

U.S. DEPARTMENT OF THE INTERIOR  
Fish and Wildlife Service

LA - Massachusetts  
Parker River NWR  
Stott, Craig (941)

\_\_\_\_\_ Acres

1 4 9 -R -K -P A -M A -L



USFWS REGION 5 – REALTY FILES; ARCHIVE SCANNING

STATE: MA

REFUGE: Parker River

TRACT NUMBER(S): 941

TRACT NAME: STOTT, Craig

ACQUISITION TYPE: Fee

ACREAGE:

CHECK OFF EACH DOCUMENT (#1-17) BELOW THAT IS INCLUDED:

- 1. FINAL TITLE OPINION (FTO) - include the following documents: request for FTO, FTO, and additional attached documents (if different from those included in the PTO packet)
2. FINAL TITLE POLICY
3. ORIGINAL WARRANTY DEED - include recorded warranty deed, exchange deed (if applicable), and certificate as to delivery of deed (if any)
4. PRELIMINARY TITLE OPINION (PTO) - include the following documents: request for PTO, PTO, and draft warranty deed (if different from recorded warranty deed)
5. TITLE INSURANCE COMMITMENT
6. TITLE EVIDENCE SUMMARY & SCHEDULE B SUPPORTING DOCUMENTS - include any/all documents that support how each requirement in PTO was addressed
7. CERTIFICATE OF INSPECTION AND POSSESSION (CIP) - include final CIP, preliminary CIP upon which PTO was based, include tenant disclaimer(s) (if applicable)
8. CERTIFICATE AS TO RIGHTS OF WAY, EASEMENTS, AND RESERVATIONS (CROWER)
9. AGREEMENT - include any/all amendments (if applicable) and acceptance letter
10. STATEMENT OF JUST COMPENSATION
11. SURVEY, MAPS, PLAT &/OR LAND SURVEYOR REPORT
12. FINANCIAL INFORMATION - include receipt for purchase consideration, tax certificate, HUD1, escrow instructions, funding approval, obligating notice, tax reimbursement, and MBCC information (if any)
13. APPRAISAL - include Appraisal Report & Review and Appraisal that supports SJC
14. ENVIRONMENTAL DUE DILIGENCE - include appropriate approvals, EDR, Transaction Screen/Level 1 Reports, etc.
15. TITLE SEARCH - include 80-year chain of title, exceptions, etc.
16. CORRESPONDENCE - arrange in "Chronological Order"; current first
17. MISCELLANEOUS

RESERVATIONS - if any; list below, with expiration (if applicable):

SCANNING (Completed by):

DATE SENT (for scanning):

DATE RETURNED (to Realty):

IF APPLICABLE, CLOSED CASE FILE LOCATION:



UNITED STATES OF AMERICA  
POLICY OF TITLE INSURANCE

Policy No. MA2701-46-43991-2011.72005-84286357

## CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the *lis pendens* notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Countersigned:

MA2701 43991  
Marsh, Moriarty, Ontell & Golder, P.C.  
18 Tremont Street, Suite 900  
Boston, MA 02108  
Tel: (617) 778-5100  
Fax: (617) 720-2565

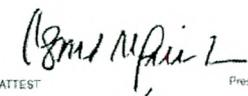
  
\_\_\_\_\_  
Authorized Signatory

Jeffrey L. Ontell

CHICAGO TITLE INSURANCE COMPANY

By:



  
ATTEST \_\_\_\_\_ President  
  
\_\_\_\_\_  
Secretary

**CHICAGO TITLE INSURANCE COMPANY**

**OWNER'S POLICY**

**SCHEDULE A**

File Number	Date of Policy	Amount of Insurance
11-43991	September 1, 2011 at 10:26 A.M.	\$ 375,000.00

**Policy Number: 72005-84286357**

1. Name of Insured:

United States of America

2. The estate or interest in the land described in this Schedule and which is covered by this policy is:

**FEE SIMPLE**

3. The estate or interest referred to herein is vested in the Insured.

4. The land herein described is encumbered by the following mortgage and assignments thereof, if any:

**NONE**

5. The land referred to in this policy is located at Plum Island Turnpike, Newbury, Massachusetts, all more particularly described in Exhibit A attached hereto.

Note: As hereinafter used, "recorded" shall mean "recorded with the Essex South Registry of Deeds".

This policy is valid only if Schedule B is attached.

## SCHEDULE B

**Policy Number: 72005-84286357**

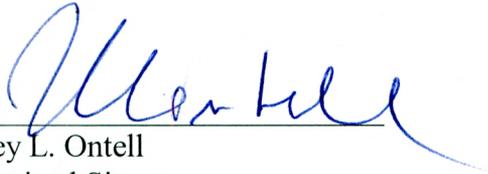
This policy does not insure against loss or damage by reason of the following:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
2. Real property taxes and assessments which are not yet due and payable.
3. The exact acreage or square footage being other than as stated in the description sheet annexed or the plan(s) therein referred to.
4. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the adjacent streets and ways.
5. There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following '...but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable, state or federal laws, except to the extent that said covenant or restriction is permitted by applicable Law.'
6. Right of way reserved in deed dated June 30, 1925 and recorded in Book 2647, Page 164.  
  
Note: Affects Parcel Two
7. Flow of natural watercourse known as Plum Bush Creek.
8. Order of Assessment by the Town of Newbury recorded in Book 26263, Page 506.
9. Lack of recorded access to a public street or way.

Note: Affects Parcel One

Note: While excluded from coverage hereunder, the records at the Essex South Registry of Deeds disclose the following:

- a. Order by the Department of Natural Resources under G. L. Chapter 130, Section 105 recorded in Book 5751, Page 120.



Jeffrey L. Ontell

Authorized Signature

G:\ej\43991-USA Owners Pol 2011

## EXHIBIT A

### Tract No. PKR (941)

#### Parcel One:

A certain piece of salt marshland containing two acres and forty-seven rods, be the same more or less, situated in Newbury, at Plum Bush, so-called, Essex County, Massachusetts and bounded and described as follows:

Beginning at the Northwest corner thereof on Plum Bush Creek, by land now or formerly of Joseph Jaques; thence running Easterly by said land now or formerly of Jaques to the Northeasterly corner; thence running Southerly by land now or formerly of Richard Jacques to the Southeasterly corner; thence running Westerly by said land now or formerly of Jacques to said Plum Bush Creek, so-called; thence running Northerly by said Plum Bush Creek to the bound begun at.

Also one other piece of salt marshland in said Newbury, bounded as follows:

Beginning at the Northwesterly point thereof; thence running Easterly by land now or formerly of Richard Jaques to Plum Bush Creek, so-called; thence running Southerly by said Plum Bush Creek to land or formerly of heirs of Paul Little; thence running Westerly by said land formerly of Paul Little to a corner; thence running Northerly by land now or formerly of the heirs of said Paul Little to the bound begun at, containing 141 rods, more or less.

#### Parcel Two:

The land in Newbury, Essex County, Massachusetts bounded and described as follows:

Beginning at a stake on the Plum Island Turnpike by land of John Smith; Thence running Southwesterly by land of said Smith two hundred and ten feet (210), more or less, to a stake and other land of Abbie K. Little; thence running Southeasterly by other land of Little two hundred and eighty two feet, more or less, to a stake and land of C. Stanley Harrison; thence running Northeasterly in part by land of Harrison, in part by land of Jaques and in part by land of Noyes six hundred and fifty seven feet, more or less, to said Turnpike and thence running Northwesterly by said Turnpike six hundred and thirty feet, more or less, to the point begun at.

**Parcel Three:**

A lot of Beach and Marsh land in Newbury, Essex County, Massachusetts containing about 1 ½ acres, bounded and described as follows:

Commencing on Plum Island Turnpike by land formerly of William Burke Little, thence running Westerly by said land of said Little 7 rods to Plum Bush Creek; thence Southerly by said Creek 8 ½ rods to other land of or formerly of said Little; thence Easterly by the last mentioned land 24 ½ rods to said Turnpike; and thence Northwesterly by said Turnpike 19 rods to the point of beginning.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the policy;
  - (c) resulting in no loss or damage to the insured claimant; or
  - (d) attaching or created subsequent to Date of Policy.
4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. and. Subject to any rights or defenses the Company would have against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, tide, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of me estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing

(i) in case of any litigation as set forth in Section 4(a) below.

(ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or

(iii) if title to me estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by me failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to

those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(e) Notwithstanding Conditions and Stipulations Section 4(a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney General shall present the defenses and take the actions of which the Company shall advise the Attorney General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

## 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of

Reorder Form No. 3026 (Reprinted 10/00)

loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Unless prohibited by law or governmental regulation, failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

### (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

### (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) Subject to the prior written approval of the Attorney General, to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in Section 6(b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the pay-

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ments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. Failure of the Attorney General to give the approval called for in 6(b)(i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

#### **7. DETERMINATION AND EXTENT OF LIABILITY.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

#### **8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

#### **9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom. It shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

#### **11. LIABILITY NONCUMULATIVE.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

#### **12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

#### **13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

##### **(a) The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

##### **(b) The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

##### **(c) No Subrogation to the Rights of the United States.**

Notwithstanding the provisions of Conditions and Stipulations Section 13 (a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies which may exist, and the Company may be consulted. If the Company agrees in writing to reimburse the United States for all costs, attorney's fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

#### **14. ARBITRATION ONLY BY AGREEMENT.**

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Insured.

The law of the United States, or if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon re-

quest.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by ei-

ther the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at its office at P.O. Box 45023, Jacksonville, Florida, 32232-5023.





3

**QUITCLAIM DEED**

Craig W. Stott, Mark L. Stott, Bruce M. Stott and Juliette Zelig Loring ("Grantors") for consideration paid and in full consideration of Three Hundred Seventy Five Thousand dollars (\$375,000.00) grant to THE UNITED STATES OF AMERICA, 300 Westgate Center Drive, Hadley, Massachusetts, 01035-9589 ("Grantee") with Quitclaim Covenants.

Grantor grants to Grantee all its right, title and interest in and to the following described real property, to wit:

Tract Number PKR (941) located in Newbury, Essex County, Commonwealth of Massachusetts and being described on Exhibit A attached hereto

The acquiring federal agency is the United States Department of the Interior, Fish and Wildlife Service, under the authority of The Migratory Bird Conservation Act (16 U.S.C. 715-715d, 715e, 715f-715r) of February 18, 1929 (45 Stat. 1222), as amended.

Together with all the right, title and interest of the grantor in and to any alleys, ways, streets, strips and gores abutting or adjoining the land.

To have and to hold the aforesaid tract or parcel of land, together with all rights, ways, privileges and appurtenances thereunto belonging or in any way appertaining unto it, the said United States and its assigns, in fee simple.

Grantor covenants with the Grantee and its assigns that the granted premises are free from all encumbrances made by grantor, but against none other.

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JEFFREY L. ONTELL, ESQ.  
MARSH, MORIARTY, ONTELL & GOLDER, P.C.  
18 TREMONT STREET, SUITE 900  
BOSTON, MA 02108

*Pharm's land Turnpike, Newbury*

Executed as a sealed instrument this 25 day of August, 2011.

Craig W. Stott  
Craig W. Stott

COMMONWEALTH OF MASSACHUSETTS

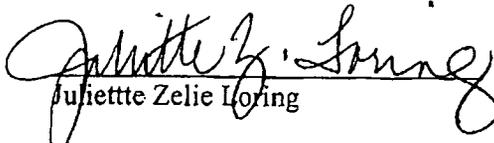
Worcester County, ss.

On this 25 day August, 2011, before me, the undersigned Notary Public, personally appeared the above-named Craig W. Stott proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Cynthia A Zilioli  
(Print Name of Notary Public): Cynthia A. Zilioli  
My commission expires: July 9, 2015  
Qualified in the Commonwealth of Massachusetts

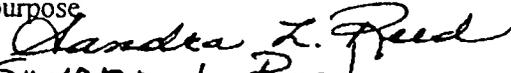
Commonwealth of Massachusetts  
Worcester, S.S. Date July 9, 2015  
Then personally appeared the above named  
Craig W Stott  
and acknowledged the foregoing instrument  
to be his free act and deed, before me,  
Cynthia A. Zilioli, Notary Public  
My Commission Expires July 9, 2015

Executed as a sealed instrument this 26 day of August, 2011.

  
Juliette Z. Loring  
STATE OF KANSAS

Douglas County, ss.

On this 26<sup>th</sup> day August, 2011, before me, the undersigned Notary Public, personally appeared the above-named Juliette Z. Loring proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose.

  
SANDRA L. REED  
(Print Name of Notary Public):  
My commission expires: 10/20/2011  
Qualified in the State of Kansas



Executed as a sealed instrument this 25 day of August, 2011.

Bruce M. Stott  
Bruce M. Stott

STATE OF MARYLAND

Montgomery County, ss.

On this 25 day August, 2011, before me, the undersigned Notary Public, personally appeared the above-named Bruce M. Stott proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Andrew E. Fyfe

(Print Name of Notary Public): \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Qualified in the State of Maryland

ANDREW E. FYFE  
Notary Public  
State of Maryland  
My Commission Expires 10/31/2014

Executed as a sealed instrument this 25 day of August, 2011.

Mark L. Stott  
Mark L. Stott  
Mark L. Stott

STATE OF NEW YORK

SUFFOLK County, ss.

On this 25<sup>th</sup> day August, 2011, before me, the undersigned Notary Public, personally appeared the above-named Mark L. Stott proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Terrianne Messina  
(Print Name of Notary Public): \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Qualified in the State of New York

**Terrianne Messina**  
**Notary Public, State of New York**  
**No. 01ME6006584**  
**Qualified in Suffolk County**  
**Commission Expires 5/9/2014**

**Parcel Three:**

A lot of Beach and Marsh land in Newbury, Essex County, Massachusetts containing about 1 ½ acres, bounded and described as follows:

Commencing on Plum Island Turnpike by land formerly of William Burke Little, thence running Westerly by said land of said Little 7 rods to Plum Bush Creek; thence Southerly by said Creek 8 ½ rods to other land of or formerly of said Little; thence Easterly by the last mentioned land 24 ½ rods to said Turnpike; and thence Northwesterly by said Turnpike 19 rods to the point of beginning.

Being the same premises conveyed to the Grantors by deed dated August 24, 2010 and recorded in Book 29793, Page 293.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK**







LA - Massachusetts  
Parker River National Wildlife Refuge  
Stott, Craig (941)

In Reply Refer To:  
FWS/Region 5/NWRS-RE

JUL 9 2010

Memorandum

To: Regional Solicitor  
From: Realty Officer  
Subject: Request for Preliminary Title Opinion

We request your preliminary title opinion and requirements on the sufficiency of title to be acquired (below) by THE UNITED STATES OF AMERICA. We have attached a copy of the preliminary title policy.

**Project** : Parker River National Wildlife Refuge  
**Tract Number** : (941)  
**County, State** : Essex County, Massachusetts  
**Acreage** : 9.3  
**Interest to be acquired** : Fee Simple  
**Vendors** : Craig Stott  
**Title Insurance Company** : Marsh, Moriarty, Ontell & Golder, P. C.  
**Title Commitment Number:** 10-43991  
**Title Commitment Date** : May 6, 2010  
**Amount of insurance** : \$TBD

We are acquiring title under authority of the Fish and Wildlife Act of 1956, as amended. Should you have any questions, please contact Heather Ruel, Realty Specialist toll free at 1-877-289-8495, extension 8597. Thank you.

**Joseph F. McCauley**

Attachment

FWS:R5:NWRS-RE:HRuel:jmb:06/02/2010:413-253-8597  
P:\LAND\AcqDocs\PKR\941\100212151756\Packages\TITLPRE.doc

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UNITED STATES DEPARTMENT OF THE INTERIOR  
OFFICE OF THE SOLICITOR  
One Gateway Center - Suite 612  
Newton, MA 02458-2881

TEL: 617-527-3400  
FAX: 617-527-6848

Date: July 14, 2010

To: Realty Officer  
Attn. Heather Ruel

From: Anthony R. Conte, Title Attorney

Subject: File No: 10-362                      Tract No: 941

Project: Parker River NWR

County: Essex                      State: Massachusetts

Estate to be Acquired: Fee simple    Acreage: 9.3 acres, more or less

Grantor(s): Craig Stott

Title Insurance Co: Chicago Title Insurance Company

Commitment No: 10-43991

Commitment Date: May 6, 2010 4:00 pm    Amount of Insurance: \$TBD

Dear Sir/Madam:

An examination has been made of the title to certain lands or interests therein to be acquired under the authority of existing legislation.

---

The title policy/commitment and accompanying data disclose the title to the lands or interests therein to be vested as set forth in the title policy/commitment subject to the objections noted in Schedule B thereof and also subject to the following:

1. All taxes and assessments.

2. The following matters which are not of record as of the date of the title insurance policy/commitment: (a) rights or claims of parties in possession; (b) questions of survey; (c) easements, claims of easements including easements for roads, highways, railroads, pipelines, and public utilities, if any, and (d) conveyances, agreements, defects, liens or encumbrances, if any.

3. Rights of homestead, dower, curtesy and other interests of grantor's spouse, if any.

Prior to consummation of this purchase, it should be definitely determined that the deed and the policy/commitment include all the land described in the option.

Please note that the title policy must list the United States of America, as the named insured not the U.S. Fish and Wildlife Service and must provide ALTA US Policy dated 9/28/91 or later.

File: File No: 10-362

Project/Tract No: Parker River NWR Tract 941

1. Objection(s) numbered **Schedule B, Section 1: All**

**Schedule B, Section 2: # 2<sup>2</sup>, 4, 5, & 11** must be satisfactorily eliminated.

2. Objection(s) numbered: **Schedule B, Section 2: # 1, 3<sup>4</sup> & 6<sup>4</sup>**

may be waived, or otherwise met, in accordance with the practice of your agency provided the final title assembly includes the standard Certificate of Inspection and Possession executed by a duly authorized employee of your agency and indicating the disclaimer of any outstanding interests.

3. Objection(s) numbered: **Schedule B - Section 2: # 7, 8, 9, 10 & 12**

may be waived provided an authorized representative of your agency certifies that they will not interfere with the contemplated use of the land and that the consideration to be paid by the Government reflects the existence of these outstanding rights and interests.

When the above objections to the title to the land or interests to be acquired listed herein and in the title policy/commitment have been eliminated or otherwise met, a satisfactory deed of conveyance from the above-noted grantor(s) to the United States and its assigns, drawn in accordance with the Standards of the Attorney General, duly executed and properly stamped, has been recorded, the purchase price has been paid and the final title policy/commitment, continued to a date subsequent to the recordation of the deed, has been obtained, disclosing that nothing has occurred since the vesting of valid title in the United States of America, free and clear of all interests, encumbrances and defects of title and all matters whatsoever that impair or adversely affect the title, the title will be approved subject to those rights which have been administratively determined to be acceptable and to reservations contained in the option which may be made under existing statutes.

\* **NOTE:** Unless prior approval is obtained from this office only General Warranty Deeds are acceptable. Also, Title Company must provide ALTA US Policy dated 9/28/91 or later naming the United States of America as insured not the DOI or FWS.

ADDITIONAL COMMENTS: \*1 - This exception must read "unrecorded" rights. Any recorded leases or easements must be forwarded to this office for review.

---

\*2 Eliminate via affidavit and indemnification agreement from seller stating that no labor or materials have been furnished within the statutory period.

\*3 If any leases, agreements, easements are identified, they must be forwarded to this office, reviewed and administratively waived under paragraph 3.

\*4 If a survey is conducted eliminate this exception. Otherwise it may be accepted pursuant to the terms of paragraph 2 (CIP).

  
Title Attorney



**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

Commitment No.: 10-43991  
Tract PKR (941)

Effective date:  
May 6, 2010  
at 4:00 P.M.

Prepared For: Heather Ruel, Realty Specialist  
United States Fish and Wildlife Services

Inquiries should be directed to:

Jeffrey L. Ontell, Esq.  
Marsh, Moriarty, Ontell & Golder, P.C.  
18 Tremont St., Suite 900  
Boston, MA 02108  
(617) 742-1822

1. Policy or Policies to be issued:

ALTA USA OWNERS Policy (Rev. 9/28/91)

Amount \$ TBD

Proposed Insured: United States of America

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

Craig W. Stott and Mark L. Stott, Trustees of the Juliette Marie Stott Trust of August 30, 1991 as Residuary Devisee under the Will of Juliette Marie Stott, Essex Probate No. 07P-0924EP1.

3. The land referred to in the Commitment is located at Plum Island Turnpike, Newbury, Massachusetts all more particularly described in Exhibit A attached and made a part hereof.

Note: As used herein, "recorded" shall mean recorded with the Essex South Registry of Deeds.

## SCHEDULE B -- Section 1

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a. Recordation of Declaration of Trust of the Juliette Marie Stott Trust of August 30, 1991 with all amendments thereto or recordation of Trust Certificate pursuant to General Laws Chapter 184 Section 35.
  - b. Due execution and recordation of a deed in accordance with the USA title standards (rev. 2001) from Trustees of the Juliette Marie Stott Trust of August 30, 1991 to the United States of America.
  - c. Obtain and record certificate from the Trustees of the Juliette Marie Stott Trust that said Trust is in full force and effect, not having been amended, revoked or terminated, except by instruments duly recorded, that said Trustees are the sole Trustees of said Trust, that there have always existed and do presently exist beneficiaries of said Trust, that no beneficiary is a minor, a corporation selling all or substantially all of its assets or a personal representative of an estate subject to estate tax lien or is now deceased or under any disability and that said Trustees have been duly authorized and directed by all of the beneficiaries of said Trust, in accordance with its provisions, to execute and deliver the proposed insured deed.
  - d. Recordation of Death Certificate of George W. Chase. In the event George W. Chase died less than fifty years ago, an Affidavit may be required to satisfy the requirements set forth in REBA Title Standard No. 14.

Note: Affects Parcel Three. See deed recorded at Book 4921, Page 42.
2. Payment of the full consideration to, or for the account of, the seller.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. Current Certificate of Municipal Liens and/or evidence of payment of such matters must be obtained in order to modify Schedule B -Section 2, Item 5.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Recordation of discharges of the following matters:
  - a. Federal estate tax lien arising due to the death of Juliette Marie Stott.
  - b. Record certificate evidencing no assessments are due the Town of Newbury for sewer and water construction; See Order of Assessment recorded in Book 26263, Page 506.
6. Receipt of Affidavit executed by the Seller for deletion or modification, as appropriate, of Schedule B-Section 2, items 1 and 2 hereof.
7. Receipt of current as-built, survey and surveyor's report for deletion of survey exception, which disclose no matters affecting title.
8. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy is to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.
9. Payment of premium at applicable rates and payment of Marsh, Moriarty, Ontell and Golder, P.C. legal fees. This commitment is effective for a period of six (6) months, only, and may only be relied upon by the person for whom it was prepared. Any reliance upon or use of this Commitment by another person is strictly prohibited and may give rise to a claim in favor of Marsh, Moriarty, Ontell and Golder, P.C. for a fee.
10. Upon full disclosure to the Company of the nature and scope of this transaction and its review and approval of the closing documents, including updated Certification of Title, the Company reserves the right to raise such other and further exceptions and requirements as are appropriate.

#### **SCHEDULE B -- Section 2**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of present tenants, lessees or parties in possession not shown by the public record.

2. Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Such facts as would be disclosed by a current Certificate of Municipal Liens.
6. The exact acreage or square footage being other than as stated in Exhibit A annexed or the plan(s) therein referred to.
7. Title to and unrecorded rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of Plum Island Turnpike, Newbury, Massachusetts.
8. There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following '...but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable, state or federal laws, except to the extent that said covenant or restriction is permitted by applicable Law.'
9. Right of way reserved in deed dated June 30, 1925 and recorded in Book 2647, Page 164.

Note: Affects Parcel Two

10. Flow of natural watercourse known as Plum Bush Creek.
11. Order of Assessment by the Town of Newbury recorded in Book 26263, Page 506.
12. Lack of recorded access to a public street or way.

Note: Affects Parcel One

Note: While excluded from coverage hereunder, the records at the Essex South Registry of Deeds disclose the following:

- a. Order by the Department of Natural Resources under G. L. Chapter 130, Section 105 recorded in Book 5751, Page 120.



Jeffrey L. Ontell  
Authorized Signatory  
G:\cj\43991-com

## EXHIBIT A

### **Tract No. PKR (941)**

#### **Parcel One (R49-15)**

A certain piece of salt marshland containing two acres and forty-seven rods, be the same more or less, situated in Newbury, at Plum Bush, so-called, Essex County, Massachusetts and bounded and described as follows:

Beginning at the Northwest corner thereof on Plum Bush Creek, by land now or formelry of Joseph Jaques; thence running Easterly by said land now or formerly of Jaques to the Northeasterly corner; thence running Southerly by land now or formerly of Richard Jaques to the Southeasterly corner; thence running Westerly by said land now or formerly of Jaques to said Plum Bush Creek, so-called; thence running Northerly by said Plum Bush Creek to the bound begun at.

Also one other piece of salt marshland in said Newbury, bounded as follows:

Beginning at the Northwesterly point thereof; thence running Easterly by land now or formerly of Richard Jaques to Plum Bush Creek, so-called; thence running Southerly by said Plum Bush Creek to land or formelry of heirs of Paul Little; thence running Westerly by said land formerly of Paul Little to a corner; thence running Northerly by land now or formerly of the heirs of said Paul Little to the bound begun at, containing 141 rods, more or less.

#### **Parcel Two (R50-9)**

The land in Newbury, Essex County, Massachusetts bounded and described as follows:

Beginning at a stake on the Plum Island Turnpike by land of John Smith; Thence running Southwesterly by land of said Smith two hundred and ten feet (210), more or less, to a stake and other land of Abbie K. Little; thence running Southeasterly by other land of Little two hundred and eighty two feet, more or less, to a stake and land of C. Stanley Harrison; thence running Northeasterly in part by land of Harrison, in part by land of Jaques and in part by land of Noyes six hundred and fifty seven feet, more or less, to said Turnpike and thence running Northwesterly by said Turnpike six hundred and thirty feet, more or less, to the point begun at.

**Parcel Three (R50-10)**

A lot of Beach and Marsh land in Newbury, Essex County, Massachusetts containing about 1 ½ acres, bounded and described as follows:

Commencing on Plum Island Turnpike by land formerly of William Burke Little, thence running Westerly by said land of said Little 7 rods to Plum Bush Creek; thence Southerly by said Creek 8 ½ rods to other land of or formerly of said Little; thence Easterly by the last mentioned land 24 ½ rods to said Turnpike; and thence Northwesterly by said Turnpike 19 rods to the point of beginning.



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QUITCLAIM DEED

06/26/95 11:06 Inst 191  
BK 13070 PG 526

I, Juliette M. Stott, of Newbury, Essex County, Massachusetts in consideration of \$950.00 grant to Essex County Greenbelt Association, Inc., a Massachusetts nonprofit corporation with a principal place of business at 82 Eastern Avenue, Essex, Essex County, Massachusetts with QUITCLAIM COVENANTS the land in Newbury, Essex County, Massachusetts being a parcel containing about 5 acres, more or less, lying southerly of the Plum Island Turnpike and Southwesterly of Plum Island River, and near to both, bounded as follows: viz:

NORTHERLY by land formerly of Paul T. Winkley, there measuring 21 rods; EASTERLY by land of or formerly of the First Parish of Newbury, there measuring 23 1/2 rods; SOUTHERLY by a creek; and WESTERLY by land of said Winkley, there measuring 12 rods; said Lot is described in old deeds as being a part of Plum Beach Marsh. Being the same premises described in the mortgage of John Smith to Nathaniel Little dated June 14, 1886, recorded with Essex South District Deeds, Book 1175, Leaf 133.

Hereby meaning and intending to convey the parcel identified as R50-14 of the records of the Town of Newbury Assessors' Office.

Being Parcel 1 of the Deed from Howard A. Noyes and Carrie C. Noyes to Milton L. Stott and Juliette M. Stott dated May 16, 1962 and recorded at the Essex South District Registry of Deeds at Book 4921, Page 42. A copy of the Death Certificate of Milton L. Stott is recorded herewith.

Witness my hand and seal this 22<sup>nd</sup> day of June, 1995

DEEDS REGISTRY  
ESSEX SOUTH DISTRICT  
06/26/95  
CANCELLED

TAX 4.56  
CASH 4.56  
6149A000 11:07  
EXCISE TAX

*Juliette M. Stott*  
Juliette M. Stott

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

JUNE 22, 1995

Then personally appeared the above-named Juliette M. Stott and acknowledged the foregoing instrument to be her free act and deed.

*Mary E. Sherman*  
Notary Public

My Commission Expires:  
Feb. 6, 1998

JS  
0018

ru 5/6/2010  
per PROBATE  
CLERK S

Commonwealth of Massachusetts  
The Trial Court

Essex Division

Probate and Family Court Department

Docket No. 07P0924EP1

Probate of Will ~~With~~/Without Sureties

Name of Decedent Juliette Marie Stott

Domicile at Death 60 Plum Island Turnpike Newbury  
(street and no.) (city or town)

Essex County 01951 Date of Death September 18, 2006  
(county) (zip)

Name and address of Petitioner(s) Craig W. Stott, 21 Cherlyn Drive, Northboro, MA 01532 and

Mark L. Stott, 1450 5th Street, West Babylon, NY 00704 Status Sons

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

Name	Residence <small>(minors and incompetents must be so designated)</small>	Relationship
<input checked="" type="checkbox"/> Mark L. Stott	1450 5th Street, West Babylon, NY 11704	Son
<input checked="" type="checkbox"/> Bruce M. Stott	16 Graven Hurst Court, North Potomac, MD 20878	Son
<input checked="" type="checkbox"/> Juliette Zelig Loring	24065 Chase Road, Chanute, KS 66720	Daughter
<input checked="" type="checkbox"/> Craig W. Stott	21 Cherlyn Drive, Northboro, MA 01532	Son

That said deceased left a will ~~and probate~~ -herewith presented, wherein your petitioner(s) ~~is~~/are named execut ors and wherein the testat rix had requested that your petitioner(s) be exempt from giving surety on ~~his~~/their bond(s).

The petitioner(s) hereby certif y that a copy of this document, along with a copy of the decedent's death certificate has been sent by certified mail to the **Division of Medical Assistance, P.O. Box 15205, Worcester, Massachusetts 01615-9906.**

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

Date 3/12/07 Signature(s) Craig W. Stott  
Mark L. Stott 3/24

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

Craig W. Stott  
Mark L. Stott 3/24

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): Craig W. Stott of 21 Cherlyn Drive, Northboro, MA 01532 and Mark L. Stott of 1450 5th Street West Babylon, NY 11704 be appointed executors thereof, first giving bond with out sureties for the due performance of said trust.

Date June 18, 2007

Justice of the Probate and Family Court

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

Essex Division

Docket No. 07P09248P1

Probate of Will With Without Sureties

Name of Decedent Juliette Marie Stott

Domicile at Death 60 Plum Island Turnpike Newbury  
(street and no.) (city or town)

Essex County 01951 Date of Death September 18, 2006  
(county) (zip)

Name and address of Petitioner(s) Craig W. Stott, 21 Cherlyn Drive, Northboro, MA 01532 and

Mark L. Stott, 1450 5th Street, West Babylon, NY 00704 Status Sons

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

Name	Residence (minors and incompetents must be so designated)	Relationship
<input checked="" type="checkbox"/> Mark L. Stott	1450 5th Street, West Babylon, NY 11704	Son
<input checked="" type="checkbox"/> Bruce M. Stott	16 Graven Hurst Court, North Potomac, MD 20878	Son
<input checked="" type="checkbox"/> Juliette Zelie Loring	24065 Chase Road, Chanute, KS 66720	Daughter
<input checked="" type="checkbox"/> Craig W. Stott	21 Cherlyn Drive, Northboro, MA 01532	Son

That said deceased left a will ~~and codicils~~ -herewith presented, wherein your petitioner(s) is/are named executors and wherein the testatrix had requested that your petitioner(s) be exempt from giving surety on ~~his~~/their bond(s).

The petitioner(s) hereby certify that a copy of this document, along with a copy of the decedent's death certificate has been sent by certified mail to the **Division of Medical Assistance, P.O. Box 15205, Worcester, Massachusetts 01615-9906.**

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

Date 3/12/07 Signature(s) Craig W. Stott  
Mark L. Stott 3/24

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

Craig W. Stott  
Mark L. Stott 3/24

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): Craig W. Stott of 21 Cherlyn Drive, Northboro, MA 01532 and Mark L. Stott of 1450 5th Street West Babylon, NY 11704 be appointed executors thereof, first giving bond with out sureties for the due performance of said trust.

Date \_\_\_\_\_

Justice of the Probate and Family Court

ENTRY FEE PAID  
ESSEX PROBATE COURT

For Petitioner:

Grace Gonzalez Connolly

Connolly & Connolly

Tel. No. ( 978 ) 462-2251

B.B.O. # 547785

For Respondent:

\_\_\_\_\_

\_\_\_\_\_

Tel. No. ( ) \_\_\_\_\_

B.B.O. # \_\_\_\_\_

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

\_\_\_\_\_

W: 8-30-91 (4P)

Docket No. 07 P 0924 EPI

SP

Probate of Will

With/Without Sureties

Petition - Decree

FILED APR 09 2007

Filed \_\_\_\_\_,20\_\_\_\_

Citation Issued \_\_\_\_\_,20\_\_\_\_

Returnable \_\_\_\_\_,20\_\_\_\_

Allowed \_\_\_\_\_,20\_\_\_\_

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

Instructions

Refer to Massachusetts General Laws Chapter 192.

0082A000004/09/07PROBATE  
0082A000004/09/07SURCH

165.00  
15.00

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

Essex Division

Docket No. 07P09248P1

( X ) without

Bond of Executors  
(type of fiduciary)

( ) with Personal Surety

( ) with Corporate Surety

Name of Estate Juliette Marie Stott  
Name and Address of Fiduciary Craig W. Stott, 21 Cherlyn Drive, Northboro, MA 01532  
Mark L. Stott, 1450 5th Street, West Babylon, NY 11704  
Estimated Real Estate \$520,000.00 Estimated Personal Estate \$65,000.00  
Penal Sum of Bond, (if applicable) \$97,500.00

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

Date: 3/12/07 Craig W. Stott

Date 3/29/07 Mark L. Stott

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.

\_\_\_\_\_ by \_\_\_\_\_

Corporate Surety (name) Essex, ss.

June 18, 2007 Signature and Title \_\_\_\_\_ examined and approved.

[Signature]  
Justice-Assistant-Register-of The Probate and Family Court

**LAST WILL AND TESTAMENT OF JULIETTE MARIE STOTT**

I, JULIETTE MARIE STOTT of Newbury, Essex County, Massachusetts, make this my last will and revoke all wills and codicils previously made by me.

**ARTICLE I. DISPOSITION OF TANGIBLE PERSONAL PROPERTY.**

All my tangible personal property I give to my children in equal shares, by right of representation, to be distributed amongst them according to any written memorandum which I may leave or according to any labels which I may affix on said items of tangible personal property.

*ms*

**ARTICLE II. RESIDUARY DISPOSITION.** I give the residue of my estate to the Trustee then serving under an instrument of trust executed prior to this will on August 30, 1991 by me as Donor and Trustee and by Craig W. Stott and Mark L. Stott as successor Trustees, known as the JULIETTE MARIE STOTT TRUST of August 30, 1991, to be held and administered in accordance with the terms of that instrument as it may be amended from time to time.

**ARTICLE III. PAYMENT OF DEATH TAXES.** I direct that all estate taxes occasioned by my death be paid from the residue of my estate as an expense of administration with no right of reimbursement from anyone. My Executor may certify for payment from the trust property, the Trustee having been directed by me to pay taxes so certified.

**ARTICLE IV. FIDUCIARIES. Section A. Executor.** I nominate CRAIG W. STOTT and MARK L. STOTT Co-Executors of my will. In the event that Craig W. Stott and Mark L. Stott is unable or unwilling to serve as Executor then I nominate BRUCE M. STOTT as Executor. Any Executor named in this will shall also serve as temporary Executor upon application to the probate court.

The term "Executor" shall also include temporary Executor, Executrix, temporary Executrix, Co-Executors and temporary Co-Executors.

I request that my Executor named hereunder be exempt from furnishing any surety on their official bonds either as Executor or as temporary Executor.

**ARTICLE V. EXECUTOR'S POWERS.** My Executor, in addition to and not in limitation of all common law and statutory powers, shall have the following powers, without order or license of any court:

- (1) to retain without liability, any assets owned by me at the time of my death, the period of such retention to lie in my Executor's discretion; and to acquire by purchase or otherwise, and retain for whatever period my Executor shall deem proper, any property, real or personal, at such times and in such amounts as my Executor shall determine;

JMS

- (2) to sell, lease, or give options to purchase any property of my estate, real or personal, at public or private sale, for such consideration and upon such terms (including credit) as my Executor shall determine;
- (3) to vote, in person or by general or limited proxy, or to refrain from voting, any share of stock held in my estate;
- (4) to pay, arbitrate, compromise, settle, or otherwise adjust any claims which may be asserted in favor of or against me or my estate, and any taxes which may become due and payable by reason of my death;
- (5) to make such elections under the tax laws as my Executor shall deem appropriate, including elections with respect to qualified terminable interest property, exemptions, and the use of deductions as income tax or estate tax deductions, and to determine whether to make any adjustments between income and principal on account of any election so made;
- (6) to borrow money, with or without security, for any purpose of the estate, on such terms as my Executor shall deem appropriate, and to mortgage or pledge property of the estate for the purpose of securing any loan;
- (7) to employ investment advisors, legal counsel, tax advisors, accountants, custodians and other agents; to determine whether or not to act on their advice; and to pay them reasonable compensation as an expense of the estate;
- (8) to hold any asset of the estate in bearer form or in the name of a nominee, without any indication of fiduciary capacity; and to deposit security in a securities depository within or outside of the Commonwealth of Massachusetts; and
- (9) to pay over any money or property distributable to a minor in any one or more of the following ways:
  - a. directly to the minor;
  - b. to the minor's legally appointed guardian;
  - c. to a parent of the minor;
  - d. to a custodian of the minor under the Massachusetts Uniform Transfers to Minors Act or a similar act of another jurisdiction; or
  - e. to any other person selected by the Executor to receive property for a minor;

and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to my Executor; and

- (10) to make the same payment of estate property that the Trustee could make, were the trusts under the Agreement then formally established.

LAW OFFICES  
CONNOLLY & CONNOLLY  
65 STATE STREET  
POST OFFICE BOX 332  
NEWBURYPORT, MA  
01950  
(508) 462-2251

15

**ARTICLE VI. GENERAL PROVISIONS.** The following provisions shall govern the administration of my estate under this will:

- (1) **Guardian ad litem.** I request that to the extent permitted by law there be no appointment of a guardian ad litem in connection with the allowance of the accounts of any fiduciary.
- (2) **Survivorship of Beneficiaries.** If any beneficiary fails to survive me by thirty days, any bequest to that beneficiary shall pass as though the beneficiary had predeceased me.
- (3) **Fiduciary Bonds.** I direct that my Executor appointed by this will be excused from giving bond or from giving surety on any bond required by law.
- (4) **Limitations on Executor's Liability.** The judgment and actions of my Executor shall be final and conclusive, and in the absence of bad faith, no beneficiary or other person shall have any right to object to any decision or action so taken by my Executor.
- (5) **Right of Representation.** A distribution to a designated person "by right of representation" shall mean that if the designated person is not living at the time of distribution, there shall be a division at the designated time into as many equal shares as are required to provide one such share for each child of a designated person living at such time and one such share for each deceased child of the designated person who left issue living at such time, with the share of the deceased child further divided into equal shares in the same manner and a like division at each level of descent until all the property to be distributed has been allocated among the living issue of the designated person.

**ARTICLE VII. BURIAL INSTRUCTIONS.** I wish to be cremated and my ashes be placed next to my deceased husband's ashes in the Immaculate Conception Cemetery in Lawrence, Massachusetts, beside my parents. This is called the Guenette lot, my mother being Zelig A. Guenette Auger, wife of Arthur A. Auger. I request that the funeral mass and memorial service be held at the Immaculate Conception Church in Newburyport, Massachusetts.

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

Date: August 30, 1991

Juliette Marie Stott  
JULIETTE MARIE STOTT, Testatrix

LAW OFFICES  
CONNOLLY & CONNOLLY  
65 STATE STREET  
POST OFFICE BOX 332  
NEWBURYPORT, MA

01950

(508) 462-2251

We, the undersigned witnesses, each do hereby declare in the presence of the aforesaid testatrix that the testatrix signed and executed this instrument as her last will in the presence of each of us, that she signed it willingly, that each of us hereby signs this will as witness in the presence of the testatrix, and that to the best of our knowledge that testatrix is eighteen (18) years of age or over, of sound mind, and under no constraint or undue influence.

*Gene Anzaly Connolly*  
Witness

*Jodie L. Hunt*  
Witness

COMMONWEALTH OF MASSACHUSETTS

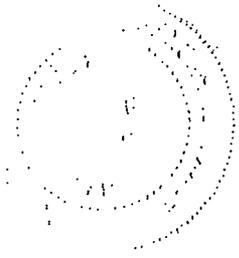
Essex, ss.

Subscribed, sworn to and acknowledged before me by the said testatrix and witnesses this 30th day of August, 1991.

*Penny P. Packer*  
Penny P. Packer, Notary Public  
My commission expires: 11-4-94

*SWB*

Stott, Juliette Marie



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Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

ESSEX Division

Docket No. 07P0924-EP1

INVENTORY

FILED AUG 08 2007

To Craig W. Stott of Northboro in the County of Worcester and Mark L. Stott  
of West Babylon in the State of New York

~~Administrator/Administratrix~~ <sup>s</sup> ~~Executor/Executrix~~ ~~Trustee~~ ~~Guardian~~ ~~Conservator~~ ~~Receiver~~

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

Juliette Marie Stott late of Newbury

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 \_\_\_\_\_ said estate is appraised as follows:

Amount of Personal Estate, as per schedule exhibited, \_\_\_\_\_ \$ 57,109.00

Amount of Real Estate, as per schedule exhibited, \_\_\_\_\_ \$ 520,000.00

~~XX~~ WE Craig W. Stott and Mark L. Stott  
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 ~~XX~~ our possession or knowledge, and sets forth the  
actual market values of the various items thereof ascertained by ~~XX~~ us to the best of ~~XX~~ our  
knowledge, information and belief.

7/29/07

Craig W. Stott  
Craig W. Stott

Mark L. Stott

8/1/07  
Date(s)

Mark L. Stott  
Signature(s)

**SCHEDULE OF PERSONAL ESTATE IN DETAIL**

	Dollars	Cts.
<p>4541 2110...</p>	<p>1100 1100</p>	
<p>... ..</p>	<p>...</p>	

ESTATE OF JULIETTE MARIE STOTT  
 ESSEX COUNTY PROBATE COURT  
 DOCKET NO. 07P0924EP1

SCHEDULE OF PERSONAL ESTATE IN DETAIL

Valued as of date of death: September 18, 2006

		Dollars	Cts.
1.	336 Shares of Alliant Techsystems Cusip # 018804 10                      \$81.61	\$ 27,085.00	00
2.	Five Series EE Bonds in denominations of \$200.00 R43555417, R43555419, R43555421, R43555422, R43555423	\$ 1,522.00	00
3.	Nine Series EE Bonds in denominations of \$500.00 D13775473, D13775474, D13775475, D13775480, D13775481, D13775482, D13775483, D13775485, D13775486	\$ 6,847.00	00
4.	One Series EE Bond in denomination of \$10,000.00 X2821503EE	\$ 11,004.00	00
5.	Seven Series EE Bonds in denominations of \$1,000.00 M19744428, M19744429, M19744430, M19744433, M19744434, M19744439, M19744440	\$ 10,651.00	00
<b>Total Personal Property</b>		<b>\$ 57,109</b>	<b>00</b>

ESTATE OF JULIETTE MARIE STOTT  
ESSEX COUNTY PROBATE COURT

SCHEDULE OF REAL ESTATE IN DETAIL

Valued as of date of death: September 18, 2006

	Dollars	Cts.
1. The land with the buildings thereon located at Plum Island Turnpike, Newbury, Massachusetts and being more particularly described in deed dated July 20, 1960, and recorded at the Essex South District Registry of Deeds at Book 4686, Page 565. Fair Market Value per appraisal.	\$520,000	00
Total Schedule of Real Estate:	\$ 520,000	00

SCHEDULE OF REAL ESTATE IN DETAIL

	Dollars	Cts.

14

Docket No. 07P0924-EP1

Stott, Juliette Marie

**Inventory**

**INSTRUCTIONS**

Appraise estate as of date of death when filing as administrator, executor, administrator with the will annexed, special administrator, public administrator.

Appraise estate as of date of appointment when filing as conservator, guardian, trustee, receiver.

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# Form M-792 Certificate Releasing Massachusetts Estate Tax Lien

Rev. 2/98  
**Massachusetts  
Department of  
Revenue**

Bureau of Desk Audit, Estate Tax Unit PO Box 7023, Boston, MA 02204

File in triplicate with copy of recorded deed.

<b>Mail to:</b> Name <input type="checkbox"/> <u>Grace Gonzalez Connolly</u> Street address <u>51 Green Street</u> <u>P.O. Box 332</u> <u>Newburyport, MA 01950</u> City/Town, State, Zip code <input type="checkbox"/>	Decedent's first name and initial <u>Juliette M.</u>	Last name <u>Stott</u>
	Probate court <u>Essex County</u>	Date of death <u>09/18/06</u>
	Docket number <u>07P0924EP1</u>	
	Residence (domicile) at time of death <u>60 Plum Island Turnpike</u> <u>Newbury, MA 01951</u>	

This certificate releases the lien of the Commonwealth of Massachusetts imposed by Chapter 65C of the General Laws, on any and all interests which the decedent may have had in the property described below:

2009050400112 Bk:28549 Pg:230  
05/04/2009 10:58 M792 Pg 1/1

**Real Estate** (full legal description not necessary)

Location of property 60 Plum Island Turnpike, Newbury, MA 01951  
Number Street City/town Zip code

As described by deed dated July 20, 1960 and recorded in

Essex South District Registry of Deeds Book No. 4686 Page No. 565, or  
Registry of Deeds

As described by certificate of title no. \_\_\_\_\_ recorded in

Registered land section for \_\_\_\_\_ County.

COMMISSIONER OF REVENUE

By: Michael D. Galbgh  
Chief, Bureau of Desk Audit

PLEASE RETURN TO:  
CONNOLLY & CONNOLLY  
PO BOX 55

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# Form M-792 Certificate Releasing Massachusetts Estate Tax Lien

Rev. 2/98

**Massachusetts  
Department of  
Revenue**

Bureau of Desk Audit, Estate Tax Unit PO Box 7023, Boston, MA 02204

File in triplicate with copy of recorded deed.

**Mail to:**

Name  Grace Gonzalez Connolly  
Street address 51 Green Street  
P.O. Box 332  
Newburyport, MA 01950  
City/Town, State, Zip code \_\_\_\_\_

Decedent's first name and initial <b>Juliette M.</b>	Last name <b>Stott</b>
Probate court <b>Essex County</b>	Date of death <b>09/18/06</b>
Docket number <b>07P0924EP1</b>	
Residence (domicile) at time of death <b>60 Plum Island Turnpike Newbury, MA 01951</b>	

This certificate releases the lien of the Commonwealth of Massachusetts imposed by Chapter 65C of the General Laws, on any and all interests which the decedent may have had in the property described below:

2009050400113 Bk:28549 Pg:231  
05/04/2009 10:58 M792 Pg 1/1

**Real Estate** (full legal description not necessary)

Location of property 60 Plum Island Turnpike, Newbury MA 01951  
Number Street City/Town Zip code

As described by deed dated May 14, 1962 and recorded in

Essex South District Registry of Deeds Book No. 4921 Page No. 42, or  
Registry of Deeds

As described by certificate of title no. \_\_\_\_\_ recorded in

Registered land section for \_\_\_\_\_ County.

COMMISSIONER OF REVENUE

By: Michael D. Galbgh  
Chief, Bureau of Desk Audit

PLEASE RETURN TO:  
CONNOLLY & CONNOLLY  
P.O. BOX 55

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# Form M-792 Certificate Releasing Massachusetts Estate Tax Lien

Rev. 2/98  
**Massachusetts  
Department of  
Revenue**

Bureau of Desk Audit, Estate Tax Unit PO Box 7023, Boston, MA 02204

File in triplicate with copy of recorded deed.

**Mail to:**

Name  Grace Gonzalez Connolly  
51 Green Street  
Street address P.O. Box 332  
Newburyport, MA 01950  
City/Town, State, Zip code

Decedent's first name and initial <b>Juliette M.</b>	Last name <b>Stott</b>
Probate court <b>Essex County</b>	Date of death <b>09/18/06</b>
Docket number <b>07P0924EP1</b>	
Residence (domicile) at time of death <b>60 Plum Island Turnpike Newbury, MA 01951</b>	

This certificate releases the lien of the Commonwealth of Massachusetts imposed by Chapter 65C of the General Laws, on any and all interests which the decedent may have had in the property described below:

2009050400114 Bk:28549 Pg:232  
05/04/2009 10:58 M792 Pg 1/1

**Real Estate** (full legal description not necessary)

Location of property 60 Plum Island Turnpike, Newbury, MA 01951  
Number Street City/town Zip code

As described by deed dated October 30, 1963 and recorded in

Essex South District Registry of Deeds Book No. 5236 Page No. 731, or  
Registry of Deeds

As described by certificate of title no. \_\_\_\_\_ recorded in

Registered land section for \_\_\_\_\_ County.

COMMISSIONER OF REVENUE

By: Michael D. Galbgh  
Chief, Bureau of Desk Audit

PLEASE RETURN TO:  
CONNOLLY & CONNOLLY  
REGISTRY BOX 55

WE, HOWARD A. NOYES and CARRIE C. NOYES, his wife, both in her own right, both

of Newbury, Essex County, Massachusetts, being married, for consideration paid, grant to MILTON L. STOTT and JULIETTE M. STOTT, husband and wife as tenants by the entirety, both

of Newbury aforesaid, with quitclaim covenants the land in said Newbury, being two parcels of salt marsh land, bounded and described as follows, viz:-

PARCEL 1. A parcel containing about 5 acres, more or less, lying southerly of the Plum Island Turnpike and Southwesterly of Plum Island River, and near to both, bounded as follows, viz:-

NORTHERLY by land formerly of Paul T. Winkley, there measuring 21 rods; EASTERLY by land of or formerly of the First Parish of Newbury, there measuring 23 rods; SOUTHERLY by a creek; and WESTERLY by land of said Winkley, there measuring 12 rods; said lot is described in old deeds as being a part of Plum Beach Marsh. Being the same premises described in the mortgage of John Smith to Nathaniel Little dated June 14, 1886, recorded with Essex South District Deeds, Book 1175, Leaf 133.

PARCEL 2. Also a lot of Beach and Marsh land containing about 1 1/2 acres, bounded and described as follows, viz:-

Commencing on Plum Island Turnpike by land formerly of William Burke Little, thence running WESTERLY by said land of said Little 7 rods to Plum Bush Creek; thence SOUTHERLY by said Creek 8 rods to other land now or formerly of Little; thence Easterly by the last mentioned land 24 rods to said Turnpike; and thence NORTHERLY by said Turnpike 19 rods to the point of beginning. Being the second lot described in mortgage of John Smith to Nathaniel Little dated May 28, 1889, recorded with said Deeds, Book 1250, Page 354.

Reference is made to deed from John W. H. Smith to George W. Chase and Carrie C. Noyes dated January 12, 1902, recorded with said Deeds, Book 2909, Page 37.

Subject to the taxes for the year 1902, which the grantee assume and agree to pay.

The said Carrie C. Noyes being the sole wife of said grantor, heir at law of her brother George W. Chase now deceased.

tenancy by the entirety and other interests therein

Witness our hand and seal this 14th day of May, 1902.

Howard A. Noyes  
Carrie C. Noyes

The Commonwealth of Massachusetts

Essex, ss.

May 16 1902

Then personally appeared the above named Howard A. Noyes and Carrie C. Noyes and acknowledged the foregoing instrument to be their free act and deed, before me

Notary Public - [Signature]

My commission expires March 14 1908

no longer owned by Stotts, see Bk 13070 Pg 526

1/2 A

50/16

← R50-07k

WILLIAM DEHART and JULIA S. DEHART

of Newbury, Essex

County, Massachusetts,

for consideration paid, grant to MILTON L. STOTT and JULIETTE M. STOTT, husband and wife as tenants by the entirety, both

of Newbury aforesaid,

with quitclaim covenants

the land in Newbury, Essex County, Massachusetts, with the buildings thereon, bounded and described (Description and encumbrances, if any) as follows, viz: -

Beginning at a stake on the Plum Island Turnpike by land now or formerly of John Smith, thence running SOUTHWESTERLY by land of said Smith, 210 feet, more or less, to a stake and land now or formerly of Abbie K. Little; thence SOUTHEASTERLY by said land of Little, 282 feet, more or less to a stake and land now or formerly of C. Stanley Harrison; thence NORTHEASTERLY in part by land of said Harrison, in part by land now or formerly of Jacques and in part by land now or formerly of Moses, 657 feet, more or less, to said Turnpike; and thence NORTHWESTERLY by said Turnpike, 630 feet, more or less to the point begun at.

Reserving to Abbie K. Little, her heirs and assigns, a right of way over the above described parcel of land to and from the said Turnpike to her remaining land on the road now runs, and granting to the grantees the right to use any and all existing rights of way to the aforesaid parcel of land.

Being the same premises conveyed in the grantors by Grantor M. H. now of Essex; deed dated May 22, 1952, recorded with Essex South District Deeds, Book 1166, Page 221.

4168 221

585  
see  
B. 6586  
P. 182  
Grantors  
William Dehart  
Julia S. Dehart  
29A  
RSO-1-9

Notary Public in and for the State of Massachusetts

Witness our hand and seal this 20th day of July 19 60

Mass. Excise Stamps \$ 11.45 affixed and cancelled on back of this instrument

William Dehart

Julia S. Dehart

The Commonwealth of Massachusetts

Essex, ss

July 20,

19 60

Then personally appeared the above named William Dehart and Julia S. Dehart

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

U. S. Docum. Stamps \$ 11.45 affixed and cancelled on back of this instrument

Notary Public - Justice of the Peace

My commission expires 3/1/61 19 61

Essex ss. Recorded July 22, 1960. 35 m. past 10 A.M. #77

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

AS JOINT TENANTS

5236731

I, GILES B. CHENEY, unmarried

of Plaistow, Rockingham County, State of New Hampshire  
for consideration paid, grants(s) to MILTON L. STOTT and JULIETTE M. STOTT,  
husband and wife, as joint tenants with rights of survivorship  
of Newbury, Essex County, Commonwealth of Massachusetts

with WARRANTY COVENANTS  
(Description of land or interest being conveyed; incumbrances; exception, reservations; if any)

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A certain piece of salt marshland containing two acres and forty-seven rods, be the same more or less, situated in said Newbury, at Plum Bush, so-called, and bounded and described as follows: Beginning at the Northwest corner thereof, on Plum Bush Creek, by land now or formerly of Joseph Jaques; thence running Easterly by said land now or formerly of Jaques to the Northeasterly corner; thence running Southerly by land now or formerly of Richard Jaques to the Southeasterly corner; thence running Westerly by said land now or formerly of Jaques to said Plum Bush Creek, so-called; thence running Northerly by said Plum Bush Creek to the bound begun at.

Also one other piece of salt marshland in said Newbury, bounded as follows: Beginning at the Northwesterly point thereof; thence running Easterly by land now or formerly of Richard Jaques to Plum Bush Creek; so-called; thence running Southerly by said Plum Bush Creek to land now or formerly of heirs of Paul Little; thence running Westerly by said land formerly of Paul Little to a corner; thence running Northerly by land now or formerly of the heirs of said Paul Little to the bound begun at, containing 141 rods, more or less.

Being a portion of the same premises conveyed to said Giles B. Cheney by deed of Alice M. Harrison et als dated June 11, 1941 and recorded in Essex County Registry of Deeds, Book 3261, Page 219.

husband  
and

Witness my hand (s) and seal (s) this 30 day of October, 1963.

Witness:

Samuel P. Richards

Giles B. Cheney

THE STATE OF NEW HAMPSHIRE

Rockingham ss. October 30 1963.

Then personally appeared the above-named Giles B. Cheney

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

Samuel P. Richards

Justice of the Peace.

Notary Public.

My N. P. commission expires, 19

Essex ss. Recorded Jan. 6, 1965. 30 m. past 10 A. M. #38

See  
B. 6586  
P. 180

4.9A

R49-015

2647/163

of one dollar and other valuable consideration to me paid this day by Eli Rosengard, the mortgagor named in said mortgage, do hereby surrender to the said Eli Rosengard and his heirs and assigns the possession of real estate described in said mortgage, which possession was taken by me on June 4, 1925, for breach of the condition of said mortgage, and evidence of which taking of possession is recorded in said Registry Book 2636, Page 420. But it is expressly understood and agreed that nothing herein contained shall in any way, except as above specially provided, affect or impair my rights or interest under the said mortgage, the amount of nine thousand three hundred dollars of the principal sum secured by which is still due and unpaid. WITNESS my hand and seal this tenth day of July, 1925.

WITNESS: Harry Mason (to D.O.) ) David Oppenheim (seal)

COMMONWEALTH OF MASSACHUSETTS Essex, ss July 10, 1925. Then personally appeared the above named David Oppenheim and acknowledge- the foregoing instrument to be his free act and deed, before me

Harry Mason Notary Public

My commission expires Dec.-1926.

Essex ss. Received July 15, 1925. 59 m. past 1 P.M. Recorded and Examined

I, David Oppenheim, owner and present holder of a mortgage from Eli Rosengard to David Oppenheim dated April 21, 1921 recorded with South District of Essex Registry of Deeds, Book 2481, Page 329 assign said mortgage and the note and claim secured thereby to Nicholas C. Johnson It is hereby agreed and understood that the assignment of this mortgage and of the note secured by the mortgage hereby assigned is without recourse to the said David Oppenheim and that the said David Oppenheim does not by this assignment assume any obligation, liability or responsibility upon the note secured by this mortgage or account thereof. WITNESS my hand and seal this tenth day of July 1925

David Oppenheim (seal)

COMMONWEALTH OF MASSACHUSETTS Essex ss. July 14, 1925 Then personally appeared the above named David Oppenheim and acknowledged the foregoing instrument to be his free act and deed, before me,

George I. Davis Notary Public

My commission expires Oct - 1929

Essex ss. Received July 15, 1925. 59 m. past 1 P.M. Recorded and Examined

I, Abbie K. Little, widow, of Newbury, Essex County, Massachusetts -eing unmarried, for consideration paid, grant to Gertrude W. Cutter of Newburyport, in said County with WARRANTY COVENANTS the land in said NEWBURY, bounded and described as follows, viz: Beginning at a stake on the Plum

Assgt.  
Oppenheim  
to  
Johnson

Little  
to  
Cutter

One .50 R. Stamp  
Documentary  
Canceled

Island Turnpike by land of John Smith; Thence running Southwesterly by land of said Smith two hundred and ten feet (210), more or less, to a stake and other land of the aforesaid Abbie K. Little; thence running Southeasterly by said other land of Little two hundred and eighty two feet, more or less, to a stake and land of C. Stanley Harrison; thence running Northeasterly in part by land of said Harrison, in part by land of Jaques and in part by land of Noyes six hundred and fifty seven feet, more or less, to said Turnpike and thence running Northwesterly by said Turnpike six hundred and thirty feet, more or less, to the point begun at. Reserving to myself and my heirs and assigns a right of way over the above described parcel of land to and from the said Turnpike to my remaining land as the road now runs, and granting to the said Cutter the right to use any and all existing rights of way to the aforesaid parcel of land. WITNESS my hand and seal this thirtieth day of June A.D. 1925.

Abbie K. Little

(seal)

COMMONWEALTH OF MASSACHUSETTS Essex ss. June 30, A.D. 1925. Then personally appeared the above named Abbie K. Little and acknowledged the foregoing instrument to be her free act and deed, before me.

Oscar H. Nelson

Justice of the Peace

Essex ss. Received July 15, 1925. 25 m. past 2 P.M. Recorded and Examined

Order & Plan  
City of Beverly

See Plan Book 43  
Plan 38a

CITY OF BEVERLY IN BOARD OF ALDERMEN June 15th, 1925. WHEREAS, in the opinion of the Board of Aldermen of the City of Beverly the public convenience and necessity require that a sidewalk on the North side of Giddings Avenue should be established, graded and constructed abutting #8-10-12 belonging to Jesse A. Dutelle, Perley J. Hurd & Minnie A. Hurd. according to the plan hereto annexed. IT IS THEREFORE ORDERED, that said sidewalk be graded, established and constructed in accordance with profile and plan on file at the office of the City Engineer. 88.0 square yards of granolithic 142.0 linear feet of Granite Curb. IT IS FURTHER ORDERED, that said sidewalk shall be constructed with edge stones and covered with Granolithic and one half the expense thereof be assessed upon the abutting owners on said sidewalk, a schedule of the cost thereof to be reported to the Board by the City Engineer. AND IT IS FURTHER ORDERED, that the Commissioner of Public Works under the direction of the Standing Committee on Public Service and Aid be and hereby is authorized to contract for and furnish all necessary materials to construct and grade said sidewalk and cause the same to be built in accordance with this order, but no contract shall be valid unless approved by said committee. IT IS FURTHER ORDERED, that the City Engineer shall make all necessary plans, grades and descriptions of said sidewalk giving to the Commissioner of Public Works a copy thereof for his

BK5751 PG120

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF NATURAL RESOURCES  
LEVERETT SALTONSTALL BUILDING  
100 CAMBRIDGE STREET, BOSTON 02202

4 Plans  
See Pl.B.  
119 Pl.6

ESSEX, SS

768-71-1

ORDER UNDER G.L. c.130 §105

1. The Commissioner of Natural Resources, acting pursuant to G.L. c.130 §105, for the purposes of promoting public safety, health and welfare and protecting public and private property, wildlife and marine fisheries, hereby adopts this order regulating and restricting coastal wetlands in the Town of Newbury, County of Essex, Commonwealth of Massachusetts, as delineated in red on plans entitled "Plan of Land in Newbury", dated October 22, 1970 and numbered Section 1 thru Section 4 inclusive, which plans are recorded herewith and incorporated herein.
2. This order does not grant any property rights; it does not authorize any person to trespass or injure the property of another; it does not excuse any person from complying with other applicable laws, regulations, by-laws or ordinances.
3. The following uses are permitted on land affected by this order, if otherwise permitted by law:
  - A. The construction and maintenance of catwalks, wharves, boathouses, boat shelters, fences, duckblinds, wildlife management shelters, foot bridges, observation decks and shelters; provided that said structures are so constructed on pilings as to permit the reasonably unobstructed flow of the tide and preserve the natural contour of the marsh;
  - B. The cultivation and harvesting of shellfish, and worms for bait, including such reasonable excavation of the flats as is necessary;
  - C. Commercial and non-commercial outdoor recreation activities including hiking, boating, trapping, hunting, fishing, golf, horseback riding, skeet and trap shooting, and shooting preserves; provided that no structure shall be constructed except in accordance with Paragraph 3A;
  - D. The cultivation and harvesting of agricultural or horticultural products; grazing and haying;
  - E. The installation of floats upon said coastal wetlands.

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4. The Commissioner shall permit the following uses, after written application by the owner and submission of detailed plans, in accordance with such reasonable conditions as he may deem appropriate to protect the public interest. A certificate evidencing any such permission shall be filed in the Registry of Deeds and indexed under the name of the owner of the land:

- A. The construction and maintenance of a driveway of minimum legal and practical width where alternative means of access from a public way to unrestricted land of the same owner is unavailable;
- B. The enlargement to minimum legal and practical width and the maintenance of raised roadways which exist on the effective date of this order;
- C. The installation and maintenance of underground utilities provided the surface of the marsh is restored substantially to its original condition;
- D. The excavation of a small boat mooring slip for non-commercial uses by the owner of the land, provided no spoil is placed upon the marsh.

5. The Commissioner, in his sole discretion, with the approval of the Board of Natural Resources, may permit the following uses after written application by the owner and submission of detailed plans, if he determines the proposed work to be consistent with the purposes of this act; he may impose such conditions as he deems necessary to protect the public interest. A certificate evidencing any such permission shall be filed in the Registry of Deeds and indexed under the name of the owner of the land:

- A. The excavation of boat channels of a size sufficient for single family use; wildlife management impoundments and other such excavations; provided that no fill or other material shall be placed upon the marsh except as may be necessary to construct the retention structure and provide access thereto, and to provide bank stabilization;
- B. The construction of other single lane driveways and paths, including excavation and filling incidental thereto;
- C. The excavation and construction of areas for the cultivation of shellfish and other marine foods;
- D. The construction and maintenance of beaches and boat launching ramps.

6. Except where otherwise authorized in paragraphs 3 through 5 above:

- A. No person shall fill, place or dump on said coastal wetlands any soil, loam, peat, sand, gravel, rock or other mineral substance, refuse, trash, rubbish or debris;
- B. No person shall drain or excavate or dredge said coastal wetlands or remove therefrom loam, peat, sand, gravel, soil, or other mineral substance;
- C. No person shall perform any act or use said coastal wetland in a manner which would destroy the natural vegetation of the coastal wetland, substantially alter existing patterns of tidal flow, or otherwise alter or permit the alteration of the natural and beneficial character of the coastal wetland.

7. As used herein, the word "person" shall include corporations, societies, associations, partnerships, governments and subdivisions and authorities thereof, except where exempted by statute.

8. Any person aggrieved by this Order who has a recorded interest in any portion of the land so affected, within ninety days of receipt of notice thereof, may petition the Superior Court of Essex County to determine whether this Order so restricts the use of this property as to constitute a taking without compensation. A list of the assessed owners of the land so affected is attached hereto and incorporated herein.

WITNESS my hand and seal this 22nd day of October, 1970

*John W. Bunsell*  
Commissioner

APPROVED: BOARD OF NATURAL RESOURCES

*Thomas G. Sullivan*  
*Fredrick J. Crane Jr.*  
*Jeffrey D. Lund*

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COMMONWEALTH OF MASSACHUSETTS

October 22, 1970

ESSEX, SS

Then personally appeared the said Arthur W. Brownell,  
Commissioner of Natural Resources and acknowledged the  
foregoing instrument to be his free act and deed, before  
me.

My commission expires

Aug 16, 1974

*Robert D. [Signature]*  
Notary Public

Newbury Plan No. 1 (continued)

George Little, et al	Milton L. Stott
Herbert C. Little	Juliette M. Stott
Annette Little	Leslie Thurlow
John Mahoney	Richard E. Thurlow
✓ Della P.S. Morse	Clarice M. Thurlow
H. Greenleaf Noyes	Gertrude L. Toppan
Hallet W. Noyes	John J. Whelton
Frank J. Partlow	✓ Division of Fisheries & Game
Nellie W. Partlow	U.S. Fish & Wildlife Service
Benjamin Pearson, Jr.	Essex County Greenbelt Association
Joan Pearson	
Benjamin Pearson, et al	
✓ Alfred W. Perkins	
Edward K. Perkins	
Alice Perkins	
J. Lee Potter	
J. Alfred Reardon	
Joseph D. Rolfe, et al	
Beatrice K. Russell	
Arthur Knight	
Paul S. Ryan	
Ruth D. Ryan	
Edward R. Sanford	
Reynolds Senior	
Berthan Senior	

3-15-71

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2-1

2006110600576 Bk:26263 Pg:506  
11/08/2006 15:54:00 OTHER P# 1/19



**Town Of Newbury**  
Office of  
The Board of Selectmen  
Newbury, Mass. 01951-4799  
978-465-9241  
Fax: 978-465-3064

**TOWN OF NEWBURY**  
**ORDER OF ASSESSMENT**

WHEREAS, pursuant to Chapter 103 of the Acts of 2003, the Town Meeting of the Town of Newbury held on August 7, 2000 and May 23, 2006, appropriated funds for the purpose of funding the Town's share of the costs of a joint sewer and water project with the City of Newburyport to service the Plum Island section of both communities ("the Project"), said amounts totaling \$8,695,000.00 for the costs of the extension of sewer mains to the Plum Island Service Area and \$5,370,000.00 for the costs of the extension of water mains to the Plum Island Service Area; and

WHEREAS the Town, by vote of its Board of Selectmen on August 22, 2006, assessed the cost to the Town of Newbury of the Project by betterment assessments upon those who obtain immediate benefit from the Project by a rate based on the uniform unit method as voted under Article 8 of the warrant of the Special Town Meeting held on October 25, 2005 and amended by Article 13 of the warrant for the Annual Town Meeting held May 23, 2006, which betterment assessments shall be \$10,401.00 per unit for the sewer portion of the Project and \$6,423.00 per unit for the water portion of the Project; and

WHEREAS the Town has elected, under the provisions of Section 12 of Chapter 80 of the General Laws, to send notice to the owner of the land assessed indicating the amount of the assessment for the betterments, and if said owner pays the amount due, no lien shall be recorded; and

WHEREAS we have determined that the parcels of land listed on the attached Schedule, upon the public and private ways listed on the attached Schedule, received from these improvements benefit or advantage beyond the general advantage to the community as a whole and assessed betterments therefore; and

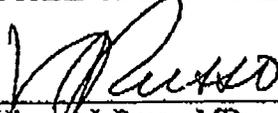
WHEREAS notices shall be sent to the owners of land listed on the attached Schedule on September 1, 2006 indicating the amount of each betterment assessment, and if said owners do not pay the amount due within 30 days thereof, a lien shall be imposed upon said parcels securing repayment of the water portion of the Project within 20 years with interest at a rate of 2% upon the unpaid portion of the principal of the water betterments

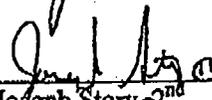
and securing repayment of the sewer portion of the Project within 30 years with interest at a rate of %2.65 upon the unpaid portion of the principal of the sewer betterments;

NOW, THEREFORE, we hereby adopt this statement for the purpose of creating liens to secure the repayment of any unpaid betterment assessments upon each property listed in the attached Schedule.

IN WITNESS WHEREOF, the Board of Selectmen of the Town of Newbury, duly authorized, have signed this notice this 22<sup>nd</sup> day of August, 2006.

TOWN OF NEWBURY  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Vincent J. Russo, MD

  
\_\_\_\_\_  
Joseph Story, 2<sup>nd</sup>

  
\_\_\_\_\_  
Jennifer E. Wright

COMMONWEALTH OF MASSACHUSETTS

Essex. Ss.

On this 22<sup>nd</sup> day of August, 2006, before me, the undersigned Notary Public, personally appeared Vincent J. Russo, MD, Joseph Story, 2<sup>nd</sup>, and Jennifer F. Wright, the members of the Board of Selectmen of the Town of Newbury, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for the stated purpose on behalf of the Town of Newbury.



KATHLEEN T. SIROIS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 3, 2012

  
\_\_\_\_\_  
Notary Public

My commission expires:  
August 3, 2012

Town of Newbury, Massachusetts Plum Island - Plum Bush -- Water/Sewer Project		Schedule of Properties for Betterment Assessment		Person Liable to Assessment - Owner as of May 11, 2006		BETTERMENT	
Map-Lot	Book-Page	Property Address	Owner	Owner #2	UNITS	UNITS	UNITS
Parcel Id	St #	St Address			# of Water	# of Sewer	
R49-0-2	09141 0573	PLUM ISLAND TPKE	VAN LOAN, JOHN A.		1.00	1.00	1.00
R49-0-3	DOC#374388	PLUM ISLAND TPKE	HARTIGAN ROBERT	MASTRANGELO LOUIS	2.00	2.00	2.00
R49-0-4	DOC#305669	PLUM ISLAND TPKE	NIXON MICHAEL	NIXON MARIA	1.00	1.00	1.00
R49-0-5	02645 7250	PLUM ISLAND TPKE	BAKER JEFFREY		1.00	1.00	1.00
R49-0-7	14209-10	PLUM ISLAND TPKE	RICHARDSON KENNETH + ARLENE TR	RICHARDSON MASSACHUSETTS R T	1.00	1.00	1.00
R49-0-8	16506-67	PLUM ISLAND TPKE	HORDON KATHLEEN R TRUSTEE	EAGLE RIDGE R T	1.00	1.00	1.00
R50-0-9	4686 565	PLUM ISLAND TPKE	STOTT JULIETTE M		1.00	1.00	1.00
R51-0-1	24852-395	PLUM ISLAND TPKE	HARTNETT JOHN D JR TRS	GUNNERS REST REALTY TRUST	1.00	1.00	1.00
R51-0-10	22479-505	PLUM BUSH DOWNS	MORSE BONITA J TRUSTEE	PLUM BUSH REALTY TRUST	1.00	1.00	1.00
R51-0-11	09414 0403	PLUM BUSH DOWNS	GALLANT MICHELE		1.00	1.00	1.00
R51-0-12	09414 0396	PLUM BUSH DOWNS	BATCHELDER SCOTT K	BATCHELDER LINDA	1.00	1.00	1.00
R51-0-13	15047-289	PLUM BUSH DOWNS	MARSHALL KERI J TRUSTEE	ROCKET TRUST	1.00	1.00	1.00
R51-0-14	09414 0388	PLUM BUSH DOWNS	GALLANT PETER D. +	RICHARDSON PAMELA A.	1.00	1.00	1.00
R51-0-15	16718-511	PLUM BUSH DOWNS	WILKINSON PAUL		1.00	1.00	1.00
R51-0-2	12098-150	PLUM ISLAND TPKE	DYE JENNIFER L		1.00	1.00	1.00
R51-0-3	16084-97	PLUM ISLAND TPKE	DEVINE DONALD TRUSTEE	WINCHESTER R.T.	2.00	2.00	2.00
R51-0-4	23225-91	PLUM BUSH DOWNS	DASHEVSKY SHERYL A TRUSTEE	GRBAT BLUE HERON NOMINEE R T	1.00	1.00	1.00
R51-0-5	16030-259	PLUM BUSH DOWNS	NOYES DUNCAN L	NOYES BONNIE L	1.50	1.50	1.50
R51-0-6	23321-328	PLUM BUSH DOWNS	COMBAU PHILLIP L	COMEAU SANDRA R	1.00	1.00	1.00
R51-0-7	14619-83	PLUM BUSH DOWNS	WILLIAMS ROGER D	WILLIAMS CARLA CACCIATORE	1.00	1.00	1.00
R51-0-8	21633-458	PLUM BUSH DOWNS	MAHONEY PATRICIA K	NORMA MCKAY J	1.00	1.00	1.00
R51-0-9	21822-211	PLUM BUSH DOWNS	CARLETON JOHN T	CARLETON ANNE K	1.00	1.00	1.00
U01-0-10	23967-373	FORDHAM WY	TUTHILL GENEVIEVE M		1.00	1.00	1.00
U01-0-101	07343 0357	SUNSET DR	TEUSCH THOMAS B	TEUSCH CHRISTINA K	1.00	1.00	1.00
U01-0-102	22747-96	SUNSET DR	LIPKIND LESLIE A	LIPKIND LESLIE H	1.00	1.00	1.00
U01-0-104	19827-20	GIRARD WY	LEO ANTHONY G	JEWETT-LEO DENISE M	1.00	1.00	1.00
U01-0-105	23408-2	GIRARD WY	PETTY THOMAS E		1.00	1.00	1.00
U01-0-107	08491 0132	GIRARD WY	SPELLMAN JOHN H ETAL	C/O SPELLMAN ANDREW	1.00	1.00	1.00
U01-0-108	12572-186	GIRARD WY	LALLY MARGARET L		1.00	1.00	1.00
U01-0-109	13711-104	SOUTHERN BL	BURSAW JONATHAN N	BURSAW ANDREA J	1.00	1.00	1.00
U01-0-11	14353-310	FORDHAM WY	TOLPIN DANIEL W	TOLPIN HARRIET G	1.00	1.00	1.00
U01-0-110	18901-318	SOUTHERN BL	ZBIG ROBERT A	ZEIBIG HEIDI A	1.00	1.00	1.00
U01-0-111	25527-480	SOUTHERN BL	DOWNEY WOLCOFF M TRUSTEE	W & E DOWNEY REALTY TRUST	1.00	1.00	1.00
U01-0-112	12353-161	SOUTHERN BL	RUPPERT EMILY HUNTER		1.00	1.00	1.00
U01-0-114	10485 0303	FORDHAM WY	IVASKA PAUL R	IVASKA LINDA M	1.50	1.50	1.50
U01-0-118	06988 0752	FORDHAM WY	DEMPSEY DONALD		1.00	1.00	1.00
U01-0-12	06920 0388	FORDHAM WY	SAWYER WILLARD J	SAWYER ELLEN L	1.00	1.00	1.00
U01-0-120	15704-218	FORDHAM WY	TABER GARY	TABER NANCY	1.00	1.00	1.00
U01-0-121	18137-497	SUNSET DR	TABER NANCY M	TABER GARY J	1.00	1.00	1.00
U01-0-122	08012 0146	HARVARD WY	SAWYER JAMES G		1.00	1.00	1.00

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U01-0-122A	16306-568	41	SUNSET DR	SAWYER GREGORY M	SAWYER KAREN J	1.00	1.00
U01-0-123	06794 0592	30	HARVARD WY	CALLAHAN THELMA K		1.00	1.00
U01-0-125	25547-15	26	HARVARD WY	GORENFLO THOMAS A		1.00	1.00
U01-0-126	06426 0317	24	HARVARD WY	CECIL ROBERT		1.00	1.00
U01-0-127	17540-97	20	HARVARD WY	RAY MARY JANE	RAY CHARLES	2.00	2.00
U01-0-128	10659 0069	18	HARVARD WY	BURGESS KENDRA THERIAULT		1.00	1.00
U01-0-129	14277-571	16	HARVARD WY	BURGESS TRUSTEE PETER H	RICOCHET RLTY TR	1.00	1.00
U01-0-13	13099-572	26	FORDHAM WY	LEVESQUE DONALD R	LEVESQUE KATHRYN J	1.00	1.00
U01-0-130	12868-263	14	HARVARD WY	CAHOON BEVERLY R		1.00	1.00
U01-0-131	18301-197	58	SOUTHERN BL	BECKER PHILIP J	BECKER JANET L	2.00	2.00
U01-0-133	14102-79	3	GIRARD WY	HENNESSEY JUDITH A		1.00	1.00
U01-0-134	25278-287	5	GIRARD WY	HATCH DONALD		1.00	1.00
U01-0-135	14639-464	7	GIRARD WY	MANDRAGOURAS DAVID M	MANDRAGOURAS JILL A	1.00	1.00
U01-0-137	23880-11	13	GIRARD WY	FORSYTHE CHARLOTTE		1.00	1.00
U01-0-138	15599-133	47	SUNSET DR	BASILE LAUREN J	CARR TROY D	1.50	1.50
U01-0-14	24084-10	24	FORDHAM WY	GEIGER JULLIAN R		1.00	1.00
U01-0-140	22558-241	22	INDEPENDENCE WAY	MCCARTHY JOHN F TRUSTEE	MOONLIGHT MILE REALTY TRUST	1.00	1.00
U01-0-141	17366-553	20	INDEPENDENCE WAY	ROMANOS DANIEL R	ROMANOS DAINNE B	1.00	1.00
U01-0-144	16072-570	12	INDEPENDENCE WAY	COWIE MAUREEN		1.00	1.00
U01-0-147	15177-558	6	INDEPENDENCE WAY	BOGERT JOHN M		1.00	1.00
U01-0-149	4531 326	68	SOUTHERN BL	MARTINS ANTHONY	MARTINS JANICE E	1.00	1.00
U01-0-15	21735-318	22	FORDHAM WY	AQUAMARINE THE LLC		1.00	1.00
U01-0-151	16311-441	64	SOUTHERN BL	AHERN LAURIE	GLASHEEN JOSHUA M	1.00	1.00
U01-0-152	22584-484	15	HARVARD WY	WRIGHT JENNIFER F		1.00	1.00
U01-0-153	16653-379	17	HARVARD WY	SHEEHAN KEVIN P	SHEEHAN LYNNE P	1.00	1.00
U01-0-154A	06638 0295	23	HARVARD WY	RUFO KATHLEEN M		1.00	1.00
U01-0-154B	18398-476	25	HARVARD WY	CLIFF WILLIAM JR	CLIFF MARY ANNE	1.00	1.00
U01-0-155	12420-395	27	HARVARD WY	CAPOLUPO MARY ANN	CHANDLER DANIEL TRUSTEES	1.00	1.00
U01-0-156	07054 0533	19	INDEPENDENCE WAY	HANSBURY WILLIAM ETAL	C/O MARGARET SHALDONE	1.00	1.00
U01-0-157	12586-419	57	SUNSET DR	BAMBERG JANET C		1.00	1.00
U01-0-158	12878-510	59	SUNSET DR	O'ROURKE KIM		1.00	1.00
U01-0-158A	12878-511	20	JACKSON WY	O'ROURKE KIM		1.00	1.00
U01-0-158B	12921-277	18	JACKSON WY	PIKE MARCIA F		1.00	1.00
U01-0-159	13828-360	16	JACKSON WY	LEE CLIVE TRUSTEE	JACKSON WAY REALTY TRUST	1.00	1.00
U01-0-16	21735-260	18	FORDHAM WY	AQUAMARINE THE LLC		3.00	3.00
U01-0-160	21998-247	14	JACKSON WY	NAY MARY ANNE TRUSTEE	CBM REALTY TRUST	1.00	1.00
U01-0-161	06581 0055	12	JACKSON WY	AHAM PETER F	AHAM DOROTHY A	1.00	1.00
U01-0-162	06848 0596	10	JACKSON WY	PETTY STANLEY W	PETTY ALICE F	1.00	1.00
U01-0-163	21837-322	8	JACKSON WY	DUBECK MARK	DUBECK BARBARA WEINER	1.00	1.00
U01-0-164	6022 474	6	JACKSON WY	PALTRINIERI JOHN	PALTRINIERI MARIE C	1.00	1.00
U01-0-165	6091 691	4	JACKSON WY	SAWYER JAMES G		1.00	1.00
U01-0-166	14294-51	74	SOUTHERN BL	ROAF DONNA	MCGLEW STEVEN C	1.00	1.00
U01-0-167	11352-34	72	SOUTHERN BL	SAWYER RALPH C		1.00	1.00
U01-0-168	15869-78	3	INDEPENDENCE WAY	SAWYER JOHN J TRUSTEE	NANCY LEWIS REALTY TRUST	1.00	1.00
U01-0-168A	15884-564	1	INDEPENDENCE WAY	SAWYER RALPH C +	SAWYER JAMES G	1.00	1.00
U01-0-172	12850-3	11	INDEPENDENCE WAY	PIMENTAL LINDA		1.00	1.00
U01-0-173	06839 0504	15	INDEPENDENCE WAY	PIMENTAL MANUEL	PIMENTAL LINDA	1.00	1.00

U01-0-174	12849-508	17	INDEPENDENCE WAY	PIENTAL LINDA		1.00	1.00
U01-0-177	13317-537	18	TEMPLE BLVD WE	LEPORE SANDRA		1.00	1.00
U01-0-179	07324-0503	14	TEMPLE BLVD EA	LEAHY RICHARD J JR	LEAHY CAROLYN P	1.00	1.00
U01-0-18	07864-0357	14	FORDHAM WY	CYR NANCY B	CYR ROBERT CYR	2.00	2.00
U01-0-180	23562-1	12	TEMPLE BLVD BA	LEAHY CAROLYN P	LEAHY CAROLYN P	1.00	1.00
U01-0-182	23693-439	82	SOUTHERN BL	LEAHY RICHARD J JR	MEARS DIANE W	1.00	1.00
U01-0-183	14483-113	80	SOUTHERN BL	MEARS JOHN H	ROBINSON SUSANNE RUTH	2.00	2.00
U01-0-184	23362-52	78	SOUTHERN BL	ROBINSON D JOHN	WILKINS LIVING TRUST	1.00	1.00
U01-0-185	23860-351	1	JACKSON WY	WILKINS PAULINE H TRUSTEE		2.00	2.00
U01-0-186	15228-311	3	JACKSON WY	KNIGHT TED A		1.00	1.00
U01-0-187	6002-7890	7	JACKSON WY	SCHOENE JANET	SCHOENE ELIZABETH R	1.00	1.00
U01-0-188	14540-189	9	JACKSON WY	ELLEN JANICE		1.00	1.00
U01-0-189	13331-451	11	JACKSON WY	CROMWELL DUANE	CROMWELL MANDY A	1.00	1.00
U01-0-20	24506-377	10	FORDHAM WY	MCKENZIE JOSEPH E	MCKENZIE DENISE A	1.00	1.00
U01-0-21	07304-0026	8	FORDHAM WY	MOORE ROLAND A	MOORE VIRGINIA	2.00	2.00
U01-0-22	25258-494	6	FORDHAM WY	MCKENZIE JOSEPH E	MCKENZIE DENISE A	1.00	1.00
U01-0-23	15794-406	4	FORDHAM WY	SARADJIAN MARTIN L & MARGARET	SARADJIAN PETER M & MATTHEW	1.00	1.00
U01-0-24	15794-405	2	FORDHAM WY	SARADJIAN MARTIN L & MARGARET	SARADJIAN PETER M & MATTHEW	1.00	1.00
U01-0-25	07454-0403	81	SOUTHERN BL	WILLEY CLIFFORD L +	DUCOTT ROBERT C	2.00	2.00
U01-0-26	24506-376	11	FORDHAM WY	SAFIRE LLC		1.00	1.00
U01-0-27	20144-32	15	FORDHAM WY	DAY ROBERT C	DAY BARBARA A	1.00	1.00
U01-0-28	21735-244	17	FORDHAM WY	AQUAMARINE THE LLC		3.00	3.00
U01-0-29	21735-251	19	FORDHAM WY	AQUAMARINE THE LLC		1.00	1.00
U01-0-3	22337-506	39	SOUTHERN BL	SMITH EDWARD J		1.00	1.00
U01-0-30	12745-250	21	FORDHAM WY	VIERA PAULA	C/O VIERA LEO	1.00	1.00
U01-0-31	16002-564	23	FORDHAM WY	MURPHY BARRY M TRUSTEE	FORDHAM WAY-NEWBURY R T	1.00	1.00
U01-0-32	15764-31	25	FORDHAM WY	MEEHAN TIMOTHY J	LANHAM LISA	1.00	1.00
U01-0-34	09750-0511	5	HARVARD WY	GROUARD MAUREEN K	O'ROURKE MARION I	1.00	1.00
U01-0-35	11016-208	7	HARVARD WY	MCHUGH JAMES H	MCHUGH ERIN B	1.00	1.00
U01-0-36	03P0003FEI	63	SOUTHERN BL	ANGELL ARTHUR C JR		1.00	1.00
U01-0-37	25702-95	67	SOUTHERN BL	MCHUGH JAMES H	MCHUGH ERIN B	1.00	1.00
U01-0-38	23241-510	69	SOUTHERN BL	AQUAMARINE THE LLC		1.00	1.00
U01-0-39	23241-510	71	SOUTHERN BL	AQUAMARINE THE LLC		1.00	1.00
U01-0-4	12952-25	41	SOUTHERN BL	LAMY SANDRA E	MILAD P A + STBFANIK J M	1.50	1.50
U01-0-42	15757-288	6	HARVARD WY	POLLARD JOSEPH R	POLLARD BETH	2.00	2.00
U01-0-44	12888-563	33	FORDHAM WY	SIMMONS JEFFREY	SIMMONS CAROLYN P	1.00	1.00
U01-0-45	12616-208	35	FORDHAM WY	TROUT HARRY	TROUT MARY C TRUSTEE	1.00	1.00
U01-0-47	21957-360	39	FORDHAM WY	WESCOTT ROSS B	WESCOTT MARILYN H	1.00	1.00
U01-0-48	15161-629	49	SOUTHERN BL	SMITH EUGENE J TRUSTEE	THE LOIS SMITH QUAL PERSL	1.00	1.00
U01-0-49	22896-372	51	SOUTHERN BL	PENG DAVID TRUSTEE	CECERE-PENG JAYNE TRUSTEE	1.00	1.00
U01-0-5	11624-526	42	FORDHAM WY	BENBERT PAULA		1.00	1.00
U01-0-50	11363-289	55	SOUTHERN BL	ACKERLY SCOTT	ACKERLY JEAN	1.00	1.00
U01-0-51A	24038-223	57	SOUTHERN BL 1	BECKER MARY J TRUSTEE	MARY J BECKER TRUST	1.00	1.00
U01-0-51B	24038-223	57	SOUTHERN BL 2	BECKER MARY J TRUSTEE	MARY J BECKER TRUST	1.00	1.00
U01-0-51C	24038-223	57	SOUTHERN BL 3	BECKER MARY J TRUSTEE	MARY J BECKER TRUST	1.00	1.00
U01-0-51D	24038-223	57	SOUTHERN BL 4	BECKER MARY J TRUSTEE	MARY J BECKER TRUST	1.00	1.00
U01-0-51E	24038-223	57	SOUTHERN BL 5	BECKER MARY J TRUSTEE	MARY J BECKER TRUST	1.00	1.00

U01-0-51F	24038-223	157	SOUTHERN BL 6	BECKER MARY J TRUSTEE	MARY J BECKER TRUSTEE	1.00	1.00
U01-0-53	24038-223	8	HARVARD WY	BECKER MARY J TRUSTEE	MARY J BECKER TRUST	2.00	2.00
U01-0-55	12966-579	15	DARTMOUTH WY	GILL MARY E		1.00	1.00
U01-0-56	18310-156	17	DARTMOUTH WY	BECKER PHILIP J	BECKER JANET	1.00	1.00
U01-0-57	25741-140	19	DARTMOUTH WY	BRUNACCINI LAWRENCE F	BRUNACCINI DOROTHY R	1.00	1.00
U01-0-58	16724-206	21	DARTMOUTH WY	HOEY MICHAEL N	HOEY VIRGINIA R	1.00	1.00
U01-0-59	4407 360	23	DARTMOUTH WY	ALDRIDGE BYRON	ALDRIDGE MARY T	1.00	1.00
U01-0-61	09370 0186	3	YALE WY	DANGO CYNTHIA J DEMAS JOHANNA	NASHAWATY BARBARA A	1.00	1.00
U01-0-62	25248-163	16	EXETER WY	MOSHO WILLIAM S	MOSHO ALICE	1.00	1.00
U01-0-63	5883 1180	14	EXETER WY	RAMBUS JAMES D		1.00	1.00
U01-0-64	19500-308	12	EXETER WY	LYNCH STEPHEN R		1.00	1.00
U01-0-65	15594-253	10	EXETER WY	BRADLEY CAROLE	VEZINAT JUDITH	1.00	1.00
U01-0-66	06831 0287	8	EXETER WY	VEZINAT JUDITH A		1.00	1.00
U01-0-69	12724-418	2	YALE WY	CHASE CLARK IV	CHASE BARBARA B	1.00	1.00
U01-0-7	13047-456	40	FORDHAM WY	JONES LESTER P	JONES NANCY E	1.00	1.00
U01-0-71	13666-205	17	SUNSET DR	BROWN CAROLE MARIE		1.00	1.00
U01-0-72	09570 0375	19	SUNSET DR	BAKER BROOK K	BAKER JUDITH K	1.00	1.00
U01-0-75	16515-30	27	SUNSET DR	LIFFMANN STANLEY M	LIFFMAN DOROTHY K	1.00	1.00
U01-0-76A	11964-349	68	FORDHAM WY	CASSIDY JOHN D	CASSIDY ANN T	1.00	1.00
U01-0-78	10015 0363	60	FORDHAM WY	BOIKE RUTH E		1.00	1.00
U01-0-79	21071-37	56	FORDHAM WY	J.D BEACHOUSE REALTY TRUST		1.00	1.00
U01-0-8	14209-1	38	FORDHAM WY	KIRKPATRICK SUSAN LEONE	KIRKPATRICK SCOTT D	1.00	1.00
U01-0-81	12966-100	50	FORDHAM WY	LOJEK JOSEPH E	LOJEK MARIE M TRUSTEES	1.00	1.00
U01-0-82	14351-504	48	FORDHAM WY	CONNELLY DANIEL W	CONNELLY LORRAINE	1.00	1.00
U01-0-83	22703-508	44	SOUTHERN BL	WECHSLER SANFORD	WECHSLER MARY E	1.00	1.00
U01-0-84	25767-437	42	SOUTHERN BL	TRIBBLE THOMAS A +	BYERS SUSAN J	1.00	1.00
U01-0-87	22760-473	11	DARTMOUTH WY	MORRIS JOEN G TRUSTEE	PLUM ISLAND NOMINEE TRUST	1.00	1.00
U01-0-9	12616-208	36	FORDHAM WY	TROUT HARRY R JR	TROUT MARY C TRUSTEES	1.00	1.00
U01-0-90	06935 0271	5	EXETER WY	PULBO JOSEPH	PULEO JOYCE	1.00	1.00
U01-0-91	22419-108	7	EXETER WY	BRADLEY DANIEL P TRUSTEE	BRADLEY CAROLE M TRUSTEE	1.00	1.00
U01-0-93	15586-582	11	EXETER WY	COLLIER NANCY A		1.50	1.50
U01-0-94	16406-362	13	EXETER WY	JOHNSON FREDERICK D SR	JOHNSON DEBORAH TRUSTEES	1.00	1.00
U01-0-96	24800-463	17	EXETER WY	SANDBERG CHRISTINE M TR	CHRISTINE M SANDBERG FAMILY TR	1.00	1.00
U01-0-98	5911 461	25	SUNSET DR	CASSIDY MAURICE J	C/O CASSIDY FORGE	1.00	1.00
U01-0-99	5911 461	23	SUNSET DR	CASSIDY MAURICE J	C/O CASSIDY FORGE	1.00	1.00
U02-0-1	21159-402	32	NORTHERN BL	DAVIS DAVID	DOWNES JUDITH G	1.00	1.00
U02-0-100	09867 0450	3	O'CONNORS CT	WINSLOW HARRY F III	MERONET MARYALICE	1.00	1.00
U02-0-103	10529 0052	15	COLUMBIA WY	VASSALLO ROBERT J	VASSALLO LYNN	1.00	1.00
U02-0-105	22839-67	19	COLUMBIA WY	PAPARELLA LINDA MURRAY		1.00	1.00
U02-0-106	07381 0346	21	COLUMBIA WY	POTRY ARTHUR L	POTRY BEVERLY	1.00	1.00
U02-0-107	N/A	23	COLUMBIA WY	RODGERS SHIRLEY M		1.00	1.00
U02-0-108	25808-491	25	COLUMBIA WY	MCGUIRE GEORGE	JUMP JOAN	1.00	1.00
U02-0-109	12567-354	6	SOUTHERN BL	PALMER SHAND S	PALMER DARREN E	2.00	2.00
U02-0-11	17507 0260	20	NORTHERN BL	STOKES BRENDAN D	STOKES HANNAH-MARITHA	1.50	1.50
U02-0-111	11605-387	34	PLUM ISLAND BL	WILLIAMSON DAVID	WILLIAMSON MARY	1.00	1.00
U02-0-112	12848-285	32	PLUM ISLAND BL	JOSHI GRANDCHILDREN TRUST	ASHOK KUMAR JOSHI TRUSTEE	1.00	1.00

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U02-0-113	96738 0725	30	PLUM ISLAND BL	MOULTON RAYMOND D	MOULTON KAY MARTHA	2.00	2.00
U02-0-115	23390-148	26	PLUM ISLAND BL	CAPOLUPO RICHARDE TRUSTEE	CAPOLUPO CARLA J TRUSTEE	1.00	1.00
U02-0-116	24239-467	24	PLUM ISLAND BL	TURQUOISE THE LLC	C/O BLUE THE INN	1.00	1.00
U02-0-117	16954-180	1	O'CONNORS CT	CONNELLY MICHAEL S	JEWETT STEVEN	1.00	1.00
U02-0-119	25555-257	9	ANNAPOLIS WAY WEST	ALDORD MARK W		1.00	1.00
U02-0-12	14808-360	16	NORTHERN BL	DESALVO STEPHEN A	DESALVO CATHERINE T	1.00	1.00
U02-0-120	14331-531	11	ANNAPOLIS WAY WEST	MOULTON RAYMOND D JR	MOULTON KAY MARTHA IR	1.00	1.00
U02-0-121	23505-295	13	ANNAPOLIS WAY WEST	CROWTHER DONALD E TRUSTEE	PLUM ISLAND REALTY TRUST THE	1.00	1.00
U02-0-122	24494-222	20	PLUM ISLAND BL	BREEN CHARLES R	BREEN KATHLEEN B	2.00	2.00
U02-0-123	12254-436	18	PLUM ISLAND BL	SINTON LESTER R	SINTON NANCY C	1.50	1.50
U02-0-123A	12671-314	18	R PLUM ISLAND BL	RANIBRI JEANNE R	RANIERI HELEN	1.00	1.00
U02-0-124	6233 057	16	PLUM ISLAND BL	LUCAS MARY ANN		1.00	1.00
U02-0-125	16622-130	14	PLUM ISLAND BL	MAHONEY EVELYN R	MAHONEY FRANCIS M	2.00	2.00
U02-0-125A	22971-52		PLUM ISLAND BL	MAHONEY EVELYN R	MAHONEY FRANCIS M	1.00	1.00
U02-0-125B	16622-127	3	ISLAND LN	MAHONEY EVELYN R	MAHONEY FRANCIS M	2.00	2.00
U02-0-126	19217-307	5	O'CONNORS CT	LOBO JEFFREY	LOBO ELSA H.C.	1.00	1.00
U02-0-127	11317-255	4	O'CONNORS CT	O'DONNELL JANET		1.00	1.00
U02-0-128	13155-472	2	O'CONNORS CT	NAULT JOHN E		1.00	1.00
U02-0-129	08146 0088	10	PLUM ISLAND BL	DUSTIN LINDA	DUSTIN GALE W	1.00	1.00
U02-0-130	3692 534	8	PLUM ISLAND BL	PLUM IS TAXPAYERS ASSOCIA	C/O GERALDINE DORR	1.00	1.00
U02-0-131	15270-63	4	PLUM ISLAND BL	WEBBER KENNETH G	WEBBER MARY A	1.50	1.50
U02-0-132	15473-528	2	PLUM ISLAND BL	FRIERY MARK S TRUSTEE	RINKOO-TEI REALTY TRUST	3.00	3.00
U02-0-133	12030-560	5	SUNSET DR	CAPPELLUZZO THOMAS P		1.00	1.00
U02-0-133A	15362-383	7	SUNSET DR	DIBENEDETTO ELLEN P	DIBENEDETTO ANTHONY T	1.00	1.00
U02-0-134	07174 0492	3	BRYN MAWR WY	DESMOND MICHAEL W	DESMOND JANICE C	1.00	1.00
U02-0-135	17023-380	4	ISLAND LN	TUCKER JENNIFER R	BLANCHET CHRISTOPHE L	1.00	1.00
U02-0-136	19430-585	2	ISLAND LN	PORT RICHARD	PORT ANTOINETTE P	1.00	1.00
U02-0-137	09447 0212	24	OLD POINT RD	OSBORNE DONNA	OSBORNE STEVEN	1.00	1.00
U02-0-144	15734-342	20	OLD POINT RD	GEORGES PAUL R		2.00	2.00
U02-0-145	21464-347	20	OLD POINT RD	MURPHY PETER		1.00	1.00
U02-0-146	24338-522	18	OLD POINT RD	SWIERZEWSKI DAVID J	O'CONNELL LESLI	1.00	1.00
U02-0-149	12976-75	16	OLD POINT RD	L DONALD PHILLIPS TRUST	FIRST NATIONAL BANK OF IPSWICH	1.00	1.00
U02-0-15	10667 0363	4	5TH ST	BUZZOTTA GERALDINE V		1.00	1.00
U02-0-151	12289-375	12	OLD POINT RD	DOBSON IMALDA M TRUSTEE	OLD POINT TWELVE R T	2.00	2.00
U02-0-152	12289-381	10	OLD POINT RD	DOBSON IMALDA M TRUSTEE	OLD POINT TEN REALTY TRUST	1.00	1.00
U02-0-153	13707-419	8R	OLD POINT RD	MACHROS ANGELO S	MACHROS JOYCE B TRUSTEES	3.00	3.00
U02-0-154	5930 711	2	OLD POINT RD	MACHROS ANGELO S	MACHROS JOYCE B	2.00	2.00
U02-0-155	13707-419	11	MCLEOD AV	MACHROS ANGELO S	MACHROS JOYCE B TRUSTEE	1.00	1.00
U02-0-156	13707-419	12	R OLD POINT RD	MACHROS ANGELO S	MACHROS JOYCE B TRUSTEE	1.00	1.00
U02-0-157	13707-419	14	MCLEOD AV	MACHROS ANGELO S	MACHROS JOYCE B TRUSTEES	1.00	1.00
U02-0-16	10811-517	14	NORTHERN BL	TOBIN FRANCIS P	TOBIN BARBARA J	1.00	1.00
U02-0-160	13707-419	12	MCLEOD AV	MACHROS ANGELO S	MACHROS JOYCE B TRUSTEES	1.00	1.00
U02-0-161	13707-419	10	MCLEOD AV	MACHROS ANGELO S	MACHROS JOYCE B TRUSTEES	1.00	1.00
U02-0-162	13707-419	8	MCLEOD AV	MACHROS ANGELO S	MACHROS JOYCE B TRUSTEES	1.00	1.00
U02-0-164	11659-584	4	MCLEOD AV	MACHROS GARY A	MACHROS LESLIE K	1.50	1.50
U02-0-165	10098 0393	5	A PLUM ISLAND BL	MACHROS ANGELO S	MACHROS JOYCE B + GARY A	2.50	2.50
U02-0-166	09070 0503	7	PLUM ISLAND BL	GOULDTHORPE ALBA L +	GOULDTHORPE ROBERT A SR	1.00	1.00

U02-0-168	PR#96P2583	5	OLGA WY	WEBBER, DONALD		1.00	1.00
U02-0-17	06371 0660	12	NORTHERN BL	SULLIVAN GERALDINE A		1.00	1.00
U02-0-170	24689-402	9	OLGA WY	9 OLGA WAY, LLC		1.00	1.00
U02-0-172	15763-309	6	OLGA WY	MCHALE CASEY	REYNOLDS JESSICA D	1.00	1.00
U02-0-173	08200 0119	11	PLUM ISLAND BL	FLANAGAN MARGUERITE G		1.00	1.00
U02-0-174	07878 0156	13	PLUM ISLAND BL	MAHONEY DANIEL F		2.00	2.00
U02-0-178	18729-202	15	PLUM ISLAND BL	KEARNEY JUNE F	LANCASTER CAROL A &	1.00	1.00
U02-0-179	11628-7	17	PLUM ISLAND BL	STEVENS LEO C	STEVENS DORIS M	1.00	1.00
U02-0-18	21464-347	10	NORTHERN BL	MURPHY PETER		1.00	1.00
U02-0-180	16460-192	5	DONNA'S WY	PEARSON CHARON L		1.00	1.00
U02-0-181	5620 127	7	DONNA'S WY	CARITO ANGELO	CARUTO JOSEPHINE R	1.00	1.00
U02-0-182	09216 0526	9	DONNA'S WY	GINGRAS RICHARD A	GINGRAS BARBARA	1.00	1.00
U02-0-183	11706-39	13	6TH ST	FORDHAM THOMAS R JR	FORDHAM BELINDA K	1.00	1.00
U02-0-185	24239-467	4	DONNA'S WY	TOURQUOISE THE LLC	C/O BLUE THE INN	1.00	1.00
U02-0-186	13719-456	19	PLUM ISLAND BL	SLIWA ALAN	HAWKINS-SLIWA SUSAN	1.50	1.50
U02-0-187	24239-467	23	PLUM ISLAND BL	TURQUOISE THE LLC	C/O BLUE THE INN	3.00	3.00
U02-0-19	3906-159	8	NORTHERN BL	KODZIS ANTHONY A	KODZIS LENA A	1.00	1.00
U02-0-190	08937 0462	4	ROY AV	LEONARD TIMOTHY A	LEONARD SANDRA L	1.50	1.50
U02-0-191	11888-583	27	PLUM ISLAND BL	CHAISSON DAVID P	C/O L+M PROPERTIES	2.00	2.00
U02-0-192	11771-54	29	PLUM ISLAND BL	DUCOIT ROBERT C JR		2.00	2.00
U02-0-193	14638-94	5	COLLINS WY	BLOUIN AIME J JR	BLOUIN JANIS R TRUSTEES	1.00	1.00
U02-0-194	13486-387	31	PLUM ISLAND BL	PLUM ISLAND ENTERPRISES INC		1.00	1.00
U02-0-195	13486-387	3	NORTHERN BL	PLUM ISLAND ENTERPRISES INC		1.00	1.00
U02-0-196	21021-111	5	NORTHERN BL	SEARS KENNETH	SEARS GAIL	3.00	3.00
U02-0-197	18846-274	7	COLLINS WY	KIRBY ANDREW C		1.00	1.00
U02-0-198	5747 417	7	2ND ST	HOLT WAYNE C	HOLT MARILYN	1.00	1.00
U02-0-2	24343-327	30	NORTHERN BL	ROBERTSON MARIORY D	ROBERTSON DOUGLAS C	1.00	1.00
U02-0-200	06876 0753	7	ROY AV	ATCHUS JEANNETTE R	HTUB REALTY TRUST	1.00	1.00
U02-0-201	16098-420	8	ROY AV	JASKOLKA EDALENA L	PERILLO JOSEPH A	1.00	1.00
U02-0-202	08611 0344	6	2ND ST	LOWRY THADDEUS J	LOWRY DOROTHY S	1.00	1.00
U02-0-203	24373-66	4	2ND ST	JONES CHRISTOPHER	JONES PAMELA B DAWE	1.00	1.00
U02-0-204	14464-68	7	NORTHERN BL	HOLTGREFE JOHN J II	HOLTGREFE MICHELE R TRUSTEES	1.00	1.00
U02-0-205	13917-101	11	NORTHERN BL	HOLTGREFE JOHN J	HOLTGREFE MICHELE R TRUSTEES	2.00	2.00
U02-0-206	13115-69	3	4TH ST	RANCATORE ANITA		1.00	1.00
U02-0-208	25199-185	7	4TH ST	STOKES TR JOHN F	STOKES TR MARGARET C	1.00	1.00
U02-0-209	25052-84	9	ROY AV	SHORT ROXANNE R		1.00	1.00
U02-0-210	18823-61	10	DONNA'S WY	SCALES SEAN	LAWRENCE MELISSA	1.00	1.00
U02-0-211	23365-410	12	DONNA'S WY	CORLEY JAMES A JR	CORLEY ROBIN A	1.00	1.00
U02-0-212	18824-285	10	4TH ST	FUGH GREGG	FUGH CATHERINE	1.00	1.00
U02-0-213	24790-342	8	4TH ST	CHRISTY WILLIAM F	CHRISTY CRISTINA	1.00	1.00
U02-0-214	22211-169	6	4TH ST	SCOYNE ELIZABETH		1.00	1.00
U02-0-215	16079-34	4	4TH ST	DIRUZZA CHRISTINE T		1.00	1.00
U02-0-215A	15898-37	15	NORTHERN BL	WHITTEN JERRARD		1.00	1.00
U02-0-216	14291-392	17	NORTHERN BL	DJANNI ALBINO	DJANNI PATRICIA M	1.00	1.00
U02-0-217	13700-150	5	6TH ST	EMERY ROSS M	EMERY LORRAINE B	1.00	1.00
U02-0-218	16406-352	7	6TH ST	FORDHAM THOMAS R	FORDHAM BELINDA K	2.00	2.00
U02-0-219	15158-409	9	6TH ST	MANNING EDW B + LORRAINE J	TRUSTEE OF PETER RT	1.00	1.00

U02-0-220	11864-498	16	6TH ST	GUILLET MARGARET N		1.00	1.00
U02-0-221	16673-365	12	6TH ST	MUSSEL ISLAND COMPANY LLC		1.00	1.00
U02-0-222	24495-471	10	6TH ST	MCGUIRE DONNA M		1.00	1.00
U02-0-223	16579-477	8	6TH ST	ADOLPH BRIAN F	CHAKARIAN CARRIE L	1.00	1.00
U02-0-224	11390-212	6	6TH ST	MOORE KEVIN W	MOORE MAURA	1.00	1.00
U02-0-225	22893-544	4	6TH ST	KEATING PATRICK J	FORBES PATRICIA A	1.00	1.00
U02-0-227	12772-244	23	NORTHERN BL	MILLER ELLIOTT M	MILLER MAUREN E	1.00	1.00
U02-0-228	6153 751	25	NORTHERN BL	FAULKNER ROBERT C	FAULKNER DIANNE R	1.00	1.00
U02-0-229	13242-201	5	8TH ST	HULME WALTER H	HULME JOAN M TRUSTEES	1.00	1.00
U02-0-231	11729-125	15	10TH ST	ISABELLE KAREN	JENKS DENNIS TRUSTEES	1.00	1.00
U02-0-234	16651-6		8TH ST	PHILLIPS DOROTHY G TRUSTEE	UNICORN REALTY TRUST	1.00	1.00
U02-0-236A	12945-370	27	NORTHERN BL	MULLEN EDMUND	MULLEN CAROL TRUSTEES	1.00	1.00
U02-0-237	06844 0023	31	NORTHERN BL	SANBORN GAIL		1.00	1.00
U02-0-238	14242-537	3	10TH ST	MCLEROTH SUB A	MCLEROTH KENT S	1.00	1.00
U02-0-23A	24034-425	6A	NORTHERN BL 1	FARRELL MARK E		1.00	1.00
U02-0-23B	24243-513	6B	NORTHERN BL 2	FARRELL MARK E		1.00	1.00
U02-0-23C	24950-95	6C	NORTHERN BL 3	FARRELL MARK E		1.00	1.00
U02-0-240	07718 0538	7	10TH ST	WOOD GEOFFREY	WOOD LINDA	1.00	1.00
U02-0-241	12551-358	11	10TH ST	WALLERSTEIN PATRICIA G		1.00	1.00
U02-0-242	18193-295	13	10TH ST	NOVAK PAUL TRUSTEE	THIRTEEN TENTH ST NOMINBE R T	1.00	1.00
U02-0-244	22179-68	17	10TH ST	BARLOW KEVIN M	BARLOW LISA	1.50	1.50
U02-0-25	13651-530	4	NORTHERN BL	LANGIS WILLIAM J	LANGIS JOAN C	1.00	1.00
U02-0-26	24749-433	2	NORTHERN BL	SAFIRE LLC	C/O BLUE THE INN	3.00	3.00
U02-0-29	11032-173	1	SOUTHERN BL	WILLIAMSON DAVID H	RISMAN MARY B	1.00	1.00
U02-0-30	15784-384	3	SOUTHERN BL	LEONARD LEE B TRUSTEES	LEONARD PRISCILLA F	1.00	1.00
U02-0-32	12548-178	25	ANNAPOLIS WY	BENNETT JOHN P ETAL	BENNETT PLUM ISLAND TRUST	1.00	1.00
U02-0-33	15776-160	27	ANNAPOLIS WY	DRINKWATER JOHN R	DRINKWATER EDITH C	1.00	1.00
U02-0-34	25593-497	29	ANNAPOLIS WY	TZITZENIKOS TRUSTEE MULTIADDES	TZITZENIKOS TRUSTEE PHYLLIS A	1.00	1.00
U02-0-35	13616-361	31	ANNAPOLIS WY	AZZARITO CECILIA R	AZZARITO JOSEPH F TRUSTEES	1.50	1.50
U02-0-36	23210-535	35	ANNAPOLIS WY	BATCHELDER STEPHEN P	BATCHELDER JANE G	1.00	1.00
U02-0-37	07544 0281	37	ANNAPOLIS WY	NEE THOMAS G		1.00	1.00
U02-0-38	18686-563	39	ANNAPOLIS WY	CONNORS KATHLEEN M		1.00	1.00
U02-0-39	12483-428	41	ANNAPOLIS WY	BANDOIAN STEPHEN J	BANDOIAN LUCY TRUSTEES	2.00	2.00
U02-0-4	19299-27	26	NORTHERN BL	CHRIST HENRY A	CHRIST SUSAN S	1.00	1.00
U02-0-40	21928-67	29	SOUTHERN BL	PRIZER WILLIAM M III	PRIZER JACQUELINE A	1.00	1.00
U02-0-41	22343-392	31	SOUTHERN BL	SARKADY MARC D		1.00	1.00
U02-0-43	10759-193	35	SOUTHERN BL	DOLBERG HELEN C		1.00	1.00
U02-0-44	5163 568	37	SOUTHERN BL	LOJKO HELEN C		1.00	1.00
U02-0-45	14998-586	25	SOUTHERN BL	COTE BARBARA A	COTE RICHARD E	1.00	1.00
U02-0-46	11614-345	40	ANNAPOLIS WY	DONOVAN JOHN L	DONOVAN AGNES H	1.00	1.00
U02-0-48	22657-172	34	ANNAPOLIS WY	KILTY TIMOTHY E		1.50	1.50
U02-0-49	13999-289	32	ANNAPOLIS WY	PARE ALBERT A III		1.00	1.00
U02-0-50	5995 799	30	ANNAPOLIS WY	TZITZENIKOS MULTIADDES	TZITZENIKOS PHYLLIS A	1.00	1.00
U02-0-51	18847-326	26	ANNAPOLIS WY	STANTON JAMES F	STANTON PATRICIA D	1.00	1.00
U02-0-52	07411 0524	22	ANNAPOLIS WY	STOTT BRUCE M	STOTT LINDA V	1.00	1.00
U02-0-53	22358-259	9	SOUTHERN BL	HERZLICH M VALORI TRUSTEE	M. VALORI HERZLICH 1992 REVO T	1.00	0.00

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U02-0-54	20951-438	13	SOUTHERN BL	AINSWORTH CHARLES H TRUSTEE	AINSWORTH KATHLEEN L TRUSTEE	1.00	1.00
U02-0-55	602 20259	15	SOUTHERN BL	ALOI FREDERICK J	ALOI MARCELINE A	1.00	1.00
U02-0-56	23069-94	17	SOUTHERN BL	FORSYTHE CHARLOTTE TRUSTEE	17 SOUTHERN BLVD REALTY TRUST	1.00	1.00
U02-0-57	06314 0309	21	SOUTHERN BL	GOLDSMITH JOSEPH F JR	GOLDSMITH MARY E	1.00	1.00
U02-0-58	12806-348	23	SOUTHERN BL	MERCHASIN ROBERT	MERCHASIN CAROL ANN	1.00	1.00
U02-0-59	10719-136	34	SOUTHERN BL	WECKBACHER ALBERT F	ROGERS SANDRA R	1.00	1.00
U02-0-60	22003-463	32	SOUTHERN BL	OTTING ERICH B	OTTING JULIE	1.00	1.00
U02-0-62	21996-434	28	SOUTHERN BL	KILTY NANCY S		2.00	2.00
U02-0-63	13168-247	26	SOUTHERN BL	ANDREWS LESLIE		1.00	1.00
U02-0-64	07315 0083	24	SOUTHERN BL	SCIOLETTI RONALD		1.00	1.00
U02-0-65	07524 0366	22	SOUTHERN BL	CALLAHAN JAMES M	CALLAHAN DIANE	1.00	1.00
U02-0-66	12952-575	18	SOUTHERN BL	GARRITY RUSSELL J	GARRITY ANNE M	1.00	1.00
U02-0-67	22612-29	28	COLUMBIA WY	ARNETTE GARY L	ARNETTE JANET L	1.00	1.00
U02-0-68	22298-291	26	COLUMBIA WY	LEAVITT MAURA G		1.00	1.00
U02-0-69	15708-357	24	COLUMBIA WY	COX RALPH F		1.00	1.00
U02-0-70	06414 0251	22	COLUMBIA WY	ABBOTT ROBERT M JR	SHEA KAREN E	1.50	1.50
U02-0-71	10718-042	20	COLUMBIA WY	ABBOTT ROBERT M JR	ABBOTT KAREN S	1.00	1.00
U02-0-73	18359-595	16	COLUMBIA WY	SHAY TIMOTHY J	SHAY DAWN M	1.00	1.00
U02-0-74	5609 196	14	COLUMBIA WY	THOMAS ROBERT C	THOMAS JEANNE	1.00	1.00
U02-0-75	18600-245	12	COLUMBIA WY	HILLS LINDA A TRUSTEE	12 COLUMBIA WAY TRUST	1.00	1.00
U02-0-76	20439-92	6	BRYN MAWR WY	FINIGAN GEORGE F	FINIGAN DONNA M	1.00	1.00
U02-0-77	6256 070	4	BRYN MAWR WY	MARTEL JANICE		1.00	1.00
U02-0-78	6001 332	11	SUNSET DR	MINIHANE DENIS	MINIHANE JANET A	1.00	1.00
U02-0-80	06941 0405	15	SUNSET DR	MINIHANE DENIS V +	MINIHANE JANET	1.00	1.00
U02-0-82	20377-1	24R	COLUMBIA WY	MAIR EDWARD M	LESLEY JANE S	1.00	1.00
U02-0-83	12952-575	28	DARTMOUTH WY	GARRITY DONALD P TRUSTEE	ISLAND REALTY TRUST	1.00	1.00
U02-0-84	12036-391	26	DARTMOUTH WY	FISLER PARKE	FISLER CHRISTINE M	1.00	1.00
U02-0-85	21617-248	24	DARTMOUTH WY	CALLAHAN THELMA K		1.00	1.00
U02-0-86	25851-193	22	DARTMOUTH WY	BENOIT PAULINE L		1.00	1.00
U02-0-87	12500-419	20	DARTMOUTH WY	BRSKINE BARRY		1.00	1.00
U02-0-88	20675-237	18	DARTMOUTH WY	QUINN JOANNE L		1.00	1.00
U02-0-89	18747-174	16	DARTMOUTH WY	DYER SAMUEL III TRUSTEE	IRVING-DYER SHERRY TRUSTEE	1.00	1.00
U02-0-90	20016-235	14	DARTMOUTH WY	GANDT ARTHUR R	GANDT MARY P	1.00	1.00
U02-0-91	11342-252	12	DARTMOUTH WY	BAIRD MARY LOUM		1.00	1.00
U02-0-92	15898-51	14	SOUTHERN BL	MERCHASIN ROBERT K	MERCHASIN CAROL M	1.00	1.00
U02-0-94	5977 246	10	SOUTHERN BL	GAUTHIER ROBERT R	GAUTHIER ANNA M	1.00	1.00
U02-0-95	17440-234	16	ANNAPOLIS WAY WES	BELSITO RAYMOND	BELSITO CHRISTINE	1.00	1.00
U02-0-96	4536 35	14	ANNAPOLIS WAY WES	MOSHER FRANCES CONSTANCE		1.00	1.00
U02-0-97	11251-509	12	ANNAPOLIS WAY WES	DAUBITZ PAUL	DAUBITZ LAURA JEAN	1.50	1.50
U02-0-98	19476-331	10	ANNAPOLIS WAY WES	DAUBITZ PAUL C JR TRUSTEE	PLUM ISLAND BEACH TRUST	2.00	2.00
U03-0-1	5647 168	8	JOHNSON RD	GREENE ALFRED W	GREENE BARBARA A	1.00	1.00
U03-0-10	15033-85	9	MELODY LN	GRIBBLING ERICH R	GRIBBLING PATTI-JEAN	1.00	1.00
U03-0-100	4323 209	5	14TH ST	O'ROURKE CHARLOTT B P	C/O KAREN HUMEON	1.00	1.00
U03-0-101	11346-44	7	14TH ST	SMITH ALLEN	SMITH DIANE	0.00	1.00
U03-0-102	16430-338	9	14TH ST	RUSHFORD SCOTT A	RUSHFORD LISA J	1.00	1.00
U03-0-103	14687-160	11	14TH ST	SPAZIANO JAMES J TRUSTEE	MY STAR REALTY TRUST	1.00	1.00
U03-0-104	06448 0794	117	14TH ST	SEABERG CAROL	PHILCRANTZ JEFFREY	1.00	1.00

U03-0-106	5192-242	18	14TH ST	RYAN WILLIAM P	RYAN CLAIRE C	1.00	1.00
U03-0-107	14715-248	16	14TH ST	PHILLIPS WILLIAM F	BIDDISCOMBE SHARON	1.00	1.00
U03-0-108	15675-575	14	14TH ST	CARON SHERRY L	FURNARI FRANK J	1.00	1.00
U03-0-109	14087-231	12	14TH ST	NEALER JANET BRAUN		1.00	1.00
U03-0-11	5365 306	14	MELODY LN	WOODBURY ELEANOR C	C/O VICKIE WOLPER	1.00	1.00
U03-0-110	15406-261	10	14TH ST	LYNCH CONSTANCE J TRUSTEE	CONSTANCE J LYNCH LIVING TRT	1.00	1.00
U03-0-111	20905-264	8	14TH ST	O'HARA MICHAEL R TRUSTEE	8 FOURTEENTH ST P   REALTY TR	1.00	1.00
U03-0-112	16954-207	6	14TH ST	MASHBURN MELISSA M	BBAL, THOMAS R	1.00	1.00
U03-0-115	16212-539	47	NORTHERN BL	DALY GRACE E	COOK WENDY E	1.00	1.00
U03-0-117	25669-144	9	16TH ST	LANE DONALD	LANE DONNA M	1.00	1.00
U03-0-119	5423 134	13	16TH ST	RAMSDEN WALLACE	RAMSDEN PATRICIA S	1.00	1.00
U03-0-120	22165-463	17	16TH ST	SMITH CHRISTOPHER J	SMITH TRACEY A	1.00	1.00
U03-0-122	23846-105	21	16TH ST	GOVER ROBERT	GOVER JOANNE	1.00	1.00
U03-0-123	18891-543	24	16TH ST	GERROIR PAUL F	GERROIR FRANCES M	1.00	1.00
U03-0-125	3422-271	22	16TH ST	DONOGHUE JOSEPH P JR	C/O CAROL MOFFITT	1.00	1.00
U03-0-126	11639-498	20	16TH ST	CLARK MIRIAM	RIVERMOOR LANDING APT 52	1.00	1.00
U03-0-127	20013-15	22	20TH ST	COLEBURN MARY LOU	COLEBURN WILLIAM C	1.00	1.00
U03-0-128	12465-171	20	20TH ST	FLORIS STEVEN TRUSTEE	FLORIS IRREVOCABLE TRUST	1.00	1.00
U03-0-129	19541-75	18	20TH ST	ELMALEH DAVID R		1.00	1.00
U03-0-130	11375-275	16	20TH ST	DEGRENIER ELIZABETH L		1.00	1.00
U03-0-131	06726 0581	14	R	MCCARTHY ROBERT	MCCARTHY JBANNIE M	1.00	1.00
U03-0-133	19284-512	10	20TH ST	WAREHAM TIMOTHY F	WAREHAM STEPHANIE S	1.00	1.00
U03-0-135	09378 0476	11	20TH ST	DORR LAWRENCE J JR		1.00	1.00
U03-0-136	21972-118	15	20TH ST	MAHONEY MARY T	MAHONEY ROBERTA	1.00	1.00
U03-0-137	07954 0137	19	20TH ST	MAHONEY PATRICK F. +	MAHONEY JEAN	1.00	1.00
U03-0-138	18130-464	10	16TH ST	NOVAK PAUL M TRUSTEE	CFWN REALTY NOMINEE TRUST	1.00	1.00
U03-0-139	5806 477	8	16TH ST	MULLIGAN HUBERT	MULLIGAN DEIDRE A	1.00	1.00
U03-0-14	16014-477	8	MELODY LN	WENGLIN IRIS		1.00	1.00
U03-0-141	06954 0564	49	NORTHERN BL	MADIGAN GERALDINE +	DORR LAWRENCE	1.50	1.50
U03-0-142	15756-411	51	NORTHERN BL	PAULUS JEFFREY S TRUSTEE	51 NORTHERN BLVD R.T.	2.50	2.50
U03-0-143	15726-151	3	18TH ST	HAMILTON DEBORAH R		1.00	1.00
U03-0-145	3229 559	4	18TH ST	DUNNE NELLIE T	C/O EDWARD DUNNB	1.00	1.00
U03-0-146	16256-398	53	NORTHERN BL	RICE THOMAS E	RICE MARIAN ETAL	1.00	1.00
U03-0-147	11120-68	55	NORTHERN BL	TURNER JOSEPH P	TURNER SANDRA A	1.00	1.00
U03-0-148	12851-228	3	20TH ST	MACDONALD ALAN R	RASSIAS ANITA	1.00	1.00
U03-0-149	07805 0031	8	20TH ST	PENELL ROBERT R +	SACHSE KAREN L	1.00	1.00
U03-0-150	16726-9	6	20TH ST	DELUCA DAVID F		1.00	1.00
U03-0-151	18803-152	4	20TH ST	AGUILAR VICTORIA B	AGUILAR FLORENCIO G	1.00	1.00
U03-0-152	23253-481	59	NORTHERN BL	MORSBACH ELEANOR A		1.00	1.00
U03-0-153	19479-223	63	NORTHERN BL	FLYNN STEPHEN L	FLYNN DIANE L	1.00	1.00
U03-0-154	19228-148	3	22ND ST	COLLINS LINDA M		1.00	1.00
U03-0-155	18867-142	5	22ND ST	KAZMER ANDREW JAMES	KAZMER GINDIE H	1.00	1.00
U03-0-156	5859 556	6	22ND ST	DOHERTY WILLIAM J	DOHERTY MARY O	1.00	1.00
U03-0-157	09826 0439	65	NORTHERN BL	RIVARD BRIAN		1.00	1.00
U03-0-158	23801-207	69	NORTHERN BL	RICHARD MCDONNELL ETAL		1.00	1.00
U03-0-159	13095-223	67	NORTHERN BL	NICOLosi VINCENT J	NICOLosi CLAIRE B TRUSTEES	1.00	1.00
U03-0-16	09247 0394	4	MELODY LN	CORBATO FERNANDO J	CORBATO EMILY S	1.00	1.00

U03-0-160	10304 0381	16	24TH ST	GUTHRIE FREDERICK L	ISLAND HOUSE REALTY TRUST	1.00	1.00
U03-0-161	10275 0364	4	24TH ST	FRANGIPANE SUSAN TRUSTEE		1.00	1.00
U03-0-162	07347 0052	75	NORTHERN BL	SROKA JOAN V		1.00	1.00
U03-0-163	07831 0240	4	26TH ST	SPINELLA AUSTIN J JR +	ADLER HEIDI	2.00	2.00
U03-0-164A	16640-330	79	NORTHERN BL	COSTELLO JILL		1.00	1.00
U03-0-165	24160-111	81	NORTHERN BL	MORGAN JOYCE V	YEO KATHRYN MORGAN	1.00	1.00
U03-0-166	DOC363970-	3	28TH ST	HENDRICKSON WENDY T	HENDRICKSON RICHARD W	1.00	1.00
U03-0-167	13148-504	4	28TH ST	WHELAN THOMAS J	G M WHELAN RESIDENCE TRUST	1.00	1.00
U03-0-168	24865-33	85	NORTHERN BL	GIRARD JEAN GUY	GIRARD CAROLYN M	1.00	1.00
U03-0-169	14434-350	87	NORTHERN BL	BREWSTER STEVEN A	BENASHKI KATHLEEN M	1.00	1.00
U03-0-17	11317-452	2	MELODY LN	WISHNOK JOHN	CHAFFEE JUDITH	1.00	1.00
U03-0-170	23358-73	89	NORTHERN BL	STONE SHIRLEY	KINTZ ROBERT & BARBARA	1.50	1.50
U03-0-171	12917-557	91	NORTHERN BL	BEATY MARJORIE INGALLS		1.00	1.00
U03-0-172	22921-145	3	32ND ST	MALONEY DENISE M	MALONEY PAUL F	1.00	1.00
U03-0-173	17281-560	95	NORTHERN BL	DMARTINO ROBERT B	DMARTINO KRISTINA L	1.00	1.00
U03-0-174	12583-111	94	NORTHERN BL	LARUE DANIEL		1.00	1.00
U03-0-175	20380-64	92	NORTHERN BL	FAIRCLOUGH DOUGLAS J TRUSTEE	D FAIRCLOUGH REALTY TRUST	1.00	1.00
U03-0-176	22244-52	88	NORTHERN BL	BOLTON KAREN		1.00	1.00
U03-0-177	11017-86	86	NORTHERN BL	RESERVITZ GEORGE B	RESERVITZ PHYLLIS E	1.00	1.00
U03-0-179	12364-377	84	NORTHERN BL	DETTORRE FRANK P JR	DETTORRE JUDITH F	1.00	1.00
U03-0-180	13279-410	82	NORTHERN BL	MURPHY KERRY		1.00	1.00
U03-0-181	5273 421	80	NORTHERN BL	DAIGE GLORIA A		1.00	1.00
U03-0-183	24251-297	72	NORTHERN BL	ADINOLFI JULIE A		1.00	1.00
U03-0-185	24803-555	64	NORTHERN BL	DELIBERO BARBARA J TRUSTEE	BARBARA J DELIBERO REVOC TR	1.00	1.00
U03-0-186	16430-323	60	NORTHERN BL	LAROCHE CYNTHIA		1.00	1.00
U03-0-187	17779-197	58	NORTHERN BL	FLORIO CHRISTINE M TRUSTEE	PMNEMN NOMINEE TRUST	1.00	1.00
U03-0-188	11784-313	52	NORTHERN BL	MCKALLAGAT JOHN A CUST	LINCOLN TRUST	1.00	1.00
U03-0-189	24722-399	50	NORTHERN BL	SARKADY MARC D		1.00	1.00
U03-0-190	15192-159	48	NORTHERN BL	ERICKSON CARL PETER	ERICKSON CANDACE C	1.00	1.00
U03-0-191	06366 0005	46	NORTHERN BL	DINAPOLI JOSEPH		1.00	1.00
U03-0-192	06375 8515	42	NORTHERN BL	CASAGRANDE DIRK	CASAGRANDE WERA	1.00	1.00
U03-0-194	14529-373	40	NORTHERN BL	ROSS BARBARA J		1.00	1.00
U03-0-195	12520-263	36	NORTHERN BL	ETZEL CYNTHIA E		1.00	1.00
U03-0-196	15207-448	3	11TH ST	FLYNN DIANE L	FLYNN STEPHEN L	3.00	3.00
U03-0-26	06338 0714	9	HUTCHINS RD	METIVIER PAUL R	METIVIER DEBRA A	1.00	1.00
U03-0-27	25736-478	7	HUTCHINS RD	LANCASTER JEAN L		1.00	1.00
U03-0-29	23952-453	44	OLD POINT RD	TYKULSKY ALEXANDER		1.00	1.00
U03-0-3	12745-452	4	JOHNSON RD	ROSS MALCOLM W JR	ROSS KELLY A	1.00	1.00
U03-0-31	25856-236	40	OLD POINT RD	ABT BRIAN J	ABT EMILY B	1.00	1.00
U03-0-33	09916 0320	38	OLD POINT RD	DOBSON EMALDA M TRUSTEE	OLD POINT THIRTY-EIGHT R T	1.00	1.00
U03-0-34	15571-88	6	HUTCHINS RD	SMALL STEFANIA A	ROCK JUNE A	1.00	1.00
U03-0-35	15101-451	10	HUTCHINS RD	SULLIVAN WILLIAM R JR TRUSTEE	SEAPORT REALTY TRUST OF NBY	1.00	1.00
U03-0-36	13659-89	12	HUTCHINS RD	KELL DEBORAH A	THURLOW AMY A TRUSTEES	1.00	1.00
U03-0-39	06938 0001	40	14TH ST	KELLEY JOHN P	KELLY MELODY	1.00	1.00
U03-0-40	06938 0001	36	OLD POINT RD	KELLEY JOHN P	KELLY MELODY	1.00	1.00
U03-0-41A	15644-387	30	OLD POINT RD	COLFER ROBERT J		1.00	1.00
U03-0-41B	13640-67	32	OLD POINT RD	YANAKAKIS HEIDB		1.00	1.00

U03-0-42	08650 0540	32	R	OLD POINT RD	GRAVES RUSSELL D		1.00	1.00
U03-0-44	15200-582	26		OLD POINT RD	MURRAY WILLIAM E	MURRAY COLLEEN B	1.00	1.00
U03-0-46	6271 566	23		OLD POINT RD	NOONAN WILLIAM T	NOONAN JEAN R	1.00	1.00
U03-0-49	08582 0074	22		12TH ST	HIBBARD RICHARD W	HIBBARD PHYLLIS M	1.00	1.00
U03-0-5	15306-112	50		OLD POINT RD	GURLITZ ROBIN P	GURLITZ DANIEL G	1.00	1.00
U03-0-50	20747-458	23		14TH ST	COOPER CYNTHIA E		1.00	1.00
U03-0-51	16171-489	22		OLD POINT RD	SODERSTROM PHILIP	SODERSTROM MARY	1.00	1.00
U03-0-52	09676 0536	22	R	OLD POINT RD	PETERSON ROBERT F	PETERSON GERALDINE P	1.00	1.00
U03-0-54	09135 0455	39		16TH TEE	ROMANO ALAN M	LUSSIER SUZANNE	1.00	1.00
U03-0-56	5836 398	16		HUTCHINS RD	TINDLE ROBERT F	TINDLE MARY JOAN	1.00	1.00
U03-0-57	117901-380	14		HUTCHINS RD	WYNN JEAN S		1.00	1.00
U03-0-59	06591 0110	18		HUTCHINS TR	BARRETT RONALD P		1.50	1.50
U03-0-6	07643 0286	5		MELODY LN	CORBATO EMILY S	CORBATO FERNANDO J	1.00	1.00
U03-0-61	5836 398	15		HUTCHINS RD	TINDLE ROBERT F	TINDLE MARY JOAN	1.00	1.00
U03-0-62	07017 0292	14		HUTCHINS TR	CONNOLLY DANIEL J		1.00	1.00
U03-0-63	16315-334	20		HUTCHINS TR	SLANE JAMES J		1.00	1.00
U03-0-64	14882-389	47		16TH TEE	WHITTEMORE S PATRICK		1.00	1.00
U03-0-65	12596-111	16	R	HUTCHINS TR	WALLACE MICHAEL	WALLACE BETTINA	1.00	1.00
U03-0-66	07206 0578	41		16TH TEE	TINGLEY PETER	TINGLEY ELIZABETH	1.00	1.00
U03-0-67	23681-310	43		16TH TEE	COULOURAS GEORGE E		1.00	1.00
U03-0-68	12825-471	45		16TH TEE	COUGHLIN BERNARD		1.00	1.00
U03-0-69	22341-242	23		16TH ST	HORAZ DEBORAH		1.00	1.00
U03-0-7	15033-85	7		MELODY LN	GRIEBLING ERICH R	GRIEBLING PATTI-JEAN	1.00	1.00
U03-0-71	15683-258	38		16TH TEE	SPANG EDWARD J	SPANG DARLENE M	1.00	1.00
U03-0-72	5199 680	22		14TH ST	FAIRBROTHER ARTHUR W	FAIRBROTHER GLORIA J	1.00	1.00
U03-0-73	15190-440	21		14TH ST	MANGION STEPHEN MACK		1.00	1.00
U03-0-75	23556-505	18		10TH ST	WYMAN LOUIS E		1.00	1.00
U03-0-77	6094 450	14		10TH ST	HUNT KEVIN D		1.50	1.50
U03-0-78	5476 672	10		10TH ST	TAMAGNA DOMINIC M	TAMAGNA CAROLE	1.50	1.50
U03-0-79	25290-255	8		10TH ST	BROOK MICHAEL C		2.00	2.00
U03-0-8	10405-221	11		MELODY LN	VLADECK SUSAN C		1.00	1.00
U03-0-80	4549 330	6		10TH ST	BAKER RICHARD B	BAKER JOANNE C	1.00	1.00
U03-0-81	23333-307	4		10TH ST	KRAEUTLER JAMES A		1.00	1.00
U03-0-82	20475-73	35		NORTHERN BL	MERCHASIN ROBERT	MERCHASIN CAROL	2.00	2.00
U03-0-83	14305-119	37		NORTHERN BL	VAN DAM NEAL		1.00	1.00
U03-0-86	11091-432	7		12TH ST	BARRETT LOUISE T	BARRETT RALPH G	1.00	1.00
U03-0-88B	23223-1	15		12TH ST	NOVAK RICHARD P	NOVAK JOSEPHINE P	1.00	1.00
U03-0-89	07216 0408	19		12TH ST	NOVAK EUGENE M	NOVAK WANDA J	1.00	1.00
U03-0-90	13684-125	18		12TH ST	FOUNTAIN TIM S	SPALLDING SARAH T	1.00	1.00
U03-0-91A	18130-465	16		12TH ST	FLORIO CHRISTINE M		1.00	1.00
U03-0-93	12866-131	10		12TH ST	BAYKO MICHAEL J JR		1.00	1.00
U03-0-94	22235-473	8		12TH ST	KIRKPATRICK MICHAEL TRUSTEE	WESOLOWSKI RITA M TRUSTEE	1.00	1.00
U03-0-95	21770-176	6		12TH ST	MAHONEY CHERYL A		1.00	1.00
U03-0-96	07641 0505	39		NORTHERN BL	CAPOLUPO WAYNE	CAPOLUPO MARY ANN	1.00	1.00
U03-0-97	16046-594	41		NORTHERN BL	FICHERA JOHN		1.00	1.00
U03-0-99	5106 578	3		14TH ST	O'ROURKE CHARLOTTE P	C/O KAREN HIMEON	1.00	1.00
U04-0-1	11519-532	99		NORTHERN BL	DAVIS LAWRENCE A TRUSTEE	L.A.D. FAMILY TRUST	1.00	1.00

U04-0-10	24866-6	40TH ST	4	BAUERMEISTER ANDREAS	BAUERMEISTER LEONIDA A	1.00	1.00
U04-0-101	20201-51	49TH ST	5	LETIZIA JEANETTE E	GOVER JOANNE M	1.00	1.00
U04-0-102	10385 0228	49TH ST	7	LLOYD COURTNEY A	LLOYD ANN P	1.00	1.00
U04-0-103	22556-240	49TH ST	9	DANIELS THOMAS R	DANIELS MARGERY H	1.00	1.00
U04-0-104	17647-289	49TH ST	11	VAROSKI DANIEL J TRUSTEE	VAROSKI REALTY TRUST	1.00	1.00
U04-0-108	24319-221	49TH ST	12	ABLOW KEITH R		1.00	1.00
U04-0-109	16555-292	49TH ST	10	ATHERTON PETER A TRUSTEE	ATHERTON KAREN ANNE TRUSTEE	1.00	1.00
U04-0-11	13916-499	40TH ST	2	NORMANDIN BARBARA TRUSTEE	THOMPSON FAMILY NOMINEE TRUST	1.00	1.00
U04-0-110	24048-463	49TH ST	8	TAYLOR JOHN C III	TAYLOR CAROLE MARY	1.00	1.00
U04-0-111	5149 3450	49TH ST	6	GANGI DAVID A	GANGI CHERYL F	1.00	1.00
U04-0-112	14125-190	49TH ST	4	ZALENSKI GLENNA		1.00	1.00
U04-0-113	17376-520	49TH ST	2	MOLD LOUISE M		1.00	1.00
U04-0-114	10962-167	NORTHERN BL	142	MAHONEY WILLIAM J	MAHONEY MARGARET N	1.00	1.00
U04-0-115	10912-430	47TH ST	3	CHOOIJIAN HAROLD ETUX	CHOOIJIAN MARGARET TRUSTEES	1.50	1.50
U04-0-116	10834-115	47TH ST	5	LA BRANCHE JANE M		1.00	1.00
U04-0-118	13299-277	47TH ST	9	CHOOIJIAN HAROLD	CHOOIJIAN MARGARET	1.00	1.00
U04-0-119	6230 432-433	47TH ST	15	HALKIOTIS PENELOPE	MATTHEWS HELEN	1.00	1.00
U04-0-12	12334-171	NORTHERN BL	117	KEVILLE MADELEINE TRUSTEE	MARITHA KEVILLE NOMINEE TRUST	1.00	1.00
U04-0-122	13214-42	47TH ST	10	COLLYER MICHAEL M	COLLYER CLAUDIA A	1.00	1.00
U04-0-124	09698 0417	47TH ST	4	MATTHEWS PETER B	MATTHEWS THERESA J	1.00	1.00
U04-0-125	10033 0224	NORTHERN BL	140	KRESS WILLIAM J	KRESS BETTY-JANE	1.00	1.00
U04-0-126	21991-411	45TH ST	1	COOPER WILLIAM S JR	FRESHER ALLISON H	1.00	1.00
U04-0-127	5807 661	45TH ST	5	CARRIER GERALD J		1.00	1.00
U04-0-128	12301-413	45TH ST	7	BURKE JOHN F JR	BURKE JOAN M	1.00	1.00
U04-0-129	15277-594	45TH ST	9	CAVALLARO CHARLES	CAVALLARO BRENDA G	1.00	1.00
U04-0-13	11784-367	42ND ST	3	BLANCHARD LORRAINE C M	BLANCHARD ROLANDE	1.00	1.00
U04-0-130	17765-346	45TH ST	11	HOWARD JOHN W	HOWARD JANE D TRUSTEES	1.50	1.50
U04-0-133	07412 0148	45TH ST	10	ROGERS DALE F	ROGERS MARCIA B	1.00	1.00
U04-0-136	5864 303	45TH ST	6	DUXBURY EARL R	DUXBURY BEVERLY H	1.00	1.00
U04-0-137	16491-562	45TH ST	4	BONVIE R J SR + ANNA M		1.00	1.00
U04-0-139	23043-570	NORTHERN BL	134	AQUAMARINE THE LLC		3.00	3.00
U04-0-140	06336 0307	43RD ST	3	MCNEAL JANE F		1.00	1.00
U04-0-141	14677-563	43RD ST	5	MAGNER CRAIG P	MAGNER CYNTHIA L K	1.00	1.00
U04-0-144	25775-335	43RD ST	10	ZARELLA FREDK J VENERA M TRTS	THE FREDERICK J ZARELLA REV T	1.00	1.00
U04-0-145	25775-335	43RD ST	8	ZARELLA FREDK J VENERA M TRTS	THE FREDERICK J ZARELLA REV T	2.00	2.00
U04-0-146	6092 582	43RD ST	6	SADOWSKI EDWARD S	SADOWSKI ROSA A	1.00	1.00
U04-0-147	06811 0123	NORTHERN BL	132	CHAROS GEORGE J		1.00	1.00
U04-0-148	18615-35	NORTHERN BL	130	OLSON DONALD	OLSON GAIL A	1.00	1.00
U04-0-149	23354-296	41ST ST	3	BINELLI ANN	BINELLI FRANK & BINELLI MARIE	1.00	1.00
U04-0-150	08814 0434	41ST ST	5	HOBBS FREDERICK B	HOBBS DEBORAH L	1.00	1.00
U04-0-151	24792-2	41ST ST	7	SULLIVAN ELLEN F		1.00	1.00
U04-0-152	11293-493	41ST ST	10	SHERMAN LON G	SHERMAN LESLIE A	1.00	1.00
U04-0-153	11516-489	41ST ST	6	FERLAZZO LESLIE A	FERLAZZO SUSAN C	1.00	1.00
U04-0-154	15099-588	41ST ST	4	NORMAN THOMAS A	C/O HEIDI WEBBER	1.00	1.00
U04-0-155	07593 0533	NORTHERN BL	128	KOZLOWSKI RONALD F	KOZLOWSKI BEVERLY	1.00	1.00
U04-0-156	18145-384	NORTHERN BL	126	REGAN DENNIS J	REGAN MARY K	1.00	1.00
U04-0-157	109355 0178	39TH ST	3	MILLS RAYMOND E	MILLS HELEN M	2.00	2.00

U04-0-158	09847 0556	5	39TH ST	DELUCA ARMAND A	SPENCE RUMI S	1.00	1.00
U04-0-16	16349-196	4	BASIN FRONT DR	ADAMS ELIZABETH & NANCY TRS	CO A ADAMS	1.00	1.00
U04-0-162	16151-44	4	39TH ST	RICHARDS FRANCES D TRUSTEE	RICHARDS FRANCIS J TRUSTEE	1.00	1.00
U04-0-163	13274-527	124	NORTHERN BL	DIBURRO KATHLEEN A TRUSTEE	DIBURRO NOMINEE TRUST	1.00	1.00
U04-0-164	14100-427	122	NORTHERN BL	PICARD FAMILY TRUST	C/O JOHN PICARD	1.00	1.00
U04-0-165	11887-69	3	37TH ST	HOLMES DAVID G	HOLMES RUTHE	1.50	1.50
U04-0-169	22107-35	120	NORTHERN BL	RUSSO VINCENT J TRUSTEE	RUSSO SHEILA KAY TRUSTEE	1.00	1.00
U04-0-17	5961 319	6	42ND ST	NIEJADLIK EDWIN J	NIEJADLIK JOYCEE	1.00	1.00
U04-0-170	6018 191	118	NORTHERN BL	RUSSO VINCENT J	RUSSO SHEILA K	1.00	1.00
U04-0-172	6138 308	3	35TH ST	LOVEDAY ROSEMARY		1.00	1.00
U04-0-174	13575-197	4	35TH ST	SMITH STEPHEN J		1.00	1.00
U04-0-176	12586-109	108	NORTHERN BL	NARKIEWICH STEPHEN P	PERKINS DARYL A	1.00	1.00
U04-0-178	07374 0324	106	NORTHERN BL	MORRIS CHRISTINE E		1.00	1.00
U04-0-179	12243-235	104	NORTHERN BL	MORRIS CHRISTINE	DUMONT GABRIEL O JR	1.00	1.00
U04-0-18	13782-565	121	NORTHERN BL	BLANCHARD ROLAND		1.00	1.00
U04-0-180	08890 0274	100	NORTHERN BL	PLATINE ELIZABETH E	PLATINE RALPH W	2.00	2.00
U04-0-181	12119-192	98	NORTHERN BL	BINDER DAVID P		1.00	1.00
U04-0-19	16415-168	123	NORTHERN BL	RUBIN NORMAN	MATZ PAMELA J	1.00	1.00
U04-0-2	09826 0270	101	NORTHERN BL	HEALY DIANA W	AKA MINTON DIANA	1.50	1.50
U04-0-20	6244 015	125	NORTHERN BL	WAGSTAFF CLAIRE G ETAL		1.00	1.00
U04-0-21	10977-523	3	44TH ST	JOHNSTON JANET C		1.00	1.00
U04-0-22	11386-406	5	44TH ST	BYRNE RICHARD	BYRNE SUNNY D	1.00	1.00
U04-0-23	16878-166	7	44TH ST	WALDRON JAMES A		1.00	1.00
U04-0-24A	24126-442	8	44TH ST 1	COSTANZO VINCENT	COSTANZO KATHERYN	1.00	1.00
U04-0-24B	23548-417	8	44TH ST 2	LOPEZ ALVARO B		1.00	1.00
U04-0-25	18859-554	6	44TH ST	BERTOLAMI MICHAEL F		1.00	1.00
U04-0-26	15092-556	4	44TH ST	BOUCHER DANIEL V	BOUCHER CATHIB J	1.50	1.50
U04-0-27	06932 0742	127	NORTHERN BL	MITCHELL JAMES J	MITCHELL BECCA	1.00	1.00
U04-0-28	23139-186	129	NORTHERN BL	JEWETT STEPHEN P	CONNELLY MICHAEL S	1.00	1.00
U04-0-29	23839-208	3	46TH ST	WALKER BARBARA A TRUSTEE	WALKER FAMILY REALTY TRUST	1.00	1.00
U04-0-3	16787-65	3	36TH ST	TRASK JONATHAN P	ARNDT CAROLYN J	1.00	1.00
U04-0-30	20663-358	5	46TH ST	MAHONEY PAULINE M TRUSTEE	MAHONEY REALTY TRUST	1.50	1.50
U04-0-31	14979-422	7	46TH ST	LEONARD KENT C		1.00	1.00
U04-0-32	25750-72	8	46TH ST	BATTAGLIA JOHN	BATTAGLIA PAUL TRUSTEES	2.00	2.00
U04-0-33	5997 122	6	46TH ST	AKROYD GEORGE A	AKROYD CAROL MARIE	1.00	1.00
U04-0-34	22770-479	4	46TH ST	ANDERSON DOUGLAS C	ANDERSON CYNTHIA L	1.00	1.00
U04-0-35	6034 308	131	NORTHERN BL	DONOVAN ROBERT KENT		1.50	1.50
U04-0-36	12657-316	133	NORTHERN BL	OLSEN PETER G		2.00	2.00
U04-0-37	12787-366	3	48TH ST	CURRIER RUSSELL W SR	CURRIER JUDITH	1.00	1.00
U04-0-38	17949-46	5	48TH ST	CASEY FRANK A JR	CASEY SUZANNE J	1.00	1.00
U04-0-39	13582-406	7	48TH ST	JENNINGS THOMAS M		1.00	1.00
U04-0-4	16874-290	4	36TH ST	ARLING ROBERT S	ARLING LAURA	1.00	1.00
U04-0-40	21846-73	8	48TH ST	CONNORS DEBORAH	CULBERT KATHLEEN D	2.00	2.00
U04-0-41	4536 39	6	48TH ST	SHEEHAN ROBERT F	SHEEHAN KATHLEEN D	1.00	1.00
U04-0-42	6128 604	4	48TH ST	SITNICK PHILIP A	SITNICK JANE M	1.00	1.00
U04-0-43	22693-428	135	NORTHERN BL	ATWOOD ROBERT		1.00	1.00
U04-0-44	08006 0249	3	50TH ST	FAHEY ROBERT H		1.00	1.00

U04-0-44A	22977-462	137	UNIT	NORTHERN BL 1	RAINHA ALFRED	RAINHA DONNA J	1.00	1.00
U04-0-44B	24761-317	137	UNIT	NORTHERN BL 2	BABBIN MARY ROSE	BABBIN JOHN F	1.00	1.00
U04-0-45	14350-77	5		50TH ST	SILVA NANCY I		1.00	1.00
U04-0-46	14231-451	20		BASIN FRONT DR	MATHER LYNN	MATHER GORDON	1.00	1.00
U04-0-47	13430-537	24		BASIN FRONT DR	OSTRANDER STEPHEN T	OSTRANDER JULIE N	1.00	1.00
U04-0-49	15882-578	139		NORTHERN BL	JOHNSON DONNA E		1.00	1.00
U04-0-5	17221-523	105		NORTHERN BL	PEREDNA RONALD M		1.00	1.00
U04-0-50	6185 776	141		NORTHERN BL	GUY EMILE J		1.00	1.00
U04-0-51	10790-429	3		52ND ST	BLASZCZYNSKI GEORGE	MORRISSETTE LAURA	1.00	1.00
U04-0-52	25586-164	7		52ND ST	CROTTY TERENCE X	ODOOLAN SHEILAH	1.00	1.00
U04-0-53	15728-28	9		52ND ST	SEMENTELLI RICHARD G JR	SEMENTELLI SUSAN ANTONUCCI	1.00	1.00
U04-0-54	15911-199	10		52ND ST	DURKIN BRIAN P		1.00	1.00
U04-0-55	16749-443	8		52ND ST	MCVANN MICKI C	SHEEHAN JUDITH E	1.00	1.00
U04-0-56	24567-510	6		52ND ST	THOMAS-HOGAN SUSANNE TRUSTEE	PLUM ISLAND REALTY TRUST	1.00	1.00
U04-0-57	24441-190	4		52ND ST	DUROCHER ERIC L		1.00	1.00
U04-0-58	11591-122	143		NORTHERN BL	EATON BARBARA J		1.00	1.00
U04-0-59	12502-576	145		NORTHERN BL	O'DONNELL GAIL M		1.00	1.00
U04-0-6	11386-551	107		NORTHERN BL	WHITE ALAN J		1.00	1.00
U04-0-60	10493 0379	147		NORTHERN BL	HENRY ANNABELLE	C/O ANN DEAN	1.00	1.00
U04-0-61	16973-350	3		54TH ST	VOLLEN RONALD J	ALBRIGHT LESLIE M	1.00	1.00
U04-0-62	14381-446	5		54TH ST	LUNT RICHARD A	MACCARTHY JANIS A	1.00	1.00
U04-0-62A	25320-163	7		54TH ST	CROTTY WILLIAME	CROTTY KELLY C	1.00	1.00
U04-0-63	06736 0725	1		BASIN FRONT DR	KEVILLE JOHN M	KEVILLE CARRIE L	1.00	1.00
U04-0-64	17727-372	3		BASIN FRONT DR	ROSS ANDREA C TRUSTEE	SRETER ALBERT J TRUSTEE	1.00	1.00
U04-0-66	15657-462	7		BASIN FRONT DR	SARDONINI JOS M TRUSTEE	CLARIDGE F J QUAL PERS RES TST	1.00	1.00
U04-0-67	24086-406	9		BASIN FRONT DR	WALDRON JAMES	FELONEY CHERYL	1.00	1.00
U04-0-68	15005-239	11		BASIN FRONT DR	VINCENT JOHN A		1.00	1.00
U04-0-69	15052-602	13		BASIN FRONT DR	LYONS STEPHEN P	LYONS MURIEL J	1.00	1.00
U04-0-7	17516-437	5		38TH ST	ALEXSON ANDREW W JR TRUSTEE	ANDREW W ALEXSON 38TH ST RT	1.50	1.50
U04-0-70	22252-112	15		BASIN FRONT DR	LYONS STEPHEN	LYONS MARIELL	1.00	1.00
U04-0-71	5353 709	17		BASIN FRONT DR	SHEEHAN ROBERT F	SHEEHAN KATHLEEN D	1.00	1.00
U04-0-73	06528 0694	21		BASIN FRONT DR	MARCHESINI JUDITH D		1.00	1.00
U04-0-74	25328-460	23		BASIN FRONT DR	SICARD TRUSTEE PAULA	JAY L SICARD LYG TR THE	1.00	1.00
U04-0-76	14754-460	27		BASIN FRONT DR	HUMORA RUTH V	BULLEN BARBARA R	1.00	1.00
U04-0-77	16177-604	13		54TH ST	SICARD JULIAN C	SICARD MARY E	1.00	1.00
U04-0-78	16575-558	11		54TH ST	BOOTH RICHARD H	BOOTH CHRISTINE P	1.00	1.00
U04-0-79	23527-140	9		54TH ST	CORMIER ANNE T TRUSTEE	ANNE T. CORMIER 2004 REVO TR	1.00	1.00
U04-0-8	23319-301	111		NORTHERN BL	PIANTOSI PETER J III		1.00	1.00
U04-0-86	5531 155	11		51ST ST	FARMER RAYMOND B	FARMER DOROTHEA J	1.00	1.00
U04-0-87	5825 17	13		51ST ST	GIULIANO VINCENT ETUX	C/O CHRISTINE BELLORADO	1.00	1.00
U04-0-9	23745-489	8		40TH ST	ALMOND LYNNE TRUSTEE	SEA BREEZE REVOCABLE TRUST THE	1.00	1.00
U04-0-92	14261-232	14		51ST ST	PEABODY STEPHEN D		1.00	1.00
U04-0-92A	16279-528	16		51ST ST	PEABODY STEPHEN D TRUSTEE	THE PEABODY FAMILY R T	1.00	1.00
U04-0-93	5941 174	12		51ST ST	VAROSKI DANIEL JOHN	VAROSKI MARY ANN	1.00	1.00
U04-0-94	12469-564	10		51ST ST	MORABITO JAMES V	MORABITO MARTHA J	2.00	2.00
U04-0-95	15905-424	8		51ST ST	FINNERAN ROBERT V TRUSTEE	THE FINNERAN FAMILY TRUST	1.00	1.00
U04-0-96	14242-394	6		51ST ST	PROVENCHER BARBARA		1.00	1.00

U04-0-97	16753-21	4	51ST ST	KONDRACKI DENNIS R	KONDRACKI DEBRA A	1.00	1.00
U04-0-99	10359-72	146	NORTHERN BL	BYRNE FRANCIS B	BYRNE ELAINE A	1.00	1.00
U05-0-10	20809-68	93	OLD POINT RD	ROBINSON ARLENE		1.00	1.00
U05-0-11	5654 576	95	OLD POINT RD	MCGHEE JANET S	C/O JUDY MCGHEE	1.00	1.00
U05-0-12	16276-71	97	OLD POINT RD	MARBET MARK A JR		1.00	1.00
U05-0-13	15996-572	99	OLD POINT RD	MARBET MARK A JR		1.00	1.00
U05-0-14	13573-380	5	BLUE HILL W AV	LACASSE LAWRENCE		1.00	1.00
U05-0-15	10686-471	8	BLUE HILL W AV	SYNCHRONISITY REALTY TRUST	C/O GEO SCHULTZ	1.00	1.00
U05-0-17	15539-156	117	OLD POINT RD	MARBET MARK JR		1.00	1.00
U05-0-19	16065-483	115	OLD POINT RD	MACLEOD HERBERT W		1.00	1.00
U05-0-23	10281 0589	9	BLUE HILL AV	BLAKE JAY E	BLAKE LINDA A	1.00	1.00
U05-0-24	10589 0292	116	OLD POINT RD	BERARDI B WILLIAM	BERARDI MARY J TRUSTERS	1.00	1.00
U05-0-25	22798-72	112	OLD POINT RD	MACCARO EDWARD F		1.00	1.00
U05-0-26	10362 0300	11	BLUE HILL AV	BLAKE LINDA A TRUSTEB	BLUE HILL ELEVEN REALTY TRUST	1.00	1.00
U05-0-27	06779 0611	5	BLUE HILL AV	BLAKE LINDA A TR	BLUE HILL FIVE REALTY TRUST	1.00	1.00
U05-0-28	25252-472	14	BLUE HILL AV	LARSEN JERRINE B	GLOVER DUDLEY S	1.00	1.00
U05-0-3	16266-472	75	OLD POINT RD	OSTRANDER STEPHEN T	OSTRANDER JULIE N	1.00	1.00
U05-0-30	09921 0527	6	BLUE HILL AV	BURKE THOMAS J	BURKE REBECCA F	1.00	1.00
U05-0-32	25319-437	96	OLD POINT RD	FERULLO GEORGE C JR		1.00	1.00
U05-0-33	25319-437	94	OLD POINT RD	FERULLO GEORGE C JR		1.00	1.00
U05-0-34	06824 0235	5	SMITH ST	SCHUTZ GEORGE		1.00	1.00
U05-0-36	12812-116	9	SMITH ST	LAGASSE MARK	LAGASSE PAULINE TRUSTEES	1.00	1.00
U05-0-37	15281-416	11	SMITH ST	COLLIER STEPHEN		1.00	1.00
U05-0-38	4215 26	12	SMITH ST	WAKEFIELD IRENE C		1.00	1.00
U05-0-4	21122-2	77	OLD POINT RD	CROWLEY PATRICIA A		1.00	1.00
U05-0-40	13911-259	8	SMITH ST	SWAN SUSAN K	DALTO CAROL ANN	1.00	1.00
U05-0-41	24459-395	6	SMITH ST	DEGRAAF ROBERT M		1.50	1.50
U05-0-42	19668-83	4	SMITH ST	SCHLICHTER MARY FRANCES	CALLAHAN AMY P	1.00	1.00
U05-0-43	13334-325	2	SMITH ST	DONNELLY EDWARD	DONNELLY MARIANNE	1.00	1.00
U05-0-44	19703-505	86	OLD POINT RD	MAHONEY MARY	HOLMES WILLIAM F	1.00	1.00
U05-0-45	15017-462	3	RIVERSIDE DR	MACKEN LINDA M		1.00	1.00
U05-0-47	14809-448	11	RIVERSIDE DR	MCKENNA JACQUELINE K		1.00	1.00
U05-0-47A	17573-23	7	RIVERSIDE DR	LANSKY ELAINE J	DONDERO LESLIE J	1.00	1.00
U05-0-48	6267 188	12	RIVERSIDE DR	WALDRON RAYMOND T	WALDRON JOAN B	1.00	1.00
U05-0-49	19919-318	8	RIVERSIDE DR	FORAN JOHN R	DIMANTOVA VANESSA	1.00	1.00
U05-0-50	25216-46	6	RIVERSIDE DR	CHAMBERS MICHAEL C		1.00	1.00
U05-0-51	19039-7	84	OLD POINT RD	SLIWA ALAN D	HAWKINS-SLIWA SUSAN	1.00	1.00
U05-0-52	23351-578	5	DAVOLI WY	KAPLAN BARRY S		1.50	1.50
U05-0-53	14675-190	7	DAVOLI WY	WASHKISS MICHELE		1.00	1.00
U05-0-56	15233-279	13	DAVOLI WY	RUSSELL GEORGE R	RUSSELL NORMA J	1.00	1.00
U05-0-57	5630 413	14	DAVOLI WY	MONDALTO MARY H		1.00	1.00
U05-0-58	19683-434	10	DAVOLI WY	POWERS MARY D		1.00	1.00
U05-0-59	22298-369	4	DAVOLI WY	FLEMING SUSANNE K		1.00	1.00
U05-0-6	15917-97	83	OLD POINT RD	SORENSEN DAVID		1.00	1.00
U05-0-60	16177-603	78	OLD POINT RD	SIMMONS PETER		1.00	1.00
U05-0-61	14579-435	1	FINNEGAN WY	WINTERS DAVID F		1.00	1.00
U05-0-62	15851-237	5	FINNEGAN WY	SCIUTO AMY M	SCIUTO NOELLES	1.00	1.00

2647/163

of one dollar and other valuable consideration to me paid this day by Eli Rosengard, the mortgagor named in said mortgage, do hereby surrender to the said Eli Rosengard and his heirs and assigns the possession of real estate described in said mortgage, which possession was taken by me on June 4, 1925, for breach of the condition of said mortgage, and evidence of which taking of possession is recorded in said Registry Book 2636, Page 420. But it is expressly understood and agreed that nothing herein contained shall in any way, except as above specially provided, affect or impair my rights or interest under the said mortgage, the amount of nine thousand three hundred dollars of the principal sum secured by which is still due and unpaid. WITNESS my hand and seal this tenth day of July, 1925.

WITNESS: Harry Mason (to D.O.) ) David Oppenheim (seal)

COMMONWEALTH OF MASSACHUSETTS Essex, ss July 10, 1925. Then personally appeared the above named David Oppenheim and acknowledge- the foregoing instrument to be his free act and deed, before me

Harry Mason Notary Public

My commission expires Dec.-1926.

Essex ss. Received July 15, 1925. 59 m. past 1 P.M. Recorded and Examined

I, David Oppenheim, owner and present holder of a mortgage from Eli Rosengard to David Oppenheim dated April 21, 1921 recorded with South District of Essex Registry of Deeds, Book 2481, Page 329 assign said mortgage and the note and claim secured thereby to Nicholas C. Johnson It is hereby agreed and understood that the assignment of this mortgage and of the note secured by the mortgage hereby assigned is without recourse to the said David Oppenheim and that the said David Oppenheim does not by this assignment assume any obligation, liability or responsibility upon the note secured by this mortgage or account thereof. WITNESS my hand and seal this tenth day of July 1925 David Oppenheim (seal)

Assgt.  
Oppenheim  
to  
Johnson

COMMONWEALTH OF MASSACHUSETTS Essex ss. July 14, 1925 Then personally appeared the above named David Oppenheim and acknowledged the foregoing instrument to be his free act and deed, before me,

George I. Davis Notary Public

My commission expires Oct - 1929

Essex ss. Received July 15, 1925. 59 m. past 1 P.M. Recorded and Examined

I, Abbie K. Little, widow, of Newbury, Essex County, Massachusetts -eing unmarried, for consideration paid, grant to Gertrude W. Cutter of Newburyport, in said County with WARRANTY COVENANTS the land in said NEWBURY, bounded and described as follows, viz: Beginning at a stake on the Plum

Little  
to  
Cutter

One .50 R. Stamp  
Documentary  
Canceled

Island Turnpike by land of John Smith; Thence running Southwesterly by land of said Smith two hundred and ten feet (210), more or less, to a stake and other land of the aforesaid Abbie K. Little; thence running Southeasterly by said other land of Little two hundred and eighty two feet, more or less, to a stake and land of C. Stanley Harrison; thence running Northeasterly in part by land of said Harrison, in part by land of Jaques and in part by land of Noyes six hundred and fifty seven feet, more or less, to said Turnpike and thence running Northwesterly by said Turnpike six hundred and thirty feet, more or less, to the point begun at. Reserving to myself and my heirs and assigns a right of way over the above described parcel of land to and from the said Turnpike to my remaining land as the road now runs, and granting to the said Cutter the right to use any and all existing rights of way to the aforesaid parcel of land. WITNESS my hand and seal this thirtieth day of June A.D. 1925.

Abbie K. Little (seal)

COMMONWEALTH OF MASSACHUSETTS Essex ss. June 30, A.D. 1925. Then personally appeared the above named Abbie K. Little and acknowledged the foregoing instrument to be her free act and deed, before me.

Oscar H. Nelson Justice of the Peace

Essex ss. Received July 15, 1925. 25 m. past 2 P.M. Recorded and Examined

Order & Plan  
City of Beverly

See Plan Book 43  
Plan 38a

CITY OF BEVERLY IN BOARD OF ALDERMEN June 15th, 1925. WHEREAS, In the opinion of the Board of Aldermen of the City of Beverly the public convenience and necessity require that a sidewalk on the North side of Giddings Avenue should be established, graded and constructed abutting #8-10-12 belonging to Jesse A. Dutelle, Perley J. Hurd & Minnie A. Hurd. according to the plan hereto annexed. IT IS THEREFORE ORDERED, that said sidewalk be graded, established and constructed in accordance with profile and plan on file at the office of the City Engineer. 88.0 square yards of granolithic 142.0 Linear feet of Granite Curb. IT IS FURTHER ORDERED, that said sidewalk shall be constructed with edge stones and covered with Granolithic and one half the expense thereof be assessed upon the abutting owners on said sidewalk, a schedule of the cost thereof to be reported to the Board by the City Engineer. AND IT IS FURTHER ORDERED, that the Commissioner of Public Works under the direction of the Standing Committee on Public Service and Aid be and hereby is authorized to contract for and furnish all necessary materials to construct and grade said sidewalk and cause the same to be built in accordance with this order, but no contract shall be valid unless approved by said committee. IT IS FURTHER ORDERED, that the City Engineer shall make all necessary plans, grades and descriptions of said sidewalk giving to the Commissioner of Public Works a copy thereof for his

BK5751 PG120

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF NATURAL RESOURCES  
LEVERETT SALTONSTALL BUILDING  
100 CAMBRIDGE STREET, BOSTON 02202

ESSEX, SS

768-71-1

& 4 Plans  
See Pl.B.  
119 Pl.6

ORDER UNDER G.L. c.130 §105

1. The Commissioner of Natural Resources, acting pursuant to G.L. c.130 §105, for the purposes of promoting public safety, health and welfare and protecting public and private property, wildlife and marine fisheries, hereby adopts this order regulating and restricting coastal wetlands in the Town of Newbury, County of Essex, Commonwealth of Massachusetts, as delineated in red on plans entitled "Plan of Land in Newbury", dated October 22, 1970 and numbered Section 1 thru Section 4 inclusive, which plans are recorded herewith and incorporated herein.
2. This order does not grant any property rights; it does not authorize any person to trespass or injure the property of another; it does not excuse any person from complying with other applicable laws, regulations, by-laws or ordinances.
3. The following uses are permitted on land affected by this order, if otherwise permitted by law:
  - A. The construction and maintenance of catwalks, wharves, boathouses, boat shelters, fences, duckblinds, wildlife management shelters, foot bridges, observation decks and shelters; provided that said structures are so constructed on pilings as to permit the reasonably unobstructed flow of the tide and preserve the natural contour of the marsh;
  - B. The cultivation and harvesting of shellfish, and worms for bait, including such reasonable excavation of the flats as is necessary;
  - C. Commercial and non-commercial outdoor recreation activities including hiking, boating, trapping, hunting, fishing, golf, horseback riding, skeet and trap shooting, and shooting preserves; provided that no structure shall be constructed except in accordance with Paragraph 3A;
  - D. The cultivation and harvesting of agricultural or horticultural products; grazing and haying;
  - E. The installation of floats upon said coastal wetlands.

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4. The Commissioner shall permit the following uses, after written application by the owner and submission of detailed plans, in accordance with such reasonable conditions as he may deem appropriate to protect the public interest. A certificate evidencing any such permission shall be filed in the Registry of Deeds and indexed under the name of the owner of the land:

- A. The construction and maintenance of a driveway of minimum legal and practical width where alternative means of access from a public way to unrestricted land of the same owner is unavailable;
- B. The enlargement to minimum legal and practical width and the maintenance of raised roadways which exist on the effective date of this order;
- C. The installation and maintenance of underground utilities provided the surface of the marsh is restored substantially to its original condition;
- D. The excavation of a small boat mooring slip for non-commercial uses by the owner of the land, provided no spoil is placed upon the marsh.

5. The Commissioner, in his sole discretion, with the approval of the Board of Natural Resources, may permit the following uses after written application by the owner and submission of detailed plans, if he determines the proposed work to be consistent with the purposes of this act; he may impose such conditions as he deems necessary to protect the public interest. A certificate evidencing any such permission shall be filed in the Registry of Deeds and indexed under the name of the owner of the land:

- A. The excavation of boat channels of a size sufficient for single family use; wildlife management impoundments and other such excavations; provided that no fill or other material shall be placed upon the marsh except as may be necessary to construct the retention structure and provide access thereto, and to provide bank stabilization;
- B. The construction of other single lane driveways and paths, including excavation and filling incidental thereto;
- C. The excavation and construction of areas for the cultivation of shellfish and other marine foods;
- D. The construction and maintenance of beaches and boat launching ramps.

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6. Except where otherwise authorized in paragraphs 3 through 5 above:

- A. No person shall fill, place or dump on said coastal wetlands any soil, loam, peat, sand, gravel, rock or other mineral substance, refuse, trash, rubbish or debris;
- B. No person shall drain or excavate or dredge said coastal wetlands or remove therefrom loam, peat, sand, gravel, soil, or other mineral substance;
- C. No person shall perform any act or use said coastal wetland in a manner which would destroy the natural vegetation of the coastal wetland, substantially alter existing patterns of tidal flow, or otherwise alter or permit the alteration of the natural and beneficial character of the coastal wetland.

7. As used herein, the word "person" shall include corporations, societies, associations, partnerships, governments and subdivisions and authorities thereof, except where exempted by statute.

8. Any person aggrieved by this Order who has a recorded interest in any portion of the land so affected, within ninety days of receipt of notice thereof, may petition the Superior Court of Essex County to determine whether this Order so restricts the use of this property as to constitute a taking without compensation. A list of the assessed owners of the land so affected is attached hereto and incorporated herein.

WITNESS my hand and seal this 22nd day of October, 1970

*John W. Brunel*  
Commissioner

APPROVED: BOARD OF NATURAL RESOURCES

*Thomas G. Sullivan*  
*Frederick J. Cronin*  
*Joseph V. Lund*

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COMMONWEALTH OF MASSACHUSETTS

October 22, 1970

ESSEX, SS

Then personally appeared the said Arthur W. Brownell,  
Commissioner of Natural Resources and acknowledged the  
foregoing instrument to be his free act and deed, before  
me.

My commission expires Aug 16, 1974

*Samuel D. [Signature]*  
Notary Public

Newbury Plan No. 1 (continued)

George Little, et al

Herbert C. Little

Annette Little

John Mahoney

Della P.S. Morse

H. Greenleaf Noyes

Hallet W. Noyes

Frank J. Partlow

Nellie W. Partlow

Benjamin Pearson, Jr.

Joan Pearson

Benjamin Pearson, et al

Alfred W. Perkins

Edward K. Perkins

Alice Perkins

J. Lee Potter

J. Alfred Reardon

Joseph D. Rolfe, et al

Beatrice K. Russell

Arthur Knight

Paul S. Ryan

Ruth D. Ryan

Edward R. Sanford

Reynolds Senior

Berthan Senior

Milton L. Stott

Juliette M. Stott

Leslie Thurlow

Richard E. Thurlow

Clarice M. Thurlow

Gertrude L. Toppan

John J. Whelton

Division of Fisheries &amp; Game

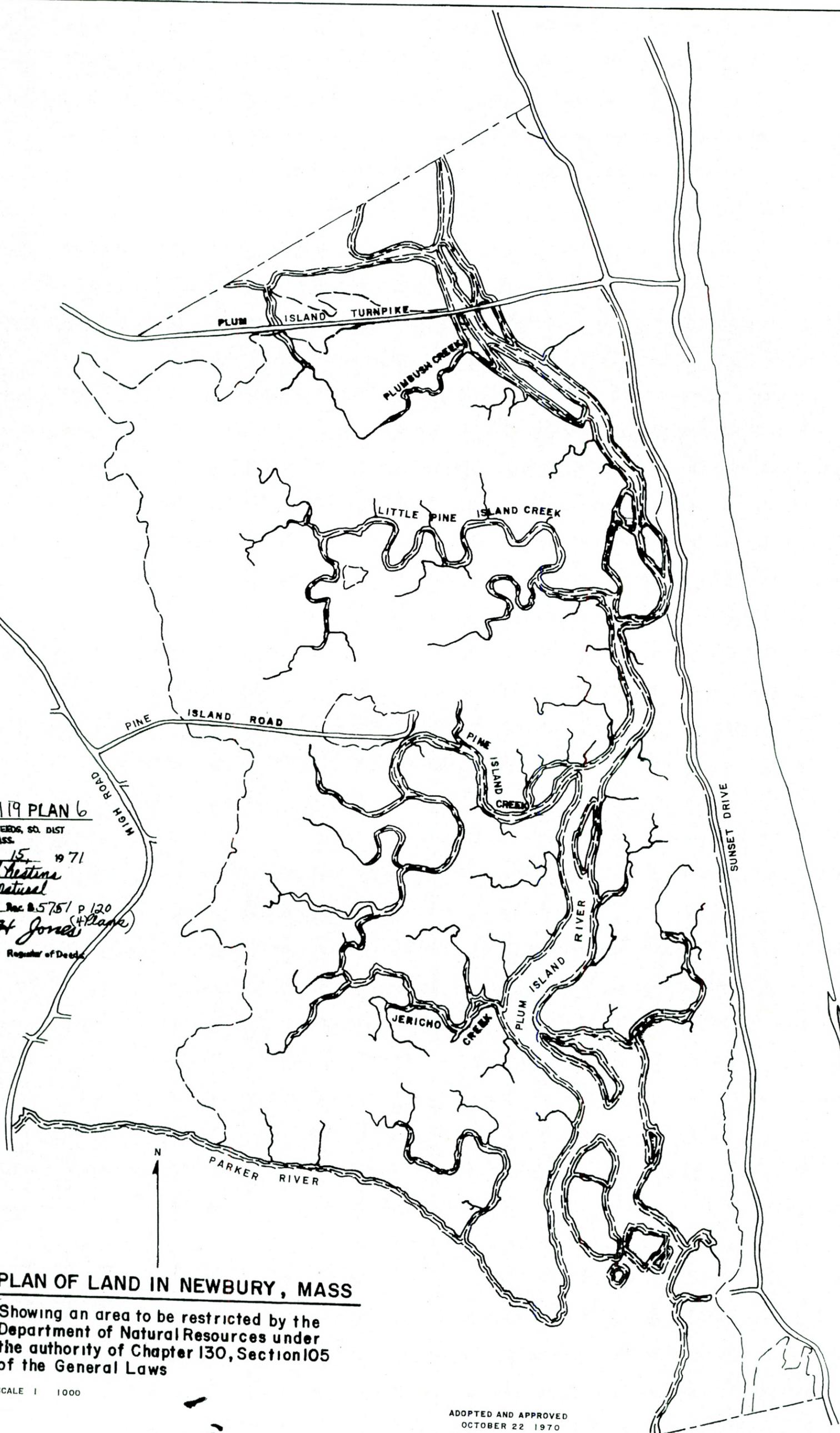
U.S. Fish &amp; Wildlife Service

Essex County Greenbelt Association

3.15.71

611

49



**PLAN BOOK 119 PLAN 6**

ESSEX REGISTRY OF DEEDS, SO. DIST  
SALER, MASS.

Received Mar 15 1971  
 with Order of Restraint  
 Mass Dept. of Natural  
 Resources Vol. Rec B 5751 p 120  
 ATTEST Leo H Jones  
 Registrar of Deeds

**PLAN OF LAND IN NEWBURY, MASS**

Showing an area to be restricted by the Department of Natural Resources under the authority of Chapter 130, Section 105 of the General Laws

SCALE 1 1000

ADOPTED AND APPROVED  
OCTOBER 22 1970

ARTHUR W BROWNELL  
COMMISSIONER



7

CERTIFICATE OF INSPECTION AND POSSESSION  
(Lands Other Than Federal Building Sites)

I, Graham W Taylor of the Department of the Interior, hereby certify that on the 4 day of August, 2011, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of Essex, Commonwealth of Massachusetts, designated as Tract No. (941) and containing 9.3 acres, (proposed to be) acquired by The United States of America in connection with Parker River National Wildlife Refuge from Craig Stott.

1. That I am fully informed as to the boundaries, lines and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said lands; and that I made a careful inquiry of the above-named vendor (and of the occupants of said land) and ascertained that nothing had been done on or about said pre, mises within the past 12 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished;
2. That I also made inquiry of the above-named vendor (and of all occupants of said land) as to his/her/their) rights of possession and the rights of possession of any person or persons known to (him/her/them) and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendor or The United States of America.
3. That I was informed by the above-named vendor (and by all other occupants) that to the best of (his/her/their) knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract or other instrument adversely affecting title to said premises;
4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agriculture, manufacturing or other purposes, nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land;
5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records; and

Dated this 4 day of August, 2011.

Approved: \_\_\_\_\_

Graham Taylor  
Refuge Manager





# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

300 Westgate Center Drive  
Hadley, MA 01035-9589



LA - Massachusetts  
Parker River National Wildlife Refuge  
Stott, Craig (941)

### CERTIFICATE AS TO RIGHTS-OF-WAY, EASEMENTS, AND RESERVATIONS

*Whereas*, The United States of America is about to acquire title to the Craig Stott Tract (941), situate in Essex County, Commonwealth of Massachusetts, at Parker River National Wildlife Refuge, under authority of the Migratory Bird Conservation Act, as amended; and

*Whereas*, it appears from the policy of title insurance that in order to acquire that tract by purchase it will be necessary to acquire it subject to certain rights-of-way, easements, and reservations; and

*Whereas*, said rights-of-way, easements, and reservations are:

Title to and unrecorded right of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of Plum Island Turnpike, Newbury, Massachusetts, and;

Right of way reserved in a deed dated June 30<sup>th</sup>, 1925 and recorded in Book 2647, Page 164 (which affect Parcel Two), and;

Flow of natural watercourse known as Plum Bush Creek, and;

Lack of recorded access to a public street or way.

*Whereas*, said tract will be acquired subject to said rights-of-way, easements, and reservations: *Now, therefore*, I do hereby certify that, in my opinion, said rights-of-way, easements, and reservations, from their nature, will not impair the value of or interfere with the use of the tract so encumbered for the purposes for which it is being acquired.

Date

8/9/11

ACTING

  
Chief, Division of Realty



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LA - Massachusetts  
Parker River National Wildlife Refuge  
Stott, Craig (941)

In Reply Refer To:  
FWS/Region 5/NWRS-RE

AUG 9 2011

CERTIFIED MAIL 7008 0500 0000 1123 6203  
RETURN RECEIPT REQUESTED

Mr. Craig Stott  
21 Cherlyn Drive  
Northboro, Massachusetts 01532

Dear Mr. Stott:

On October 2, 2010, Craig Stott executed an *Agreement for the Purchase of Lands* providing for the sale of 9.3 acres, more or less, located in Essex County, Commonwealth of Massachusetts, to The United States of America at a price of \$375,000.00. That agreement included a provision that it might be accepted at any time within 12 months.

We hereby notify you that the U.S. Fish and Wildlife Service (Service) accepted and executed that agreement on behalf of the United States on the date at the head of this letter, and that it now is a binding agreement. We have enclosed a copy of the agreement for your records.

The agreement you signed stated that the vendors are responsible for paying the real estate taxes in full. Prior to closing, our office will require proof that those taxes have been paid. Under Public Law 91-646, you are eligible for reimbursement of the pro rata share of taxes. Service personnel will compute the amount you are eligible to receive, and provide an application form for reimbursement after the deed has been signed and recorded.

We are taking immediate steps to complete this transaction. If you have any questions or would like additional information, please feel free to contact Heather Ruel, Realty Specialist at our letterhead address, or call toll free 1-877-289-8495, extension 8597.

Sincerely,

**William C. Porter**

**ACTING** Joseph F. McCauley  
Chief, Division of Realty

Enclosures

FWS:R5:NWRS-RE:HRuel:jmb:08/04/2011:413-253-8597  
LAND:PKR(941):Packages:Acceptance Package

OFFICE
NVRS
SURNAME
BRADWAY
DATE
8-4-11
OFFICE
RM
SURNAME
Ruel
DATE
8/4/11
OFFICE
RM/RE
SURNAME
W. Porter
DATE
8/9/11
OFFICE
SURNAME
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LA - Massachusetts  
Parker River National Wildlife Refuge  
Juliette Marie Stott Trust (941)

United States Department of the Interior  
U.S. FISH AND WILDLIFE SERVICE

**AGREEMENT FOR THE PURCHASE OF LANDS**

THIS AGREEMENT, made and entered into this <sup>4 -- OCT, 2010 M.S.</sup> 2 day of Oct., 2010, by and between Craig W. Stott, having an address of 21 Cherlyn Drive, Northboro, Massachusetts, 01532, and Mark L. Stott, having an address of 1450 5<sup>th</sup> Street, West Babylon, New York, 11704, hereinafter styled the vendors, for themselves, their heirs, executors, administrators, successors, and assigns, and The United States of America, acting by and through the Secretary of the Interior or his/her authorized representative,

WITNESSETH:

1. In consideration of One Dollar (\$1.00) in hand paid by the United States, the receipt of which is hereby acknowledged, the vendors agree to sell to the United States certain lands upon the terms and conditions hereinafter set forth, and for the price of THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000.00) for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, and appurtenances thereunto belonging, owned by them, situate and lying in Essex County, Commonwealth of Massachusetts, containing 9.3 acres, more or less, and are particularly described as follows:

Newbury Map 49 Lot 15, and Map 50 Lots 9, 10

2. The vendors agree that they have full right, power, and authority to convey, and that they will convey to the United States the fee simple title thereto clear, free and unencumbered, except subject to the following easements or reservations: None, except those of record that are acceptable to the Attorney General of the United States as stated in paragraph 5 below.

3. The vendors further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in The United States of America, by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the vendor; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The vendors further agree that during the period covered by this instrument officers and accredited agents of the United States shall have at all proper times the unrestricted right and

privilege to enter upon said lands for all lawful purposes, including examination of said lands and the resources upon them.

5. The vendors will execute and deliver upon demand of the proper officials and agents of the United States, and without payment or the tender of the purchase price, a good and sufficient deed of warranty conveying to the United States a safe title to the said lands of such character as to be satisfactory to the Attorney General of the United States, and said deed shall provide that the use, occupation, and operation of the rights-of-way, easements, and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of areas under and in compliance with the Act of October 15, 1966 (80 Stat. 926), as amended.

6. In consideration whereof, the United States agrees that it will purchase all of the said lands and other interests at the price of \$375,000.00, the acreage to be ascertained by a survey to be made at the option and expense of the United States after reasonable notice to the vendors, and according to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both. The United States further reserves the right to amend said purchase consideration should a final survey, prior to closing, reveal an acreage amount which differs from the herein stated optioned acreage that impacts the approved market value. The United States further agrees that, after the preparation, execution, delivery, and recordation of the deed at no cost to the vendors, and after the Attorney General shall have approved the title thus vested to the United States, it will cause to be paid to the vendors the purchase price by a United States Treasury check or by electronic funds transfer. The expenses of the vendors for recording fees, revenue stamps, transfer taxes, and similar expenses incidental to the conveyance of their property; and any amount paid as a penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith, encumbering such real property; as well as the pro rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the United States, or the effective date of possession of such real property by the same, whichever is earlier; shall be subject to reimbursement as provided in Section 303 of the Act of January 2, 1971, 84 Stat. 1899. Full possession and use of the premises shall pass to the United States as of the date payment is made to the vendors subject only to the reservations stated in section 2 above.

7. It is understood and agreed that if the Secretary of the Interior determines that the title to said lands or any part thereof should be acquired by the United States by judicial proceedings, either to procure a safe title or, when it is in the public interest, to take immediate possession, or for any other reason, then the compensation to be claimed by the owners and the award to be made for said lands in said proceedings shall be upon the basis of the purchase price herein provided.

8. It is mutually agreed that an abstract, certificate of title, or other evidence of title to the property herein contracted to be sold, satisfactory to the Attorney General, will be obtained by the United States at its expense.

9. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

10. It is further mutually agreed that no Member of or Delegate to Congress, or Resident

Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.

11. Prior to the date title vests of record in the United States, the vendors shall pay all taxes and assessments for the entire fiscal year of the local taxing authority in which the transfer of title occurs, whether or not such taxes and assessments would otherwise constitute a lien on the site. This obligation upon the part of the vendors shall exist whether or not such taxes and assessments are due and payable as of the date title vests of record in the United States.

12. Acceptance of this agreement is contingent upon the results of a contaminants study. In the event that contaminants are found present on the site or on adjacent parcels, it will be at the discretion of the Service to either accept the property in the condition it is in, or to request that the vendors assume a responsible role in the removal or restoration of the property prior to a binding contract. If it is determined that the property is contaminated after a study has been performed, but prior to final payment, the vendors will remain responsible to effect reasonable and satisfactory removal of the contamination.

13. It is mutually understood and agreed that notice of acceptance of this agreement shall be sent to the vendors by certified mail addressed to:

Craig W. Stott  
21 Cherlyn Drive  
Northboro, Massachusetts 01532

and shall be effective upon date of mailing and shall be binding upon the vendors, except as such obligation may be affected by the provisions of paragraph 6 hereof.

14. It is mutually agreed that the United States shall deposit the total land payment into a non-interest-bearing escrow account and that the designated Escrow Agent shall disburse the funds at closing on behalf of the vendors.

IN WITNESS WHEREOF, the vendors have hereunto signed their name and affixed their respective seals on the day first above written, with the understanding that this agreement for purchase cannot be executed by the Secretary of the Interior or his/her authorized representative until after it is reported to him/her for his/her consideration, and therefore the vendors for and in consideration of the \$1.00 herein above acknowledged as received, has and does hereby grant unto The United States of America by and through the Secretary of the Interior or his/her authorized representative, or any other officer or agency of the United States authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within 12 months from the execution thereof by the vendors, and to purchase said lands as herein provided.

In the presence of:

Cynthia A. Zilioli  
(Witness)

Craig W. Stott (L.S.)  
Craig W. Stott

\_\_\_\_\_  
(Witness)

Mark L. Stott Oct 4/2010 (L.S.)  
Mark L. Stott Mark L. Stott

**ACKNOWLEDGMENT**

State of Massachusetts }  
County of Worcester } ss:

On this 2 day of October, 2010, before me personally appeared Craig W. Stott, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same.

My Commission expires: July 9, 2015

Cynthia A. Zilioli  
[SEAL] Notary Public  
Worcester Massachusetts

County,

**ACKNOWLEDGMENT**

State of New York }  
County of Suffolk } ss:

On this 4th day of OCT., 2010 before me personally appeared Mark L. Stott, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same.

My Commission expires: Ferrienne Messina  
**Notary Public, State of New York**  
**No. 01ME6006504**  
**Qualified in Suffolk County**  
**Commission Expires 5/4/2014**

[Signature]  
[SEAL] Notary Public  
\_\_\_\_\_  
County,

The Secretary of the Interior, acting by and through his/her authorized representative, has executed this agreement on behalf of The United States of America on this 9th day of August, 2011.

The United States of America  
By [Signature]  
(Title) ACTING Chief, Division of Realty  
U.S. Fish and Wildlife Service







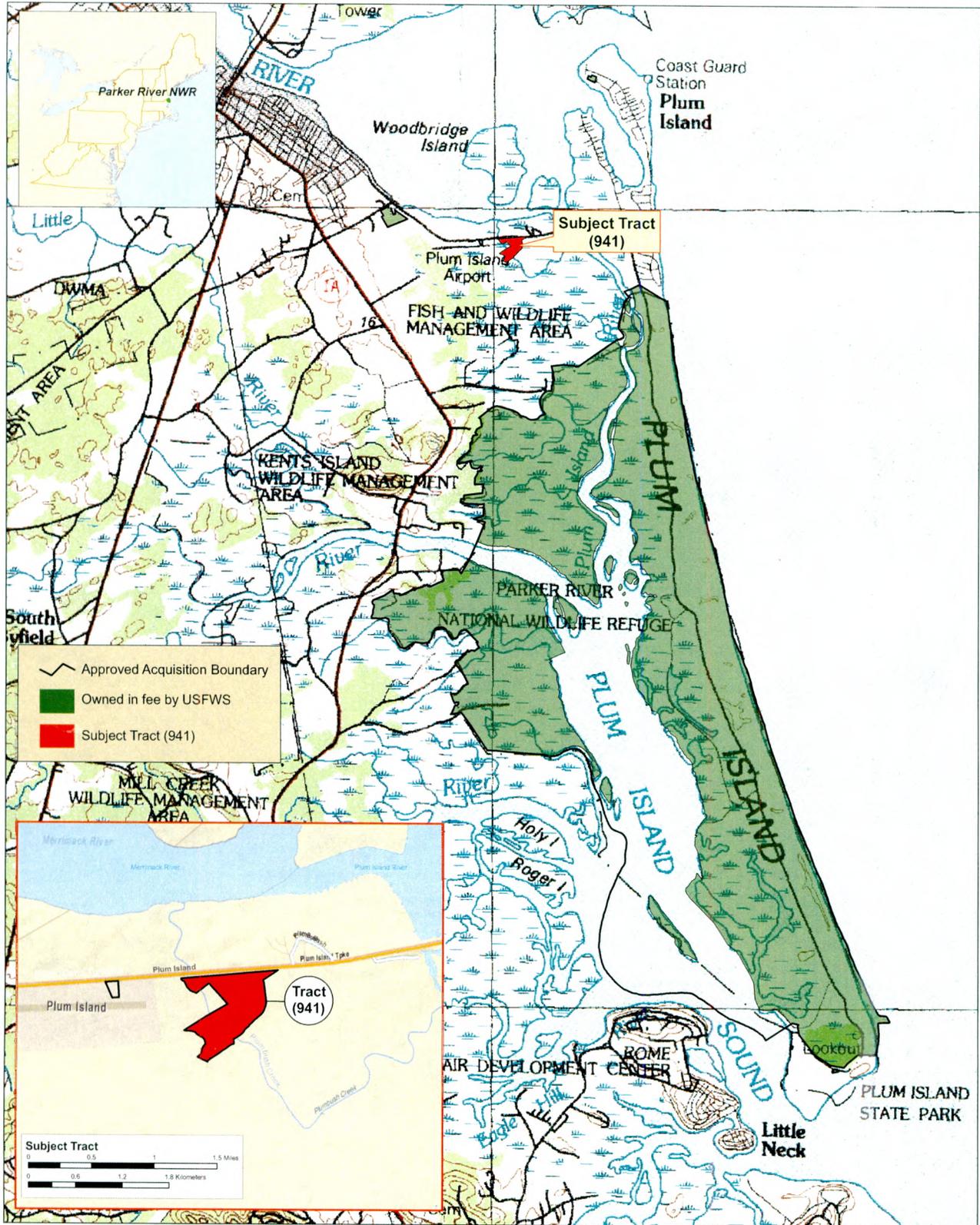


# U.S. Fish & Wildlife Service

Inholding Funding Request

## Parker River National Wildlife Refuge

Essex County, Massachusetts



Produced in the Division of Realty, Haddley, Massachusetts  
 Land Status Current to: Calendar Date not entered for Pkr\_Fwisinterest  
 Basemap: USGS 1:24,000 topographic map  
 Refuge boundaries: compiled from USFWS sources  
 Datum & Projection: NAD\_1983\_UTM\_Zone\_19N  
 Map Print Date: 10/4/2010



This map is designed for refuge management  
 It is not intended for use as a land survey or  
 as a representation of land for conveyance or tax purposes.  
 For more information visit the USFWS Northeast Region GIS  
 website at <http://northeast.fws.gov/gis/>





LA - Massachusetts  
Parker River National Wildlife Refuge  
Craig Stott (941)

**RECEIPT FOR PAYMENT**

I/We received THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000.00) on SEPTEMBER 30, 2011, as payment by The United States of America for The Craig Stott Tract (941) at Parker River National Wildlife Refuge, Essex County, being 9.3 acres of land described in deeds in the records of Essex County, Massachusetts.

3/10/2012  
Date

Craig W. Stott  
Signature(s)

3/10/2012  
Date

Mark L. Stott BY HIS ATTORNEY - IN -  
Signature(s) FACT Craig W. Stott

3/10/2012

Bruce M. Stott BY HIS ATTORNEY - IN - FACT  
Craig W. Stott

3/10/2012

Julie Z. Loring BY HER ATTORNEY - IN - FACT  
Craig W. Stott

LA - Massachusetts  
Parker River National Wildlife Refuge  
Craig Stott (941)

### TAX CERTIFICATE

I, the undersigned authority, certify that all taxes and assessments due against that certain tract of land designated as The Craig Stott Tract (941) at Parker River National Wildlife Refuge, Essex County, Commonwealth of Massachusetts, containing 9.3 acres, more or less, and more particularly described below, have been

- Paid in full and satisfied to date.
- Paid in part through 08/1/2011
- Have not been paid at all for this tax year.
- Are tax exempt.

Dated this 20<sup>th</sup> day of October 2011

*Ernie Wilby*  
Signature  
Treasurer / Collector  
Title  
Town of Newbury  
Office

Standard Form 1034 Revised January 1980 Department of the Treasury FORM 4-2000		<b>PUBLIC VOUCHER FOR PURCHASE AND SERVICES OTHER THAN PERSONAL</b>			VOUCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Department of the Interior Fish and Wildlife Service 300 Westgate Center Drive Hadley, MA 01035-9589			DATE VOUCHER PREPARED 8/9/11		SCHEDULE NO.	
			CONTRACT NUMBER AND DATE		PAID BY	
			REQUIREMENT NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Estate of Juliette Marie Stott (Craig W. Stott, Executor) 21 Cherlyn Drive Northborough, MA 01532 TIN#26-6299429			DATE INVOICE RECEIVED		DISCOUNT TERMS	
SHIPPED FROM			TO		WEIGHT	
GOVERNMENT B/L NUMBER						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
		Purchase Consideration for PKR(941) 9.3 acres in Newbury, Massachusetts, a/k/a Newbury Tax map 49, Lot 15 & Tax map 50, Lots 9, 10 from LWCF <del>holding</del> Account <i>Emergency</i>	9.3			\$375,000.00
<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <b>ENTERED</b>  AUG 10 2011  G. Hubley </div>						
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						\$375,000.00
PAYMENT:		APPROVED FOR	EXCHANGE RATE	DIFFERENCES		
<input type="checkbox"/> PROVISIONAL		= \$	= \$1.00			
<input type="checkbox"/> COMPLETE		BY <sup>2</sup> <i>William C. [Signature]</i>	8/9/11	Amount verified; correct for		
<input type="checkbox"/> PARTIAL		TITLE for Joseph F. McCauley, Realty Officer				(Signature or initials)
<input type="checkbox"/> FINAL						
<input type="checkbox"/> PROGRESS						
<input type="checkbox"/> ADVANCE						
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
8/9/11		<i>G. Hubley</i>		M.A.		
(Date)		(Authorized Certifying Officer) <sup>2</sup>		(Title)		
ACCOUNTING CLASSIFICATION						
50135-8453-PKRX 321A U2			50135-1-5057 3002008982			
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE	PAYEE <sup>3</sup>		<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"> <b>ENTERED</b>  12655 </div>	
<sup>1</sup> When stated in foreign currency, insert name of currency. <sup>2</sup> If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. <sup>3</sup> When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER	
					TITLE	

Previous edition usable

1034-119-06

NSN 7540-00-900-2234

**PRIVACY ACT STATEMENT**

The information request on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

300 Westgate Center Drive  
Hadley, MA 01035-9589



In Reply Refer To:  
FWS/R5/NWRS/046401

JUN 16 2011

### Memorandum

To: Director (ANRS/RE)  
Attention: Chief, Division of Realty

From: **ACTING** Regional Chief, National Wildlife Refuge System, Region 5

Subject: Fiscal Year 2011 Request for Inholding Account Funds Allocation

Region 5 requests that the following tract be approved for funding allocation from the inholding funds sub-account of the Land and Water Conservation Fund appropriation. Justification and map of the acquisition are attached.

Priority	Project, State	Tract # - Name	Acres	Land Acquisition	Incidental Expenses	Purchase Contract Expire (Lease Payment Due) Date
1	Parker River NWR, MA	(941) Stott	9.3	\$375,000	N/A	10/01/2011

Attached is the signed purchase agreement, justification, and a letter-size color copy of the map for the subject tract, including the refuge's acquisition boundary, and the boundaries of existing U.S. Fish and Wildlife Service-owned or managed tracts.

Your consideration of this proposal is greatly appreciated. If you have any questions or require further information, please contact Joseph F. McCauley, Realty Officer, at 413-253-8590.

Attachments

## REQUEST FOR INHOLDING ACCOUNT FUNDS JUSTIFICATION

PROJECT: Parker River National Wildlife Refuge

ACQUISITION REQUEST: Tract 941

ACRES: 9.3

ACQUISITION AUTHORITY: Migratory Bird Conservation Act of 1929, and  
Migratory Bird Hunting and Stamp Act of 1934

APPRAISED VALUE: \$ 375,000 – appraisal dated June 22, 2010

CONTRACT STATUS: Signed Option dated October 2, 2010

### **1. Acquisition Summary**

The U.S. Fish and Wildlife Service (Service) has an opportunity to purchase approximately 9.3 acres within the approved acquisition boundaries of Parker River National Wildlife Refuge. The Service currently has the property under agreement with a willing seller and closing can occur immediately upon approval and receipt of the Region's request for funds.

### **2. Project mission**

The refuge is located in the towns of Ipswich, Rowley, Newbury, and Newburyport, in Essex County, Massachusetts. The refuge was established in 1942, primarily to provide feeding, resting, and nesting habitat for migratory birds, particularly the black duck, whose population is declining.

Known as the Great Marsh, it is the largest salt marsh in New England and includes over 20,000 acres of marsh, barrier beach, tidal river, estuary, mudflat, and upland islands extending across the Massachusetts North Shore. Located along the Atlantic Flyway, it is an important stopover site for waterfowl, shorebirds, wading birds, and songbirds during migratory periods. Waterfowl hunting opportunities are available in designated salt marsh areas during State seasons, and the Service would propose to include this tract. The Great Marsh is identified as a priority for protection under the North American Waterfowl Management Plan in the Atlantic Coast Joint Venture's 2005 Waterfowl Implementation Plan as the North Shore Marshes Focus Area. In recognition of these extraordinary resources, this area was designated by the State as the Parker River/Essex Bay Area of Critical Environmental Concern, an internationally recognized Important Bird Area, and a Western Hemisphere Shorebird Reserve Network priority site.

This tract also provides feeding and nesting habitat for waterfowl, marsh and wading birds, and shorebirds. The New England/Mid-Atlantic Bird Conservation Region (30) high priority species such as black rail, clapper rail, saltmarsh sparrow, and willet nest in the high marsh. High priority shorebirds such as black-bellied plover, semipalmated sandpiper, greater yellowlegs, short-billed dowitcher, dunlin, Forster's tern, and least tern feed in the salt pannes and tidal creeks on the property. Raptors such as the peregrine falcon, merlin, Northern harrier, and American kestrel feed over the marsh. Osprey nest and feed on fish in the immediate area. Plum Bush Creek, which runs through the property, is an important nursery area for many migratory fish, including American eel, striped bass, American shad, alewife, and herring. It also connects Plum Island Sound hydrologically to the Merrimack River, and is under consideration by the State for restoration.

### **3. Benefits of approving the request**

This high priority parcel is on the public bike path from the Visitor Center/Headquarters to the refuge, and would provide a point for viewing the refuge and expansive salt marsh south of Plum Island Sound. This parcel will add to the expansive salt marsh protected by the refuge and its conservation partners.

The Service currently has a signed Agreement for Purchase of Lands with the landowner for Tract (941), approximately 9.3 acres of salt marsh with a market value of \$375,000, based on an approved appraisal dated June 22, 2010.

### **4. Consequences of denying the request**

Purchase by a private party could result in the reconstruction of a building in the midst of pristine salt marsh nesting habitat, so it is vital this tract be protected immediately. The Nature Conservancy (TNC) understands the urgency of this acquisition and has agreed to step in to purchase and hold this tract until the Service can acquire it. Inholding funds are essential to purchase the tract from TNC.

### **5. Funding declarations**

Funding for this tract is not in the President's budget for fiscal year 2011, or expected in the next appropriation cycle for FY 2012. This project currently has no available Land and Water Conservation Fund funding, and there are no other sources of funding for this acquisition. Due to the small size and the monetary value of the subject property, a Migratory Bird Conservation Commission submittal was not recommended. We hereby request approval for the use of \$375,000 from the inholding fund to acquire Tract (941).

**6. Need for contract to close earlier than its expiration date**

The seller has made it clear they will not extend the expiration date, so the Service would lose the opportunity to acquire the property if the contract did not close earlier than the expiration date.

**7. Is the tract entirely in the Refuge's approved acquisition boundary?**

The 9.3 acre tract is an inholding within the approved refuge boundary.

**8. Appraisal Information**

An appraisal was conducted and has an effective date of June 22, 2010. The approved appraised value for the property is \$375,000.

**9. Appraised Value Deviation**

The Service will be paying appraised value.

**10. Contaminants Survey**

A Level I contaminants survey will be completed before the property is acquired. At this time, there is no reason to believe that contaminants will be an issue.

**10. Incidental Expenses**

No Incidental Expenses are requested.

In Reply Refer To:  
FWS/Region 5/NWRS

CLOSING INSTRUCTIONS  
ISSUED BY  
THE UNITED STATES FISH AND WILDLIFE SERVICE

Mr. Jeffrey Ontell  
Marsh, Moriarty, Ontell & Golder, P. C.  
18 Tremont Street, Suite 900  
Boston, Massachusetts 02108

Re: Sale of Parker River National Wildlife Refuge Tract (941) ("Subject Property") by Craig W. Stott, et al (Seller) to the United States of America (USA)

Dear Mr. Ontell:

Funds will be wired to your Client Escrow Account in the total amount of \$375,000.00 which, pursuant to your contract with the USA, you are to hold in a non-interest bearing account, pending the above referenced closing. That deposit represents the purchase price for the Subject Property without adjustments, and is to be applied according to these instructions as consideration in the above referenced transaction. At your earliest convenience, please prepare a Settlement Statement with the intent of reflecting the mutual interests of the parties to achieve a successful closing. Please advise us of any additional funds which will be required for closing costs on or before the scheduled closing date of August 31, 2011. The Buyer will be responsible for closing costs such as recording fees and transfer taxes, expenses which, pursuant to agreement will be reimbursed following the closing. We anticipate we will close on or about 1:00 p.m. on Wednesday, August 31, 2011 at your office. We request that you review the draft closing documents; run down title and taxes to the Subject Property immediately prior to closing, record documents in the Office of the Registry of Deeds for Essex County, Massachusetts and disburse funds, all in accordance with these instructions. All final documents (notarized as necessary), will be provided to you in advance, or brought to closing by the parties responsible. You will be authorized to record said documents with the aforesaid Registry of Deeds, or retain them for the Chicago Title Insurance Company files (the "Title Company") once such documents have been approved by the Title Company, and you have determined them sufficient to satisfy the Requirements enumerated in Schedule B, Section 1.

Marsh, Moriarty, Ontell &amp; Golder, P. C.

2.

<b>Document</b>	<b>Who is providing</b>
1. DOJ Compliant Warranty Deed to USA (waived by Solicitor)	USA
2. Seller's Affidavit of Title, re: Mechanics' Liens and Parties in Possession – Standard Form	Title Company
3. Certificate of Inspection and Possession (2 Originals)	USA
4. Receipt for Payment of Consideration	USA
5. Settlement Statement (3 originals)	Title Company
6. Claim for Reimbursement of Seller=s Expenses	USA
7. Copy of Cert. of Rights-of-Way, Easements and Reservations	USA
8. An IRS Form 1099 S (to be filed on behalf of the Seller)	Title Company
9. Certificate on Non-Foreign Status	Title Company
10. Proof of Payment of 2010/2011 Real Property Taxes	Title Company
11. 2 Copics of Surveys of the Subject Property (waived)	USA

In cases where original recorded documents are retained by the recording authority, please provide us with certified or true copies and with the recording information immediately subsequent to recordation. You are authorized and instructed to record Document number 1 when the Title Company is irrevocably committed to issue an ALTA Owner's Policy of Title Insurance (the "Title Policy") which shall be in form consistent with the marked up commitment attached.

Original documents 2, 3, 5, 7, 8, 9, and 11 and copies of all other documents are for the Title Company. Original Documents 3, 4, 5, and 10, and copies of all other documents are for the USA. Original Documents 5, 6 and 11 and copies of all other documents are for the Seller.

Following the closing, please eliminate objectionable title exceptions, consistent with the marked up Title Commitment, attached hereto, and initial and sign said commitment pending issuance of the Title Policy to the USA.

Said Title Policy for the USA shall:

- (a) Show "The United States of America" as the insured therein in the amount of purchase consideration.
- (b) Show the legal description as set forth in the Deed to USA as the insured legal description.

Marsh, Moriarty, Ontell & Golder, P. C.

3.

- (3) Show in Schedule B of the Title Policy, as exceptions, only the items set forth in the Certificate of Rights of Way, Easements and Reservations as being acquired subject to, and indicated as waived in the marked up copy of the Commitment, attached hereto.

In the event that they have not already been fully satisfied, an amount sufficient to pay City property for the entire 2010/2011 tax year, and/or any rollback taxes which may be due shall be withheld from the funds payable to Seller and paid to the taxing authority, or held in escrow until such time as they can be paid. Any exceptions for tax liens shall be removed from the title insurance policy as of the date of closing.

There will be no exception taken for parties in possession (except as noted in the Sellers Affidavit and Certificate of Inspection and Possession), in the Title Policy. We are relying on you to make certain that any requirements of the Title Company to issue the Title Policy to the USA pursuant to the terms of these instructions are met by the documents we provide, before recording or disbursing funds.

Upon recording the documents and at such time as the Title Company shall be irrevocably committed to issue the Title Policy to the USA consistent with these instructions, you are authorized and instructed to disburse the funds forwarded to you in accordance with the final settlement statement.

Please file the IRS 1099S form for the full amount of consideration paid to the Seller upon disbursement of funds.

At the closing a marked up, endorsed title commitment shall be made available for the USA. The USA's Title Policy shall be available within 30 days after the closing. If there are excess funds in the escrow account, you will be given written instructions for their disbursement to Seller, or return to the USA.

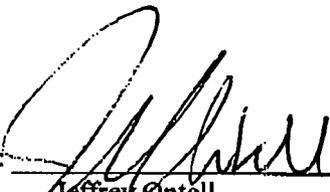
If the closing does not occur by 5:00 p.m. EST on September 7, 2011, this escrow shall terminate unless specifically extended by written notice from the USA. Upon such termination, all funds being held by you pursuant to these instructions shall be returned to the USA according to instructions to be provided to you and all documents will be returned to the parties who signed them.

If these instructions are acceptable, please acknowledge your acceptance hereof by return fax to me at (413) 253-8480. If these instructions are not acceptable, please let me know immediately. Please feel free to advise us of anything else you need to affect a successful closing of this transaction. Thank you for your assistance.

Sincerely,

  
Heather L. Ruel  
Realty Specialist

Enclosures

Acceptance:   
Jeffrey Ontell

Date: 8/31/11

FWS:R5:NWRS-RE:HRuel:jmb:08-15-2011:413-253-8597

**A. Settlement Statement**

U.S Department of Housing  
And Urban Development

OMB Approval No. 2502-0265

**B. Type of Loan**

1 <input type="radio"/> FHA	2 <input type="radio"/> FmHA	3 <input checked="" type="radio"/> Conv. Unins.	6. File Number: 43991	7. Loan Number:	8. Mortgage Ins. Case No.:
4 <input type="radio"/> VA	5 <input type="radio"/> Conv. Ins.				

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

**D. Name and Address of Borrower:**  
United States of America, 300 Westgate Center Drive, Hadley, MA 01035

**F. Name and Address of Lender:**

**E. Name and Address of Seller:**  
Craig W. Stott & Mark L. Stott,  
Bruce M. Stott & Juliette Z. Loring,

<b>G. Property Location:</b> Pikun Island Turnpike Newbury, MA 01951	<b>H. Settlement Agent:</b> Marsh, Moriarty, Ontell & Golder, P.C. 04-2806520
Place of Settlement: 18 Tramont Street - Suite 900 Boston, MA 02108	<b>I. Settlement Date:</b> August 26, 2011
City/City of Settlement: Boston Suffolk	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due From Borrower</b>		<b>400. Gross Amount Due To Seller</b>	
101. Contract sales price	\$375,000.00	401. Contract sales price	\$375,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$0.00	403.	
104.		404.	\$0.00
105.		405.	\$0.00
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. R49-15 Adj 8/26/11 - 12/31/11 \$48.64 POC		409. R49-15 Adj 8/26/11 - 12/31/11 \$48.64 POC	
110. R50-9 Adj 8/26/11 - 9/30/11 \$419.76 POC		410. R50-9 Adj 8/26/11 - 9/30/11 \$419.76 POC	
111. R 50-10 Adj 8/26/11 - 12/31/11 \$5.12 POC		411. R50-10 Adj - 8/26/11 - 12/31/11 \$ 5.12 POC	
112.		412.	
<b>120. Gross Amount Due From Borrower</b>	\$375,000.00	<b>420. Gross Amount Due To Seller</b>	\$375,000.00
<b>200. Amounts Paid By Or In Behalf Of Borrower</b>		<b>500. Reductions In Amount Due To Seller</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$2,905.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1	
205.		505. Payoff 2	
206.		506. R49-15 3rd & 4th Q '12 to Town of Newbury	\$70.24
207.		507. R50-9 2,3&4 Q '12 to Town of Newbury	\$3,443.13
208.		508. R50-10 3rd, 4th Q '12 to Town of Newbury	\$6.62
209.		509. Escrow for FY '12 to 3rd & 4th Q	\$661.28
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513. Water/sewer Betterments	\$14,176.16
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>	\$0.00	<b>520. Total Reduction Amount Due Seller</b>	\$21,262.43
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross amount due from borrower (line 120)	\$375,000.00	601. Gross amount due to seller (line 420)	\$375,000.00
302. Less amount paid by/for borrower (line 220)	\$0.00	602. Less amount paid by/for seller (line 520)	(\$21,262.43)
<b>303. CASH <input checked="" type="radio"/> FROM <input type="radio"/> TO BORROWER:</b>	\$375,000.00	<b>603. CASH <input checked="" type="radio"/> TO <input type="radio"/> FROM SELLER:</b>	\$353,737.57

**SUBSTITUTE FORM 1099 SELLER STATEMENT:** The information contained in Blocks E,G,H and I and on line 401 (or if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you, if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTIONS:** If this real estate was your principal residence, file Form 2110, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 8252 And/or Schedule D (Form 1040). You are required by law to provide [see box H] with your correct taxpayer identification number. If you do not provide [see box H] with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law, and under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Mark L. Stott BY HIS ATTORNEY-IN-FACT Craig W. Stott  
 Bruce M. Stott BY HIS ATTORNEY-IN-FACT Craig W. Stott  
 Juliette Z. Loring BY HER ATTORNEY-IN-FACT Craig W. Stott  
 Seller's Signature

I. Settlement Charges				Paid From Borrowers Funds at Settlement	Paid From Sellers Funds at Settlement
700. Total Seller/Broker's Commission based on price	5375,000.00 @	% =			
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission paid at Settlement					
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	%		POC:		
802. Loan Discount	%		POC:		
803. Appraisal Fee	to		POC:		
804. Credit Report Fee	to		POC:		
805.	to		POC:		
806.	to		POC:		
807.	to		POC:		
808. Tax Service Fee	to		POC:		
809. Flood Certification Fee	to		POC:		
810.	to		POC:		
811.	to		POC:		
812.	to		POC:		
813.	to		POC:		
814.	to		POC:		
900. Items Required by Lender To Be Paid in Advance					
901. Interest from	to				
902. Mortgage insurance premium for	mo. to	0 / day 0	Days		
903. Hazard insurance premium for	yr. to				
904. Flood insurance	yr. to				
905.					
1000. Fees Deposited With Lender					
1001. Hazard Insurance	months @	per month		\$0.00	
1002. Mortgage Insurance	months @	per month		\$0.00	
1003. City property taxes	months @	per month		\$0.00	
1007.	months @	per month		\$0.00	
1008. Aggregate Accounting Adjustment					
1100. Title Charges				\$0.00	
1101. Settlement or closing fee to					
1102. Abstract or file search to					
1103. Title examination to					
1104. Title insurance bind or to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fees to	Coshoby & Connolly				\$600.00
(Indicate above Item Numbers)					
1108. Title insurance to	Chicago Title Insurance Company				
(Indicate above Item Numbers)					
1109. Lender's coverage	Loan Front \$0.00	disc%	to	Marsh Mortality	
1110. Owner's coverage	5375,000.00	Own Prem	\$0.00	\$2.00 to	Chicago Title Insurer
1111.	to				
1112.	to				
1113.	to				
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed		Mortgage		Release	\$0.00
1202. City/county stamps: Deed		Mortgage			
1203. State stamps: Deed	\$1,710.00	Mortgage			\$1,710.00
1204. Record Deed (3 MLC)	to	Essex S ROD			\$200.00
1205. Record Deed (3)	to	Essex S ROD			\$75.00
1300. Additional Settlement Charges					
1301. Survey to					
1302. Paid inspection to					
1303. Record Deed Tax Affidavit	to	Essex S ROD			\$75.00
1304. Obtain Municipal Lien Certificate	to	Town of Newbury			\$75.00
1305.	to				
1306.	to				
1307.	to				
1400. Total Settlement Charges (Enter on lines 803, Section J and 802 Section K)				\$0.00	\$2,075.00
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all amounts and charges made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.					
Buyers			Sellers		
United States of America			Ohio VA title		
<i>Heather Reed</i>			<i>Chris W. Hill</i>		
			BY HIS ATTORNEY-IN-FACT <i>Chris W. Hill</i>		
			BY HIS ATTORNEY-IN-FACT <i>Chris W. Hill</i>		
			BY HIS ATTORNEY-IN-FACT <i>Chris W. Hill</i>		
			BY HIS ATTORNEY-IN-FACT <i>Chris W. Hill</i>		
The HUD-1 Settlement Statement which I have received is a true and accurate account of this transaction. I have caused or will cause the funds to be deposited in accordance with the instructions.			Date August 28, 2011		
Settlement Agent			Marsh, Mortality, O'Neil & Galtier, P.C.		
WARNING: It is a crime to knowingly make false statements to the United States or any other State. Penalties upon conviction may include a fine or imprisonment. For details see Title 18 U.S.C. Code Section 1001 and Section 1010.					





United States Department of the Interior  
NATIONAL BUSINESS CENTER  
Appraisal Services Directorate  
Northeast Region



SEP 17 REC'D  
SEP 17 REC'D

## APPRAISAL REVIEW REPORT

U.S. Fish Wildlife Service  
Parker River 941  
ARRTS No. FD936S

APPRAISAL REPORT PREPARED BY:  
Ahearn Appraisal Associates, Inc.  
Patricia Chipman MA CGREA #4112  
Linda Ahearn, MAI SRA MA CGREA #262

EFFECTIVE DATE OF VALUE:  
**June 22, 2010**

TYPE OF VALUE  
Market Value

PROPERTY APPRAISED:  
60 Plum Island Turnpike  
Newbury, MA 01951

APPRAISAL REVIEW REPORT PREPARED BY:  
Mary Ellen Bryant

DATE OF APPRAISAL REVIEW REPORT:  
**September 9, 2010**

TAKE PRIDE<sup>®</sup>  
IN AMERICA 



United States Department of the Interior  
NATIONAL BUSINESS CENTER  
Appraisal Services Directorate  
Northeast Region



September 9, 2010

Heather Ruel Realty Specialist  
U S Fish and Wildlife Service  
Hadley, MA 01035

Re: FWS tract PKR 941; ARRTS #: FD936S  
60 Plum Island Turnpike, Newbury, MA 01951

Dear Ms. Ruel:

I have reviewed the above-captioned appraisal report to determine if it is acceptable for use by your agency. The effective date of value in the appraisal under review is June 22, 2010.

This appraisal review report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).

Based on my review, I have concluded that the appraisal report that is the subject of this review is approved for use by the U.S. Fish and Wildlife Service.

Respectfully submitted,

  
\_\_\_\_\_  
Mary Ellen Bryant  
300 Westgate Center Drive  
Hadley, MA 01035  
MA State Cert. General No 261683  
MD State Cert. General No 20622

TAKE PRIDE<sup>®</sup>  
IN AMERICA 

<b>APPRAISAL REVIEW</b>	
ARRTS Number:	FD936S
Agency Case ID:	PKR Stott (941)
Property Owner:	Craig W. Stott and Mark L. Stott Co-Trustees of Juliette Marie Stott Trust
Agency's Proposed Action:	Acquisition of the property
Property Appraised:	9.3 Acres with Residence
Legal Description:	see Appraisal Addenda
Appraiser:	Patricia Chipman and Linda Ahearn
Real Property Interest:	Fee Simple
Highest and Best Use:	Residential Development
Present Use:	Residential
Effective Date of Value:	June 22, 2010
Date of Appraisal Report:	July 16, 2010
Date of Review Report:	September 9, 2010
Client of Review:	US Fish and Wildlife Service
Intended Users of Review:	ASD & U.S. Fish and Wildlife Service (FWS)
Intended Use of Review:	Determine if the appraisal is acceptable for use by FWS.
Market Value Opinion(s):	\$375,000
Land Value Allocation:	\$375,000
Improvement Allocation:	\$ n/a
Total Property Value:	\$375,000
Unit Value:	Value made on per sale basis.
Extraordinary Assumptions:	None
Hypothetical Conditions:	None
<i>Any Extraordinary Assumptions &amp; Hypothetical Conditions may have affected the value opinions.*</i>	

**Reviewer Recommends:** Approval of the appraisal report for use by the FWS.

**Limiting Conditions on page 11**

*\* If there are any Extraordinary Assumptions, Hypothetical Conditions, Jurisdictional Exceptions, or Legal Instructions in either the appraisal report or the review, state and comment on applicability and/or appropriateness of use in the report, (including compliance with USPAP SR 2-2 (a)(x) or USPAP SR 2-2 (b)(x)).*

**Purpose of the Review:** The purpose of this review is to evaluate compliance by the appraiser with the ASD Statement of Work (SOW), the Uniform Standards of Professional Appraisal Practice (USPAP), and Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).

**Scope of the Review:** This is a desk review of the subject appraisal report. The reviewer did not inspect the subject property nor the comparables sales. The reviewer did not verify the subject and comparable data with public records. The reviewer is familiar with this area of Massachusetts and felt a field inspection was not warranted. Beyond ascertaining compliance with the SOW, USPAP, and UASFLA, the reviewer checked all mathematical calculations, and verified that the correct property and property rights were valued by the appraiser. The reviewer did not obtain supplemental information as part of the review, and is relying solely on the factual data contained in the appraisal report. This review assignment does not include a supplemental value by the reviewer.

#### **ASSUMPTIONS AND LIMITING CONDITIONS**

1. I do not authorize the out-of-context quoting from, or partial reprinting of, this review report.
2. This review report is based on information and data contained in the appraisal report, which is the subject of the review.
3. It is assumed that the data contained in the appraisal report are factual and accurate.
4. The reviewer reserves the right to reconsider the conclusions reached in this review should any new or additional information become available that contradicts the data relied upon in the appraisal report under review.
5. Unless otherwise stated, all assumptions and limiting conditions contained in the appraisal report, which is the subject of this appraisal review, are also conditions of this review.

## REVIEWER'S OPINIONS, REASONS, ANALYSES, COMMENTS, AND CONCLUSIONS

The purpose of this section is to report the reasons and support for the reviewer's conclusions, and to explain discrepancies and disagreements. This section should be written in a narrative format that clearly meets the standards found in USPAP SR 3 and UASFLA Part C.

The following must be addressed:

- a) *Develop an opinion as to the accuracy and completeness of the material under review, given the reviewer's scope of work.*

The report has no substantial errors or omissions. It is in no way misleading and appears to be complete. Any minor errors contained within this report such as incorrect sales map and unreadable Sales Adjustment Grid were replaced. No other inaccuracies were found.

- b) *Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the reviewer's scope of work.*

The appraiser found four (4) sales most like the subject. The ranges prior to adjustments were; in size 4.2 acres to 1.17 acres, date of sale 6/07 to 5/10, and sale price \$185,000 to \$390,000.

Adjustments were made for Time, Location, Physical Characteristics, Neighborhood appeal, Improvements, Utilities, and Size. The ranges in values after adjustments were \$312,530 to \$433,800. The appraiser determined that the mid range of \$375,700 was the most appropriate. In summary, the report contains sufficient relevant market data and appropriate adjustments leading to a credible result

- c) *Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the reviewer's scope of work, and develop the reasons for any disagreement.*

The majority of the subject is wet land. There is a residence on the property; however, it is felt to have no contributory value due to its advance age and deteriorating condition. The Highest and best use of the property is single residential lot using the current footprint. The Cost Approach was not used since the building was of an age and condition that it contributed no value to the property. The Cost and Income Approaches were properly omitted. This was adequately explained in the Valuation Methodology section of the report. The appraiser appropriately applied the Sales Comparison Approach to value the subject land parcel. A quantitative adjustment grid was used to analyze the subject's value by the Sales Comparison Approach. The appraiser appropriately applied a price-per-sale as unit of comparison, which is the standard unit of comparison for limited use parcels such as the subject. The appraiser's reasoning, opinions and analysis are considered well supported and complete.

- d) *Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the reviewer's scope of work, and develop the reasons for any disagreement.*

The reviewer has no disagreement with the appraiser's methods or opinions or conclusions. I find them to be both appropriate and reasonable.

## REVIEWER CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief:

1. The facts and data reported by the reviewer and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of the work under review, or to the parties involved with this assignment.
5. I have not performed any services regarding the subject property within the three year period immediately preceding acceptance of the assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) except to the extent that UASFLA requires the invocation of the USPAP's Jurisdictional Exception Rule, as described in Section D-1 of UASFLA.
9. I did not personally inspect the property that is the subject of the report under review; have not made a personal inspection of any of the market comparables cited in the appraisal report under review; have not verified any of the factual data presented in the appraisal report reviewed.
10. No one provided significant professional assistance to the review appraiser.

Review Appraiser

  
 Signature

License or Certification  
Number

MA: CGREA 261683  
 MD: CGREA 20622

Date Signed

September 9, 2010

Desk Review

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Field Review

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Date(s) of Field Review

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## **REVIEWER'S QUALIFICATIONS**

### **MARY ELLEN BRYANT, MSA**

Maryland Certified General Appraiser License # 20622

Massachusetts Certified General Appraiser License # 102644

Society of Farm Managers and Rural Appraisers- Associate Member

#### **EXPERIENCE:**

1997 - Present: Real Estate Appraiser, United States Department of Interior

#### **APPRAISAL EDUCATION:**

##### **American Society of Appraisers, Washington, DC**

Report Writing

##### **J M B Real Estate Academy, MA**

Techniques of Income Property Appraising

Investment Analysis for Appraisers

##### **American Society of Farm Managers and Rural Appraisers, Denver, CO**

Intermediate Approaches to Value for Rural Appraisal

Eminent Domain

Advanced Appraisal Review Case Studies

Appraisal Review under Uniform Appraisal Standards

ASFMRA Code of Ethics

Introduction to Appraisal Review

Appraisal Review under USPAP

Advanced Income Capitalization Un leveraged

Highest and Best Use

Principles of Rural Appraisal

Federal Land Exchanges & Acquisitions

##### **University of New Hampshire**

Water Boundaries, Riparian Rights

##### **University of Maine, Orono**

Timber Risk Assessment@

##### **Appraisal Institute, Chicago, IL**

7 Hour USPAP

General Applications

Uniform Standards and Principles of Appraisal Practice

Federal Land Exchange & Acquisition Appraisal Issues

Basic Income Capitalization

Principals of Appraisals

Appraisal Procedures

USPAP

##### **U S Fish and Wildlife**

Real Estate Law

Pre-acquisition Contaminants Survey

##### **Federal Deposit Insurance Corporation**

Affordable Housing Certification

Legal / Evictions Seminar

Financing Affordable Housing

##### **National Training Center, Washington, DC**

Congressional Operations Seminar

#### **APPRAISAL EXPERIENCE:**

Narrative appraisals of real property since 1996

Review Appraiser since 2003.

Property types have been wetlands, coastal islands, fresh water islands, salt water marshes, residential building lots, residential subdivisions, industrial land, commercial land and agricultural land. Appraisals have been completed in CT, MA, ME, MD, NH, NJ, NY, PA, RI, VA, VT and WV.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

July 16, 2010

Ms. Susan P. Russo, ARA, New England Review Appraiser  
U. S. Department of Interior  
Appraisal Services Directorate  
300 Westgate Center Drive  
Hadley, MA 01035-9589

Dear Ms. Russo:

As requested, Linda Ahearn and Patricia Chipman personally inspected the properties described your Statement of Work PKR(941)Stott; ARRTS# FD936S dated April 28, 2010, and further described as Map 50; Lots 9 and 10 and Map 49: Lot 15 in the Town of Newbury Assessor files, in order to render an opinion of the Market Value of the Fee Simple Interest of all three parcels combined as of June 22, 2010. The property consists of two vacant parcels of land and one improved parcel. The total acreage of all three parcels is +/-12.3 acres. At your instruction, we are appraising these parcels as one site. The intended users of this appraisal report are U.S. Department of the Interior Appraisal Services Directorate and Fish and Wildlife Service. The intended use is by the Fish and Wildlife Service on behalf of the United States of America in connection with the acquisition of 60 Plum Island Turnpike, Newbury, MA.

The analyses, conclusions and the final estimate of value within the attached report are based upon field research, interviews with market participants, and publicly available data collected by the appraisers. They are subject to the Standard Underlying Assumptions and Limiting Conditions contained in this report. No Extraordinary Assumptions or Hypothetical conditions are assumed, and the accompanying report has been prepared in accordance with your instructions.

Based on our investigation and current market conditions, in our opinion, the estimated market value of the Fee Simple Interest of the subject properties, as of June 22, 2010, is:

Three Hundred, Seventy-Five Thousand Dollars  
(\$375,000)

Thank you for this opportunity to provide appraisal services. Please contact me if you have any questions concerning this report.

Respectfully submitted,

  
Patricia Chipman  
MA Cert. Res. Appraiser, License #4112  
Ahearn Appraisal Associates, Inc.

  
Linda A. Ahearn, MAI, SRA  
MA Cert. Gen. RE License # 262  
Ahearn Appraisal Associates, Inc.

**Self-Contained Appraisal Report  
Of the property Located at**

**60 Plum Island Turnpike**

**Newbury, MA 01951**

~~FWS~~ Refuge Tract: PKR(941)Stott

FWS ARRTS# FD936S

**As of  
June 22, 2010**

Prepared for:

**U. S. Department of Interior**

**Susan P. Russo, ARA**

**N.E. Review Appraiser**

**Appraisal Services Directorate**

**300 Westgate Center Drive, Hadley, MA 01035-9589**

Prepared by:

**Linda A Ahearn, MAI, SRA**

**And Patricia Chipman**

**Ahearn Appraisal Associates**

**35 Water Street**

**Ipswich, MA 01938**

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# AHEARN APPRAISAL ASSOCIATES, INC.

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# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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## CERTIFICATION

We, Patricia A. Chipman and Linda A. Ahearn, certify that:

1. Patricia A. Chipman and Linda A. Ahearn made a personal inspection of the properties that are the subject of this report. The property owner's designated representative, Dennis Keating, accompanied the appraisers on the property inspection.
2. We have no present or contemplated future interest in the real estate that is the subject of this appraisal report.
3. We have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.
4. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. To the best of our knowledge and belief the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.
6. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, unbiased professional analyses, opinions, and conclusions.
7. The reported analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute and Appraisal Foundation, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule as Described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions and in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions.
8. No one provided significant professional assistance other than the persons signing this report. The appraisers have significant experience appraising properties such as the subject of this report.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Linda A. Ahearn, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute, and Patricia Chipman is a certified residential real estate appraiser in the state of MA.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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11. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation or the approval of a loan.

12. Data on current revenues, expenses and vacancies for the subject have been analyzed and reported if available and if the subject is income producing.

13. A legal description is included in this report.

14. Any personal property, fixtures or intangible items that are not real property, but are included in the appraisal, have been separately valued; and the impact of their inclusion, or exclusion, on the estimate or market value has been discussed in this report.

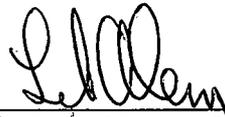
15. If any information required or deemed pertinent to the completion of an appraisal was unavailable, that fact and the effort to obtain the information have been disclosed and explained in this report.

The estimated Market Value of the Fee Simple Interest in the subject property, minus any mineral rights, as of June 22, 2010, is estimated to be as follows:

Three Hundred, Seventy-Five Thousand Dollars  
(\$375,000)



Patricia Chipman  
MA Certified Residential Appraiser  
License #4112  
Ahearn Appraisal Associates



Linda A. Ahearn, MAI, SRA  
MA Cert. General Appraiser  
License #262  
Ahearn Appraisal Associates

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

**Property Address:** 60 Plum Island Turnpike, Newbury, MA 01951 - as shown in Town of Newbury Assessor Maps: 49; Lot 15 and Map: 50; Lots 9 and 10.

**Requested by:** Susan P. Russo, ARA, N.E. Review Appraiser, U. S. Department of Interior, Appraisal Services Directorate

**Intended Users:** Appraisal Services Directorate and Fish and Wildlife Service.

**Intended Use:** For use by Fish and Wildlife Service on behalf of the United States of America In connection with the Acquisition of 60 Plum Island Turnpike, Newbury, MA. The appraisal report is not intended for any other use

**Owner of Record:** Craig W. Stott and Mark L. Stott are Co-Trustees of the Juliette Marie Stott Trust, which according to records available, is the owner.

**Title References:** Book: 4686; Page 565 and Book: 4921; Page: 42 (Parcel 2)\* and Book: 5236; Page: 731, each as the Essex South Registry of Deeds, Salem, MA. \*Parcel 1 on this deed is owned by Essex County Greenbelt Association and is not part of this appraisal assignment.

**Property Rights Appraised:** Fee Simple

**Date of Value:** June 22, 2010  
**Inspection Dates:** June 22, 2010

**Date of Report:** July 16, 2010

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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<b>Highest &amp; Best Use:</b>	<b>Vacant Land available for residential development</b>
<b>Flood Zone:</b>	<b>Zone A-2; Community Panel Number 250096 0005C, 7/2/92</b>
<b>Improvements:</b>	<b>A single family 2-story colonial style home with 3 bedrooms, 1 full bath, unheated enclosed porches, large enclosed storage area</b>
<b>Current Occupancy:</b>	<b>Vacant</b>
<b>Zoning:</b>	<b>AR-4 and Plum Island Overlay District</b>
<b>Estimate of Value</b>	<b>\$375,000</b>
<b>Effective Date of Value:</b>	<b>June 22, 2010</b>

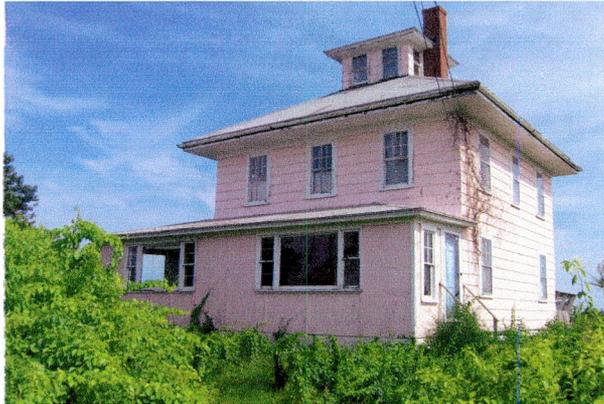
# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

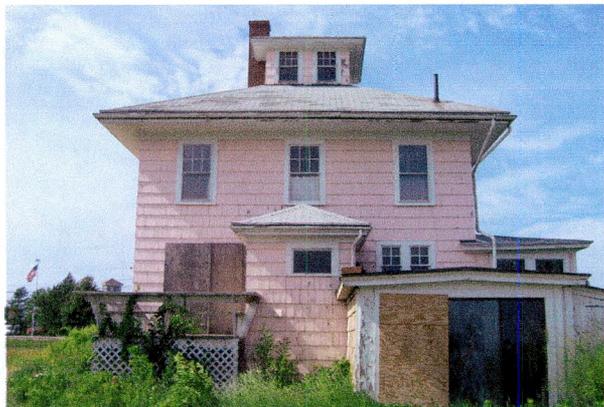
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## SUBJECT PHOTOGRAPHS

Photographs taken by Patricia Chipman on June 22, 2010



#1 Front View taken from the north of the building facing south



#2 Rear of building taken from the south of the building facing north

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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#3 Side of the building taken from west facing east



#4 Side of the dwelling taken from the east facing west



Marsh views taken from cupola

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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8. The Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the Appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation, mold, or other potentially hazardous materials may affect the value of the property. The Appraisers' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The Appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.

9. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

10. The Appraisers are not required to give further consultation, testimony or appear in court with reference to the subject property, unless arrangements have been previously made thereof.

11. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

12. The conclusions apply only to the property specifically identified and described herein.

13. Any reference to a sketch, plat, diagram or previous survey in the report is only for the purpose of assisting the reader in visualizing the property. The Appraisers have made no legal survey nor have they commissioned one to be prepared. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

15. The signatories of this appraisal are fully qualified Appraisers who have been involved in the valuation and review of many similar properties. The education and experience in valuing and reviewing properties satisfies the competency provision of USPAP. The qualifications of the Appraisers are an attachment to this report.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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## PURPOSE AND EFFECTIVE DATE OF APPRAISAL

The purpose of this appraisal is to render an opinion of the Market Value of the Fee Simple Interest of the subject property for possible acquisition by the Federal government. The effective date of this appraisal is June 22, 2010.

The intended users of this report are U. S. Department of Interior Appraisal Services Directorate and Fish and Wildlife Service. Intended Use is to assist the client agency in its determination of the amount paid for the property rights acquired or conveyed.

Fee Simple Interest is defined in REAL ESTATE APPRAISAL TERMINOLOGY, published by the American Institute of Real Estate Appraisers as: "A fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation: an inheritable estate."

## DEFINITION OF MARKET VALUE

Market Value as defined by the Uniform Appraisal Standards for Federal Land Acquisition:

"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal." (Interagency Land Acquisition Conference, *Uniform Appraisal Standards for Federal Land Acquisitions*, 5<sup>th</sup> ed. (Appraisal Institute, 2000),13.)"



# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

Parcel 1—above. Conservation Land

87

QUITCLAIM DEED

06/26/95 11:06 Inst 191  
BK 13070 PG 526

I, Juliette M. Stott, of Newbury, Essex County, Massachusetts in consideration of \$950.00 grant to **Essex County Greenbelt Association, Inc.**, a Massachusetts nonprofit corporation with a principal place of business at 82 Eastern Avenue, Essex, Essex County, Massachusetts with QUITCLAIM COVENANTS the land in Newbury, Essex County, Massachusetts being a **parcel containing about 5 acres**, more or less, lying southerly of the Plum Island Turnpike and Southwesterly of Plum Island River, and near to both, bounded as follows: viz:

NORTHERLY by land formerly of Paul T. Winkley, there measuring 21 rods; EASTERLY by land of or formerly of the First Parish of Newbury, there measuring 23 1/2 rods; SOUTHERLY by a creek; and WESTERLY by land of said Winkley, there measuring 12 rods; said Lot is described in old deeds as being a part of Plum Beach Marsh. Being the same premises described in the mortgage of John Smith to Nathaniel Little dated June 14, 1886, recorded with Essex South District Deeds, Book 1175, Leaf 133.

Hereby meaning and intending to convey the parcel identified as **R50-14** of the records of the Town of Newbury Assessors' Office.

Being **Parcel 1** of the Deed from Howard A. Noyes and Carrie C. Noyes to Milton L. Stott and Juliette M. Stott dated May 16, 1962 and recorded at the Essex South District Registry of Deeds at Book 4921, Page 42. A copy of the Death Certificate of Milton L. Stott is recorded herewith.

Witness my hand and seal this 22<sup>nd</sup> day of June, 1995

CANCELLED  
DEEDS  
ESSEX SOUTH DISTRICT  
06/26/95

TAX 4.56  
CASH 4.56  
61494000 11-07  
EXCISE TAX

*Juliette M. Stott*  
Juliette M. Stott

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

JUNE 22, 1995

Then personally appeared the above-named Juliette M. Stott and acknowledged the foregoing instrument to be her free act and deed.

*Mary E. Sheehan*  
Notary Public  
My Commission Expires:  
*Feb. 6, 1998*

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

AS JOINT TENANTS

5236731

I, GILES B. CHENEY, unmarried  
 of Plaistow, Rockingham County, State of New Hampshire  
 for consideration paid, grants(s) to MILTON L. STOTT and JULIETTE M. STOTT  
 husband and wife, as joint tenants with rights of survivorship  
 of Newbury, Essex County, State of Massachusetts  
 with WARRANTY COVENANTS  
 (Description of land or interest being conveyed; incumbrances; exception, reservations; if any)

See B. 6586 P. 180

4.9A

R49-015

600

A certain piece of salt marshland containing two acres and forty-seven rods, be the same more or less, situated in said Newbury, at Plum Bush, so-called, and bounded and described as follows: Beginning at the Northwest corner thereof, on Plum Bush Creek, by land now or formerly of Joseph Jaques; thence running Easterly by said land now or formerly of Jaques to the Northeastly corner; thence running Southerly by land now or formerly of Richard Jaques to the Southeastly corner; thence running Westerly by said land now or formerly of Jaques to said Plum Bush Creek, so-called; thence running Northerly by said Plum Bush Creek to the bound begun at.

Also one other piece of salt marshland in said Newbury, bounded as follows: Beginning at the Northwestly point thereof; thence running Easterly by land now or formerly of Richard Jaques to Plum Bush Creek; so-called; thence running Southerly by said Plum Bush Creek to land now or formerly of heirs of Paul Little; thence running Westerly by said land formerly of Paul Little to a corner; thence running Northerly by land now or formerly of the heirs of said Paul Little to the bound begun at, containing 141 rods, more or less.

Being a portion of the same premises conveyed to said Giles B. Cheney by deed of Alice M. Harrison et al dated June 11, 1941 and recorded in Essex County Registry of Deeds, Book 3261, Page 219.

husband  
 wife  
 Essex  
 Registry

Witness my hand (s) and seal (s) this 30 day of October, 1953.

Witness: *Edmond P. Richardson*

*Giles B. Cheney*

THE STATE OF NEW HAMPSHIRE

Rockingham ss. October 30 1953.  
 Then personally appeared the above-named Giles B. Cheney  
 and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,  
*Edmond P. Richardson*  
 Justice of the Peace.  
 Notary Public.

My N. P. commission expires \_\_\_\_\_ 19\_\_\_\_  
 Essex ss. Recorded Jan. 6, 1955. 30 m. past 10 A. M. #38

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

MAP 50 LOT 10

2004 4971 Pgs 42

WE, HOWARD A. NOYES and CARRIE C. NOYES, his wife, ~~both~~  
in her own right, both

of Newbury, Essex County, Massachusetts,  
~~being married~~, for consideration paid, grant to WILSON L. STOTT and JULIETTE M.  
STOTT, husband and wife as tenants by the entirety, both

of Newbury aforesaid, with quitclaim covenants  
the land in said Newbury, being two parcels of salt marsh land, bounded  
and described as ~~XXXXXXXXXXXXXXXXXXXX~~ follows, viz:-

PARCEL 1. A parcel containing about 5 acres, more or less,  
lying southerly of the Plum Island Turnpike and Southwesterly of Plum  
Island River, and near to both, bounded as follows, viz:-

NORTHERLY by land formerly of Paul T. Windley,  
there measuring 21 rods; EASTERLY by land of or formerly of the First  
Parish of Newbury, there measuring 23 rods; SOUTHERLY by a creek; and  
WESTERLY by land of said Windley, there measuring 12 rods; said lot is  
described in old deeds as being a part of Plum Beach Marsh. Being  
the same premises described in the mortgage of John Smith to Nathaniel  
Little dated June 14, 1886, recorded with Essex South District Deeds,  
Book 1175, Leaf 133.

PARCEL 2. Also a lot of Beach and Marsh land containing about  
1 1/2 acres, bounded and described as follows, viz:-

Commencing on Plum Island Turnpike by land formerly of  
William Burke Little, thence running WESTERLY by said land of said  
Little 7 rods to Plum Bush Creek; thence SOUTHERLY by said Creek 6 1/2  
rods to other land now or formerly of Little; thence Easterly by the  
last mentioned land 2 1/2 rods to said Turnpike; and thence NORTHWesterly  
by said Turnpike 19 rods to the point of beginning. Being the second  
lot described in mortgage of John Smith to Nathaniel Little dated May  
28, 1889, recorded with said Deeds, Book 1250, Page 354.

Reference is made to deed from John W. H. Smith to George  
W. Chase and Carrie C. Noyes dated January 12, 1902, recorded with said  
Deeds, Book 2709, Page 37.

Subject to the taxes for the year 1902, which the grantee  
assumes and agrees to pay.

The said Carrie C. Noyes being the sole ~~husband~~ ~~and grantor~~  
heir at law of her brother George W. Chase now ~~wife~~  
deceased.

~~she hereby grants all right~~ ~~of her~~ ~~share~~ ~~and~~ ~~other~~ ~~interests~~ ~~therein~~  
~~to the said grantee~~ ~~and~~ ~~her~~ ~~heirs~~ ~~and~~ ~~assigns~~

Witness our hand and seal this 11th day of May, 1902.

..... Howard A. Noyes  
..... Carrie C. Noyes

The Commonwealth of Massachusetts

Essex, ss.

May 16 19 02

Then personally appeared the above named Howard A. Noyes and Carrie C. Noyes  
and acknowledged the foregoing instrument to be their free act and deed, before me

.....  
Notary Public - ~~State of the State~~  
My commission expires March 16 1908

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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## AREA, TOWN, NEIGHBORHOOD OVERVIEW

Newbury is one of 34 municipalities North of Boston in Essex County, which covers 514 square miles and, according to the 2000 U. S. Census, has a population of 723,419.

Essex County is located in the northeast corner of the state of Massachusetts, bordered by New Hampshire to the north and the Atlantic Ocean on the east. The subject property is located in an area commonly referred to as the Greater Merrimack Valley area, which includes the cities of Newburyport and Amesbury and the towns of Merrimac, Newbury, Salisbury and West Newbury as well as points west. These communities enjoy suburban living in a rural setting along with convenient access to employment areas via I-95, I-495 and US-1. Much of this area is located either directly on the Atlantic Ocean coastline or the banks of the Merrimack River and most was once farmland. Although the rural atmosphere still exists, there is commercial development in the town centers and along the highways.

Presently, the economy remains weak though there is a sense of cautious optimism. Commercial real estate in the Greater Boston area shows signs of stabilization although potential defaults remain a concern. Most New England employers are no longer shedding workers, and many are restoring recession-induced cuts in wages and benefits. Retailers cite sales increases. Manufacturers say demand continues to grow, and advertising and consulting firms report modest revenue increases.

Some say that employment is the key to recovery. Unemployment as of May remains high nationally at 9.3 % and 9.2% at the state level.

Generally, residential real estate market has been in decline for the past few years due to sub prime mortgage problems and a general slowdown in the economy. Locally, home prices and the number of residential sales appear to be improving.

The local Newbury real estate market was reviewed. Statistics provided by our local MLS for the past few years in Newbury, MA, show that during 2008 there were 57 sales of single family homes with a median sale price of \$410,000 and an average sale price of \$549,633. Average days on market were 221.

During all of 2009 there were 51 sales of single family homes with a median sale price of \$415,500 (up 1.34%) and an average sale price of \$422,219 (down 23.18%). Average days on market were 195.

So far in 2010, there have been 23 sales of single family homes with a median sale price of \$423,000 (up 1.83% from last year) and an average sale price of \$478,443 (up 13.32% from last year). Average days on market were 119 so far this year.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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Each year the median sale price in Newbury has risen. The average sale price has been more volatile moving from \$549,633 down to \$422,219 and then up to \$478,443 this year. When considered on the whole, prices-as reported in the MLS in Newbury-appear to be stable to up slightly. Foreclosures may not be represented in our MLS data. ForeclosuresMA.com reports six foreclosures in Newbury in the past 180 days.

Currently there is a home at 59 Plum Island Turnpike, across the street from the subject, for sale. Listed on 6/4/2010 for \$424,000 and reduced to \$399,900 on 6/14/2010, the 1,170 SF home is a 5 room, 1 bedroom+, 1 bath contemporary sited on a .51 acre lot overlooking the marshes. The broker indicated showings were slim and that the price would most likely be lowered, again, soon.

## TOWN SUMMARY

The Town of Newbury is located approximately 30 miles north of downtown Boston. It is bounded on the north by Newburyport and West Newbury, on the south by Rowley on the west by Groveland and Georgetown, and on the east by the Atlantic Ocean. The Parker River traverses the town from west to east.

Newbury was incorporated in 1635 and is mainly a residential, seaside community with little retail and commercial property. According to the 2009 Newbury Town report, census forms to Newbury households revealed 6,755 residents of whom 5,995 are registered voters. The Town covers 24.2 square miles of land area, most of which is quite level. It has only 286 people per square mile with an estimated median income in 2008 of \$95,129 up from \$74,836 in 2000, and a mean price of \$545,719 for all housing in 2008.

The Town has both traditional Antique and Colonial homes in its central and Byfield districts and mostly summer homes, cottages, and contemporaries along Plum Island. Most of its undeveloped areas are wetlands and marshland. Newbury is home to the Parker River Wildlife Center and Joppa Flats Audubon Education Center, which are located on or near The Great Marsh, a 20,000 acre area of salt marsh grassland, tidal creeks, and estuaries, of which the Parker River Wildlife Refuge makes up 4,662 acres. This area is a destination for many photographers, hikers, birdwatchers and nature lovers. Newbury has over 6 miles of beach for swimming, fishing, kayaking, etc. This seaside marsh setting is where the subject property is located.

Plum Island Airfield is located very near the subject. It is a small airfield used by many locals for their private aircraft.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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Governed by a Board of Selectmen with an open Town Meeting, Newbury is part of the Triton Regional school district. Triton Regional Jr. - Sr. High School is in Newbury, which also has its own elementary school, and Newbury students can attend Whittier Vocational High School. The Governors Academy, formerly Governor Dummer Academy, is located in Newbury as is Olde Newbury Golf Course. There is MBTA train service from neighboring Newburyport into Boston, and several major highways serve Newbury. I-95 and State Route 1 and 1A run north to south through Newbury. Anna Jacques Hospital is located in Newburyport. Electricity, gas, municipal water and sewer are available in Newbury, although sewer is not available town-wide. Early in 2010 the Planning Board reported that in 2009 there were 5 ANR lot approvals, 1 definitive subdivision plan application submitted, and 1 new lot created. Three subdivisions are underway, but none of them is on Plum Island

In summary, Newbury is a long-established small town well located along commuter routes, the Parker River, and the ocean. It is considered a very appealing location in which to live and/or work.

## SUBJECT NEIGHBORHOOD

The subject neighborhood is greater Plum Island, an area that extends from Ocean Avenue in Newburyport east to the Atlantic Ocean. The subject property is not located on the island, but rather on the only road to the island. Plum Island is a unique seaside community that encompasses four towns and two ways of life. Residences are located in both Newburyport and Newbury. The Plum Island land in Rowley and Ipswich is uninhabited and part of the Parker River National Wildlife Refuge, which occupies nearly three-quarters of southern Plum Island. Many years ago, Plum Island was mostly a summer community of small cottages on or near the water with some hotels and summer camps. Now, it is mainly home to single-family residences. With city water and sewer available, most of the homes are year-round and range in size from very modest, old summer cottages to large, new million dollar water-front or water-view residences.....sometimes next to each other. Recent storms have caused extensive beach erosion on this barrier island, and several homes along the ocean are in danger of losing their footings and collapsing into the water. The Federal government has appropriated funds to dredge the mouth of the Merrimack River and stabilize the sand along the beachfront. But erosion remains a concern. A few small businesses serve the island, which during the summer season is full of beachgoers.

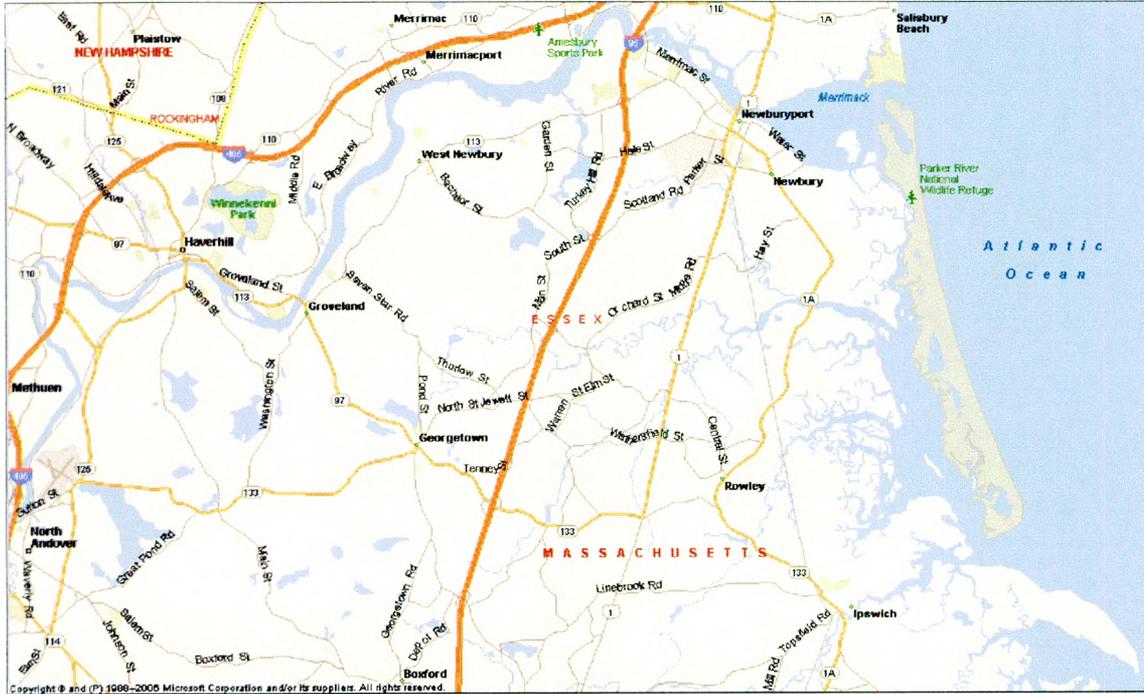
The subject property is located in northeast Newbury on the only road that offers access to Plum Island from the mainland. The subject site is on the southerly side of Plum Island Turnpike, which is a heavily traveled, two-way bituminous road with a bicycle lane, but no sidewalks or curbs. It does have streetlights.

The immediate neighborhood along the Turnpike is a mix of government-owned facilities, several single family homes--mostly across the street, an air field, a small restaurant, and mainly marshland. The subject dwelling sits alone surrounded by marshland, very visible to passers-by.

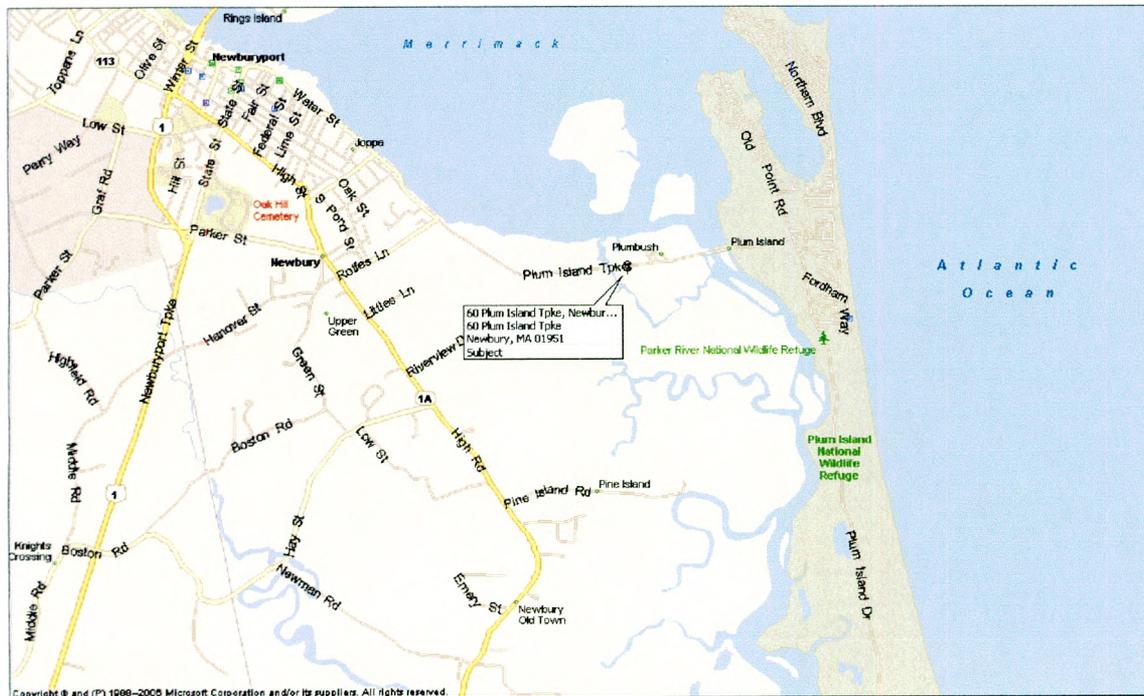
# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

## AREA MAP



## NEIGHBORHOOD MAP

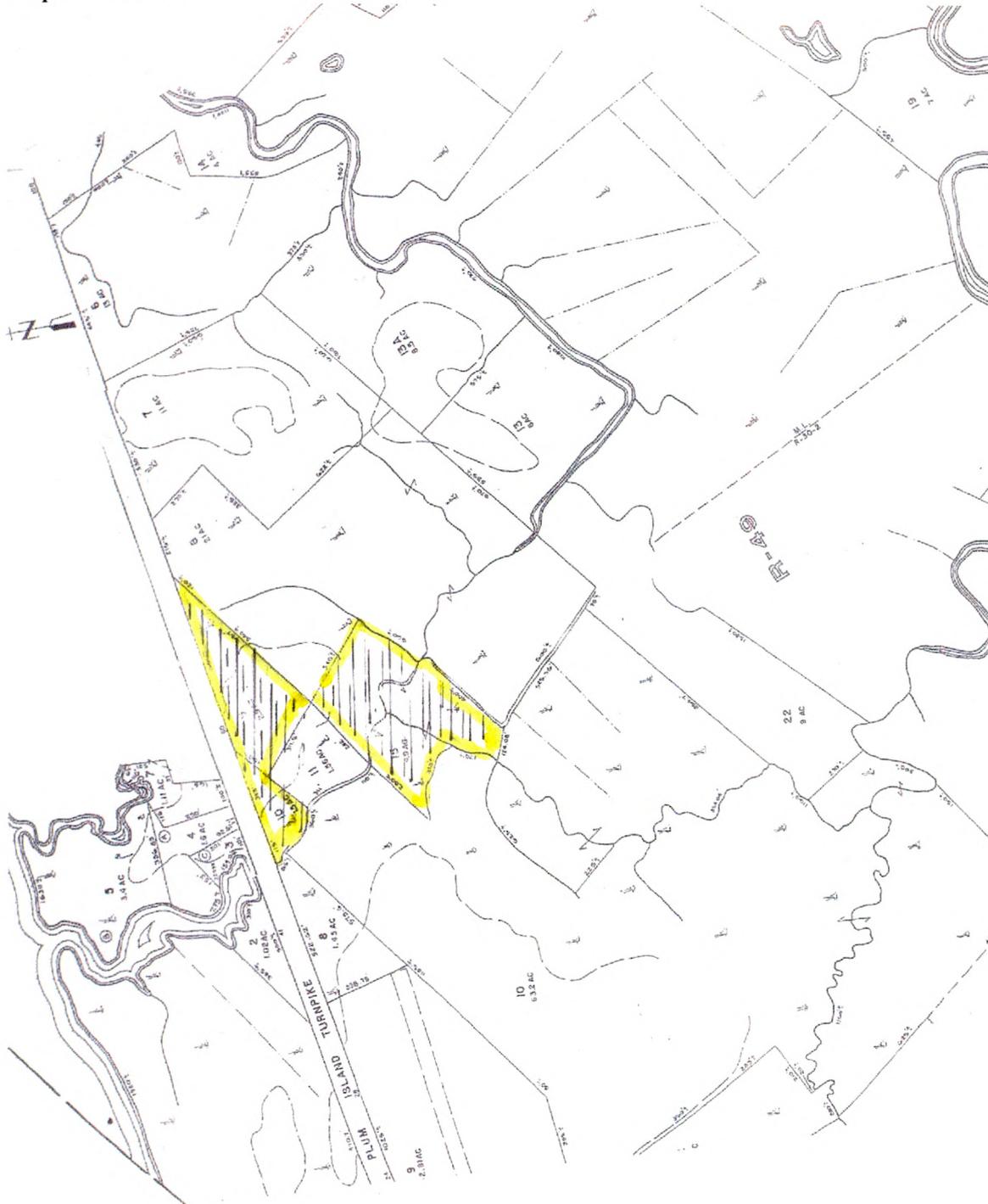


# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

## SITE PLAN

Map R50/Lot 9 and Lot 10  
Map R49/Lot 15



## PHOTOGRAPHS AND DESCRIPTION OF IMPROVEMENTS

**6 Plum Island Turnpike, Newbury, MA**  
Photographs taken by Patricia Chipman on June 22, 2010



#1 Front View taken from the north of the building facing south

The subject dwelling is something of a landmark to people who live on and love Plum Island. It has stood, alone, just off Plum Island Turnpike for many, many years.

According to Town records, the 26' x 26' two-story main dwelling was built in 1922 as a wood-frame, single-family house with a full basement. It would seem that the enclosed porches, now heated and unheated, were added later. They were built on piers with skirtboards. It is assumed that a large rear storage area (could be a small garage) was also added as was a rear deck and rooftop cupola. Before her death in September of 2006, Juliette Stott had owned the property since 1960. At least some of the time, Mrs. Stott used part of her home as a real estate office. It has been vacant for years. It is in fair to poor condition throughout with deferred maintenance evident inside and out.

The appraiser measured the exterior of the dwelling and has not included unheated portions of the first floor in the gross living area (GLA). Town records indicate that the enclosed porches are living area. Only one small portion is heated.

There are few, if any, redeeming characteristics or quality features about this dwelling. It shows neglect, and wear and tear throughout. None of the systems, fixtures, or improvements is up to date, with the exception of one storm door.

Adjoining uses include unbuildable marshland to the east/south/west, the Plum Island Airfield and a non-residential "out building" and "warehouse" at 28 Plum Island Turnpike to the west, across the street there are residential uses along the Turnpike and Bob Lobster restaurant, which sells mainly seafood and ice cream.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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**Bob Lobster across street and to the south**



**Adjacent use to the East**



**Street View facing East**

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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The exterior wood shingles are average, but most of the trim shows rot. The pressboard porch exterior is in poor condition. There are holes in the wood gutters. Downspouts are metal. We did not get onto the back deck. Access from the dining room was blocked, and there were no stairs to the back yard. It did not appear to be in safe condition from visual inspection alone.

The "front" entry is on the side of the wrap-around enclosed porch. One section of the porch as you enter is heated. There is one heat duct on the floor. A pocket door separates this area from the other porches along the front and side of the dwelling, which have no heat. Each section of the porch has a picture window and either wood flooring or older, curling linoleum flooring.

The main room on the first floor is the fireplaced living room. Floor covering is older stained carpet. Sliders from the living room offer access to the side porch. They don't function well. A "pass through" from the kitchen to the living room is located on the wall beside the fireplace. The staircase is in the living room.

Behind the living room are the kitchen and dining room. The dining room has older carpet, a storage closet, sliders to the deck (now boarded up), a door out to the rear entry with washer/dryer hook ups, and a wood stove. It is not known whether either the fireplace or the wood stove functions.

The kitchen is small, old, modest, and in disrepair. Linoleum squares are missing or unglued in places. There is a tile ceiling, an old green electric stove, double stainless steel sink, a few low quality wood cabinets and Formica countertops. Outside the kitchen is another porch. This one has a small alcove with a toilet. Sometimes this is referred to as a "half bath", but it isn't. No heat was noted in this area. Stairs to the basement are located in this porch. Wood trim is rotted.

To the rear of the dwelling, accessed from the back entry is a large shed/garage area with sliding glass doors out. Flooring is concrete. Windows are broken or missing. A ceiling joist is broken. This area looked damp and mildew was seen.

The second story contains 3 bedrooms and a full bath. One of the front bedrooms is small, pink, has red carpet and a narrow closet. The other front bedroom is nice size. It has a wood floor with a gold area carpet and a nice size closet. The rear bedroom also has wood flooring and a black area rug and clothes closet. The bathroom has ceramic tile flooring, ceramic tile wainscot and tub surround, a green tub, a sink and toilet. The bath is semi-modern.

A staircase leads from the second story to a rooftop cupola with vertical wood walls, no heat, and expansive views over the marshes.

The basement had standing water on the day of the inspection. Both the oil fired FHA furnace and the hot water heater, which were on blocks, were in water. The oil tank is in the basement. There is a sump pump. The electric service is off, so it is not known whether it would have taken care of the water. It is assumed the basement floor is concrete.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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Overall, the building quality and condition are fair to poor.

The listing broker reports he's had many showings and that some potential buyers have been contractors and folks who would consider renovating the dwelling. They believe it would be easier and less expensive than rebuilding since a new dwelling would have to go on piers.

It is believed that the typical buyer of this property would demolish the dwelling and build a brand new home. This dwelling does not add value to the property. The utility connections do add value. The building should be razed once permits are issued to rebuild on the site. Additional photographs of the subject dwelling are in the addendum of this report.

A summary of the building's structure and interior finish materials is as follows:

**Floor Area:**

<b>Main Floor:</b>	1,514 SF
<b>Basement:</b>	638 SF
<b>Foundation:</b>	Poured Concrete, brick and fieldstone

**Structure:** Wood

**Basement:** Mainly brick and fieldstone walls. Floor was covered with standing water. Access is made via a stairwell from one of the enclosed side porches

**Exterior walls:** Wood shingles and pressboard  
**Roof:** Hip roof with asphalt shingles.

**Ceilings:** Sheetrock and ceiling tiles.

**Interior walls:** Plaster & sheet rock

**Floors:** Carpet and Linoleum.

**Heat:** Oil-fired FHA  
**Electricity:** Believed to be 60 or 100 Amp service with fuses.

**Plumbing:** One full bath in average condition.  
One toilet in unheated porch.  
First floor laundry facilities and washer & dryer hook ups in rear entry.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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<b>Fire Protection:</b>	<b>None</b>
<b>Utilities:</b>	<b>Electric, water, sewer, and telephone. The sewer has a pump chamber and force main, according to the Conservation agent. Utilities were shut off on the day of the inspection.</b>
<b>Fireplace:</b>	<b>One brick</b>
<b>Year Built:</b>	<b>1922, according to town records</b>
<b>Effective Age:</b>	<b>45-60 years</b>
<b>Remaining Economic Life:</b>	<b>nominal due to condition</b>
<b>Condition:</b>	<b>Fair to Poor throughout</b>



# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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## PROPERTY HISTORY

There have been no sales or transfers of the subject improved property recorded within the last ten years. It was built as a single-family residential dwelling and has always been used as a single-family residential dwelling. At one point Mrs. Stott used part of the subject dwelling as her real estate office. According to Craig Stott, the property has not been rented during the past three years. It is presently vacant.

The last sale was on 7/20/1960. William DeHart and Julia S. DeHart sold to Milton L. Stott and Juliette M. Stott, for consideration paid, land in Newbury, MA, with buildings thereon. The transaction was recorded in Deed Book: 4686; Page: 565 and recorded in the Essex South Registry of Deeds, Salem, MA. The 2.9 acres of land, more or less, described in the above referenced deed is known as Map: 50; Parcel: 9 in the Town of Newbury Assessor's Office and is improved with a single family dwelling.

This deed is subject to a right of way reserved to A. K. Little, her heirs and assigns over the parcel to the turnpike.

On 5/14/1962 Howard A. Noyes and Carrie C. Noyes sold two parcels of sale marsh land to Milton L. Stott and Juliette M. Stott, for consideration paid. The transaction is recorded in Deed Book: 4921; Page 42 dated May 23, 1962. It described two parcels of land. Parcel One has since been sold to the Essex County Greenbelt Association (see Deed Book: 13070; Page: 526) and is not part of this appraisal. Parcel two is unimproved and contains 1.5 acres, more or less, and is known as Map 50; Lot 10 in the Town of Newbury Assessor's Office. This parcel abuts Lot 9 (above mentioned) and is located along Plum Island Turnpike.

On 10/30/1963 Giles B. Cheney sold two parcels of unimproved salt marsh land to Milton L. Stott and Juliette M. Stott, for consideration paid. The transaction is recorded in Deed Book: 5236; Page: 731 in the Essex South District Registry of Deeds, Salem, MA, on January 6, 1966. The sale includes two contiguous lots, which contain 4.9 acres, more or less, and is known as Map: 49; Lot: 15 in the Town of Newbury Assessor's Office. This site has no street frontage. Neither of the unimproved parcels has sold within the past ten years. It is currently listed for sale. Asking price is \$950,000. Original listing price: \$1,250,000 on 3/12/2009.

If any of this property transferred after Mrs. Stott's death, no record of the transfer has been found. The town of Newbury still lists Juliette Stott as the owner. There must be a Trust Deed transferring ownership from Milton L. Stott and Juliette M. Stott to The Juliette Marie Stott Trust. We do not have a copy of the Trust. Craig Stott sent the appraisers the attached "Resignation of Donor As Trustee and Appointment of Successor Trustees" paperwork showing Co-Trustees of the Juliette Marie Stott Trust to be Craig W. Stott and Mark L. Stott. We assume that the Juliette Marie Stott Trust is still the owner of the property.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

## RESIGNATION OF DONOR AS TRUSTEE AND APPOINTMENT OF SUCCESSOR TRUSTEES The Juliette Marie Stott Trust of August 30, 1991

I, Juliette Marie Stott, the Donor and Trustee of the Juliette Marie Stott Trust of August 30, 1991, pursuant to the powers vested in me as Donor, do hereby resign as Trustee, it being inconvenient for me to serve as Trustee of my said Trust, and I appoint my sons, Craig W. Stott and Mark L. Stott, to serve as Co-Trustees of the Juliette Marie Stott Trust of August 30, 1991, their appointments to become effective immediately.

Dated this 15 day of JANUARY, 2002

Brenda L. Pratchell  
Witness

Juliette Marie Stott  
Juliette Marie Stott, Donor

### COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Date: 1/15/02

Then personally appeared, the above named Juliette Marie Stott, and acknowledged the foregoing instrument to be her free act and deed, before me,

Andrew Weston Wood

Notary Public

My Commission expires Oct 11, 2007

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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## THE APPRAISAL PROCESS

In estimating the market value of real estate, there are three approaches that include The Cost Approach, The Income Approach, and The Sales Comparison Approach. Each of these approaches to value will be discussed separately.

### The Cost Approach

The Cost Approach is a valuation method derived by estimating the reproduction/replacement cost of the improvements, deducting the estimated depreciation and then adding the value of the underlying land.

The Cost Approach involves six steps:

1. Estimate the value of the site as if vacant and available, based upon its highest and best use.
2. Estimate reproduction/replacement cost new.
3. Estimate depreciation from all causes.
4. Subtract the accrued depreciation from the reproduction/replacement cost new of the improvements, in order to obtain an estimate of the depreciated cost or present worth of the improvements.
5. Add the estimated depreciated value of all site improvements.
6. Add the depreciated value of all improvements to the estimated value of the site, as vacant, in order to obtain an estimate of value of the subject property by the Cost Approach.

Inherent problems in the Cost Approach are locating comparable land sales in the subject's market area, obtaining good reproduction cost estimates and the difficulty of estimating depreciation from all causes.

The Cost Approach was not developed in this report.

According to local MLS data, there were seven land sales during the past year. Sizes ranged from .17Acre to 28.49 acres with sale prices from \$160,000 to \$522,000 for the only Plum Island site, a very small waterfront parcel.

Presently there are sixteen parcels of land listed for sale in the local MLS. Three of those are located on Plum Island. Two are waterfront parcels and one is a .33 acre marsh and river view lot with an asking price of \$299,000. It was listed on 4/8/2009 for \$325,000.

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35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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While the Cost Approach may be a good indicator of value for newer or renovated properties, as the effective age of the property increases, the reliability of the Cost Approach may decrease because the depreciation estimates may be subjective. The subject improvement was built in approximately 1922, and it suffers from physical and functional depreciation from many causes. The age of the improvements, amount of deferred maintenance, and functional obsolescence of many of the features would make it difficult to determine depreciated replacement costs of the improvements with confidence. The Cost Approach is not a good and accurate indicator of value for dwellings over twenty-five years old.

## The Income Approach

The Income Approach is generally considered the most applicable approach to value for property having rental income. It is a method by which the anticipated net income is processed to indicate the capital amount of the investment that produced the net income.

The Income Approach to value is applicable to income-producing property and is not feasible in the appraisal of properties with no discernible rental income. This approach is based upon the principle of anticipation, and a process of capitalization which is used to convert a projected income stream into a present lump sum capital value. The various methods of capitalization are based upon specific assumptions concerning the quality, quantity, and durability of the projected income stream. The appraiser selects the capitalization method that is most compatible to the projected pattern of the subject future income stream.

Capitalization is a process for converting income into an indication of value. Capitalization rates express relationships between specific levels or types of income and their related value component. They may be applied to the total net income or to various segments of a property's net income.

The Income Approach was not developed in this report. It is rare that a single family dwelling in Newbury would be bought for investment purposes. With the exception of cottages on Plum Island, mostly seasonal uses, data is not available to support development of the Income Approach. Further, the subject dwelling is not in good enough physical condition to rent.

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## **The Sales Comparison Approach**

The Sales Comparison Approach is a valuation method based upon a comparative analysis of the subject property with other similar properties that sold recently, and for which the sales price and terms are known. Appropriate adjustments are made to reflect any differences in location, physical characteristics, and any other special conditions. These adjustments are made individually, and then all of the adjustments necessary to reflect the differences between the sold property and the subject are combined into an overall net percentage adjustment. This percentage is then applied to the unit sale price to arrive at an indicated value for the subject property. As a final step, the indicated values are weighted according to the sold properties' degree of comparability with the subject, thereby arriving at an adjusted indication of value by the Sales Comparison Approach. The appraiser measures the degree of comparability with consideration given to such factors as the date of sale, age, condition, physical characteristics, and financing terms.

## **Market Value Estimates**

The market value estimates, as indicated by the three approaches, are then correlated into a final estimate of value. The approach given the most weight is a function of the quality and quantity of available data.

## **Subject Appraisal Methodology**

The subject property, located at 60 Plum Island Turnpike, will be appraised as a vacant single family lot available for residential development using the Sales Comparison Approach. We will compare the site to other large sites with expansive views, preferably marsh or river views.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

## SALES COMPARISON APPROACH

After discussions with other appraisers and brokers, we have used the following sales of buildable lots for development of a value for the subject property. We did not use lots on Plum Island itself. Our location is considerably different than on the Island. Our site is much larger. It is private. Sites on Plum Island, in some cases, do offer sweeping views, but are very tightly configured - and it is an island, which is accessed by a causeway which is where the subject is located. We will discuss some sales and offerings on Plum Island in a comment after the sales grid. Plot plans for each are in the addendum.

### Sale #1



All comparable photos taken by Pat Chipman 7/12/2010

<b>Address:</b>	1 Hawk Haven Way, Lot 41B, Newbury, MA
<b>Grantor:</b>	William Austin Burns and Donald T. Delorey
<b>Grantee:</b>	Jeremy T. France and Amy R. France
<b>Book/Page:</b>	Essex South Registry; Bk 29478; Pg 365
<b>Property Rights Conveyed:</b>	Fee Simple
<b>Sale Date:</b>	05/21/2010
<b>Sale Price:</b>	\$220,000
<b>Financing:</b>	Mortgage: Salem 5.
<b>Assessed Value:</b>	\$517,400 entire parcel prior to subdivision
<b>PresentUse/H&amp;B Use:</b>	Vacant Land/Residential development
<b>Lot Size:</b>	183,257 SF or 4.20 acres.
<b>Zoning</b>	AR-4
<b>Parcel:</b>	M: R05 / L: 41A - prior to subdivision
<b>Ten-Year Sale History:</b>	No transfers noted on Hawk Haven Way
<b>Verified By:</b>	Public records/Assessor/Broker: M.K. O'Brien
<b>Conditions of sale</b>	None Known

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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**Comments:** Lot 41B is in the newly formed Hawk Haven Way subdivision off Old Rowley Road. This land abuts conservation marshland, is private, and has sweeping views. It was sold with a 4 bedroom leaching field and underground electric installed. The buyers had to install the septic tank and dig a well. This land is very near the MBTA tracks. When Lot 41B transferred, Lot 41C did, too. It is only .68 acres in size and is actually Hawk Haven Way - the private way into Lot 41A and 41B. This sold for \$1,00 on 5/21/2010 Book: 29478; Page: 363. Prior sale: Lisa J. Porter sold for \$1.00 to William Austin Burns and Donald T. Delorey, "Parcel B" on "Lot Line Adjustment Plan in Newbury, Massachusetts" as prepared for William A. and Sylvia Burns, dated 8/5/2004, prepared by Pembroke Land Survey Co. This is a tiny 2,386 SF parcel.

Location is considered similar. The traffic on Plum Island Turnpike is much heavier than on this quiet new street off Old Rowley Way, but close proximity to the train tracks does create noise at this site. Views are not as sweeping.

The broker, M. Kathryn O'Brien has another active LAND LISTING adjacent to this land at 58 Old Rowley Road, Newbury, MA, asking \$227,500. The lot is 3.31 acres, has marsh views, a well on the site, and 4-bedroom septic system already installed.

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35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

## Sale #2



<b>Address:</b>	189 Middle Road, Newbury, MA
<b>Grantor:</b>	Gillian P. Ingram
<b>Grantee:</b>	Dana J. Pagley & Kimberly F. Pagley
<b>Book/Page:</b>	Essex South Registry; Bk 29493; Pg 353
<b>Property Rights Conveyed:</b>	Fee Simple
<b>Sale Date:</b>	05/28/2010
<b>Sale Price:</b>	\$185,000
<b>Financing:</b>	Cash
<b>Assessed Value:</b>	\$218,500
<b>Present Use/ H&amp;B Use:</b>	Vacant Land/Residential development
<b>Lot Size:</b>	77,539 SF or 1.78 acres.
<b>Zoning</b>	AR
<b>Parcel:</b>	M: R14 / L: 13E
<b>Ten-Year Sale History:</b>	On 6/26/2006 Rupert H. Ingram granted Gillian Ingram his right, title and interest in this land pursuant to a partial settlement of a divorce.
<b>Verified By:</b>	MLS-Broker:P. Skibbee/Assessor/Seller-G.Ingram
<b>Conditions of sale</b>	None Known

**Comments:** Lot A, as shown on "Plan of Land in Newbury MA, property of Jean C. Wilson, dated 1/20/1997, is a 1.78 acre site mostly set back from Middle Road off Tree Farm Road, a private way. The site abuts acres of Greenbelt conservancy land and has views (mainly seasonal) of meadows and saltmarsh. It was sold with a septic plan included. Buyers must dig a well and install a septic system. There is a homeowners association with a fee to maintain the private street.

Location is considered similar. The traffic on Plum Island Turnpike is much heavier than on this street, but a tree clearing company very near, which when working creates noise at this site. Views are seasonal and inferior.

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## Sale #3



<b>Address:</b>	<b>65 Plum Island Turnpike, Newbury, MA</b>
<b>Grantor:</b>	<b>Donald Devine, Trustee of Winchester Realty Trust</b>
<b>Grantee:</b>	<b>Halcyon Properties, LLC</b>
<b>Book/Page:</b>	<b>Essex South Registry; Bk 26941; Pg 272</b>
<b>Property Rights Conveyed:</b>	<b>Fee Simple</b>
<b>Sale Date:</b>	<b>06/19/2007</b>
<b>Sale Price:</b>	<b>\$270,000</b>
<b>Financing:</b>	<b>Financed, terms unknown</b>
<b>Assessed Value:</b>	<b>\$195,900</b>
<b>Use:</b>	<b>Residential development</b>
<b>Lot Size:</b>	<b>51,011 SF or 1.17 acres.</b>
<b>Zoning</b>	<b>AR and Plum Island Overlay District</b>
<b>Parcel:</b>	<b>M: R51 / L: 3</b>
<b>Ten-Year Sale History:</b>	<b>No other sales within 10 years.</b>
<b>Verified By:</b>	<b>Public records/Assessor/Broker-Jay LeClerc</b>
<b>Conditions of sale</b>	<b>None Known</b>

**Comments:** This is an older sale of a parcel across the street from the subject. There are uninhabitable buildings on the site. They will be taken down, but any future new construction must be quite close to the road, where the buildings are now located.

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The property is presently listed with our local MLS with a new 6 room home "to be built". Asking price is \$926,777. Conversations with the broker reveal that "lookers"/potential buyers range from young folks with families to older folks with grown children. City water and sewer is available to the site and permits are in hand to build a 2,400 SF home on pilings with 3 bedrooms and 3 baths. When the land was sold in 2007, it was not permitted for new construction.

The broker mentioned that if it doesn't sell soon or if they didn't decide to build the home "on spec", the seller may just place the permitted land on the market. He said that they thought the asking range would be between \$325,000 and \$330,000. He also thought that if this listing were a larger size lot, unless the land was usable (not wetland), it would not affect the asking price.

The location is similar. The views are similar. The subject is slightly superior since the improvement is further from the street.

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## Sale #4



<b>Address:</b>	Lot 4B, Island Road, Essex, MA
<b>Grantor:</b>	Roger & Eileen Hardy
<b>Grantee:</b>	Daniel Auditore
<b>Book/Page:</b>	Essex South Registry; Bk 28982; Pg 291
<b>Property Rights Conveyed:</b>	Fee Simple
<b>Sale Date:</b>	10/08/2009
<b>Sale Price:</b>	\$390,000
<b>Financing:</b>	Conventional Financing
<b>Assessed Value:</b>	\$414,900
<b>Present Use/H&amp;B Use:</b>	Vacant Land/Residential development
<b>Lot Size:</b>	127,323 SF or 2.92 acres.
<b>Zoning</b>	Residential
<b>Parcel:</b>	M: 22 / L: 16C
<b>Ten-Year Sale History:</b>	No other sales within 10 years.
<b>Verified By:</b>	MLS-Broker: Karen Bernier/Assessor
<b>Conditions of sale:</b>	None known.

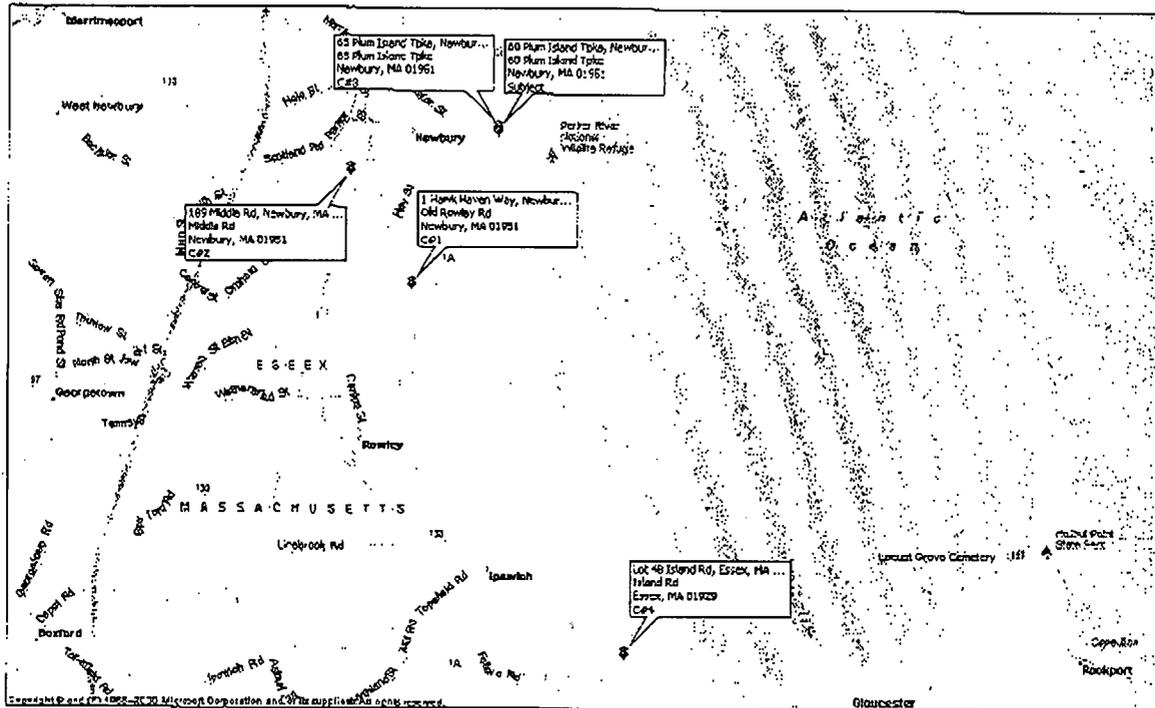
**Comments:** This site is one of six new parcels, each with marsh views on Island Road. Part of this 2.92 acre site is wet (4,390 SF) and unusable. Lot 4B is subject to many easements including common driveway and utility easement, grading easement, view easement, and a no-build area. Each buyer in this 6 lot subdivision had to pay \$8,000 extra toward the cost to install two shared driveways and underground utilities. Another recent sale (Lot 3A) is of a 3.98 acre site, most is high and dry, with good elevation and sweeping views of Castle Hill, marshland, and the river, and is adjacent to 57.8 acres of conservation land. Sale price is \$529,000.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

*Correct  
MAP*

## SALES COMPARABLES LOCATION MAP



## ADJUSTMENT COMMENTS

A grid summarizing these adjustments is shown at the end of this section. A brief discussion of the various adjustments made to the comparable sale prices follows.

### *Property Rights Conveyed*

Each of the sale comparables sold in Fee Simple. No adjustments for property rights are warranted.

### *Financing*

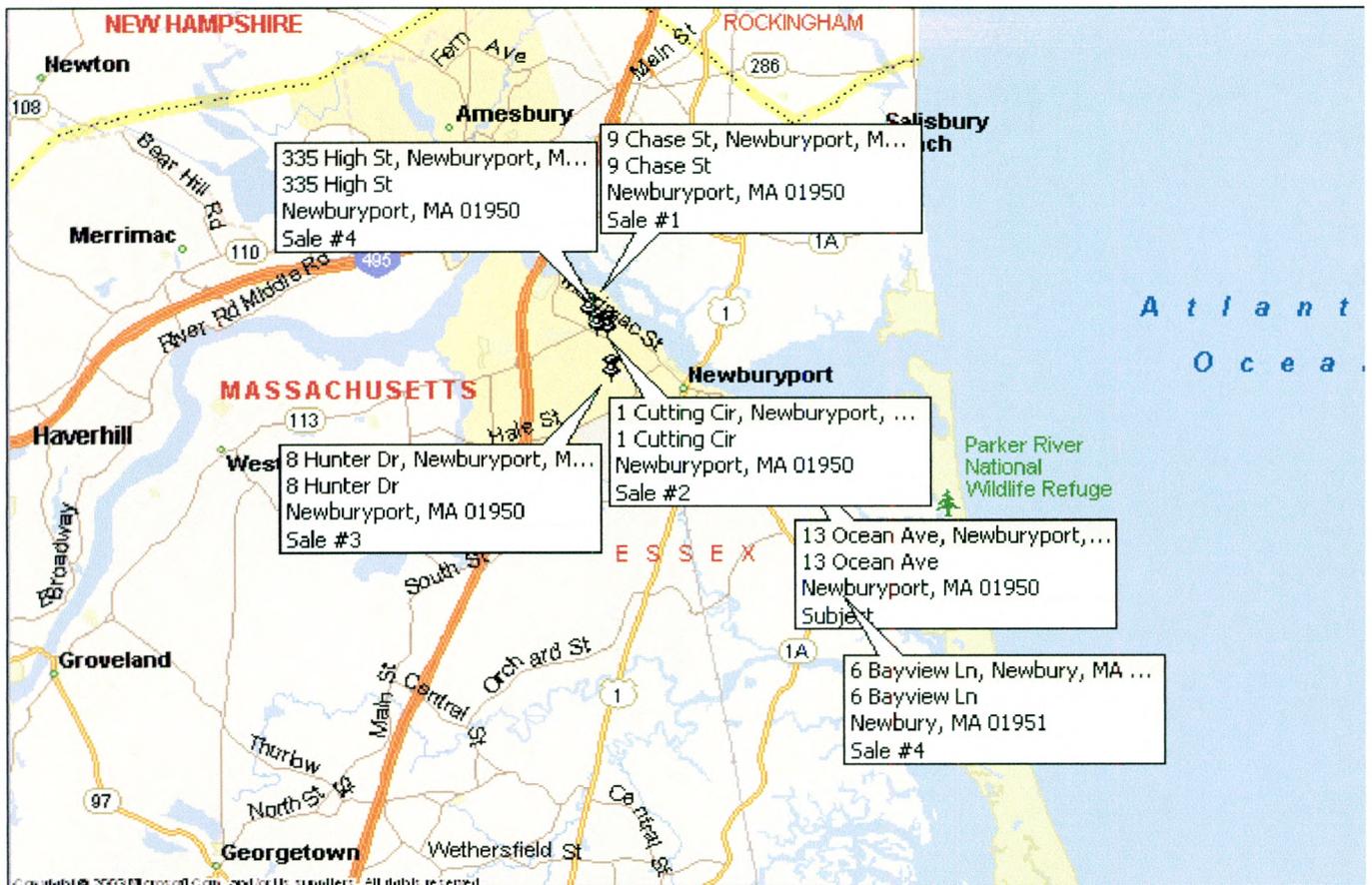
To the best of our knowledge, all of the comparable transactions were cash to the seller or equivalent financing requiring no cash equivalency adjustment.

# AHEARN APPRAISAL ASSOCIATES, INC.

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## SALES COMPARABLES LOCATION MAP

W. Mary  
MAP



## ADJUSTMENT COMMENTS

A grid summarizing these adjustments is shown at the end of this section. A brief discussion of the various adjustments made to the comparable sale prices follows.

### *Property Rights Conveyed*

Each of the sale comparables sold in Fee Simple. No adjustments for property rights are warranted.

### *Financing*

To the best of our knowledge, all of the comparable transactions were cash to the seller or equivalent financing requiring no cash equivalency adjustment.

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## Bedrooms on the second floor:



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**These two photographs are of the full bath on the second floor**



**Cupola interior**

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R-ASSESSMENT PURPOSE ONLY  
IT FOR PROPERTY CONVEYANCES

BY PHOTOGRAMMETRIC METHODS BY  
E. O'DONNELL & ASSOCIATES  
NEW, MAINE

### LEGEND

ADJACENT SHEET NO.  
COMMON OWNERSHIP  
DEVELOPMENT LOT NO.  
SCALED DIMENSION

12  
100'  
10'

### PROPERTY MAP

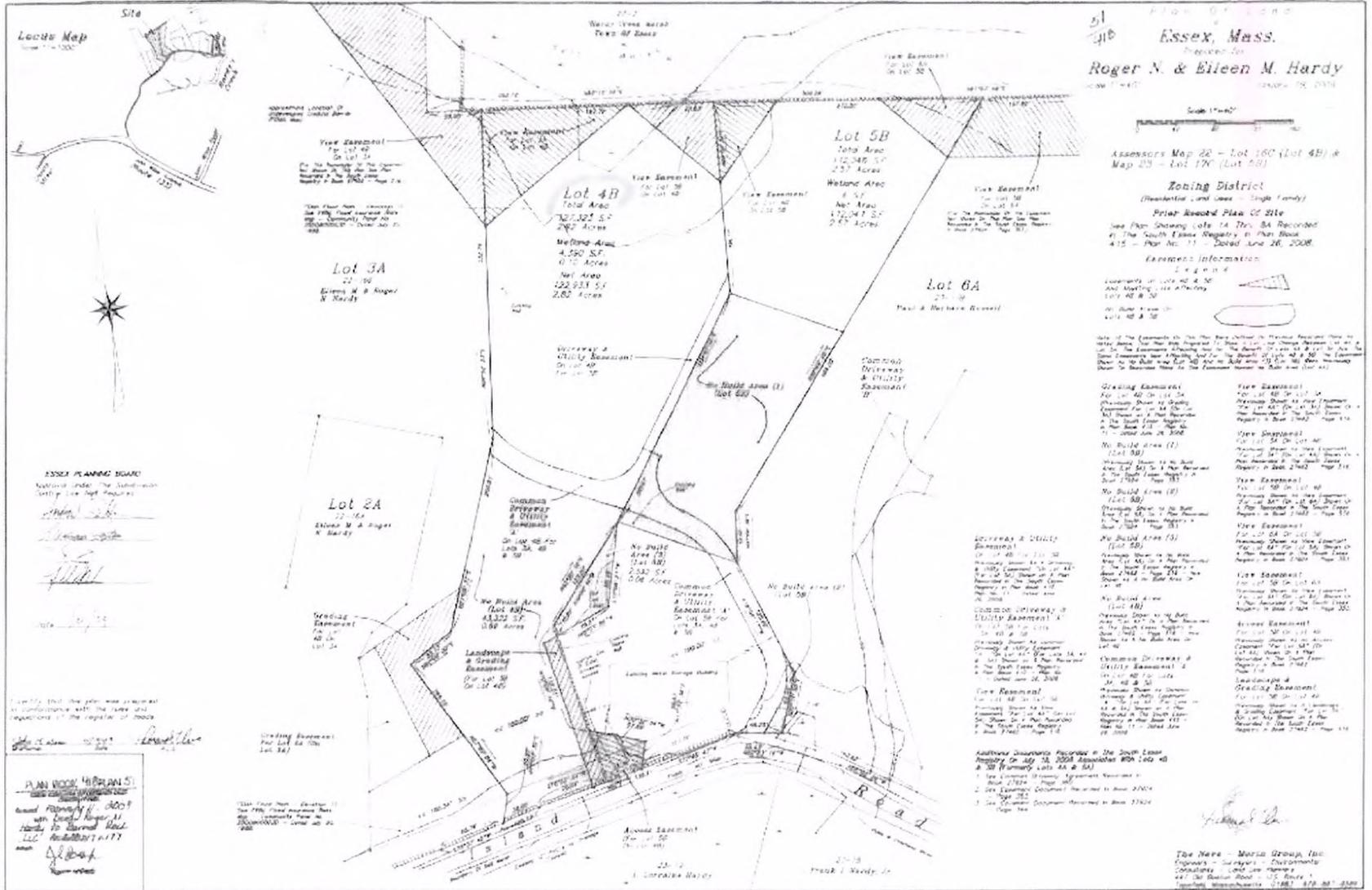
**NEWBURY**  
MASSACHUSETTS

AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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**AHEARN APPRAISAL ASSOCIATES, INC.**  
 35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200



## Appraisal Report Documentation Checklist

### Title Page

- Agency Name
- Agency Tract No.
- Appraiser's Address
- Property Address
- Appraiser's Name(s)
- Effective Date of Value

### Letter of Transmittal

- Date of Letter
- Prop. Rights Appraised
- Special Assumptions
- Estimate of Before Value
- Appraiser Signature
- Identification of Property
- Effective Date of Value
- Special Instructions
- Estimate of After Value

### Table of Contents

- Omitted
- Adequate
- Inadequate

### Appraiser's Certification

- Facts True & Correct
- No Interest in Property
- Conforms to USPAP
- Property Inspection
- Professional Assistance
- After Value
- Limited Only by Assump.
- No Contingent Fee
- Conforms to Fed. Standards
- Offered Owner Accomp.
- Before Value
- Effective Date of Value

### Summary of Salient Facts and Conclusions

- Ident. of Property
- H & B Use - Before
- Description Before
- Value Before:
  - Cost
  - Market
  - Income
  - Final Est.
- Effective Date of Value
- H & B Use - After
- Description After
- Value After:
  - Cost
  - Market
  - Income
  - Final Est.

### Photographs of Subject

- Omitted
- Adequate
- Inadequate

### Assumptions & Limiting Conditions

- Appropriate
- Extraneous
- Assumptions
- Suitable for Trial
- Limited Appraisal

### Scope of Appraisal

- Omitted
- Adequate
- Inadequate

### Purpose of Appraisal

- Defin. of Market Value
- Defin. of Property Rights

### Sum. of Appraisal Prob.

- Omitted
- Adequate
- Inadequate

### Legal Desc.—Before

- Omitted
- Adequate
- Inadequate

### Area Data—Before

- Omitted
- Adequate
- Inadequate

### Site Data—Before

- (Overall)
  - Adequate
  - Inadequate
- Present use
- Topog.
- Vegetation
- Land Shape
- Minerals
- Hazards
- Access
- Soils
- Land Area
- Utilities
- Easements

### Improvement Data—Before

- (Overall)
  - Adequate
  - Inadequate
- Type
- Actual Age
- Condition
- Occupancy
- Size
- Effective Age
- Quality
- On-site Imp.

### Fixtures—Before

- Omitted
- Adequate
- Inadequate

### History—Before

- Use
  - Omitted
  - Adequate
  - Inadequate
- Sales
  - Omitted
  - Adequate
  - Inadequate
- Rental
  - Omitted
  - Adequate
  - Inadequate

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

Uniform Appraisal Standards for Federal Land Acquisitions

Appendix A 115

## Highest & Best Use—After

- Change Considered  
 Omitted  Adequate  Inadequate
- Intensity Considered  
 Omitted  Adequate  Inadequate
- Restoration Considered  
 Yes  No  N/A
- Effects of TCEs  
 Yes  No  N/A
- Reasonable Conclusion  
 Yes  No
- Non-conformity  
 Omitted  Adequate  Inadequate

## Land Valuation—After

- Comparables:  
 Same Comparables as Before  
 Yes  No
- Description  
 Adequate  Inadequate
- Photos  
 Omitted  Adequate  Inadequate
- Analysis  
 Omitted  Adequate  Inadequate
- Suitable for Trial  
 Yes  No
- Final Value Analysis  
 Adequate  Inadequate

## Cost Approach—After

- Justified Omission  
 Yes  No  N/A
- Reproduction Cost  
 Adequate  Inadequate
- Depreciation:  
 Market Supported  
 Yes  No
- Analysis  
 Omitted  Adequate  Inadequate
- Final Value Analysis  
 Adequate  Inadequate

## Sales Comparison Approach—After

- Comparables:  
 Same Comparables as Before  
 Yes  No
- Description  
 Adequate  Inadequate
- Photos  
 Omitted  Adequate  Inadequate
- Analysis  
 Omitted  Adequate  Inadequate
- Suitable for Trial  
 Yes  No
- Final Value Analysis  
 Adequate  Inadequate

## Income Capitalization Approach—After

- Justified Omission  
 Yes  No  N/A
- Gross Income Estimate  
 Adequate  Inadequate
- Vacancy  
 Omitted  Adequate  Inadequate
- Expenses:  
 Fixed  
 Omitted  Adequate  Inadequate
- Operating  
 Omitted  Adequate  Inadequate
- Reserves  
 Omitted  Adequate  Inadequate
- Capitalization Rate:  
 Market Supported  
 Omitted  Adequate  Inadequate
- Selection Method  
 Adequate  Inadequate
- Suitable for Trial  
 Yes  No

## Final Value Estimate—After

- Reasoned Analysis  
 Omitted  Adequate  Inadequate
- Avoided Summation Appraisal  
 Yes  No
- Suitable for Trial  
 Yes  No

## Acquisition Analysis

- Avoided Valuing Take  
 Yes  No
- Shown in Proper Form  
 Yes  No

## Allocation & Explanation of Damages

- Value of Take/Damages Properly Allocated  
 Yes  No
- Damage Explanation  
 Omitted  Adequate  Inadequate
- Noted Accounting Tabulation  
 Yes  No
- Cost to Cure Damage Estimated  
 Yes  No
- Cost Justified  
 Omitted  Adequate  Inadequate
- Profit  
 Omitted  Adequate  Inadequate
- Cost v. Diminution in Market Value Considered  
 Omitted  Adequate  Inadequate

## Special Benefits

- Adequately Explained  
 Yes  No  N/A

## Location Map

- Omitted  Adequate  Inadequate

## Comparable Data Maps

- All Comp on Map  
 Yes  No
- Subject Shown on Map

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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## LINDA A AHEARN, MAI, SRA, MRA

Massachusetts Certified General Appraiser, License #262, expires 9/14/11

- CURRENT: AHEARN APPRAISAL ASSOCIATES. INC., Ipswich, MA
- Owner/Manager                      Qualified Expert Witness
- Independent Fee Appraiser – Commercial and Residential Properties
- 2007-2009      Beverly National Bank Advisory Board
- 2006-2009      Board of Directors- Boston Chapter of the Appraisal Institute
- 1998-2009      Board of Directors-North Shore Chamber of Commerce
- 1989-2000      Board of Assessors, Wenham, Massachusetts (Chairman 1995-2000)
- 1996-1999      Board of Registration of Real Estate Appraisers for Massachusetts-Gov. Weld Appointment
- 1990-1991      RESOLUTION TRUST CORPORATION AND COMFED SAVINGS BANK  
Lowell, MA  
Vice President/Appraisal Review
- Supervised Correspondent and Retail Review appraisers-Worked closely with the Underwriting and Loan Closing departments-Developed appraisal guidelines-Reviewed various residential and commercial appraisals for mortgage lending and the Foreclosure, REO and Workout departments.
- Worked for **Resolution Trust Corporation** conservatorship as of 12-14-90. This involved setting up new guidelines and procedures according to RTC regulations for asset management and disposition, and commercial appraisal review.
- 1979-1990      AHEARN APPRAISAL ASSOCIATES, INC., No. Andover, MA  
Owner/Manager - Staff ranged from 5-20.
- Independent Fee Appraiser for various financial institutions and private concerns.
- Assignments have included: Residential, Commercial & Industrial, Eminent Domain and Master Condominium Appraisals in Massachusetts and Southern New Hampshire. Qualified expert witness.
- Trained and managed appraisal staff and reviewed all work processed. Heavy emphasis on relocation appraising and personally completed commercial appraisal assignments.
- 1975-1979      VERNON A. MARTIN REALTORS AND CENTURY 21 AHEARN & AHEARN  
Georgetown, Ipswich and North Andover, Massachusetts  
Real Estate sales, training and management.

# AHEARN APPRAISAL ASSOCIATES, INC.

35 Water Street, Ipswich, Massachusetts 01938 (978) 356-9200

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## MEMBERSHIPS-DESIGNATIONS AND COMMITTEES:

The Appraisal Institute  
SRA Designation, 1984  
MAI Designation, 1995  
Massachusetts Board of Real Estate Appraisers  
MRA Designation 1984

1992-1993 Regional Candidates Guidance Representative for  
The Appraisal Institute

1988-1991 Board of Directors,  
1994-96 The Appraisal Institute

1991-1993 Young Advisory Council Member and Group Leader,  
The Appraisal Institute

1992-1996 Regional Ethics and Counseling Panel  
The Appraisal Institute

1988-1991 SRA Chairperson, Admissions Committee,  
1993-1994 The Appraisal Institute

1985-1994 Admissions Committee,  
The Appraisal Institute

1985-1989 Candidate Guidance Committee,  
Society of Real Estate Appraisers

## EDUCATION

1979-Present SOCIETY OF REAL ESTATE APPRAISERS –APPRAISAL INSTITUTE

1972-1975 NORTH SHORE COMMUNITY COLLEGE, Beverly, MA  
Business Courses

1969-1971 ENDICOTT COLLEGE, Beverly, MA  
Associates Degree in Business

# AHEARN APPRAISAL ASSOCIATES, INC.

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## PATRICIA A. CHIPMAN

**CURRENT:** Independent Fee Appraiser – 1991 to present

AHEARN APPRAISAL ASSOCIATES, Ipswich, MA.  
REALCONSULTANTS, Ipswich, MA. -through 1999  
MA. Certified Residential Real Estate Appraiser, #4112. Expires: 6/10/13

**HISTORY:** SUBURBAN PUBLISHING COMPANY, Peabody, MA.  
Advertising Sales  
EG&G, Salem, MA. Eastern Regional Sales Coordinator  
REALTY WORLD – HART & COMPANY  
Office Manager and Real Estate Broker

**EDUCATION:** Continuing Education:  
MBREA USPAP Update 2008  
APPRAISAL INSTITUTE, 2004: Special Purpose Properties  
APPRAISAL INSTITUTE, 2005 Professional Guide to the URAR  
APPRAISAL INSTITUTE, 2004 & 2006 USPAP Update  
APPRAISAL INSTITUTE, 2007 Internet Search Strategies  
THE BECKMAN COMPANY, 2004: The Technical Inspection of Real Estate  
MBREA, Expo 1999 & 2000 Commercial Program  
2001 & 2002 Residential Program  
2003 Commercial Program  
2004 & 2005 Residential Program  
2006 Residential Program  
JMB REAL ESTATE ACADEMY, 1998 – Present  
USPAP Update 2010-2011 – Feb. 2010  
Income Capitalization  
Appraising Residences & Income Properties 1-4 Families  
Uniform Standards of Professional Appraisal Course, May, 2004  
NORTH SHORE COMMUNITY COLLEGE  
Appraisal Certification Compliance  
Real Estate Principles  
Introduction to Data Processing  
Real Estate Appraisal – Introduction and MBREA Real Estate Appraisal  
Course 1A.  
Sales Comparison and Cost Approach

**KATHARINE GIBBS SECRETARIAL SCHOOL**  
Licensed Real Estate Broker in Massachusetts 1982-2000

**EXPERIENCE:** BankNorth; Ipswich Cooperative Bank; Beverly Co-operative Bank; Beverly National Bank; East/West Mortgage; East Boston Savings Bank, StonehamBank, Institution for Savings, Newburyport; Newburyport 5 Cent Savings Bank; Rockport National Bank; North American Mortgage Company, Eastern Bank; First National Bank of Ipswich; Webster Bank, National Bank; Fleet Bank Recoll Management; Coldwell Banker Management Corp. and various local law firms and private homeowners.



## Environmental Site Assessment Level I Survey Checklist

Instructions: Complete each section. When the answer is "Yes" or when no response is given in parts B., C. and D., provide documentation under Part E. Describe the distance if "Nearby" is checked and whether there is a known potential pathway for hazardous substances and/or other environmental problems on site. Attach a legal description and plat, topographic map, or other identification of the real property covered by this Survey.

Note: Any deletions or omissions from this form will render this Survey invalid.

### A. Background Information

Bureau: US Fish and Wildlife Service      Tract Name/No.: PKR (941) "The Pink House"

Project: Newbury Map 49 Lot 15 and Map 50 Lots 9-10      County: Essex      State: Massachusetts

B. Interviews: Interview owners, neighbors, county agents, etc. and any appropriate Federal authorities on past and present use, addressing the topics in Parts C. and D. below. (Attach documentation)

C. Site Inspection Screen: Note observance or knowledge of the following on site or nearby with checkmark:

	ONSITE YES	NEARBY YES	NONE NONE
1. Dumps, especially with drums or other containers. (Read labels if possible; do not open or handle! If no labels, note identifying characteristics.) Household materials: building, appliances, furniture, auto, home improvement	_____	_____	___x___
2. Other debris: note type (e.g., household, farm, industrial waste, etc.) Household	_____	_____	___x___
3. Fills: (note if possible cover for dumps)	_____	_____	___x___
4. Unusual chemical odors: basements w/VOCs from paints, varnishes, auto products, etc.	_____	_____	___x___
5. Above ground storage tanks: note type, estimate tank size: One (1) 500 gallon home heating oil tank	___x___	_____	_____

6. Chemicals/solvents storage: note where (e.g., barn, residence, etc.): various household, home improvement; see Table 2

\_\_\_\_\_      \_\_\_\_\_        x  

7. Evidence of asbestos: note where (e.g., fire proofing, acoustical plaster, siding, or floor tiles): house siding; see Table 2

\_\_\_\_\_      \_\_\_\_\_        x  

8. Vegetation different from surrounding area for no apparent reason (e.g., bare ground)

\_\_\_\_\_      \_\_\_\_\_        x  

9. "Sterile" or modified water bodies

\_\_\_\_\_      \_\_\_\_\_        x  

10. Oiled or formerly oiled roads (note if no apparent damage)

\_\_\_\_\_      \_\_\_\_\_        x  

11. Oil seeps or other stained ground, or discolored stream banks

\_\_\_\_\_      \_\_\_\_\_        x  

12. Oil slicks on, or unusual colors in, water

\_\_\_\_\_      \_\_\_\_\_        x  

13. Spray operation base: note type (e.g., air strip, equipment parking area)

\_\_\_\_\_      \_\_\_\_\_        x  

14. Machinery/equipment repair areas: historic home improvement and auto repair activities performed onsite in garages

\_\_\_\_\_      \_\_\_\_\_        x  

15. Pipelines; major electrical equipment: town water mains

\_\_\_\_\_      \_\_\_\_\_        x  

16. Electric transmission lines: pole-mounted transformers, pad-mounted transformers (note evidence of leakage): electric lines with 3 pole-mounted transformers

\_\_\_\_\_      \_\_\_\_\_        x  

17. Underground storage tanks, stand-pipes, constructed sites for petroleum product storage: sanitary leachfields

\_\_\_\_\_      \_\_\_\_\_        x  

18. Evidence of oil and gas drilling pads or holding ponds

\_\_\_\_\_      \_\_\_\_\_        x  

19. Evidence of strip mining, hard rock

mining, or other extractive mineral activity

\_\_\_\_\_

20. Other environmental problems:

\_\_\_\_\_

Creosote timber foundations, 3 burned houses-unknown contaminants in ash – potential asbestos, metals, dioxin, etc., lead paint on houses, vinyl siding, abandoned pick-up truck

D. Record Searches: Coordinate with Division of Realty. Attach documentation to show that "appropriate inquiry" was made from "reasonably ascertainable" information (see 341 FW 3, Exhibit 4) for the following:

1. Past uses that might indicate potential hazardous substance or other environmental problems on site (CIRCLE any that are applicable and document in Section E):

None

Manufacturing; service station; dry cleaning; air strip; pipeline; rail line; facility with large electrical transformers or pumping equipment; petroleum production; landfill; scrap metal, auto or battery recycling; military; lab; wood preserving. Other (describe)

None

2. Nearby land uses, especially upstream or up gradient, or that might have had waste to dump at site (see above list).

None

3. Known hazardous substance sites in vicinity: NPL, state site, or candidate site (check with EPA or state EPA counterpart).

Yes \_\_\_\_\_ No

4. Agricultural drainage history: surface, and/or subsurface drains.

Yes \_\_\_\_\_ No

5. In acquiring land from another Federal agency, that agency has notified the Department of past or current presence of a hazardous substance under section 120(h) of CERCLA (Superfund).

Not Applicable

E. Documentation and Analysis (Attached): Include all documentation for Parts A, B, and C above (e.g., detailed summary of site conditions; description of topography and other site features; list of records searched and findings; list of persons interviewed and comments; analysis; photos; etc.). Include conclusions by Environmental Contaminants Specialist, if any.

Legal descriptions can be found in Appendix I and various maps of the subject properties can be found in Appendix II.

An Environmental FirstSearch Report was generated on March 3, 2011 for the address 60 Plum Island Turnpike, Newbury, MA. A total of 12 sites/events were reported including one NFRAP (No Further Removal Action Plan) site, two ERNS (Emergency Response Notification System) sites, five state sites, one State Spills 90 site, and three State SWL (State Wetlands) sites (Appendix III). All of the sites are either closed or pose no threat of contamination to the subject property.

The first site visit was conducted on March 4, 2011 by Andrew Major, EC Specialist, New England Field Office. The inside of the house (known as the "Pink House") was not inspected during this visit. NWI maps of the property classify the wetlands as E2EM1P (estuarine, intertidal, emergent, persistent). The structure (measured at the northwest corner) is located at 42.796310N latitude, 70.830276W longitude and is sited on a peninsula of upland surrounded on the west, south, and east side by wetland and bounded on the north by the Plum Island Turnpike (Appendix IV). It is possible that the area was elevated due to filling of wetlands, but that activity had to occur prior to 1894 as the house is portrayed at its current location on a historical map. There is also some suggestion that the area is a historical midden (G.Taylor, pers. comm.). A walk around the property revealed no dump sites, abandoned drums, or other debris. A close examination of the house revealed that asphalt shingles were not used as siding. Photographs of the house and surrounding land can be found in Appendix V.

A second site visit to examine the interior of the house was conducted on March 22, 2011 by Andrew Major and Refuge Manager Graham Taylor. A 500 gallon home heating oil tank was discovered in the basement of the building and tapping on the tank confirmed that there is most likely some product still in the tank. The tank will have to be removed prior to demolition of the building. No other containers of hazardous substances were found in the building. We found no evidence of asbestos inside the house. Due to the age of the structure, there is the possibility of lead paint on the wood trim, but there was no evidence of paint flaking. Pictures of the inside of the house can be found in Appendix VI.

F. Certification (Preparer sign one and only one of the following)

1. I certify that to the best of my knowledge, no hazardous substances or other environmental problems are present on this real property other than those sighted in the above paragraph, and there are no obvious signs of any effects of such substances or problems.

Signed  Print Name Andrew Major  
Date 8-05-11 Title Fish & Wildlife Biologist (EC)

2. The surveyed real property, or a portion thereof, contains hazardous substances or other environmental problems as determined by the environmental site assessment. The owner of that real estate has cleaned up or will clean up the hazardous substances or other environmental problems to bureau specifications (documentation of the owner's commitment, ability, and plan to clean up the property is attached). A Level II or Level III Survey is not required.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

3. On the basis of the information collected to complete this form it is possible to reasonably conclude that there is a potential for hazardous substances or other environmental problems, or the effects of hazardous substances or other environmental problems, to be present on this real property.

A Level II Survey is recommended \_\_\_\_\_  
A Level III Survey is recommended \_\_\_\_\_

Signed \_\_\_\_\_ Print Name \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

4. On the basis of the information collected to complete this Survey it is possible to reasonably conclude that there is a potential for hazardous substances or other environmental problems, or the effects of hazardous substances or other environmental problems, to be present on this real property, but there is sufficient information documented to conclude that a Level II or III Survey is not necessary. The actual or potential remediation or other environmental cleanup costs or other monetary damages on this real property can reasonably expect to be \$ \_\_\_\_\_.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

G. Reprogramming

Reprogramming will \_\_\_\_\_ will not \_\_\_\_\_ be required.

F. Certification (Preparer sign one and only one of the following)

1. I certify that to the best of my knowledge, no hazardous substances or other environmental problems are present on this real property other than those sighted in the above paragraph, and there are no obvious signs of any effects of such substances or problems.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

2. The surveyed real property, or a portion thereof, contains hazardous substances or other environmental problems as determined by the environmental site assessment. The owner of that real estate has cleaned up or will clean up the hazardous substances or other environmental problems to bureau specifications (documentation of the owner's commitment, ability, and plan to clean up the property is attached). A Level II or Level III Survey is not required.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

3. On the basis of the information collected to complete this form it is possible to reasonably conclude that there is a potential for hazardous substances or other environmental problems, or the effects of hazardous substances or other environmental problems, to be present on this real property.

A Level II Survey is recommended \_\_\_\_\_

A Level III Survey is recommended \_\_\_\_\_

Signed \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

4. On the basis of the information collected to complete this Survey it is possible to reasonably conclude that there is a potential for hazardous substances or other environmental problems, or the effects of hazardous substances or other environmental problems, to be present on this real property, but there is sufficient information documented to conclude that a Level II or III Survey is not necessary. The actual or potential remediation or other environmental cleanup costs or other monetary damages on this real property can reasonably expect to be \$ \_\_\_\_\_.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

G. Reprogramming

Reprogramming will \_\_\_\_\_ will not \_\_\_\_\_ be required.

H. Approving Official

Signed  Print Name William C Fater

Date 8/9/11 Title **ACTING** Acting Chief, Division of Realty

Form F341-3X1

APPENDIX I. LEGAL DESCRIPTION OF THE PROPERTIES

04-30-10;08:23AM;

4686-565

19787445865

# 3/ 3

**William DeHart and Julia S. DeHart**  
of Newbury, Essex County, Massachusetts,  
XXXXXXXXXXXXXX, for consideration paid, grant to WILSON L. STOTT and JULIETTE H. STOTT, husband and wife as tenants by the entirety, both  
of Newbury aforesaid, with quitclaim covenants  
the land in Newbury, Essex County, Massachusetts, with the buildings thereon,  
(Description and encumbrances, if any) as follows, viz: -

Beginning at a stake on the Plum Island Turnpike by land now or formerly of John Smith, thence running SOUTHWESTERLY by land now or formerly of Abbie K. Little, more or less, to a stake and land now or formerly of Abbie K. Little; thence SOUTHWESTERLY by said land of Little, 282 feet, more or less to a stake and land now or formerly of C. St.aley Harrison; thence NORTHEASTERLY in part by land of said Harrison, in part by land now or formerly of Jaques and in part by land now or formerly of Mary 657 feet, more or less, to said Turnpike; and thence NORTHEASTERLY by said Turnpike, 610 feet, more or less to the point begun at.

Reserving to Abbie K. Little, her heirs and assigns, a right of way over the above described parcel of land to and from the said Turnpike to her remaining land on the west now runs, and granting to the grantee the right to use any and all existing right of way to the aforesaid parcel of land.

Being the same premises conveyed to the grantee by Charles H. DeHart et al; deed dated May 12, 1952, recorded with Essex South District Deeds, Book 1150, Page 221.

468 221

MUST BE RECORDED  
AND CANCELLED

Witness our hand and seal this 20th day of July 19 60  
Excise Stamps \$ 1.45 affixed  
and cancelled on back of this instrument

William DeHart  
Julia S. DeHart

The Commonwealth of Massachusetts

Essex, ss. July 20, 19 60

Then personally appeared the above named William DeHart and Julia S. DeHart and acknowledged the foregoing instrument to be their free act and deed, before me  
U. S. Docum. Stamps \$ 1.45 affixed  
and cancelled on back of this instrument

Notary Public - Justice of the Peace  
My commission expires July 11 19 61

Essex ss. Recorded July 22, 1960. 85 m. past 10 A.M. #77

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

565  
See  
B. 6586  
P. 182  
COUNTY  
William DeHart  
Julia S. DeHart  
29A  
RSB-0-9

WE, HOWARD A. NOYES and CARRIE C. NOYES, his wife, ~~HOOPER~~  
in her own right, both

of Newbury, Essex County, Massachusetts,  
~~being married~~, for consideration paid, grant to MILTON L. STOTT and JULIETTE M.  
STOTT, husband and wife as tenants by the entirety, both

of Newbury aforesaid, with quiet enjoyment  
the land in said Newbury, being two parcels of salt marsh land, bounded  
and described as follows, viz:-

PARCEL 1. A parcel containing about 5 acres, more or less,  
lying southerly of the Plum Island Turnpike and Southwesterly of Plum  
Island River, and near to both, bounded as follows, viz:-

NORTHWISLY by land formerly of Paul T. Winkley,  
there measuring 21 rods; EASTWISLY by land of or formerly of the First  
Parish of Newbury, there measuring 23 rods; SOUTHWISLY by a creek; and  
WESTWISLY by land of said Winkley, there measuring 12 rods; said lot is  
described in old deeds as being a part of Plum Beach Marsh. Being  
the same premises described in the mortgage of JOHN SMITH to DANIEL  
LITTLE dated June 14, 1886, recorded with Essex South District Deeds,  
Book 1175, Leaf 133.

PARCEL 2. Also a lot of Beach and Marsh land containing about  
1 1/2 acres, bounded and described as follows, viz:-

Commencing on Plum Island Turnpike by land formerly of  
William Burke Little, thence running WESTWISLY by said land of said  
Little 7 rods to Plum Bush Creek; thence SOUTHWISLY by said Creek 8 1/2  
rods to other land now or formerly of Little; thence EASTWISLY by the  
last mentioned land 2 1/2 rods to said Turnpike; and thence NORTHWISLY  
by said Turnpike 19 rods to the point of beginning. Being the second  
lot described in mortgage of John Smith to Daniel Little dated May  
26, 1869, recorded with said Deeds, Book 1250, Page 354.

Reference is made to deed from John W. H. Smith to George  
W. Chase and Carrie C. Noyes dated January 12, 1902, recorded with said  
Deeds, Book 2909, Page 37.

Subject to the taxes for the year 1902, which the grantee  
assume and agree to pay.

The said Carrie C. Noyes being the sole ~~surviving~~ ~~and~~ ~~grantor~~  
heir at law of her brother George W. Chase now deceased.

~~releases to said grantee all rights of the said George W. Chase in and to the premises therein~~  
~~described in said deed~~

Witness our hand and seal this 14th day of May, 1902.

*Howard A. Noyes*  
Howard A. Noyes  
*Carrie C. Noyes*  
Carrie C. Noyes

The Commonwealth of Massachusetts

Notary Public, ss. May 16 1902

Then personally appeared the above named Howard A. Noyes and Carrie C. Noyes  
and acknowledged the foregoing instrument to be their free act and deed, before me

*Juliana H. Woodbury*  
Notary Public - Essex County, Mass.  
My commission expires March 16 1908

no longer  
owned by  
Stotts, see  
Bk 13070  
Pg. 526

17. A  
50/10  
← R50-0-10

85

QUITCLAIM DEED

06/26/95 11:06 Inst 191  
BK 13070 PG 526

I, Juliette M. Stott, of Newbury, Essex County, Massachusetts in consideration of \$950.00 grant to Essex County Greenbelt Association, Inc., a Massachusetts nonprofit corporation with a principal place of business at 82 Eastern Avenue, Essex, Essex County, Massachusetts with QUITCLAIM COVENANTS the land in Newbury, Essex County, Massachusetts being a parcel containing about 5 acres, more or less, lying southerly of the Plum Island Turnpike and Southwesterly of Plum Island River, and near to both, bounded as follows: v/z:

NORTHERLY by land formerly of Paul T. Winkley, there measuring 21 rods; EASTERLY by land of or formerly of the First Parish of Newbury, there measuring 23 1/2 rods; SOUTHERLY by a creek; and WESTERLY by land of said Winkley, there measuring 12 rods; said Lot is described in old deeds as being a part of Plum Beach Marsh. Being the same premises described in the mortgage of John Smith to Nathaniel Little dated June 14, 1886, recorded with Essex South District Deeds, Book 1175, Leaf 133.

Hereby meaning and intending to convey the parcel identified as R50-14 of the records of the Town of Newbury Assessors' Office.

Being Parcel 1 of the Deed from Howard A. Noyes and Carrie C. Noyes to Milton L. Stott and Juliette M. Stott dated May 16, 1962 and recorded at the Essex South District Registry of Deeds at Book 4921, Page 42. A copy of the Death Certificate of Milton L. Stott is recorded herewith.

Witness my hand and seal this 22<sup>nd</sup> day of June, 1995

DEEDS  
ESSEX SOUTH  
CANCELLED  
86/26/95

A. 50  
4.56  
TAX CASH  
6144000 11:07  
EXCISE TAX

*Juliette M. Stott*  
Juliette M. Stott

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

JUNE 22, 1995

Then personally appeared the above-named Juliette M. Stott and acknowledged the foregoing instrument to be her free act and deed.

*Henry E. Sheehan*  
Notary Public  
My Commission Expires:  
Feb. 6, 1998

AS JOINT TENANTS

5236731

I, GILES B. CHENEY, unmarried

of Plainbow, Rockingham County, State of New Hampshire  
for consideration paid, grants(s) to MILTON L. STOTT and JULIETTE M. STOTT,  
husband and wife, as joint tenants with rights of survivorship  
of Newbury, Essex County, Commonwealth of Massachusetts

See  
B. 6586  
P. 180

4.9A

R49-015

with WARRANTY COVENANTS  
(Description of land or interest being conveyed; incumbrances; exception, reservations; if any)

800/ A certain piece of salt marshland containing two acres and forty-seven rods, be the same more or less, situated in said Newbury, at Plum Bush, so-called, and bounded and described as follows: Beginning at the Northwest corner thereof, on Plum Bush Creek, by land now or formerly of Joseph Jaques; thence running Easterly by said land now or formerly of Jaques to the Northeastly corner; thence running Southerly by land now or formerly of Richard Jaques to the Southeastly corner; thence running Westerly by said land now or formerly of Jaques to said Plum Bush Creek, so-called; thence running Northerly by said Plum Bush Creek to the bound begun at. Also one other piece of salt marshland in said Newbury, bounded as follows: Beginning at the Northwestly point thereof; thence running Easterly by land now or formerly of Richard Jaques to Plum Bush Creek; so-called; thence running Southerly by said Plum Bush Creek to land now or formerly of heirs of Paul Little; thence running Westerly by said land formerly of Paul Little to a corner; thence running Northerly by land now or formerly of the heirs of said Paul Little to the bound begun at, containing 141 rods, more or less. Being a portion of the same premises conveyed to said Giles B. Cheney by deed of Alice M. Harrison et alia dated June 11, 1941 and recorded in Essex County Registry of Deeds, Book 3261, Page 219.

husband and joint tenant  
with

Witness my hand (s) and seal (s) this 30 day of October 1963

Witness: Edmund P. Richards, Giles B. Cheney

THE STATE OF NEW HAMPSHIRE

Rockingham ss. October 30 1963

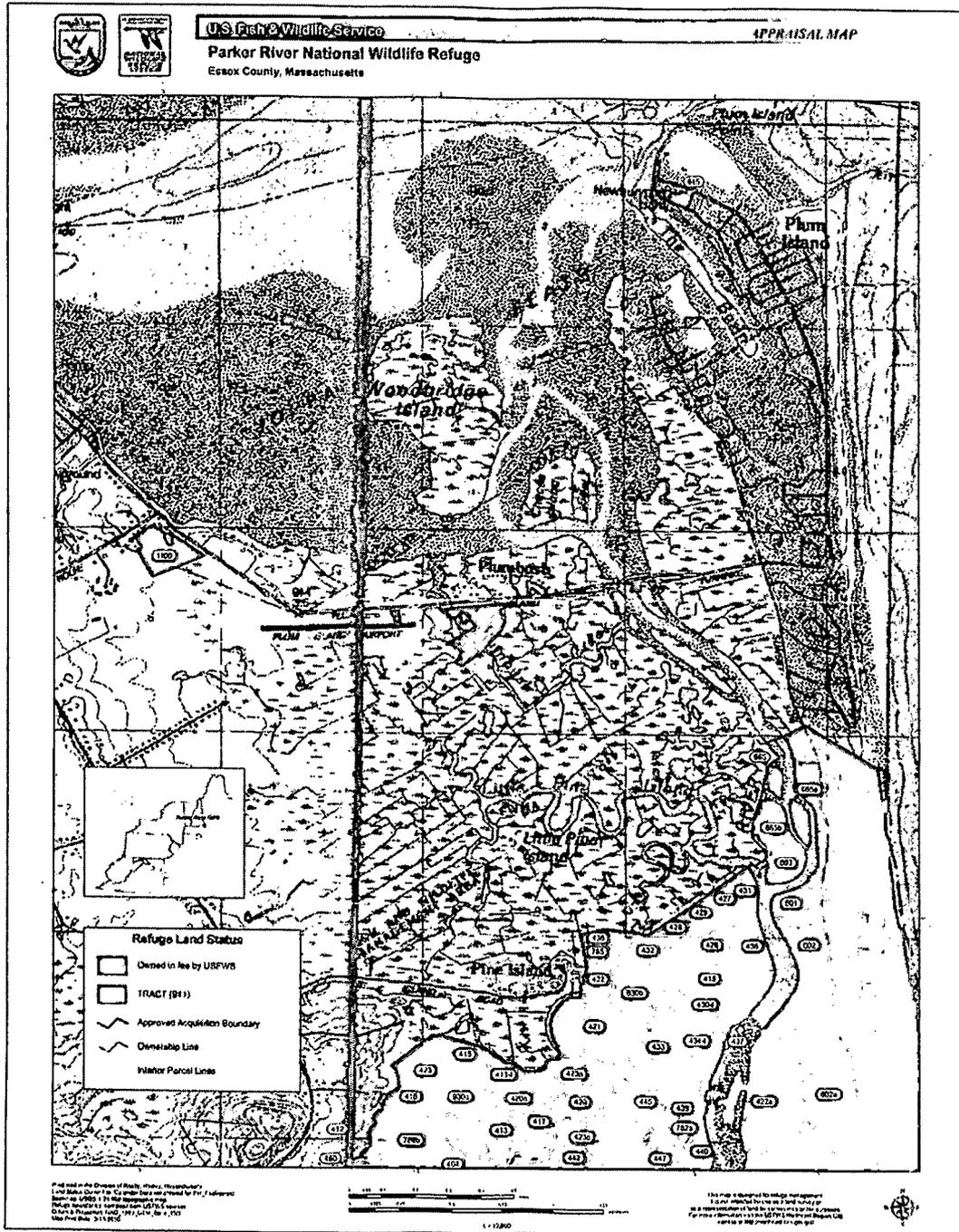
Then personally appeared the above-named Giles B. Cheney

and acknowledged the foregoing instrument to be his voluntary act and deed.

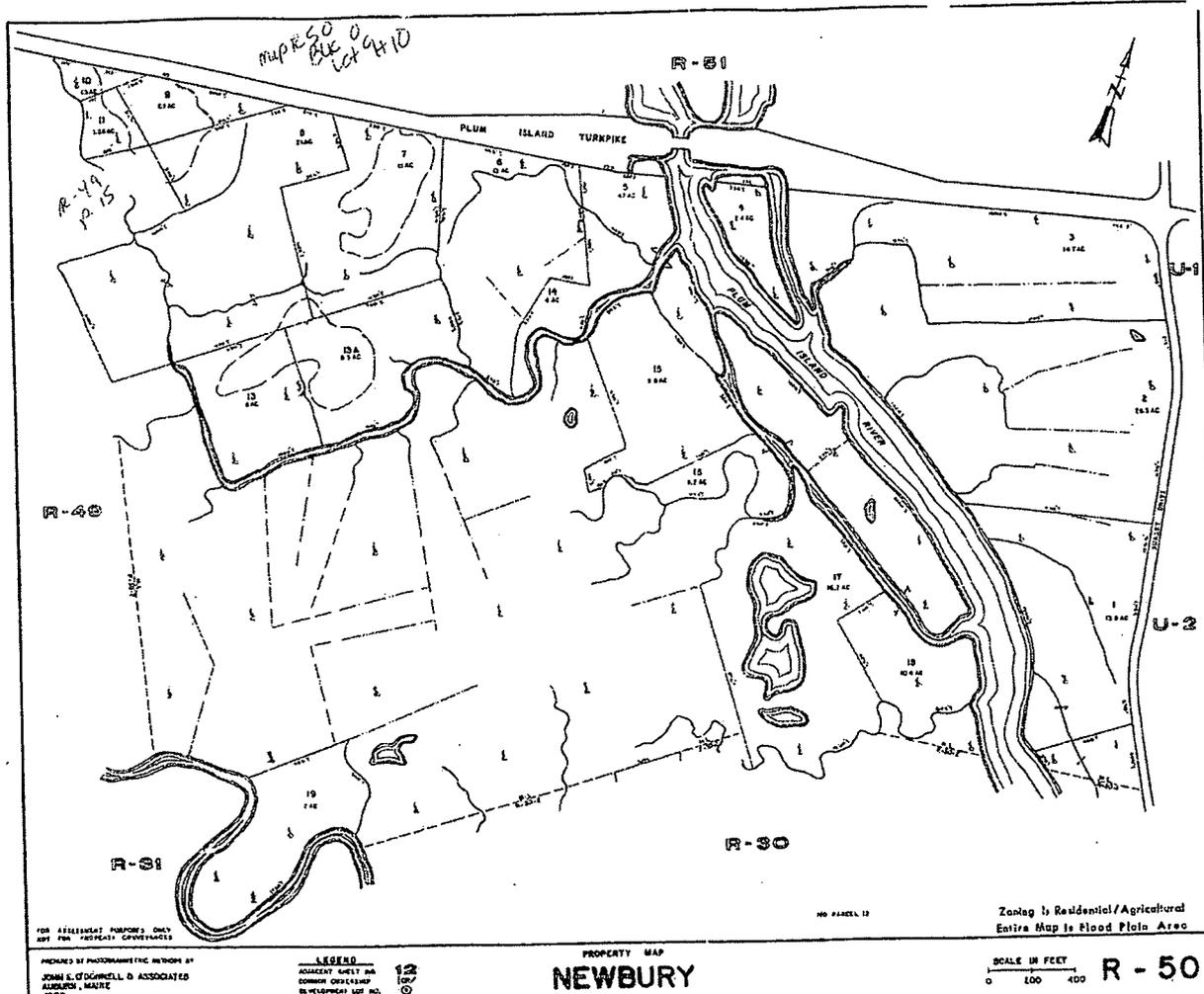
Before me, Edmund P. Richards, Justice of the Peace, Notary Public.

My N. P. commission expires 19  
Essex ss. Recorded Jan. 6, 1965. 30 m. past 10 A. M. #38

# APPENDIX II. MAPS OF THE SUBJECT PROPERTY



Juliette  
Stott  
Parker River  
NWR  
Newbury,  
MA  
USFWS



FOR REFERENCE PURPOSES ONLY  
NOT FOR PROTECTIVE COVENANTS

PREPARED BY PHOTOGRAMMETRIC METHOD BY  
JOHN E. O'DONNELL & ASSOCIATED  
ALBURN, MAINE  
1977

LEGEND  
ADJACENT SHEET NO. 12  
BORROW OFFERING  
RE-DEVELOPMENT USE NO. 12

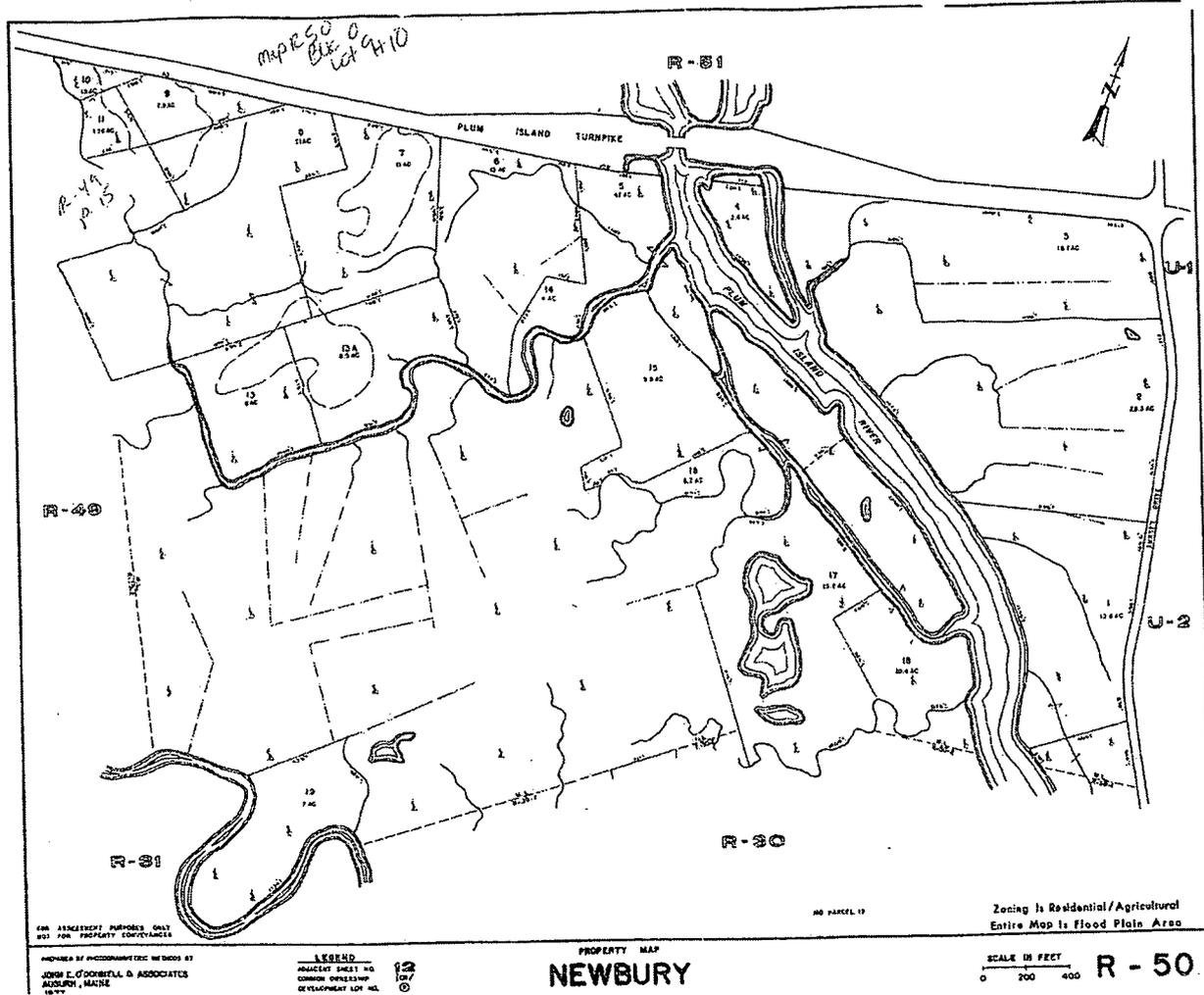
PROPERTY MAP  
**NEWBURY**

NO PANEL 12

SCALE IN FEET  
0 100 400  
R - 50

Zoning is Residential/Agricultural  
Entire Map is Flood Plain Area

Juliette  
 Stott  
 Parker River  
 MWR  
 Newbury,  
 MA  
 USFWS



FOR AGREEMENT PURPOSES ONLY  
NOT FOR PROPERTY CONVEYANCE

PREPARED BY ARCHITECTURE: WE NEED IT  
 JOHN E. DONNELL & ASSOCIATES  
 AUSTIN, MAINE  
 1977

LEGEND  
 PROJECT SHEET NO.  
 COMMON OWNERSHIP  
 DEVELOPMENT LOT NO.

PROPERTY MAP  
**NEWBURY**

NO PARCEL 19

Zoning is Residential/Agricultural  
 Entire Map is Flood Plain Area

SCALE IN FEET  
 0 200 400  
**R - 50**

APPENDIX III. RESULTS OF THE ENVIRONMENTAL FIRSTSEARCH REPORT GENERATED  
ON MARCH 3, 2011 FOR THE ADDRESS 60 PLUM ISLAND TURNPIKE, NEWBURY, MA

APPENDIX IV. AREAL PHOTOGRAPHS OF PKR (941)



Aerial photograph from April 9, 2008 showing the location of the "Pink House" and the surrounding property.



Close-up view emphasizing the peninsula of upland on which the house sits.

APPENDIX V. PHOTOGRAPHS OF THE OUTSIDE OF THE "PINK HOUSE" AND SURROUNDING PROPERTY

West side of the "Pink House"



South side of the "Pink House"



East side of the "Pink House"



Looking west from the house towards Newburyport



Looking south from the house

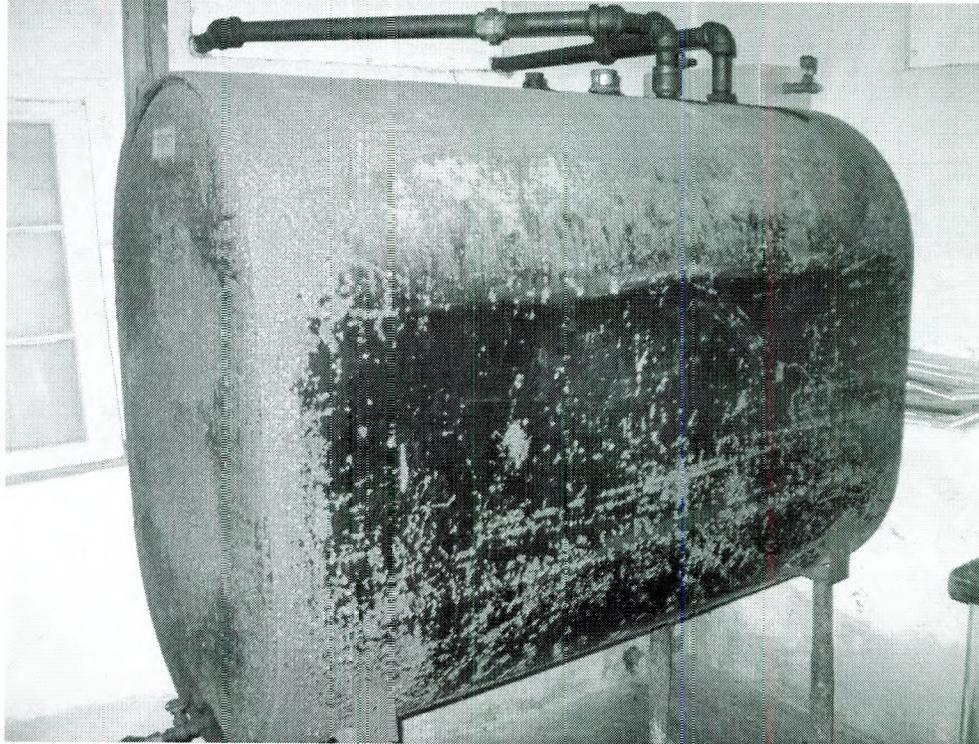


Looking east from the house (Plum Island in the background)



APPENDIX VI. PICTURES TAKEN INSIDE THE HOUSE ON MARCH 22, 2011

Picture of home heating oil tank found in the basement



Picture of a hot water heater that was also found in the basement



Picture of the first floor area kitchen and dining room



Picture of one of the second floor bedrooms (typical of the rooms upstairs)



# *FirstSearch Technology Corporation*

## **Environmental FirstSearch™ Report**

Target Property:

**60 PLUM ISLAND TPKE**

**NEWBURY MA 01951**

Job Number: PKR941

### **PREPARED FOR:**

US Fish and Wildlife Service

300 Westgate Center Drive

Hadley, MA 01035

03-03-11



*Tel: (781) 551-0470*

*Fax: (781) 551-0471*

**Environmental FirstSearch  
Search Summary Report**

**Target Site: 60 PLUM ISLAND TPKE  
NEWBURY MA 01951**

**FirstSearch Summary**

Database	Sel	Updated	Radius	Site	1/8	1/4	1/2	1/2>	ZIP	TOTALS
NPL	Y	01-14-11	1.00	0	0	0	0	0	0	0
NPL Delisted	Y	01-14-11	0.50	0	0	0	0	0	0	0
CERCLIS	Y	11-30-10	0.50	0	0	0	0	0	0	0
NFRAP	Y	11-30-10	0.50	0	0	0	0	0	1	1
RCRA COR ACT	Y	01-11-11	1.00	0	0	0	0	0	0	0
RCRA TSD	Y	01-11-11	0.50	0	0	0	0	0	0	0
RCRA GEN	Y	01-11-11	0.25	0	0	0	0	0	0	0
Federal Brownfield	Y	12-10-10	0.50	0	0	0	0	0	0	0
ERNS	Y	01-24-11	0.12	0	0	0	0	0	2	2
Tribal Lands	Y	12-01-05	1.00	0	0	0	0	0	0	0
State/Tribal Sites	Y	01-18-11	1.00	0	0	0	0	3	2	5
State Spills 90	Y	01-18-11	0.12	0	0	0	0	0	1	1
State/Tribal SWL	Y	04-01-10	0.50	0	0	0	0	0	3	3
State/Tribal LUST	Y	01-18-11	0.50	0	0	0	0	0	0	0
State/Tribal UST/AST	Y	01-28-11	0.25	0	0	0	0	0	0	0
State/Tribal EC	Y	NA	0.50	0	0	0	0	0	0	0
State/Tribal IC	Y	01-18-11	0.25	0	0	0	0	0	0	0
State/Tribal VCP	Y	NA	0.50	0	0	0	0	0	0	0
State/Tribal Brownfields	Y	12-01-10	0.50	0	0	0	0	0	0	0
Federal Land Use	Y	08-01-06	0.50	0	0	0	0	0	0	0
Federal IC/EC	Y	02-07-11	0.50	0	0	0	0	0	0	0
-TOTALS-				0	0	0	0	3	9	12

**Notice of Disclaimer**

Due to the limitations, constraints, and inaccuracies and incompleteness of government information and computer mapping data currently available to FirstSearch Technology Corp., certain conventions have been utilized in preparing the locations of all federal, state and local agency sites residing in FirstSearch Technology Corp.'s databases. All EPA NPL and state landfill sites are depicted by a rectangle approximating their location and size. The boundaries of the rectangles represent the eastern and western most longitudes; the northern and southern most latitudes. As such, the mapped areas may exceed the actual areas and do not represent the actual boundaries of these properties. All other sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated property. Actual boundaries and locations of individual properties can be found in the files residing at the agency responsible for such information.

**Waiver of Liability**

Although FirstSearch Technology Corp. uses its best efforts to research the actual location of each site, FirstSearch Technology Corp. does not and can not warrant the accuracy of these sites with regard to exact location and size. All authorized users of FirstSearch Technology Corp.'s services proceeding are signifying an understanding of FirstSearch Technology Corp.'s searching and mapping conventions, and agree to waive any and all liability claims associated with search and map results showing incomplete and or inaccurate site locations.

**Environmental FirstSearch  
Site Information Report**

**Request Date:** 03-03-11  
**Requestor Name:** HEATHER RUEL  
**Standard:** AAI

**Search Type:** COORD  
**Job Number:** PKR941  
**Filtered Report**

**Target Site:** 60 PLUM ISLAND TPKE  
 NEWBURY MA 01951

*Demographics*

<b>Sites:</b> 12	<b>Non-Geocoded:</b> 9	<b>Population:</b> 527
<b>Radon:</b> 0.1 PCI/L		

*Site Location*

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>		<u>UTMs</u>
<b>Longitude:</b>	-70.828850	-70:49:44	<b>Easting:</b>	350434.98
<b>Latitude:</b>	42.796109	42:47:46	<b>Northing:</b>	4739580.749
<b>Elevation:</b>	7		<b>Zone:</b>	19

*Comment*

**Comment:**PKR941 StottTNC

*Additional Requests/Services*

<b>Adjacent ZIP Codes:</b>					<b>Services:</b>	
<u>ZIP Code</u>	<u>City Name</u>	<u>ST</u>	<u>Dist/Dir</u>	<u>Sel</u>	<u>Requested?</u>	<u>Date</u>
					Fire Insurance Maps	No
					Aerial Photographs	No
					Historical Topos	No
					City Directories	No
					Title Search/Env Liens	No
					Municipal Reports	No
					Online Topos	No

***Environmental FirstSearch  
Target Site Summary Report***

**Target Property:** 60 PLUM ISLAND TPKE  
NEWBURY MA 01951

**JOB:** PKR941

**TOTAL:** 12

**GEOCODED:** 3

**NON GEOCODED:** 9

**SELECTED:** 0

<u>Map ID</u>	<u>DB Type</u>	<u>Site Name/ID/Status</u>	<u>Address</u>	<u>Dist/Dir</u>	<u>ElevDiff</u>	<u>Page No.</u>
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*No sites found for target address*

*Environmental FirstSearch*  
*Sites Summary Report*

**Target Property:** 60 PLUM ISLAND TPKE  
NEWBURY MA 01951

**JOB:** PKR941

**TOTAL:** 12      **GEOCODED:** 3      **NON GEOCODED:** 9      **SELECTED:** 0

<u>Map ID</u>	<u>DB Type</u>	<u>Site Name/ID/Status</u>	<u>Address</u>	<u>Dist/Dir</u>	<u>ElevDiff</u>	<u>Page No.</u>
1	STATE	ANGIES SERVICE STA 3-0022387/TIER1D	1 OLD POINT RD NEWBURY MA 01951	0.82 NE	+1	1
1	STATE	ANGIES SERVICE STATION 3-0003229/RAO	4 OLD POINT RD NEWBURY MA 01951	0.82 NE	+1	2
2	STATE	HOMEOWNER 3-0026513/RAO	7 M ST NEWBURYPORT MA 01950	0.99 NE	+2	3

**Environmental FirstSearch  
Sites Summary Report**

**Target Property:** 60 PLUM ISLAND TPKE  
NEWBURY MA 01951

**JOB:** PKR941

**TOTAL:** 12                      **GEOCODED:** 3                      **NON GEOCODED:** 9                      **SELECTED:** 0

<b>Map ID</b>	<b>DB Type</b>	<b>Site Name/ID/Status</b>	<b>Address</b>	<b>Dist/Dir</b>	<b>ElevDiff</b>	<b>Page No.</b>
	NFRAP	PLUM ISLAND MAD985307503/NFRAP-NFRAP-N	PLUM ISLAND NEWBURY MA 01951	NON GC	N/A	N/A
	ERNS	UNKNOWN 153424/	CENTER BEACH, PLUM ISLAND NEWBURY MA 01951	NON GC	N/A	N/A
	ERNS	UNKNOWN 425772/UNKNOWN (EPA REGIONS)	PLUM ISLAND NEWBURY MA 01951	NON GC	N/A	N/A
	STATE	NO LOCATION AID 3-0020235/RAO	GREEN ST NEWBURY MA 01951	NON GC	N/A	N/A
	STATE	PARKER RIVER 3-0028042/TIER1D	MAIN ST NEWBURY MA	NON GC	N/A	N/A
	SPILLS	ABANDONED DRUM N92-0815/CLOSED	NORTHERN BLVD, PLUM ISLAND NEWBURY MA 01951	NON GC	N/A	N/A
	SWL	GOVERNOR DUMMER ACADEMY MASW-0409-012/INACTIVE	1 ELM ST NEWBURY MA	NON GC	N/A	N/A
	SWL	THE GOVERNORS ACADEMY MASW-0510-009/INACTIVE	1 ELM ST NEWBURY MA	NON GC	N/A	N/A
	SWL	UNCONFIRMED SITE EP0205.001/INACTIVE	LARKIN ST NEWBURY MA	NON GC	N/A	N/A

**Environmental FirstSearch**  
**Site Detail Report**

**Target Property:** 60 PLUM ISLAND TPKE  
NEWBURY MA 01951

**JOB:** PKR941

STATE

**SEARCH ID:** 1      **DIST/DIR:** 0.82 NE      **ELEVATION:** 8      **MAP ID:** 1

**NAME:** ANGIES SERVICE STA  
**ADDRESS:** 1 OLD POINT RD  
NEWBURY MA 01951  
ESSEX

**REV:** 6/10/04  
**ID1:** 3-0022387  
**ID2:**  
**STATUS:** TIER1D  
**PHONE:**

**CONTACT:**  
**SOURCE:** MA DEP

**SITE INFORMATION**

**STATUS:** - Tier1D, a release where the responsible party fails to provide a required submittal to DEP by a specified deadline.

**LOCATION TYPE:** COMMERCIAL,  
**SOURCE:** UST;  
**SITE DESCRIPTION:**

**CHEMICALS**

UNKNOWN CHEMICAL OF TYPE - HAZARDOUS MATERIAL 7.8 PPB

**SITE ACTIONS**

**ACT DATE:** 4/23/2004  
**ACT USE LIMITATION:**  
**LSP:** KEVIN SHEEHA  
**ACT STATUS:** STATUS REPORT RECEIVED  
**ACT TYPE:** IMMEDIATE RESPONSE ACTION  
**RAO CLASS:**

**ACT DATE:** 12/11/2002  
**ACT USE LIMITATION:**  
**LSP:**  
**ACT STATUS:** REPORTABLE RELEASE UNDER MGL 21E  
**ACT TYPE:** RELEASE DISPOSITION  
**RAO CLASS:**

**ACT DATE:** 1/21/2003  
**ACT USE LIMITATION:**  
**LSP:**  
**ACT STATUS:** REPORTABLE RELEASE UNDER MGL 21E  
**ACT TYPE:** RELEASE DISPOSITION  
**RAO CLASS:**

**Environmental FirstSearch**  
**Site Detail Report**

**Target Property:** 60 PLUM ISLAND TPKE  
NEWBURY MA 01951

**JOB:** PKR941

STATE

**SEARCH ID:** 2      **DIST/DIR:** 0.82 NE      **ELEVATION:** 8      **MAP ID:** 1

<b>NAME:</b>	ANGIES SERVICE STATION	<b>REV:</b>	10/29/10
<b>ADDRESS:</b>	4 OLD POINT RD	<b>ID1:</b>	3-0003229
	NEWBURY MA 01951	<b>ID2:</b>	
	ESSEX	<b>STATUS:</b>	RAO
<b>CONTACT:</b>		<b>PHONE:</b>	
<b>SOURCE:</b>	MA DEP		

**SITE INFORMATION**

**STATUS:** RAO - (Response Action Outcome): a site/release where an RAO statement was submitted. An RAO Statement asserts that response actions were sufficient to achieve a level of no significant risk or at least ensure that all substantial hazards were eliminated.

**LTBI:** 10/15/1991 CONFIRMED:  
**DELETED:** REMOVED:

**LOCATION TYPE:**  
**SOURCE:**  
**SITE DESCRIPTION:**

**CHEMICALS**  
  
UNKNOWN

**SITE ACTIONS**

**TS DATE:** 7/31/1998  
**AUL RESTRICTION:** NON  
**LSP:** KEVIN SHEEHAN  
**RA STATUS:**  
**RAS TYPE:** LSP-RAOEQ  
**RAO CLASS:** A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

**ACT DATE:** 10/15/1991  
**ACT USE LIMITATION:**  
**ACT STATUS:** VALID TRANSITION SITE  
**ACT TYPE:** RELEASE DISPOSITION  
**RAO CLASS:**

**ACT DATE:** 7/31/1998  
**ACT USE LIMITATION:**  
**ACT STATUS:** RAOEQ  
**ACT TYPE:** TRANSITION REGULATIONS  
**RAO CLASS:**

**Environmental FirstSearch**  
**Site Detail Report**

**Target Property:** 60 PLUM ISLAND TPKE  
NEWBURY MA 01951

**JOB:** PKR941

STATE

**SEARCH ID:** 3      **DIST/DIR:** 0.99 NE      **ELEVATION:** 9      **MAP ID:** 2

<b>NAME:</b>	HOMEOWNER	<b>REV:</b>	10/29/10
<b>ADDRESS:</b>	7 M ST NEWBURYPORT MA 01950 ESSEX	<b>ID1:</b>	3-0026513
<b>CONTACT:</b>		<b>ID2:</b>	
<b>SOURCE:</b>	MA DEP	<b>STATUS:</b>	RAO
		<b>PHONE:</b>	

**SITE INFORMATION**

**STATUS:** RAO - (Response Action Outcome): a site/release where an RAO statement was submitted. An RAO Statement asserts that response actions were sufficient to achieve a level of no significant risk or at least ensure that all substantial hazards were eliminated.

**LOCATION TYPE:** RESIDENTIAL,  
**SOURCE:** AST,  
**SITE DESCRIPTION:**

**CHEMICALS**

#2 FUEL OIL 100 GAL  
#2 FUEL OIL 70 GAL

**SITE ACTIONS**

LSP INVOLVED: JEFFREY CURTIS

LSP INVOLVED: GLENN GORAL

ACT DATE: 1/9/2007  
ACT USE LIMITATION:  
ACT STATUS: FLDD1A  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 1/9/2007  
ACT USE LIMITATION:  
ACT STATUS: FLDISS  
ACT TYPE: NOTICE OF RESPONSIBILITY  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 1/9/2007  
ACT USE LIMITATION:  
ACT STATUS: REPORTABLE RELEASE UNDER MGL 21E  
ACT TYPE: RELEASE DISPOSITION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 1/9/2007  
ACT USE LIMITATION:  
ACT STATUS: ORAL APPROVAL OF PLAN  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 1/11/2007  
ACT USE LIMITATION:  
ACT STATUS: ORAL APPROVAL OF A MODIFIED PLAN  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 1/11/2007  
ACT USE LIMITATION:

- Continued on next page -

**Environmental FirstSearch  
Site Detail Report**

**Target Property:** 60 PLUM ISLAND TPKE  
NEWBURY MA 01951

**JOB:** PKR941

STATE

**SEARCH ID:** 3      **DIST/DIR:** 0.99 NE      **ELEVATION:** 9      **MAP ID:** 2

<b>NAME:</b> HOMEOWNER	<b>REV:</b> 10/29/10
<b>ADDRESS:</b> 7 M ST	<b>ID1:</b> 3-0026513
NEWBURYPORT MA 01950	<b>ID2:</b>
ESSEX	<b>STATUS:</b> RAO
<b>CONTACT:</b>	<b>PHONE:</b>
<b>SOURCE:</b> MA DEP	

ACT STATUS: FOLLOW UP OFFICE RESPONSE  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 1/25/2007  
ACT USE LIMITATION:  
ACT STATUS: ORAL APPROVAL OF A MODIFIED PLAN  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 1/26/2007  
ACT USE LIMITATION:  
ACT STATUS: FLDRAN  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 1/26/2007  
ACT USE LIMITATION:  
ACT STATUS: ORAL APPROVAL OF A MODIFIED PLAN  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 2/14/2007  
ACT USE LIMITATION:  
ACT STATUS: ISSUED  
ACT TYPE: NOTICE OF RESPONSIBILITY  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 3/1/2007  
ACT USE LIMITATION:  
ACT STATUS: FOLLOW UP OFFICE RESPONSE  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 3/9/2007  
ACT USE LIMITATION:  
ACT STATUS: WRITTEN PLAN RECEIVED  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 3/9/2007  
ACT USE LIMITATION:  
ACT STATUS: REPORTABLE RELEASE UNDER MGL 21E  
ACT TYPE: RELEASE NOTIFICATION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

ACT DATE: 3/29/2007  
ACT USE LIMITATION:  
ACT STATUS: FOLLOW UP OFFICE RESPONSE  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKGROUND

- Continued on next page -

**Environmental FirstSearch**  
**Site Detail Report**

**Target Property:** 60 PLUM ISLAND TPKE  
NEWBURY MA 01951

**JOB:** PKR941

STATE

**SEARCH ID:** 3      **DIST/DIR:** 0.99 NE      **ELEVATION:** 9      **MAP ID:** 2

<b>NAME:</b> HOMEOWNER	<b>REV:</b> 10/29/10
<b>ADDRESS:</b> 7 M ST	<b>ID1:</b> 3-0026513
NEWBURYPORT MA 01950	<b>ID2:</b>
ESSEX	<b>STATUS:</b> RAO
<b>CONTACT:</b>	<b>PHONE:</b>
<b>SOURCE:</b> MA DEP	

ACT DATE: 4/2/2007  
ACT USE LIMITATION:  
ACT STATUS: FOLLOW UP OFFICE RESPONSE  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKROUND

ACT DATE: 4/4/2007  
ACT USE LIMITATION:  
ACT STATUS: FOLLOW UP OFFICE RESPONSE  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKROUND

ACT DATE: 4/24/2007  
ACT USE LIMITATION:  
ACT STATUS: FOLLOW UP OFFICE RESPONSE  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKROUND

ACT DATE: 5/7/2007  
ACT USE LIMITATION:  
ACT STATUS: STATUS REPORT RECEIVED  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKROUND

ACT DATE: 5/7/2007  
ACT USE LIMITATION:  
ACT STATUS: MODIFIED REVISED OR UPDATED PLAN RECEIVED  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKROUND

ACT DATE: 5/31/2007  
ACT USE LIMITATION:  
ACT STATUS: WRITTEN APPROVAL OF PLAN  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKROUND

ACT DATE: 5/31/2007  
ACT USE LIMITATION:  
ACT STATUS: STATUS REPORT RECEIVED  
ACT TYPE: IMMEDIATE RESPONSE ACTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKROUND

ACT DATE: 6/5/2007  
ACT USE LIMITATION:  
ACT STATUS: FLDRAN  
ACT TYPE: SITE VISIT OR COMPLIANCE INSPECTION  
RAO CLASS: A2 - A PERMANENT SOLUTION HAS BEEN ACHIEVED: CONTAMINATION HAS NOT BEEN REDUCED TO BACKROUND

ACT DATE: 6/5/2007  
ACT USE LIMITATION:  
ACT STATUS: REPORTABLE RELEASE UNDER MGL 21E  
ACT TYPE: RELEASE DISPOSITION

- More Details Exist For This Site; Max Page Limit Reached -

## Environmental FirstSearch Descriptions

**NPL: EPA NATIONAL PRIORITY LIST** - The National Priorities List is a list of the worst hazardous waste sites that have been identified by Superfund. Sites are only put on the list after they have been scored using the Hazard Ranking System (HRS), and have been subjected to public comment. Any site on the NPL is eligible for cleanup using Superfund Trust money. A Superfund site is any land in the United States that has been contaminated by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment.**FINAL** - Currently on the Final NPL**PROPOSED** - Proposed for NPL

**NPL DELISTED: EPA NATIONAL PRIORITY LIST Subset** - Database of delisted NPL sites. The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.**DELISTED** - Deleted from the Final NPL

**CERCLIS: EPA COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY INFORMATION SYSTEM (CERCLIS)**- CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL.**PART OF NPL**- Site is part of NPL site**DELETED** - Deleted from the Final NPL**FINAL** - Currently on the Final NPL**NOT PROPOSED** - Not on the NPL**NOT VALID** - Not Valid Site or Incident**PROPOSED** - Proposed for NPL**REMOVED** - Removed from Proposed NPL**SCAN PLAN** - Pre-proposal Site**WITHDRAWN** - Withdrawn

**NFRAP: EPA COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY INFORMATION SYSTEM ARCHIVED SITES** - database of Archive designated CERCLA sites that, to the best of EPA's knowledge, assessment has been completed and has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.**NFRAP** – No Further Remedial Action Plan**P** - Site is part of NPL site**D** - Deleted from the Final NPL**F** - Currently on the Final NPL**N** - Not on the NPL**O** - Not Valid Site or Incident**P** - Proposed for NPL**R** - Removed from Proposed NPL**S** - Pre-proposal Site**W** – Withdrawn

**RCRA COR ACT: EPA RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM SITES** - Database of hazardous waste information contained in the Resource Conservation and Recovery Act Information (RCRAInfo), a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national EPA offices. This regulation is governed by the Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984.**RCRAInfo** facilities that have reported violations and subject to corrective actions.

**RCRA TSD: EPA RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM TREATMENT, STORAGE, and DISPOSAL FACILITIES.** - Database of hazardous waste information contained in the Resource Conservation and Recovery Act Information (RCRAInfo), a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are

required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national EPA offices. This regulation is governed by the Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984. Facilities that treat, store, dispose, or incinerate hazardous waste.

**RCRA GEN: MA DEP HAZARDOUS WASTE GENERATORS** - Database of small and very small quantity generators of hazardous waste or waste oil. These sites are regulated by the MA DEP.

**RCRA GEN: EPA/MA DEP/CT DEP RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM GENERATORS** - Database of hazardous waste information contained in the Resource Conservation and Recovery Act Information (RCRAInfo), a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national EPA offices. This regulation is governed by the Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984. Facilities that generate or transport hazardous waste or meet other RCRA requirements. **LGN** - Large Quantity Generators **SGN** - Small Quantity Generators **VGN** - Conditionally Exempt Generator. Included are **RAATS** (RCRA Administrative Action Tracking System) and **CMEL** (Compliance Monitoring & Enforcement List) facilities. **CONNECTICUT HAZARDOUS WASTE MANIFEST** - Database of all shipments of hazardous waste within, into or from Connecticut. The data includes date of shipment, transporter and TSD info, and material shipped and quantity. This data is appended to the details of existing generator records.

**MASSACHUSETTES HAZARDOUS WASTE GENERATOR** - database of generators that are regulated under the MA DEP. **VQN-MA** = generates less than 220 pounds or 27 gallons per month of hazardous waste or waste oil. **SQL-MA** = generates 220 to 2,200 pounds or 27 to 270 gallons per month of waste oil. **LQG-MA** = generates greater than 2,200 lbs of hazardous waste or waste oil per month.

**Fed Brownfield: EPA BROWNFIELD MANAGEMENT SYSTEM (BMS)** - database designed to assist EPA in collecting, tracking, and updating information, as well as reporting on the major activities and accomplishments of the various Brownfield grant Programs.  
**CLEANUPS IN MY COMMUNITY** (subset) - Sites, facilities and properties that have been contaminated by hazardous materials and are being, or have been, cleaned up under EPA's brownfield's program.

**ERNS: EPA/NRC EMERGENCY RESPONSE NOTIFICATION SYSTEM (ERNS)** - Database of incidents reported to the National Response Center. These incidents include chemical spills, accidents involving chemicals (such as fires or explosions), oil spills, transportation accidents that involve oil or chemicals, releases of radioactive materials, sightings of oil sheens on bodies of water, terrorist incidents involving chemicals, incidents where illegally dumped chemicals have been found, and drills intended to prepare responders to handle these kinds of incidents. Data since January 2001 has been received from the National Response System database as the EPA no longer maintains this data.

**Tribal Lands: DOI/BIA INDIAN LANDS OF THE UNITED STATES** - Database of areas with boundaries established by treaty, statute, and (or) executive or court order, recognized by the Federal Government as territory in which American Indian tribes have primary governmental authority. The Indian Lands of the United States map layer shows areas of 640 acres or more, administered by the Bureau of Indian Affairs. Included are Federally-administered lands within a reservation which may or may not be considered part of the reservation. **BUREAU OF INDIAN AFFAIRS CONTACT** - Regional contact information for the Bureau of Indian Affairs offices.

State/Tribal Sites: MA DEP WASTE SITE CLEANUP NOTIFICATION DATABASE SUBSET - database of sites in the Commonwealth where a release of oil or hazardous material has been reported to the Department of Environmental Protection (DEP) and the site is Tier Classified or Pre Classified. Sites are usually Tier Classified (1A, 1B, 1C, 1D, and 2) using the Numerical Ranking System (NRS). The NRS scores sites on a point system based on a variety of factors. These include the site's complexity, the type of contamination, and the potential for human or environmental exposure to the contamination. In addition, some sites are automatically classified as Tier 1 sites if they pose an imminent hazard, affect public water supplies, or miss regulatory deadlines. Also includes MA 21E SITES, a database of sites regulated under General Law Chapter 21E (the Massachusetts "Superfund" Law). Chapter 21E gives the Department of Environmental Protection (DEP) the task of ensuring that releases and threats of release of oil and hazardous material are cleaned up by the parties responsible for them. The database contains confirmed, LTBI, waiver, deleted and reserved sites.

State Spills 90: MA DEP WASTE SITE CLEANUP NOTIFICATION DATABASE - database of sites in the Commonwealth where a release of oil or hazardous material has been reported to the Department of Environmental Protection (DEP) since 1990. The data includes location, source, chemical, amount, notification date and Release Tracking Number (RTN).



JJL

3  
125

### Quitclaim Deed

We, Craig W. Stott and Mark L. Stott, Trustees of the Juliette Marie Stott Trust of August 30, 1991

for nominal consideration

grant to Craig W. Stott, Mark L. Stott, Bruce M. Stott and Juliette Zelig Loring, as tenants in common, of 21 Cherlyn Drive, Northborough, Massachusetts

#### PARCEL 1

A lot of Beach and Marsh land containing about 1 1/2 acres, bounded and described as follows, viz:- Commencing on Plum Island Turnpike by land formerly of Williams Burke Little, thence running Westerly by said land of said Little 7 rods to Plum Bush Creek; thence Southerly by said Creek 8 1/2 rods to other land of or formerly of said Little; thence Easterly by the last mentioned land 24 1/2 rods to said Turnpike; and thence Northwesterly by said Turnpike 19 rods to the point of beginning. Being the first and second lots described in the mortgage of John Smith to Nathaniel Little dated May 28, 1889, recorded with said Deeds, Book 1250, Page 354.

Being Parcel 2 of the same premises conveyed to Milton L. Stott and Juliette M. Stott by deed of Howard A. Noyes and Carrie E. Noyes, dated May 14, 1962, and recorded with the Essex South District Registry of Deeds at Book 4921, Page 42. The said Milton L. Stott died on November 3, 1978 and a certified copy of his death certificate is recorded with the Essex South District Registry of Deeds at Book 13070, Page 527.

#### PARCEL 2

A certain piece of salt marshland containing two acres and forty-seven rods, be the same more or less, situated in said Newbury, at Plum Bush, so-called, and bounded and described as follows:

Beginning at the Northwest corner thereof, on Plum Bush Creek, by land now or formerly of Joseph Jaques; thence running:

EASTERLY by said land now or formerly of Jaques to the Northeasterly corner; thence running;

PLEASE RETURN TO:  
CONNOLLY & CONNOLLY  
REGISTRY BOX 55

Property Address: 60 Plum Island Turnpike, Newbury

SOUTHERLY by land now or formerly of Richard Jaques to the Southeasterly corner; thence running;  
WESTERLY by said land now or formerly of Jaques to said Plum Bush Creek, so-called; thence running;  
NORTHERLY by said Plum Bush Creek to the bound begun at.

Also one other piece of salt marshland in said Newbury, bounded as follows: Beginning at the Northwesterly point thereof; thence running:

EASTERLY by land now or formerly of Richard Jaques to Plum Bush Creek, so-called; thence running;  
SOUTHERLY by said Plum Bush Creek to land now or formerly of heirs of Paul Little; thence running;  
WESTERLY by said land formerly of Paul Little to a corner; thence running;  
NORTHERLY by land now or formerly of the heirs of said Paul Little to the bound begun at.

Containing 141 rods, more or less.

Being the same premises conveyed to Milton L. Stott and Juliette M. Stott by deed of Giles B. Cheney, dated October 30, 1963, and recorded with the Essex South District Registry of Deeds at Book 5236, Page 731. The said Milton L. Stott died on November 3, 1978 and a certified copy of his death certificate is recorded with the Essex South District Registry of Deeds at Book 13070, Page 527.

### PARCEL 3

The land with the buildings thereon in Newbury, Essex County, Massachusetts, bounded and described as follows, viz:

Beginning at a stake on the Plum Island Turnpike by land now or formerly of John Smith, thence running

SOUTHWESTERLY by land of said Smith, 210 feet, more or less, to a stake and land now or formerly of Abbie K. Little; thence running;  
SOUTHEASTERLY by said land of Little, 282 feet, more or less to a stake and land now or formerly of C. Stanley Harrison; thence running;  
NORTHEASTERLY in part by land of said Harrison, in part by land now or formerly of Jaques and in part by land now or formerly of Noyes, 657 feet, more or less, to said Turnpike; and thence running  
NORTHWESTERLY by said Turnpike, 630 feet more or less to the point begun at.

Reserving to Abbie K. Little her heirs and assigns, a right of way over the above described parcel of land to and from the said Turnpike to her remaining land as the road now runs, and granting to the grantees the right to use any and all existing rights of way to the aforesaid parcel of land.

Being the same premises conveyed to grantors by deed of Craig W. Stott and Mark L. Stott, co-Executors under the Will of Juliette Marie Stott, dated \_\_\_\_\_, and recorded with the Essex South District Registry of Deeds herewith.

**NO TITLE SEARCH REQUESTED.**

Executed as a sealed instrument this 29 day of AUGUST, 2010.

Craig W. Stott  
Craig W. Stott, Trustee

Mark L. Stott Mark L. Stott  
Mark L. Stott, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

County of WORCESTER

On this 29th day of August, 2010, before me, the undersigned notary public, personally appeared, Craig W. Stott, who is personally known to me or proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



SUSAN M. DARLING  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Jan. 27, 2017

Susan M. Darling  
Notary Public  
My Commission Expires: January 27, 2017

**STATE OF NEW YORK**

County of SUFFOLK

On this 29th day of August, 2010, before me, the undersigned notary public, personally appeared, Mark L. Stott, who is personally known to me or proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Terrianne Messina  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Terrianne Messina  
Notary Public, State of New York  
No. 01ME6006504  
Qualified in Suffolk County  
Commission Expires: 5/14/2014

3  
125

556

2010092200467 Bk:29793 Pg:288  
09/22/2010 03:02 DEED Pg 1/3

Property Address: 60 Plum Island Turnpike, Newbury

*Fiduciary Deed*

We, Craig W. Stott and Mark L. Stott, as co-Executors under the Will of Juliette Marie Stott, late of Newbury, Essex County, Massachusetts, by power conferred by said Will and by every other power,

for nominal consideration

grant to Craig W. Stott and Mark L. Stott, Trustees of the Juliette Marie Stott Trust, created under declaration of trust, dated August 30, 1991, and referenced to in the Trustees' Certificate pursuant to M.G.L. c.184 §35 recorded herewith, of 21 Cherlyn Drive, Northborough, Massachusetts

PARCEL 1

A lot of Beach and Marsh land containing about 1 ½ acres, bounded and described as follows, viz:- Commencing on Plum Island Turnpike by land formerly of Williams Burke Little, thence running Westerly by said land of said Little 7 rods to Plum Bush Creek; thence Southerly by said Creek 8 ½ rods to other land of or formerly of said Little; thence Easterly by the last mentioned land 24 ½ rods to said Turnpike; and thence Northwesterly by said Turnpike 19 rods to the point of beginning. Being the first and second lots described in the mortgage of John Smith to Nathaniel Little dated May 28, 1889, recorded with said Deeds, Book 1250, Page 354.

Being Parcel 2 of the same premises conveyed to Milton L. Stott and Juliette M. Stott by deed of Howard A. Noyes and Carrie E. Noyes, dated May 14, 1962, and recorded with the Essex South District Registry of Deeds at Book 4921, Page 42. The said Milton L. Stott died on November 3, 1978 and a certified copy of his death certificate is recorded with the Essex South District Registry of Deeds at Book 13070, Page 527.

PARCEL 2

A certain piece of salt marshland containing two acres and forty-seven rods, be the same more or less, situated in said Newbury, at Plum Bush, so-called, and bounded and described as follows:

Beginning at the Northwest corner thereof, on Plum Bush Creek, by land now or formerly of Joseph Jaques; thence running:

PLEASE RETURN TO:  
CONNOLLY & CONNOLLY  
REGISTRY DAY 22

EASTERLY by said land now or formerly of Jaques to the Northeasterly corner; thence running;  
 SOUTHERLY by land now or formerly of Richard Jaques to the Southeasterly corner; thence running;  
 WESTERLY by said land now or formerly of Jaques to said Plum Bush Creek, so-called; thence running;  
 NORTHERLY by said Plum Bush Creek to the bound begun at.

Also one other piece of salt marshland in said Newbury, bounded as follows: Beginning at the Northwesterly point thereof; thence running:

EASTERLY by land now or formerly of Richard Jaques to Plum Bush Creek, so-called; thence running;  
 SOUTHERLY by said Plum Bush Creek to land now or formerly of heirs of Paul Little; thence running;  
 WESTERLY by said land formerly of Paul Little to a corner; thence running;  
 NORTHERLY by land now or formerly of the heirs of said Paul Little to the bound begun at.

Containing 141 rods, more or less.

Being the same premises conveyed to Milton L. Stott and Juliette M. Stott by deed of Giles B. Cheney, dated October 30, 1963, and recorded with the Essex South District Registry of Deeds at Book 5236, Page 731. The said Milton L. Stott died on November 3, 1978 and a certified copy of his death certificate is recorded with the Essex South District Registry of Deeds at Book 13070, Page 527.

PARCEL 3

The land with the buildings thereon in Newbury, Essex County, Massachusetts, bounded and described as follows, viz:

Beginning at a stake on the Plum Island Turnpike by land now or formerly of John Smith, thence running

SOUTHWESTERLY by land of said Smith, 210 feet, more or less, to a stake and land now or formerly of Abbie K. Little; thence running;  
 SOUTHEASTERLY by said land of Little, 282 feet, more or less to a stake and land now or formerly of C. Stanley Harrison; thence running;  
 NORTHEASTERLY in part by land of said Harrison, in part by land now or formerly of Jaques and in part by land now or formerly of Noyes, 657 feet, more or less, to said Turnpike; and thence running  
 NORTHWESTERLY by said Turnpike, 630 feet more or less to the point begun at.

Reserving to Abbie K. Little her heirs and assigns, a right of way over the above described parcel of land to and from the said Turnpike to her remaining land as the road now runs, and granting to the grantees the right to use any and all existing rights of way to the aforesaid parcel of land.

Being the same premises conveyed to Milton L. Stott and Juliette M. Stott by deed of William DeHart and Julia S. Dehart, dated July 20, 1960, and recorded with the Essex South District Registry of Deeds at Book 4686, Page 565. The said Milton L. Stott died on November 3, 1978 and a certified copy of his death certificate is recorded at the Essex South District Registry of Deeds at Book 13070, Page 527.

For our appointment as co-Executors see papers on file in Essex County Probate Court under Docket Number 07P0924EP1.

**NO TITLE SEARCH REQUESTED.**

Executed as a sealed instrument this 28<sup>th</sup> day of August, 2010.

Craig W. Stott  
Craig W. Stott, Executor

Mark L. Stott, Mark L. Stott  
Mark L. Stott, Executor

**COMMONWEALTH OF MASSACHUSETTS**

County of WORCESTER

On this 29 day of AUGUST, 2010, before me, the undersigned notary public, personally appeared, Craig W. Stott, who is personally known to me or proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



SUSAN M. DARLING  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Jan. 27, 2017

Susan M. Darling  
Notary Public  
My Commission Expires: January 27, 2017

**STATE OF NEW YORK**

County of Suffolk

On this 28<sup>th</sup> day of August, 2010, before me, the undersigned notary public, personally appeared, Mark L. Stott, who is personally known to me or proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Terrianne Messina  
Notary Public  
My Commission Expires:

Terrianne Messina  
Notary Public, State of New York  
No. 01ME6006504  
Qualified in Suffolk County  
Commission Expires 5/14/2014

2  
75

JTB

**TRUSTEES' CERTIFICATE PURSUANT TO M.G.L. c. 184, §35**

Name of Trust: Juliette Marie Stott Trust of August 30, 1991  
Dated: August 30, 1991

We, Craig W. Stott and Mark L. Stott, Trustees of Juliette Marie Stott Trust of August 30, 1991, under Declaration of Trust dated August 30, 1991, (the "Trust") certify as follows:

- (a) We are the current Trustees of the Trust. If either one of us shall fail or cease to serve, provisions have been made in the Trust for the appointment of a successor trustee.
- (b) The Trustees of the Trust have authority to act with respect to real estate owned by the Trust, and have full and absolute power under said Trust to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or is properly exercising said power or to see to the application of any trust asset paid to the Trustees for a conveyance thereof;
- (c) Any conditions precedent to acts by the Trustees have been satisfied;
- (d) Notwithstanding any of the above, this Trust shall in all events terminate twenty (20) years after the date of death of the Trustee(s) originally named herein.

Executed as a sealed instrument under the pains and penalties of perjury on August 30, 2010.

Craig W. Stott  
Craig W. Stott, Trustee

Mark L. Stott  
Mark L. Stott, Trustee

PLEASE RETURN TO:  
CONNOLLY & CONNOLLY  
REGISTRY BOX 55

COMMONWEALTH OF MASSACHUSETTS

County of WORCESTER

On this 24 day of August, 2010, before me, the undersigned notary public, personally appeared, Craig W. Stott, who is personally known to me or proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



SUSAN M. DARLING  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Jan. 27, 2017

Susan M. Darling

Notary Public  
My Commission Expires: January 27, 2010

STATE OF NEW YORK

County of Suffolk

On this 30 day of August, 2010, before me, the undersigned notary public, personally appeared, Mark L. Stott, who is personally known to me or proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]

Notary Public  
My Commission Expires: Terrienne Messina  
**Notary Public, State of New York**  
**No. 01ME6006504**  
**Qualified in Suffolk County**  
**Commission Expires 5/14/2014**

25

QUITCLAIM DEED

06/26/95 11:06 Inst 191  
BK 13070 PG 526

I, Juliette M. Stott, of Newbury, Essex County, Massachusetts in consideration of \$950.00 grant to Essex County Greenbelt Association, Inc., a Massachusetts nonprofit corporation with a principal place of business at 82 Eastern Avenue, Essex, Essex County, Massachusetts with QUITCLAIM COVENANTS the land in Newbury, Essex County, Massachusetts being a parcel containing about 5 acres, more or less, lying southerly of the Plum Island Turnpike and Southwesterly of Plum Island River, and near to both, bounded as follows: viz:

NORTHERLY by land formerly of Paul T. Winkley, there measuring 21 rods; EASTERLY by land of or formerly of the First Parish of Newbury, there measuring 23 1/2 rods; SOUTHERLY by a creek; and WESTERLY by land of said Winkley, there measuring 12 rods; said Lot is described in old deeds as being a part of Plum Beach Marsh. Being the same premises described in the mortgage of John Smith to Nathaniel Little dated June 14, 1886, recorded with Essex South District Deeds, Book 1175, Leaf 133.

Hereby meaning and intending to convey the parcel identified as R50-14 of the records of the Town of Newbury Assessors' Office.

Being Parcel 1 of the Deed from Howard A. Noyes and Carrie C. Noyes to Milton L. Stott and Juliette M. Stott dated May 16, 1962 and recorded at the Essex South District Registry of Deeds at Book 4921, Page 42. A copy of the Death Certificate of Milton L. Stott is recorded herewith.

Witness my hand and seal this 22<sup>nd</sup> day of June, 1995

CANCELLED  
DEEDS REGISTRY  
ESSEX SOUTH DISTRICT  
06/26/95

TAX 4.56  
CASH 4.56  
6144A000 11:07  
EXCISE TAX

*Juliette M. Stott*  
Juliette M. Stott

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

JUNE 22, 1995

Then personally appeared the above-named Juliette M. Stott and acknowledged the foregoing instrument to be her free act and deed.

*Mary E. Sturion*  
Notary Public

My Commission Expires:  
Feb. 6, 1998

2647/163

of one dollar and other valuable consideration to me paid this day by Eli Rosengard, the mortgagor named in said mortgage, do hereby surrender to the said Eli Rosengard and his heirs and assigns the possession of real estate described in said mortgage, which possession was taken by me on June 4, 1925, for breach of the condition of said mortgage, and evidence of which taking of possession is recorded in said Registry Book 2636, Page 420. But it is expressly understood and agreed that nothing herein contained shall in any way, except as above specially provided, affect or impair my rights or interest under the said mortgage, the amount of nine thousand three hundred dollars of the principal sum secured by which is still due and unpaid. WITNESS my hand and seal this tenth day of July, 1925.

WITNESS: Harry Mason (to D.O.) ) David Oppenheim (seal)

COMMONWEALTH OF MASSACHUSETTS Essex, ss July 10, 1925. Then personally appeared the above named David Oppenheim and acknowledge- the foregoing instrument to be his free act and deed, before me

Harry Mason Notary Public

My commission expires Dec.-1926.

Essex ss. Received July 15, 1925. 59 m. past 1 P.M. Recorded and Examined

I, David Oppenheim, owner and present holder of a mortgage from Eli Rosengard to David Oppenheim dated April 21, 1921 recorded with South District of Essex Registry of Deeds, Book 2481, Page 829 assign said mortgage and the note and claim secured thereby to Nicholas C. Johnson It is hereby agreed and understood that the assignment of this mortgage and of the note secured by the mortgage hereby assigned is without recourse to the said David Oppenheim and that the said David Oppenheim does not by this assignment assume any obligation, liability or responsibility upon the note secured by this mortgage or account thereof. WITNESS my hand and seal this tenth day of July 1925 David Oppenheim (seal)

Assgt.  
Oppenheim  
to  
Johnson

COMMONWEALTH OF MASSACHUSETTS Essex ss. July 14, 1925 Then personally appeared the above named David Oppenheim and acknowledged the foregoing instrument to be his free act and deed, before me,

George I. Davis Notary Public

My commission expires Oct - 1929

Essex ss. Received July 15, 1925. 59 m. past 1 P.M. Recorded and Examined

I, Abbie K. Little, widow, of Newbury, Essex County, Massachusetts -eing unmarried, for consideration paid, grant to Gertrude W. Cutter of Newburyport, in said County with WARRANTY COVENANTS the land in said NEWBURY, bounded and described as follows, viz: Beginning at a stake on the Plum

Little  
to  
Cutter

One .50 R. Stamp  
Documentary  
Canceled

2647164

Island Turnpike by land of John Smith; Thence running Southwesterly by land of said Smith two hundred and ten feet (210), more or less, to a stake and other land of the aforesaid Abbie K. Little; thence running Southeasterly by said other land of Little two hundred and eighty two feet, more or less, to a stake and land of C. Stanley Harrison; thence running Northeasterly in part by land of said Harrison, in part by land of Jaques and in part by land of Noyes six hundred and fifty seven feet, more or less, to said Turnpike and thence running Northwesterly by said Turnpike six hundred and thirty feet, more or less, to the point begun at. Reserving to myself and my heirs and assigns a right of way over the above described parcel of land to and from the said Turnpike to my remaining land as the road now runs, and granting to the said Cutter the right to use any and all existing rights of way to the aforesaid parcel of land. WITNESS my hand and seal this thirtieth day of June A.D. 1925.

Abbie K. Little (seal)

COMMONWEALTH OF MASSACHUSETTS Essex ss. June 30, A.D. 1925. Then personally appeared the above named Abbie K. Little and acknowledged the foregoing instrument to be her free act and deed, before me.

Oscar H. Nelson Justice of the Peace

Essex ss. Received July 15, 1925. 25 m. past 2 P.M. Recorded and Examined

Order & Plan  
City of Beverly

See Plan Book 43  
Plan 38a

CITY OF BEVERLY IN BOARD OF ALDERMEN June 15th, 1925. WHEREAS, in the opinion of the Board of Aldermen of the City of Beverly the public convenience and necessity require that a sidewalk on the North side of Giddings Avenue should be established, graded and constructed abutting #8-10-12 belonging to Jesse A. Dutelle, Perley J. Hurd & Minnie A. Hurd. according to the plan hereto annexed. IT IS THEREFORE ORDERED, that said sidewalk be graded, established and constructed in accordance with profile and plan on file at the office of the City Engineer. 88.0 square yards of granolithic 142.0 Linear feet of Granite Curb. IT IS FURTHER ORDERED, that said sidewalk shall be constructed with edge stones and covered with Granolithic and one half the expense thereof be assessed upon the abutting owners on said sidewalk, a schedule of the cost thereof to be reported to the Board by the City Engineer. AND IT IS FURTHER ORDERED, that the Commissioner of Public Works under the direction of the Standing Committee on Public Service and Aid be and hereby is authorized to contract for and furnish all necessary materials to construct and grade said sidewalk and cause the same to be built in accordance with this order, but no contract shall be valid unless approved by said committee. IT IS FURTHER ORDERED, that the City Engineer shall make all necessary plans, grades and descriptions of said sidewalk giving to the Commissioner of Public Works a copy thereof for his

d





# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

300 Westgate Center Drive  
Hadley, MA 01035-9589



In Reply Refer To:  
FWS/Region 5/NWRS

RECEIVED

MAY 17 2011

MAY 13 2011

MASS. HIST. COMM

RL 5072a

Ms. Brona Simon  
State Historic Preservation Officer  
Massachusetts Historical Commission  
220 Morrissey Boulevard  
Boston, Massachusetts 02125

Dear Ms. Simon:

The U.S. Fish and Wildlife Service is considering acquisition of a property currently known as the Stott tract (PKR941) on the Plum Island Turnpike in Newbury, Massachusetts, near Parker River National Wildlife Refuge. It includes a dwelling over 50 years in age that is in poor condition and will be proposed for demolition if we acquire the tract. We are, therefore, seeking your comment regarding the dwelling's eligibility for inclusion in the National Register of Historic Places (NRHP), as well as any effect that would result from its demolition. We have enclosed a set of photographs and maps to assist your review, as well as a compact disc containing the same documents and some additional photos.

The dwelling is not shown on the 1884 George H. Walker & Co. *Atlas of Essex County, MA* or on any earlier maps. However, a building is shown at its location on the 1894 U.S.G.S. 15-minute *Newburyport-Exeter, NH-MA Quadrangle*. We believe that to be the dwelling, as its overall appearance, reflects a structure of the last quarter of the 19th century that has been insensitively altered. We have found no indication that any of its owners were historically noteworthy at local, State, or national level.

The main block of the dwelling is square, with a hip roof and cupola. Though overall form is indicative of Italianate design, the decorative exterior details common to that style are now entirely absent, likely removed during various modernizations. The single story back entry appears to be original, but the storage shed was likely added in the early 20th century and the deck within the last 50 years. The porch roofline appears to be original, though the turned posts and railings that likely formerly supported the roof have been entirely replaced by solid walls. Windows of the main block are predominantly six-over-two sash. Fenestration on the enclosed porches reflects mid-20th century styling indicative of the likely period of their enclosure. Siding of the main block is shingle, but pressboard on the porches.

Some interior details, such as oak interior woodwork (now universally painted off-white) doors having five horizontal panels, the form of the stair rail and newel, and presence of a butler's hatch (labeled "pass through" on the floor plan) are consistent with a construction date near the turn of the 20th century. A considerable number of insensitive interior modernizations have been made, including installation of several sliding doors. One such door is beside the now-blocked original front door, another leads to the deck, and two more lead to the unheated porches. It seems likely that the sliding doors replaced earlier windows or doors in the latter three locations. Bathroom fixtures are entirely modern and the kitchen was also heavily modernized using inexpensive cabinetry. Rooms contain a variety of late 20th century floor coverings, and some also have areas of modern wall treatment (one example being pine paneling above the fireplace).

Ms. Brona Simon

2

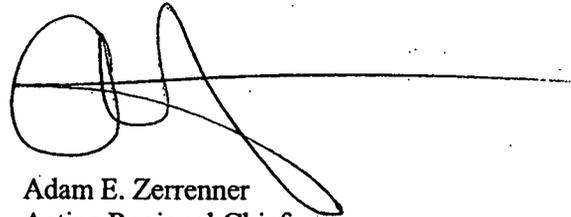
Condition of the dwelling is poor, with considerable rotting of exterior trim and very large holes in the wooden gutters. As one might expect from its location and condition, the basement holds standing water.

We have found no evidence that the building would be eligible for NRHP listing under Criteria A or B. As a result of considerable insensitive alterations within the last 50 years, coupled with its current deteriorated condition, we do not consider the dwelling eligible under Criterion C.

As the location of the dwelling may be sensitive for unrecorded pre-Contact archaeological sites, we propose to include the enclosed specifications in the scope of work for demolition of the building. We believe that its demolition would have "no effect" upon NRHP-eligible historic properties provided those measures to avoid potential effect on archaeological resources are performed.

We would appreciate your concurrence with the above findings within 30 days, as prescribed in the Regulations of the Advisory Council on Historic Preservation (36 CFR 800). If you have any questions, please contact John S. Wilson, Regional Historic Preservation Officer, at 413-253-8560, or by electronic mail, at [john\\_s\\_wilson@fws.gov](mailto:john_s_wilson@fws.gov). We have provided a concurrence line for use if you have no detailed comments.

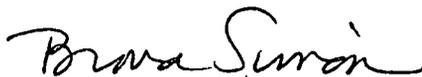
Sincerely,



Adam E. Zerrenner  
Acting Regional Chief  
National Wildlife Refuge System

Enclosures

The Massachusetts Historical Commission concurs with the U.S. Fish and Wildlife Service that the undertaking described above will have no effect on National Register-eligible properties.



Signature

5/24/11

Date

RC.50722



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

300 Westgate Center Drive  
Hadley, MA 01035-9589



In Reply Refer To:  
FWS/Region 5/NWRS

SEP 7 2001

### Memorandum

To: Acting Regional Director

From: Regional Chief, National Wildlife Refuge System

Subject: Proposed Acquisition—Parker River National Wildlife Refuge

We request your approval to add two parcels of land totaling 10.2 acres in Newbury, Massachusetts to Parker River National Wildlife Refuge. The first property, owned by Mrs. Kathleen Hordon (Map 49, Lot 8), totals 0.9 acres, and includes a small structure formally used as a residence. The balance of the property surrounding the structure is upland with the potential to support habitat for nesting grassland birds. The second property, owned by Ms. Juliette Stott (Map 49, Lot 15, and Map 50, Lots 9 and 10), totals 9.3 acres, and includes a residence, a driveway leading to the residence, and a small grassed yard. The balance of the property is saltmarsh associated with Plumbush Creek, which borders the west boundary line of the property. Wildlife habitat associated with this property includes shorebird, wading bird, and waterfowl habitat. The attached map shows approximate locations of the parcels.

We are in compliance with Federal laws, Executive Orders, and U.S. Fish and Wildlife Service (Service) policy governing pre-acquisition planning: (1) We are acquiring from a willing seller or donor; (2) we have coordinated with the affected public; (3) we plan to continue essentially the same land use. This acquisition proposal meets those criteria. No further National Environmental Policy Act documentation is required. We are also in compliance with Service guidance on additions to existing projects: The proposed addition does not exceed the Director's original approval by more than 10 percent (see attachment 1).

We have notified abutting landowners, the Town of Newbury, and the Massachusetts Division of Fisheries and Wildlife. No negative comments have been received. The state supports our acquisition.

REFUGE BOUNDARY CHANGE CHECKLIST

Our Regional Director has approved this parcel for inclusion within the National Wildlife Refuge System. Please make the appropriate records changes for your Section. If you have any questions, please contact Wildlife Biologist Carl Melberg at 413-253-8521

Unit: Parker River NWR	RD Approval Date: September 12, 2001
Tract: Hordon and Stott	Tract No(s). (941)
City: Newbury	County: Essex
USGS Quad Map(s):	State: Massachusetts
Tax Map(s): 49 and 50	Block:
	Lot: (Lots 8 and 15), (Lots 9 and 10)
	Acres: 0.9 and 9.3

Title	Surname	Date
Realty Officer	FRENCH	10-15-1
Branch Supervisor (AP/RM)	Oliveira	10/16/01
Team Leader (AP) acting	Porter	1/2/02
Team Leader (RM)	Jarvis	10/16/01
Realty Specialist	Jane Avari	12/22/01
Branch Supervisor (CSDS)	Z Hoff	12/27/01
Branch Supervisor (LP/SV)	Conner	12/31/01
Team Leader (SV)	Melberg	1-7-02
Review and Compliance	W Quinto	1/8/02

Comments



"Conte, Tony"  
<Tony.Conte@sol.doi.gov>  
08/17/2011 03:17 PM

To "McCauley, Joseph" <joseph\_mccauley@fws.gov>, "Ruel,  
Heather" <heather\_ruel@fws.gov>

cc

bcc

Subject Approval of Massachusetts Quitclaim Deed - Parker River  
NWR Tract 941

Joe/Heather,

Per your request and pursuant to the authority granted to this office by the Department of justice Title Unit, I hereby authorize the FWS to acquire the above-captioned tract by Massachusetts Quitclaim Deed which is a special warranty deed.

Tony

Anthony R. Conte, Regional Solicitor Northeast Region  
U.S. Department of the Interior  
Tel. 617-527-3400 FAX 617-527-6848

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