinished	0	1,888	661	33.22	62,713
WDK	Deck, Wood	0	106	11	9.85	1,044

Ttl. Gross Liv/Lease Area: 4,831 7,241 5,759 546,391



Property Location: 132 HIGH ST  
 Vision ID: 405

MAP ID: 13/19/11  
 Other ID:

Bldg #: 1 Card 1 of 1

Print Date: 10/30/2001 11:34

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			
HEWETT ARTHUR J C/O EDWARD HEWETT 132 HIGH ST NEWBURYPORT, MA 01950						Description	Code	Appraised Value	Assessed Value
						RES LAND	1110	191,900	191,900
						RESIDENTL	1110	283,300	283,300
						RESIDENTL	1110	3,900	3,900
<b>SUPPLEMENTAL DATA</b>									
Account #		CONDO/CNV							
SUB-DIV		IN-LAW APT							
PHOTO									
WARD		3							
PREC.									
1/2 HSE									
GIS ID:									
						<i>Total</i>		479,100	479,100

123  
 NEWBURYPORT, MA  
**VISION**

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	w/i	SALE PRICE	.C	PREVIOUS ASSESSMENTS (HISTORY)									
HEWETT ARTHUR J		15177/0586	10/23/1998	U	I		0	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	
HEWETT ARTHUR J DPM TRS		6251/460	06/22/1976					2001	1110	110,700	000	1110	110,700	999	1110	110,700	
								2001	1110	194,300	000	1110	194,300	999	1110	194,300	
								2001	1110	3,900	000	1110	3,900	999	1110	3,900	
						<i>Total:</i>		308,900	<i>Total:</i>		308,900	<i>Total:</i>		308,900	<i>Total:</i>		308,900

EXEMPTIONS			OTHER ASSESSMENTS				
Year	Type/Description	Amount	Code	Description	Number	Amount	Comm. Int.
<i>Total:</i>							

This signature acknowledges a visit by a Data Collector or Assessor

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**APPRAISED VALUE SUMMARY**

Appraised Bldg. Value (Card)	283,300
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	3,900
Appraised Land Value (Bldg)	191,900
Special Land Value	
<b>Total Appraised Card Value</b>	<b>479,100</b>
<b>Total Appraised Parcel Value</b>	<b>479,100</b>
Valuation Method:	Cost/Market Valuation
<b>Net Total Appraised Parcel Value</b>	<b>479,100</b>

**NOTES**

6 APTS  
 WOODSTOVE  
 UBM=25% DIRT

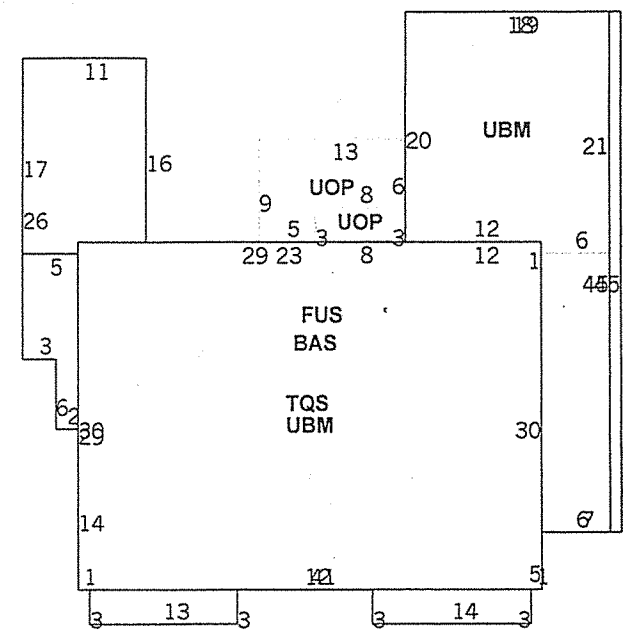
BUILDING PERMIT RECORD										VISIT/CHANGE HISTORY			
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	ID	Ca.	Purpose/Result	
WS28-12/95	12/5/95	RS	Residential	50	10/1/96	100	10/1/96	WOODSTOVE	4/7/98	CN	01	Measur+1 Visit	
									8/16/88	RM	02	Measur+2 Visits	

LAND LINE VALUATION SECTION																
B#	Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.I.	C. Factor	Nbhd.	Adj.	Notes- Adj/Special Pricing	Adj. Unit Price	Land Value
1	1110	APT 4-7 UN	R3				7,370.00	SF	16.69	1.20	8		1.00	6 UNITS	26.04	191,900
<i>Total Card Land Units</i>							7,370.00	SF	<i>Parcel Total Land Area:</i>				7,370 SF	<i>Total Land Value:</i>		191,900

**CONSTRUCTION DETAIL**

**SKETCH**

Element	Cd.	Ch.	Description	Commercial Data Elements			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style/ Type	11		Family Conver.	Heat & AC			
Model	01		Residential	Frame Type			
Grade	04		Average +10	Baths/Plumbing			
Stories	2.5		2 1/2 Stories	Ceiling/Wall			
Occupancy	01			Rooms/Prtns			
Exterior Wall 1	11		Clapboard	% Common Wall			
2				Wall Height			
Roof Structure	03		Gable/Hip	<b>CONDO/MOBILE HOME DATA</b>			
Roof Cover	03		Asph/F Gls/Cmp	Element	Code	Description	Factor
Interior Wall 1	03		Plastered	Complex			
2				Floor Adj			
Interior Floor 1	12		Hardwood	Unit Location			
2	05		Vinyl/Asphalt	Number of Units			
Heating Fuel	02		Oil	Number of Levels			
Heating Type	06		Steam	% Ownership			
AC Type	01		None	<b>COST/MARKET VALUATION</b>			
Bedrooms	05		5 Bedrooms	Unadj. Base Rate		75.00	
Bathrooms	6.5		6 1/2 Bathrms	Size Adj. Factor		0.90250	
Total Rooms	18		18 Rooms	Grade (Q) Index		1.20	
Bath Type	02		Average	Adj. Base Rate		81.22	
Kitchen Style	01		Old Style	Bldg. Value New		435,827	
				Year Built		1900	
				Eff. Year Built		(A) 1966	
				Nrml Physcl Dep		35	
				Functnl Obslnc		0	
				Econ Obslnc		0	
				Specl. Cond. Code			
				Specl Cond %		65	
				Overall % Cond.			
				Deprec. Bldg Value		283,300	



**MIXED USE**

Code	Description	Percentage
1110	APT 4-7 UN	100

**OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)**

Code	Description	L/B	Units	Unit Price	Yr.	Dp Rt	%Cnd	Apr. Value
FGRI	GARAGE-AVE	L	483	16.00	1980	0	50	3,900

**BUILDING SUB-AREA SUMMARY SECTION**

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	2,059	2,059	2,059	81.22	167,232
FUS	Upper Story, Finished	2,047	2,047	2,047	81.22	166,257
TQS	Three Quarter Story	923	1,230	923	60.95	74,966
UBM	Basement, Unfinished	0	1,596	319	16.23	25,909
UOP	Porch, Open, Unfinished	0	117	18	12.50	1,462
<b>Ttl. Gross Liv/Lease Area</b>		<b>5,029</b>	<b>7,049</b>	<b>5,366</b>	<b>Bldg Val:</b>	<b>435,827</b>



Hewett, Arthur J.  
132 High Street  
Newburyport, Mass.

132 High St. Dwg. 8530  
O B 580

9110 7370 1640 10750

RECORD OF OWNERSHIP		STAMPS	DATE	BOOK	PAGE
<i>Prob. 175988</i>			1933		
Hewett, Arthur J. D. P. M. Trustee of Arthur J. Hewett, M. D. Realty Trust		nom	6/22/76	6251	460
Hewett Arthur J & Margaret L T/E		nom	10/23/98	15177	586

ASSESSMENT RECORD ACCT. NO.

	1970	19	19	19	19	19	19	19	19	19
DWELLING	19300									
GARAGE	900									
TOTAL VALUE BUILDINGS	20200									
TOTAL VALUE LAND	2900									
TOTAL VALUE LAND & BUILDINGS	23100									

MEMORANDA

*Edward J. Hewett*

PROPERTY FACTORS

TOPOGRAPHY		IMPROVEMENTS	
LEVEL		WATER	
HIGH		SEWER	
LOW		GAS	
ROLLING		ELECTRICITY	
SWAMPY		ALL UTILITIES	<input checked="" type="checkbox"/>
STREET		TREND OF DISTRICT	
PAVED	<input checked="" type="checkbox"/>	IMPROVING	<input checked="" type="checkbox"/>
SEMI-IMPROVED		STATIC	
DIRT		DECLINING	
SIDEWALK	<input checked="" type="checkbox"/>		

BUILDING PERMIT RECORD

EST. COST PERMIT NO. DATE

TOTAL AREA					DATE
FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	
65	100	45	100	45	2920

RENTAL EXPENSE ITEMS

VACANCY	
EATING	
WATER	
ELECTRICITY	<i>ALL RENTS W/HEAT</i>
MANITOR	
MANAGEMENT	<i>12.00 per wk</i>
TOTAL FLAT EXPENSES	

PROPERTY INFORMATION

LAND COST	
BLDG. COST	
SALE PRICE	<i>02</i>
GROSS ANNUAL INCOME	
LESS EXPENSES	
NET INCOME	
LAND @ % =	
BLDG. @ % =	
TOTAL	

C.I.	
TOTAL VALUE LAND	2920
TOTAL VALUE BUILDINGS	26150
TOTAL VALUE LAND & BUILDINGS	29070

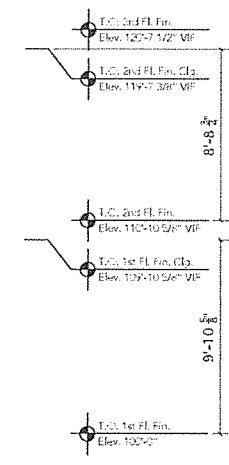




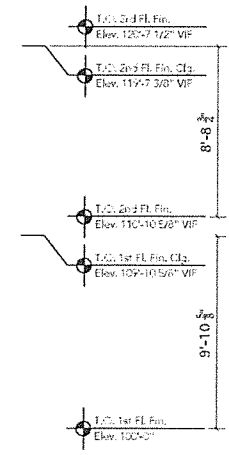
# EXHIBIT E



① Exterior Elevation - Front  
SCALE: 1/8" = 1'-0"



② Exterior Elevation - Side  
SCALE: 1/8" = 1'-0"



project:  
**132 HIGH ST  
RESIDENCES**  
Newburyport, MA

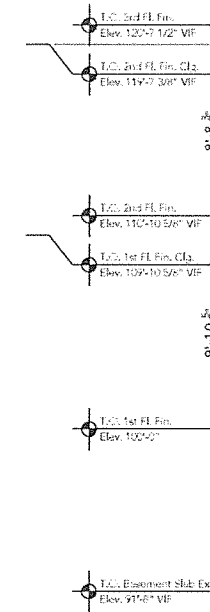
architect:  
**GRAF  
ARCHITECTS**  
2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442  
www.grafarch.com

title:  
**Exterior  
Elevations -  
EXISTING**  
SCALE: 1/8" = 1'-0"  
25 june 2018

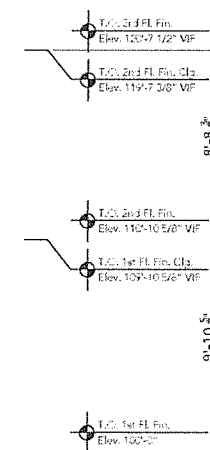
**EX3**



① Exterior Elevation - Rear  
SCALE: 1/8" = 1'-0"



② Exterior Elevation - Side  
SCALE: 1/8" = 1'-0"



project:  
**132 HIGH ST  
RESIDENCES**

Newburyport, MA

architect:

**GRAF  
ARCHITECTS**  
2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442  
www.grafarch.com

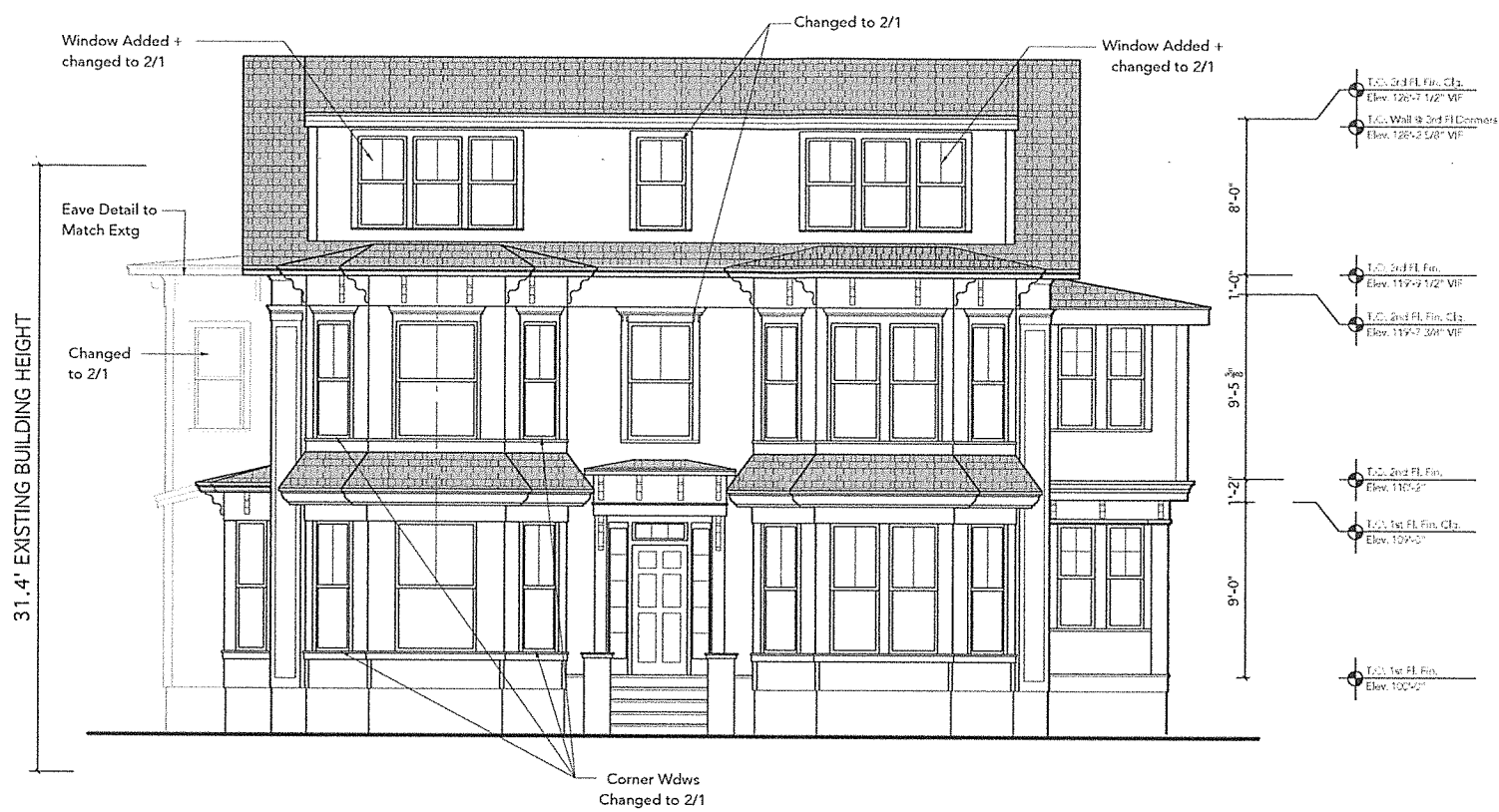
title:

Exterior  
Elevations -  
EXISTING

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

25 june 2018

EX4



① Exterior Elevation - Front  
SCALE: 1/8" = 1'-0"



② Exterior Elevation - Side  
SCALE: 1/8" = 1'-0"

NOTE:  
All windows to be 2/1 or 4 light

project:  
**132 HIGH ST  
RESIDENCES**

Newburyport, MA

architect:  
**GRAF  
ARCHITECTS**  
2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442  
www.grafarch.com

title:  
**Exterior  
Elevations -  
PROPOSED**

SCALE: 1/8" = 1'-0"  
25 june 2018

**A03**



① Exterior Elevation - Rear  
SCALE: 1/8" = 1'-0"

NOTE:  
All windows to be  
2/1 or 4 light



② Exterior Elevation - Side  
SCALE: 1/8" = 1'-0"

NOTE:  
All windows to be  
2/1 or 4 light

project:  
**132 HIGH ST  
RESIDENCES**

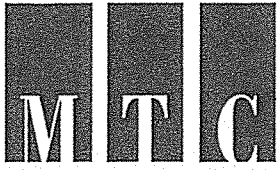
Newburyport, MA

architect:  
**GRAF  
ARCHITECTS**  
2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442  
www.grafarch.com

title:  
**Exterior  
Elevations -  
PROPOSED**

SCALE: 1/8" = 1'-0"  
25 june 2018

**A04**



RECEIVED

JUL 09 2018

Newburyport Planning Dept.

July 9, 2018

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  
132 High Street, Newburyport, MA (the "Property"); Assessor's Map: 13 Lot 19.

Dear Chair and Members of the Commission;

Please find the attached Cut sheet for the windows to be used in 132 High Street to aid you in your consideration of the proposed alterations to 132 High Street. The windows will be:

1. Aluminum clad windows in the Sierra White exterior color. Pre-primed pine interiors.
2. 7/8" SDLs with spacers.
3. Standard bottom rails on the awning windows.

Please note these windows are the same specifications as are used in the Kelly School renovation and have been provided to the Architect accordingly from the Marvin sales representative. We look forward to presenting the proposed alterations to the Property to the Commission at its next meeting.

Sincerely,

Lisa L. Mead

Attachment  
cc: Client

---

*Millis Office*

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

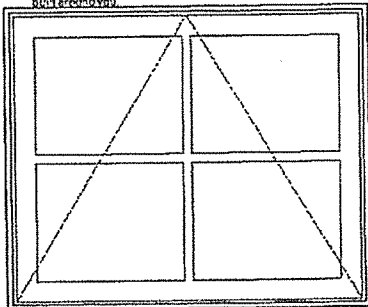
14.01 (Current)  
 Availability and pricing subject to change.

essex  
 Kelly with doors  
 Quote Number: 811WDDF  
 Architectural Project Number: 573316

ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1	Mark Unit: G	Net Price:	
Qty: 4		Ext. Net Price:	USD

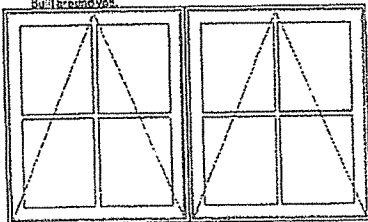


As Viewed From The Exterior

Entered As: FS  
 MO 36 1/2" X 29 3/4"  
 FS 36" X 29 1/2"  
 RO 37" X 30"  
 Egress Information  
 No Egress Information available.  
 Performance Information  
 U-Factor: 0.3  
 Solar Heat Gain Coefficient: 0.26  
 Visible Light Transmittance: 0.44  
 Condensation Resistance: 57  
 CPD Number: MAR-N-343-05181-00001  
 ENERGY STAR: NC  
 Performance Grade  
 Licensee #921  
 AAMA/WDMA/CSA/101/ I.S.2/A440-08  
 LC-PG50 1016X1197 mm (40X47.13 In)  
 LC-PG50 DP +/-50/-50  
 FL10323

Sierra White Clad Exterior  
 Primed Pine Interior  
 Clad Ultimate Awning - Roto Operating  
 Frame Size 36" X 29 1/2"  
 Standard CN Width 36  
 Rough Opening 37" X 30"  
 Sierra White Clad Sash Exterior  
 Primed Pine Sash Interior  
 IG - 3/4"  
 Low E2 w/Argon  
 Stainless Perimeter and Spacer Bar  
 7/8" SDL - With Spacer Bar - Stainless  
 Rectangular - Special Cut 2W2H  
 Sierra White Clad Ext - Primed Pine Int  
 Dgee Interior Glazing Profile  
 Standard Bottom Rail  
 Beige Weather Strip  
 White Folding Handle  
 White Multi - Point Lock  
 Aluminum Screen  
 Charcoal Fiberglass Mesh  
 White Surround  
 4 9/16" Jambes  
 Installed Installation Brackets

Line #2	Mark Unit: F	Net Price:	
Qty: 3		Ext. Net Price:	USD



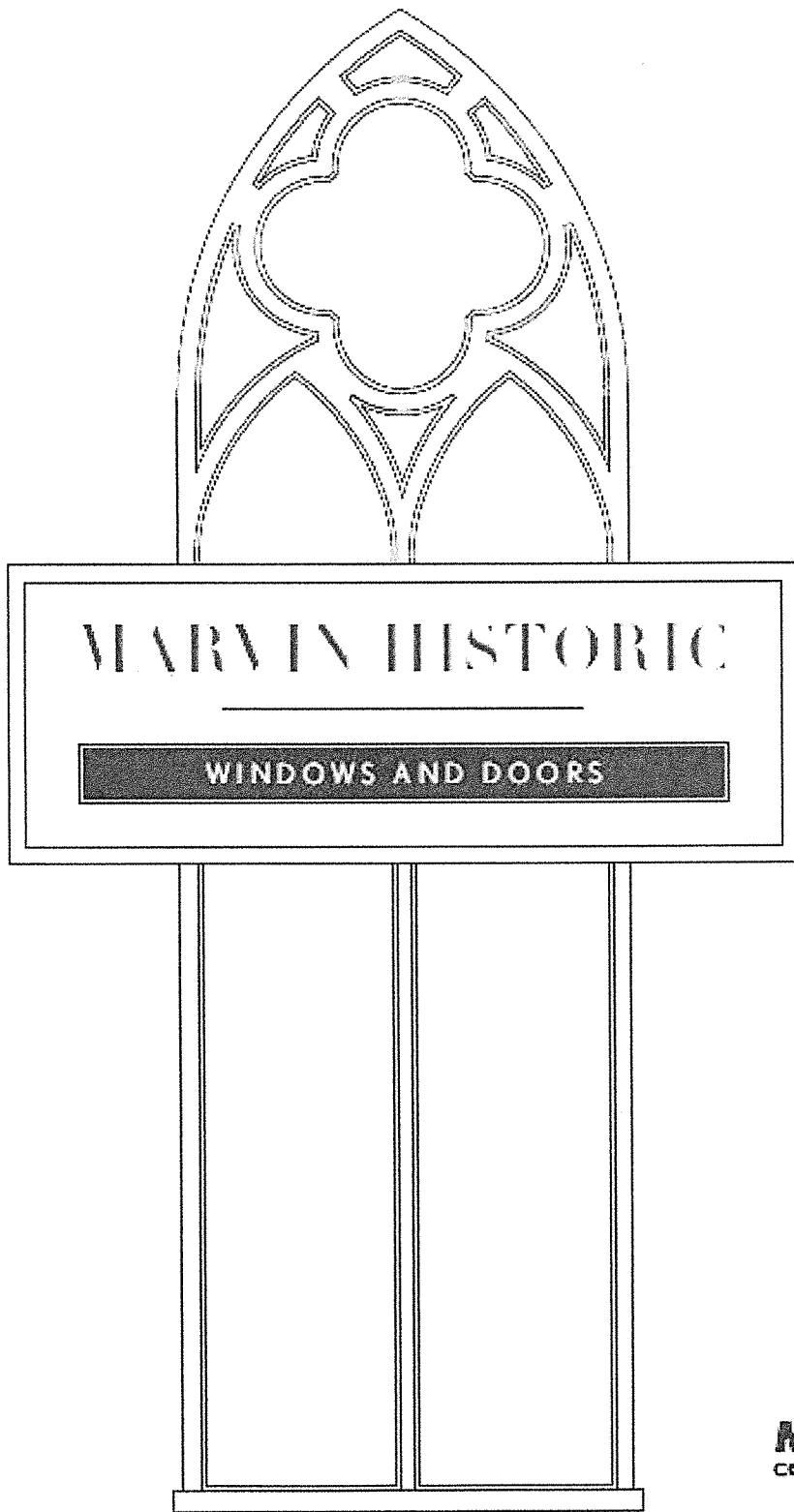
As Viewed From The Exterior

Entered As: Size by Units  
 MO 65 1/2" X 37 1/2"  
 FS 65" X 37 1/4"  
 RO 65" X 37 3/4"  
 Egress Information A1, A2

Sierra White Clad Exterior  
 Primed Pine Interior  
 2W1H - Rectangle Assembly  
 Assembly Rough Opening  
 66" X 37 3/4"  
 Unit: A1  
 Clad Ultimate Awning - Roto Operating  
 Basic Frame 32 1/2" X 37 1/4"  
 Rough Opening 33 1/2" X 37 3/4"  
 Sierra White Clad Sash Exterior  
 Primed Pine Sash Interior  
 IG - 3/4"  
 Low E2 w/Argon  
 Stainless Perimeter and Spacer Bar  
 7/8" SDL - With Spacer Bar - Stainless  
 Rectangular - Special Cut 2W2H  
 Sierra White Clad Ext - Primed Pine Int

Accepted:

Processed on: 6/19/2017 9:43:41 AM



MARVIN HISTORIC

WINDOWS AND DOORS

**MARVIN**  
COMMERCIAL SOLUTIONS



MARVIN HISTORIC OPTIONS

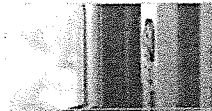
HISTORIC WINDOWS BUILT WITH  
A CRITICAL EYE FOR HISTORIC DETAIL.

HISTORIC DETAILS



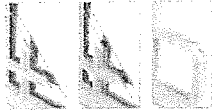
INTERIOR & EXTERIOR SASH LUG

Replication sometimes requires exterior or interior lugs. Exterior sash lugs are applied by side or attachment method, while interior sash lugs are available as part of the stile or can be clip on. Factory applied, or field application kits are available.



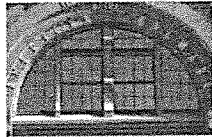
CHAIN AND PULLEY

A chain and pulley balance system can contribute to the authentic appearance of replacement windows. Available in a variety of styles and finishes, the hardware and counterbalanced sash provide smooth operation, even for very large hung windows.



DIVIDED LITES

Marvin® offers a variety of ways to replicate historic window pane patterns. Patterns can feature an array of muntin widths, unique muntin profiles, rectangular or radius cuts and more. Custom divided lites available.

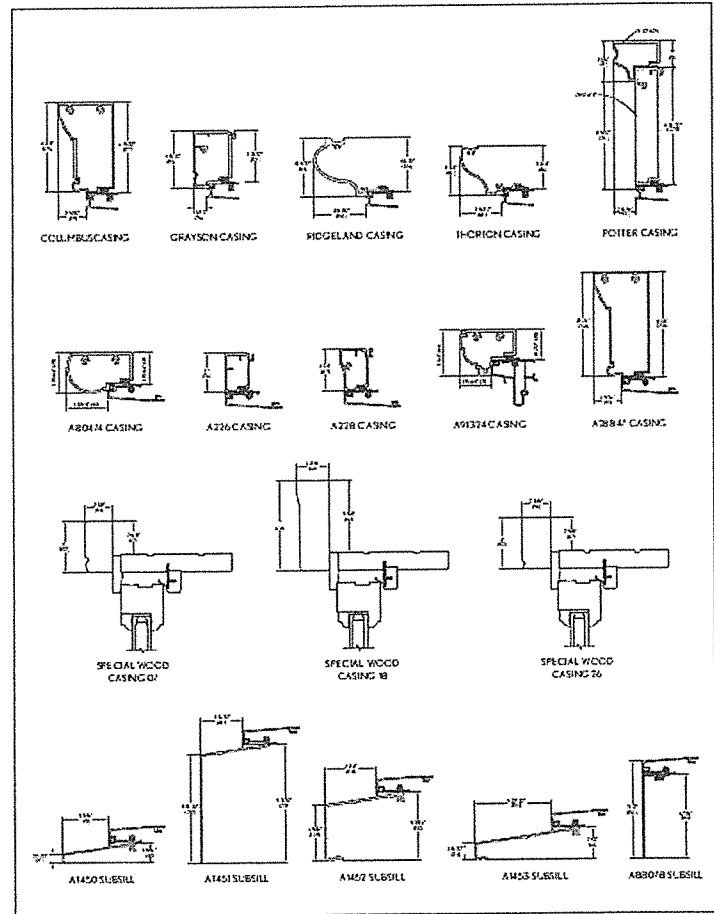


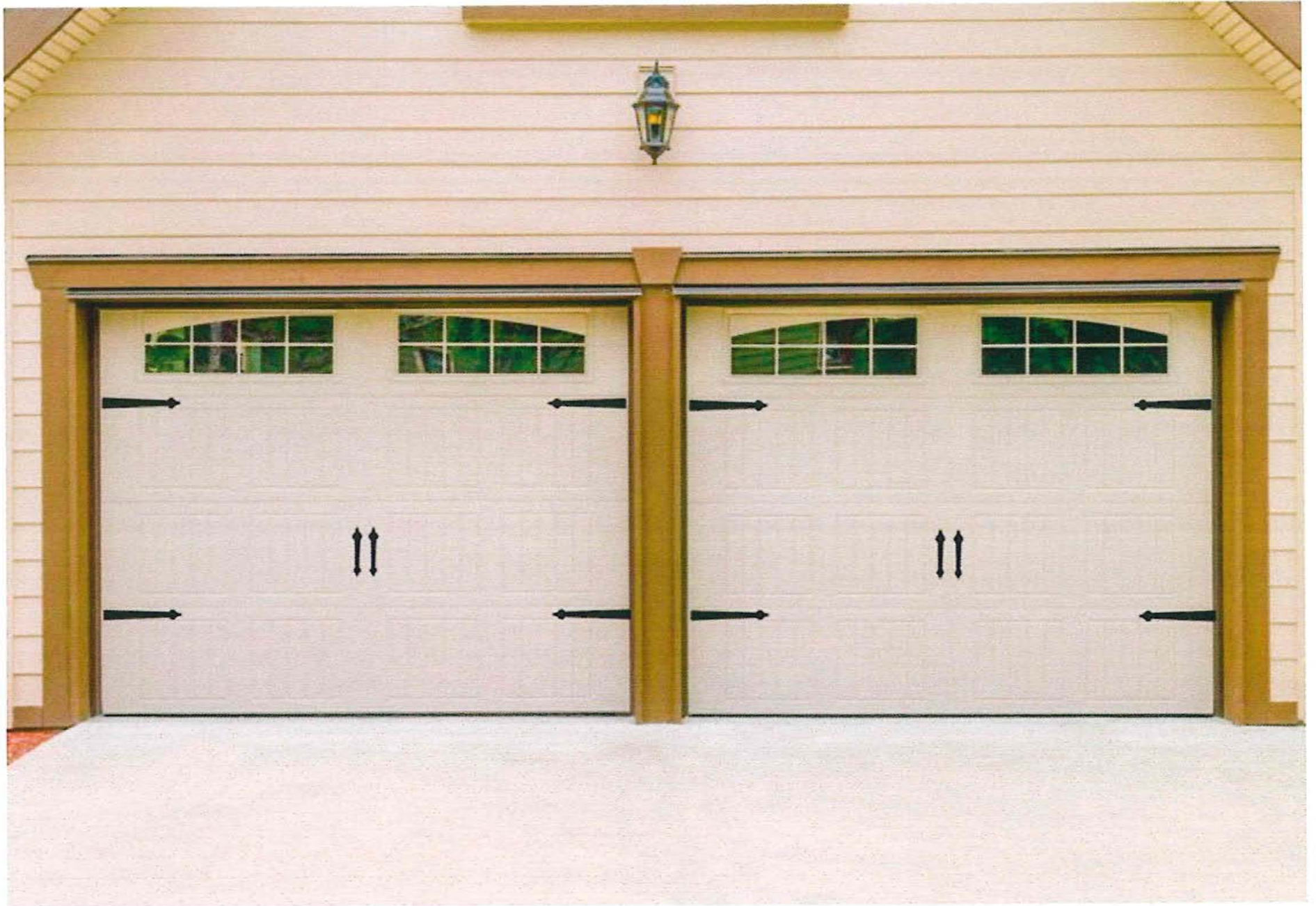
GLASS AND GLAZING

Marvin offers a broad array of decorative and specialty glass options, including Restoration glass or Cino glass to meet National Park Service guidelines. Additional glazing options are available to meet requirements for sound abatement. See Turtle Conservation Codes and California fire zone specifications.

CASING & SUBSILLS

Marvin® offers hundreds of clad and wood casing options and has the capability to create custom casings to match existing profiles. Our clad casings are made of extruded aluminum which features an extremely durable factory applied finish that resists chalking, fading, pitting, corrosion and rusting, and is backed by a 20-year warranty against discoloration and fade. Meets AAMA 2605.





**132 HIGH ST**

**Location** 132 HIGH ST

**Mblu** 13/ 19/ //

**Owner** TECKLA LLC

**Assessment** \$544,000

**PID** 405

**Building Count** 1

**Current Value**

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$189,300	\$354,700	\$544,000

**Owner of Record**

**Owner** TECKLA LLC

**Sale Price** \$650,000

**Co-Owner**

**Certificate**

**Address** 132 HIGH ST

**Book & Page** 24807/0349

NEWBURYPORT, MA 01950

**Sale Date** 09/08/2005

**Instrument** 10

**Ownership History**

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
TECKLA LLC	\$650,000		24807/0349	10	09/08/2005
HEWETT ELLEN	\$78,219		20899/0233	1A	05/28/2003
HEWETT ARTHUR J & JULIE A	\$0		20417/0509	1A	03/24/2003
HEWETT ARTHUR J	\$0		15177/0586	1A	10/23/1998
HEWETT ARTHUR J DPM TRS	\$0		6251/ 460		06/22/1976

**Building Information**

**Building 1 : Section 1**

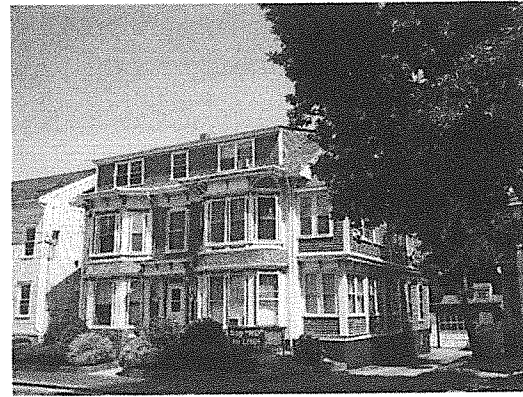
**Year Built:** 1900

**Living Area:** 4,831

**Building Photo**

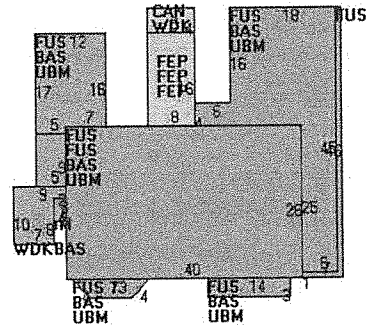
Building Attributes	
Field	Description
STYLE	Apartments
MODEL	Commercial
Stories:	3
Occupancy	8
Exterior Wall 1	Clapboard
Exterior Wall 2	

Roof Structure	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	Vinyl/Asphalt
Heating Fuel	Oil
Heating Type	Steam
AC Type	None
Bldg Use	APT 4-8 UNIT
Total Rooms	18
Total Bedrms	05
Total Baths	6.5
1st Floor Use:	
Heat/AC	NONE
Frame Type	WOOD FRAME
Baths/Plumbing	AVERAGE
Ceiling/Wall	NONE
Rooms/Prtns	AVERAGE
Wall Height	9
% Comn Wall	



(<http://images.vgsi.com/photos/NewburyportMAPhotos//01\00\62\15.jpg>)

**Building Layout**



Building Sub-Areas (sq ft)		Legend	
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	2,935	2,935
BAS	First Floor	1,896	1,896
CAN	Canopy	32	0
FEP	Porch, Enclosed	384	0
UBM	Basement, Unfinished	1,888	0
WDK	Deck, Wood	106	0
		7,241	4,831

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

Use Code 0111  
Description APT 4-8 UNIT

**Land Line Valuation**

Size (Acres) 0.17  
Depth 0

Zone R3

Assessed Value \$354,700

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	GARAGE-AVE			504 S.F.	\$3,500	1

**Valuation History**

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$189,300	\$337,800	\$527,100

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CITY OF NEWBURYPORT, MA  
ZONING REVIEW (BUILDING PERMIT DENIAL)

APR# 2018-047

Name: PATRYK REDDY (REPCO CONSTRUCTION) / MEAD, TALEMANT COSTA LLC

Address: 132 HIGH STREET Zoning District(s): R3 / OOD

Request: ADD ADDITIONAL INTERIOR SPACE AT REAR OF NON-CONF STRUCTURE  
IN THE OOD BY INFILLING 2 EXISTING <sup>LIGHT</sup> WELLS. OOD SPECIAL PERMIT

ZONING BOARD REVIEW REQUIRED W/ADVISORY REVIEW: >500 SF NEW

Variance

- Use Regulations (V)
- Dimensional Controls (VI)
  - \_\_\_ Lot Area      \_\_\_ Open Space      \_\_\_ Front Yard
  - \_\_\_ Lot Frontage      \_\_\_ Height      \_\_\_ Side Yard
  - \_\_\_ Lot Coverage      \_\_\_ Lot Width      \_\_\_ Rear Yard

Parking (VII)

Sign Variance

- Signs (VIII)
  - \_\_\_ Type      \_\_\_ Size
  - \_\_\_ Lighting      \_\_\_ Location

Special Permit for Non-Conformities

- Extension or Alteration (IX.B.2)
  - \_\_\_ Parking      \_\_\_ Rear Yard
  - \_\_\_ Upward Extension      \_\_\_ Lot Coverage
  - \_\_\_ Open Space      \_\_\_ Side Yard
  - \_\_\_ Height      \_\_\_ Lot Frontage
  - \_\_\_ Lot Area      \_\_\_ Front Yard
- Over 500 sf. increase (IX.B.3.c)
- Plum Island Overlay District (XXI-G-3)
  - \_\_\_ FAR      \_\_\_ Height
  - \_\_\_ Lot Coverage      \_\_\_ Setbacks
  - \_\_\_ Open Space

Special Permit

- Special Permit for Use (V.D) Use #: \_\_\_\_\_
- Spacing (VI.D)
- In-Law Apartment (XIIA)
- Bonus for Multifamily Developments (XVI)
- Personal Wireless Communication Services (XX)
- Demolition Control Overlay District (XXVIII)\*
- Wind Energy Conversion Facilities (XXVI)
- Other \_\_\_\_\_

*IX-B-2-B  
"NO INTENSIFICATION OF EXTENSION  
OF EXISTING NON-CONFORMITY"*

Special Permit for Non-Conformities

- Extension or Alteration (IX.B.2)
  - \_\_\_ Parking      \_\_\_ Rear Yard
  - \_\_\_ Upward Extension      \_\_\_ Lot Coverage
  - \_\_\_ Open Space      \_\_\_ Side Yard
  - \_\_\_ Height      \_\_\_ Lot Frontage
  - \_\_\_ Lot Area      \_\_\_ Front Yard
- Over 500 sf. increase (IX.B.3.c)  
*180 X 3 = 540 SF*

Site Plan Review (XV)

- Major       Minor

Smart Growth District (XXIX)

- Plan Approval

**PLANNING BOARD REVIEW REQUIRED**

Special Permit

- Table of Permitted Uses (V-D)
- Marijuana Overlay District (V-G)
- One residential structure per lot (VI.C)
- Open Space Residential Development (XIV)
- Water Resource Protection District (XIX)
- Federal Street Overlay District (XXII)
- Courts and Lanes (XXIII)
- Waterfront West Overlay District (XXIV)
- Towle Complex Redev. Overlay District (XXV)
- Downtown Overlay District (XXVII)\*
- Other \_\_\_\_\_

**HISTORICAL COMMISSION REVIEW REQUIRED**

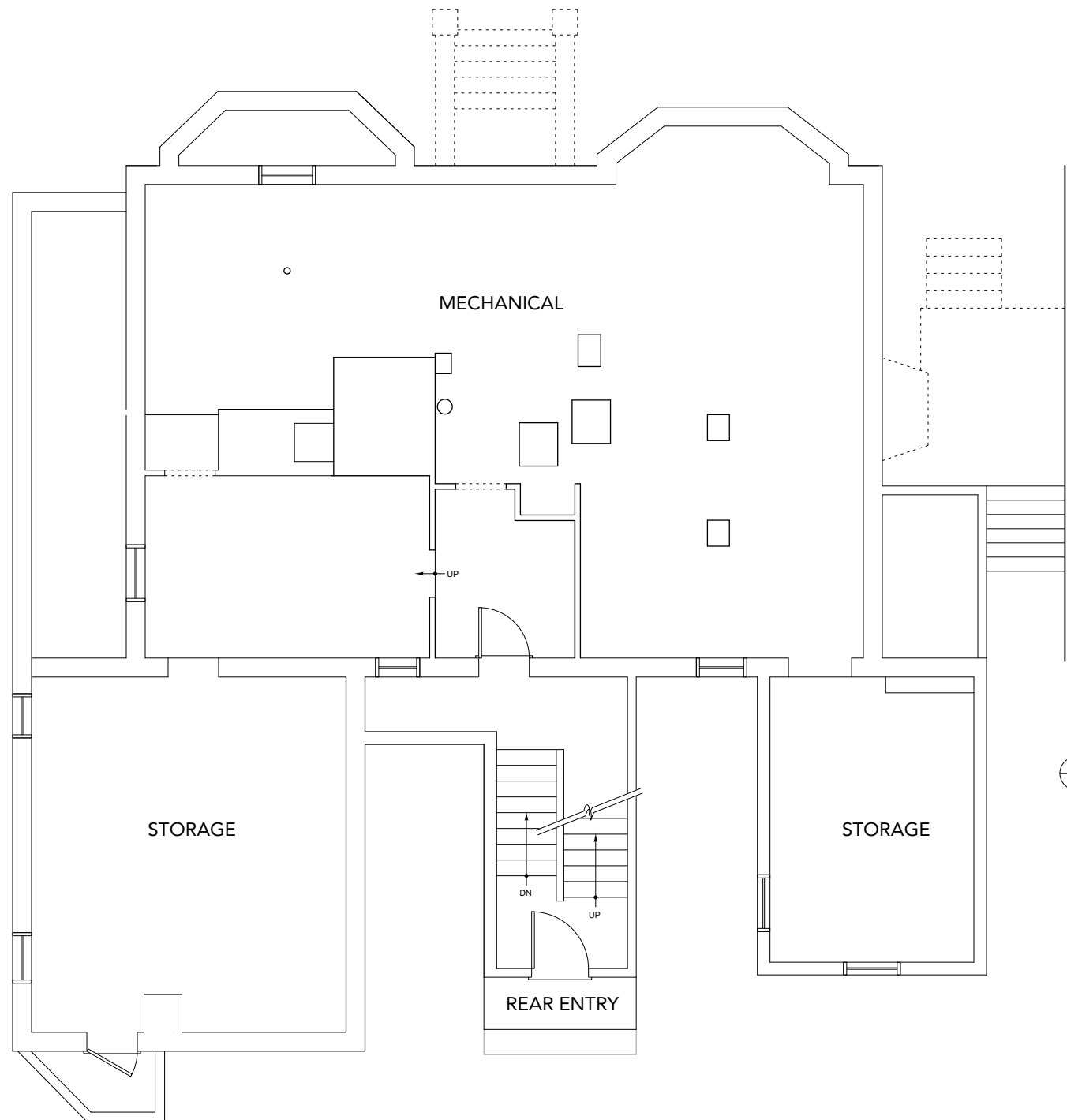
- Demo. Delay       \*Advisory Review *STAFF TO SUBMIT TO NHC.*

**CONSERVATION COMMISSION REVIEW REQUIRED**

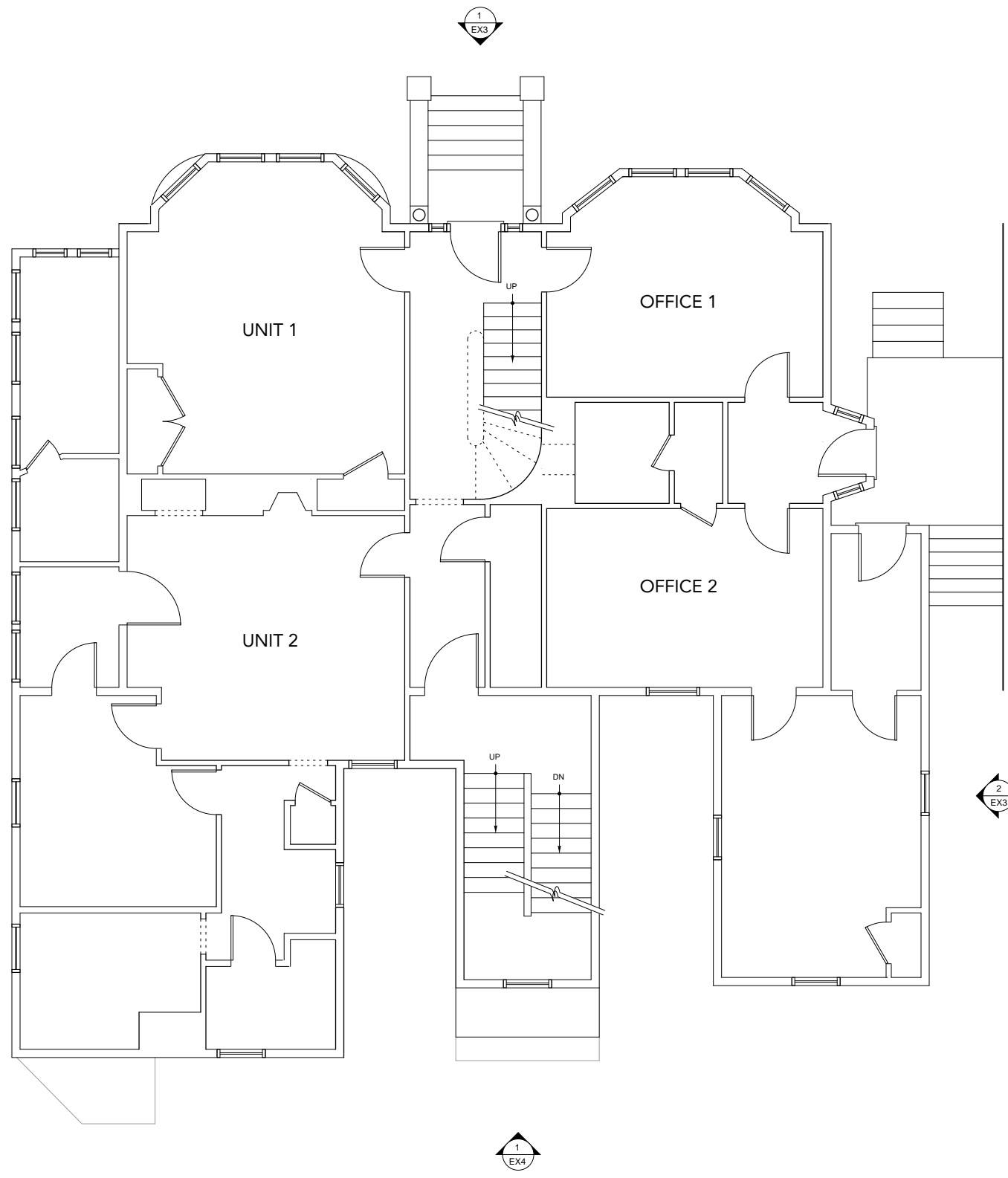
**CITY COUNCIL REVIEW REQUIRED ( X.H.9)**

*[Signature]*  
Newburyport Zoning Administrator

*7/2/2018*  
Date



1 Basement Floor Plan  
SCALE: 1/8" = 1'-0"



2 First Floor Plan  
SCALE: 1/8" = 1'-0"

project:  
**132 HIGH ST  
RESIDENCES**

Newburyport, MA

architect:  
**GRAF  
ARCHITECTS**  
2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442  
www.grafarch.com

title:  
**EXISTING  
Basement + First  
Floor Plan**

SCALE: 1/8" = 1'-0"  
25 june 2018

EX1

project:

# 132 HIGH ST RESIDENCES

Newburyport, MA

architect:

**GRAF  
ARCHITECTS**

2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442  
www.grafarch.com

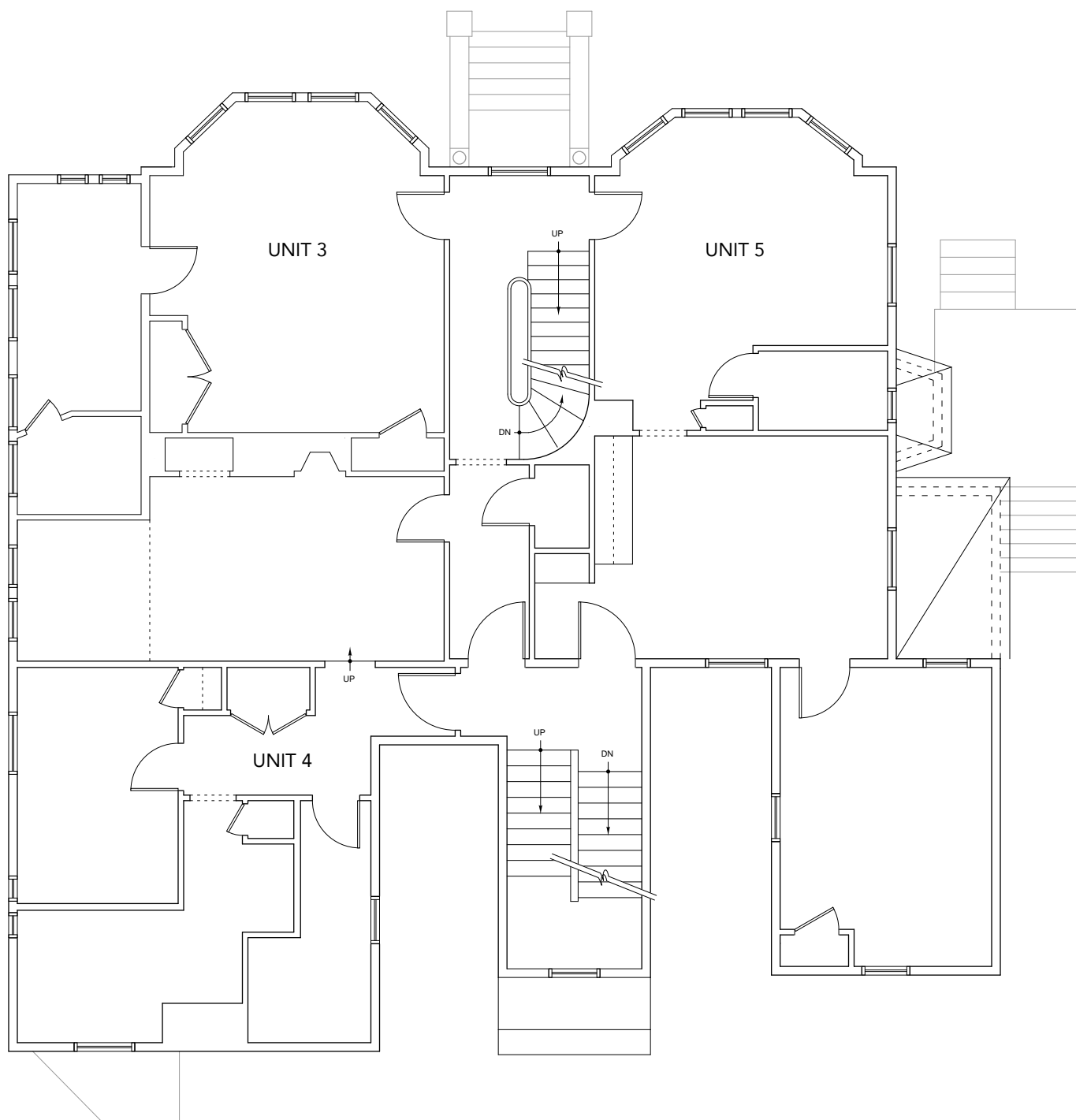
title:

**EXISTING  
Second + Third  
Floor Plan**

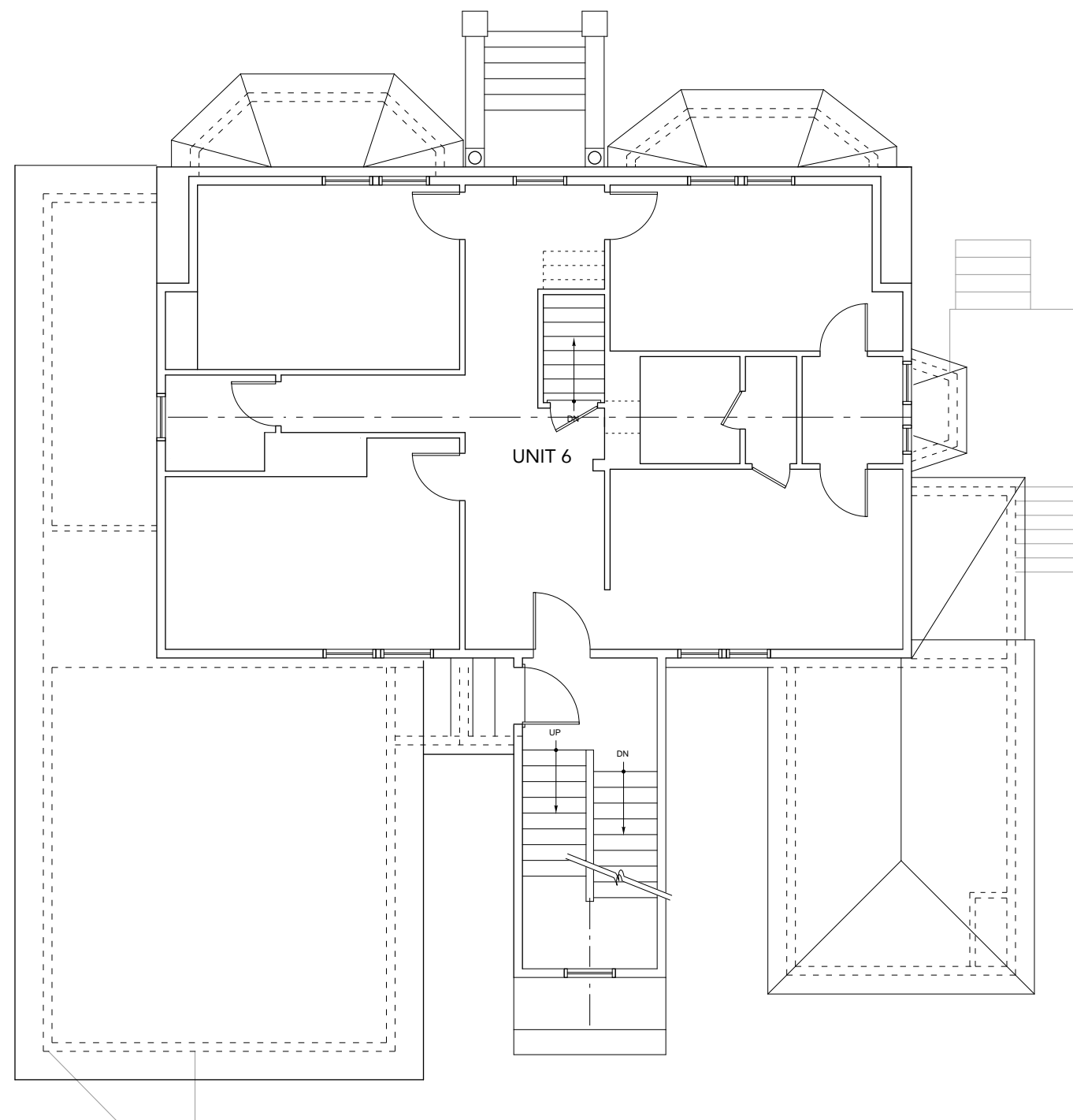
SCALE: 1/8" = 1'-0"

25 june 2018

**EX2**



**1** Second Floor Plan  
SCALE: 1/8" = 1'-0"



**2** Third Floor Plan  
SCALE: 1/8" = 1'-0"



project:

# 132 HIGH ST RESIDENCES

Newburyport, MA

architect:

**GRAF  
ARCHITECTS**

2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442  
www.grafarch.com

title:

Exterior  
Elevations -  
EXISTING

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

25 june 2018

EX3



project:

# 132 HIGH ST RESIDENCES

Newburyport, MA

architect:

**GRAF  
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www.grafarch.com

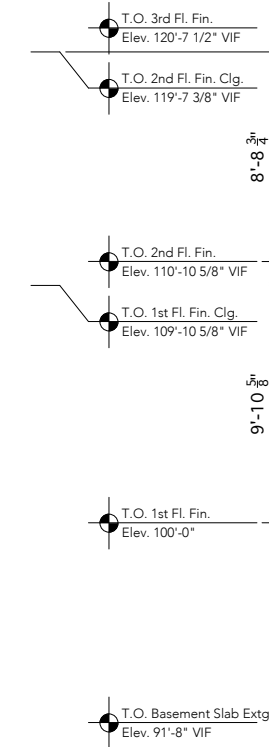
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**Exterior  
Elevations -  
EXISTING**

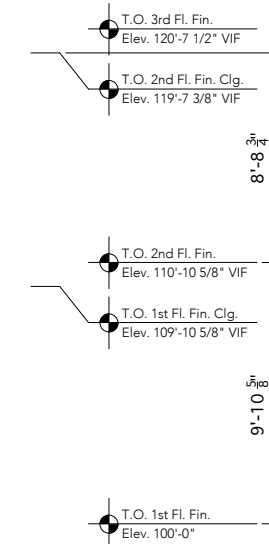
SCALE: 1/8" = 1'-0"

25 june 2018

**EX4**



1 Exterior Elevation - Rear  
SCALE: 1/8" = 1'-0"



2 Exterior Elevation - Side  
SCALE: 1/8" = 1'-0"

project:

# 132 HIGH ST RESIDENCES

Newburyport, MA

architect:

**GRAF ARCHITECTS**

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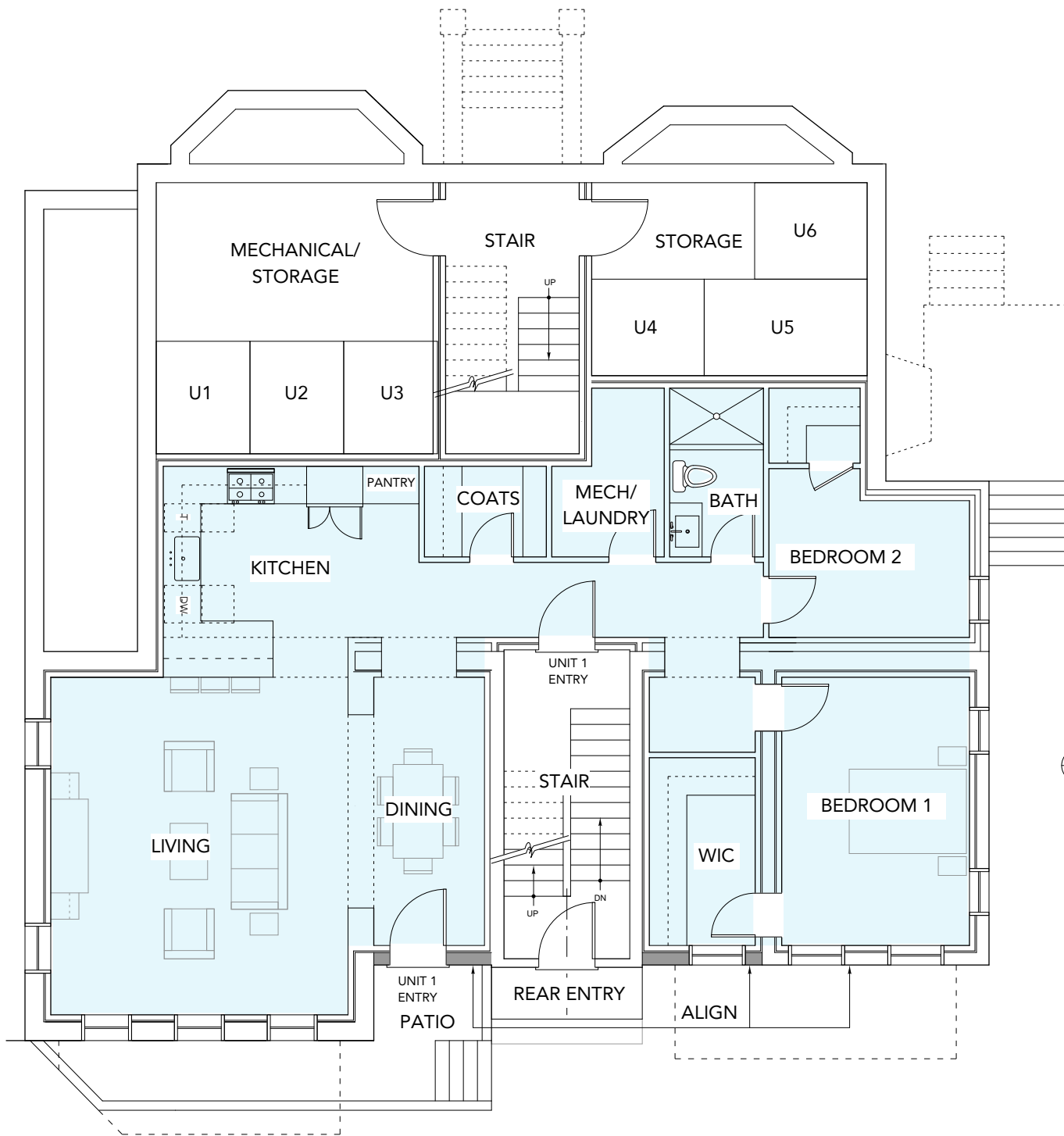
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## PROPOSED Basement + First Floor Plan

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

13 july 2018

A01



1 Basement Floor Plan  
SCALE: 1/8" = 1'-0"



2 First Floor Plan  
SCALE: 1/8" = 1'-0"

SF CALCULATIONS		
UNIT 1		1,148 SF
UNIT 2		870 SF
UNIT 3		1,034 SF
UNIT 4		860 SF
UNIT 5		1,085 SF
UNIT 6		1,062 SF

project:

# 132 HIGH ST RESIDENCES

Newburyport, MA

architect:

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title:

## PROPOSED Second + Third Floor Plan

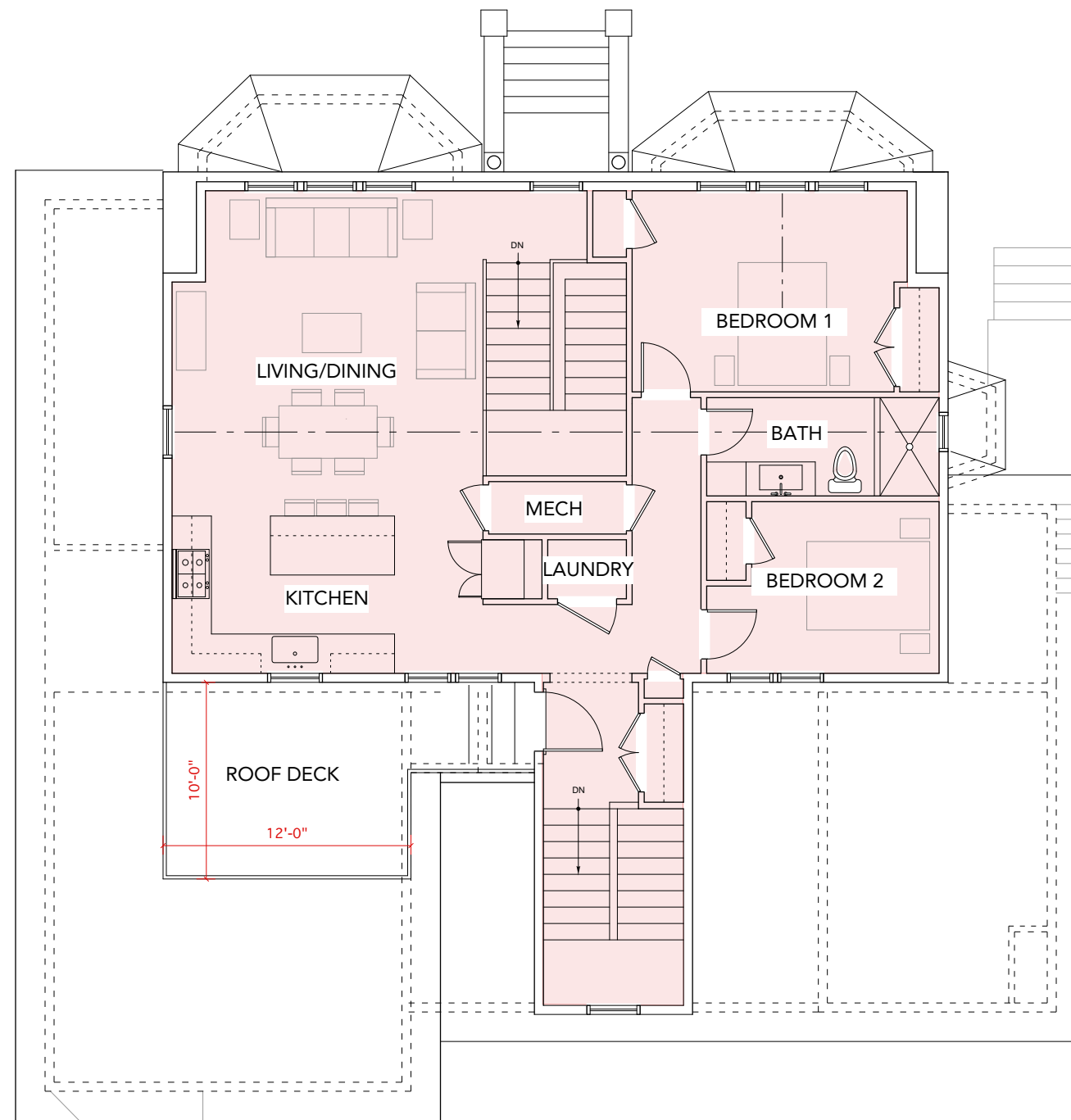
SCALE: 1/8" = 1'-0"

13 July 2018

**A02**



1 Second Floor Plan  
SCALE: 1/8" = 1'-0"



2 Third Floor Plan  
SCALE: 1/8" = 1'-0"

SF CALCULATIONS		
UNIT 1		1,034 SF
UNIT 2		870 SF
UNIT 3		1,034 SF
UNIT 4		810 SF
UNIT 5		1,085 SF
UNIT 6		1,062 SF



1 Exterior Elevation - Front  
SCALE: 1/8" = 1'-0"



2 Exterior Elevation - Side  
SCALE: 1/8" = 1'-0"

project:  
**132 HIGH ST  
RESIDENCES**

Newburyport, MA

architect:  
**GRAF  
ARCHITECTS**  
2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442  
www.grafarch.com

title:  
**Exterior  
Elevations -  
PROPOSED**

SCALE: 1/8" = 1'-0"  
13 july 2018

**A03**

project:

# 132 HIGH ST RESIDENCES

Newburyport, MA

architect:

**GRAF ARCHITECTS**

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title:

## Exterior Elevations - PROPOSED 2/1 WINDOWS

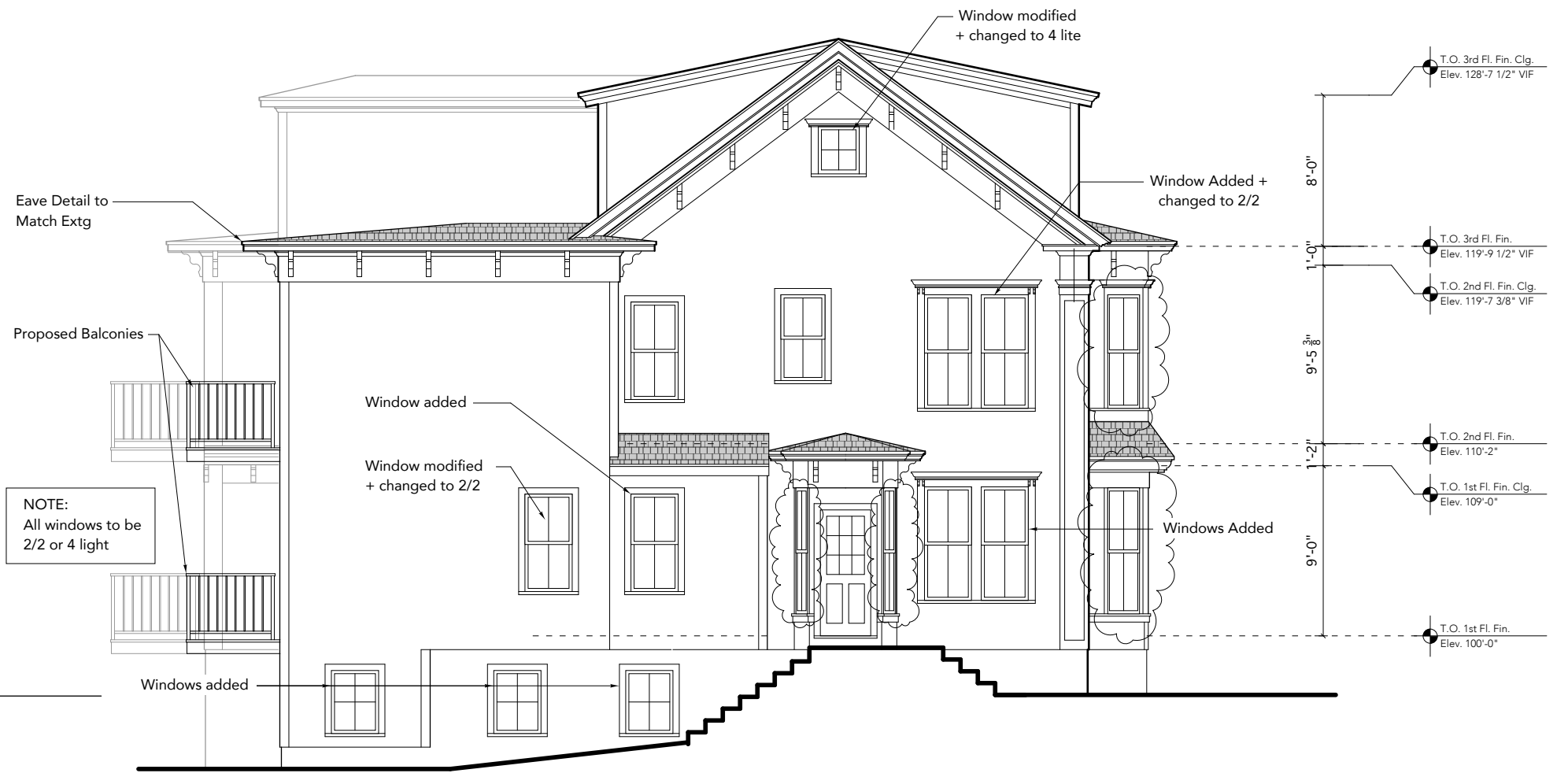
SCALE: 1/8" = 1'-0"

13 july 2018

**A03**



1 Exterior Elevation - Front  
SCALE: 1/8" = 1'-0"



2 Exterior Elevation - Side  
SCALE: 1/8" = 1'-0"

