

Lot N<sup>o</sup> 243. - two hundred forty three - was assigned to  
Hebron Wamsley. - Census N<sup>o</sup> 155.

And is thus bounded and described:

Beginning at a bound by the bar way; thence by land of Hebron Wamsley, N71°E, one hundred forty two feet to a bound by the wall; thence by the wall, and land of Hebron Wamsley, N46°43'E, one hundred eighty five <sup>100</sup>/<sub>100</sub> feet to the southerly corner bound of the said Wamsley's land; thence by Lot N<sup>o</sup> 244, S49°58'E, five hundred eighteen <sup>100</sup>/<sub>100</sub> feet to a bound by the side of Lot N<sup>o</sup> 246; thence by the same, N76°29'W, one hundred thirty two <sup>100</sup>/<sub>100</sub> feet to the easterly corner bound of Lot N<sup>o</sup> 240; thence by the same, N76°29'W, four hundred eighty two feet to the easterly corner bound of Lot N<sup>o</sup> 242; thence by the same, N73°53'W, seventy <sup>100</sup>/<sub>100</sub> feet to the first mentioned bound, or place of commencement.

Lot N<sup>o</sup> 244. - two hundred forty four - was assigned to  
Rosanna S. Rodman. - Census N<sup>o</sup> 151.

And is thus bounded and described:

Beginning at the southerly corner bound of land of Hebron Wamsley where it adjoins Lot N<sup>o</sup> 88; thence by the last named lot, N46°43'E, thirty five <sup>100</sup>/<sub>100</sub> feet to a bound; S47°13'E, two hundred twenty one <sup>100</sup>/<sub>100</sub> feet to a bound; and then still by same lot, N50°43'E, one hundred fifty nine <sup>100</sup>/<sub>100</sub> feet to a bound of Lot N<sup>o</sup> 87; thence by Lot N<sup>o</sup> 242; S43°E, five hundred and ten <sup>35</sup>/<sub>100</sub> feet to a bound; thence N76°28'W, two hundred seventy <sup>100</sup>/<sub>100</sub> feet to the south easterly corner bound of Lot N<sup>o</sup> 243; thence by the same, N49°58'W, five hundred eighteen <sup>100</sup>/<sub>100</sub> feet to the first mentioned bound, or place of commencement.

Reserving, however, to Deacon Simon Johnson, Patrick Divine, and John Divine their heirs and assigns, all their rights in and to the part upon said premises.

Lot N<sup>o</sup> 245. - two hundred forty five - was drawn by  
Belinda Moore. - Census N<sup>o</sup> 47.

And is thus bounded and described:

Beginning at the southeasterly corner bound of Lot N<sup>o</sup> 88, where it adjoins the forty acre lot, so called, or Lot N<sup>o</sup> 87; thence by the last named

Know all Men by these Presents,

that I, Hebron Wamsley, of Gay Head, in the County of  
Dukes County and State of Massachusetts

in consideration of Three dollars,  
paid by Alice Stone Blackwell, of Boston, Massachusetts

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said

Alice Stone Blackwell, her heirs and assigns forever,  
a certain tract or lot of land situated at Gay Head No. 243,  
bounded and described as follows:-

Beginning at a bound by the barrow, thence by land  
of Hebron Wamsley N. 71° E. one hundred forty two feet to  
a bound by the wall; thence by the wall and land of Hebron  
Wamsley N. 40° 45' E. one hundred eighty five <sup>70/100</sup> feet to the  
southerly corner bound of said Wamsley's land; thence by Lot  
No. 244 S. 49° 50' E. five hundred eighteen <sup>24/100</sup> feet to  
a bound by the side of Lot No. 246; thence by the same  
N 76° 29' W. one hundred thirty two <sup>90/100</sup> feet to the  
easterly corner bound of Lot No. 240; thence by the same  
N 76° 29' W. four hundred eighty two feet to the easterly  
corner bound of lot No. 242; thence by the same N 73° 53' W.  
seventy <sup>70/100</sup> feet to the first mentioned bound or place  
of commencement.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belong-  
ing, to the said Alice Stone Blackwell and  
her heirs and assigns, to their own use and behoof forever.

And I do hereby, for myself and my heirs, executors and administrators, covenant with the said grantee and her heirs and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and her heirs and assigns forever against the lawful claims and demands of all persons

And for the consideration aforesaid

do hereby release unto the said grantee and her heirs and assigns all right of or to both dower and homestead in the granted premises.

In Witness whereof I the said Hebron Wamsley

hereunto set my hand and seal this thirtieth day of September in the year one thousand eight hundred and eighty- 2

Signed, sealed and delivered in presence of

Frank H. Marchant } Hebron Wamsley seal

Commonwealth of Massachusetts.

Dukes County ss. September 30. 1882. Then personally appeared the above-named Hebron Wamsley and acknowledged the foregoing instrument to be her free act and deed, before me,—

Horatio N. Pease Justice of the Peace.

Entered Feb. 24. 1883, at 2:15 P. M.

**DECLARATION OF TRUST**

Paul D. Pettegrove of Gladstone, New Jersey hereby declares that I and my successors in trust will hold any and all property, real and personal, that may be transferred to me as Trustee hereunder in trust for the sole benefit of the individuals or entities listed on the Schedule of Beneficiaries this day executed by the Trustee, in the proportions stated in said Schedule, or in any revised Schedule of Beneficiaries in accordance with Paragraph (b).

1. (a) This Trust shall be known as the Gorda Realty Trust. The purposes for which the Trust is formed and the functions to be carried on by the Trustee are to create a trust for the purpose of holding the record legal title of the trust property for the benefit of the Beneficiaries. The Trust shall not engage in any functions other than the holding of the record legal title to the trust property, except as herein provided.

(b) The original Beneficiary or Beneficiaries of this Trust is the person or persons listed as Beneficiaries in the Schedule of Beneficiaries this day executed by the Trustee and held in the files of the Trustee, and the respective interests of the Beneficiary or Beneficiaries are as therein stated. The beneficial interest of a Beneficiary hereunder shall be deemed to be personal property and is not assignable, except in case of the death of a Beneficiary, his or her right, title or interest hereunder shall pass to his or her executor or administrator and to his or her heirs at law. The death of any Beneficiary shall not terminate this Trust nor in any manner effect the powers of the Trustee hereunder. A copy of said Schedule of Beneficiaries shall be filed with anyone holding a mortgage on property owned by the Trust.

2. Except as hereinafter provided in the case of the termination of this Trust, the Trustee shall have full power and authority to acquire land, options to purchase, assign, mortgage, distribute or otherwise dispose of all or any part of the trust property, to sell, convey or lease any trust property, to borrow money, to grant or acquire rights or easements and enter into agreements with respect to the trust property, and to carry out any actions so designated, provided, however, that no Trustee shall be required to take any action directed which will, in the opinion of such Trustee, involve him or her in any personal liability, unless first reasonably indemnified against such liability. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Paragraph 6 hereof, provided that all of the Trustees execute any of the documents heretofore stated, and that a majority of the Trustees shall not be sufficient.

3. This Trust may be terminated at any time by written notice of termination given to the Trustee by a unanimous consent of the Beneficiaries, and this Trust shall terminate, in any event, twenty (20) years after the death of the Trustee. In case of any such termination, the Trustee shall transfer and convey the entire trust property to the Beneficiaries in proportion to their respective interest as determined in accordance with the provisions of Paragraph 1. or as directed in writing by the Beneficiaries.

4. The Trustee herein named, or any successor, may nominate such person as he desires to be his successor as Trustee in case of resignation, and the appointment shall be complete upon a written notice of said appointment and the acceptance thereof by the new Trustee being filed in the Registry of Deeds wherever this Declaration of Trust may be filed. If no nomination is made as above provided, then all of the holders of the beneficial interest may appoint a new Trustee by an instrument which shall become effective when said instrument and acceptance by the new Trustee shall have been recorded in the Registry of Deeds where this Declaration is recorded.

5. Upon the death of the original Trustee, the powers and duties of the Trustee shall automatically vest in Anthony C. Frangos of Dover, New Hampshire as Successor Trustee, and the Successor Trustee shall file a death certificate in the Registry of Deeds where this Declaration of Trust is recorded.
6. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry of Deeds in which this Declaration of Trust is recorded. Succeeding or additional Trustees may be appointed, or any Trustee may be removed by an instrument in writing signed by all of the Beneficiaries, provided in each case that such instrument or instruments (or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed) shall be recorded with the Registry of Deeds in which this Declaration of Trust is recorded, which shall be conclusive evidence of his qualification as Trustee hereunder. Upon the appointment of any succeeding or additional Trustee, the title to the trust estate shall thereupon, and without the necessity of any conveyance, be vested in said succeeding or additional Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding and additional Trustee shall have all the rights, powers, authority and privileges as if named as the original Trustee hereunder. No Trustee shall be required to furnish a bond.
7. This Declaration of Trust may be amended from time to time by a written instrument (i) signed by all of the Beneficiaries and acknowledged by any Beneficiary, and (ii) delivered to any Trustee, provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment be recorded in the Registry of Deeds where this Declaration of Trust is recorded.
8. No Trustee hereunder shall be liable for any error of judgment, nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser or lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee, or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, sublease, deed, mortgage, note, assignment, or other instrument executed by the person appearing from the record of a Registry of Deeds to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof, this Trust was in full force and effect, and that the execution and delivery thereof was duly directed as required by the terms of this Trust. Any person dealing with the trust property or any Trustee may always rely, without further inquiry, on a certificate signed by a person appearing from the records of the Registry of Deeds to be a Trustee hereunder, as to who are the Trustees hereunder, or the Beneficiaries hereunder, or as to the authority of any Trustee to act, as to whether or not this Declaration of Trust has been terminated or amended and, if amended, the provisions of such amendment, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by any Trustee, or which are in any other manner germane to the affairs of the Trust.
9. (a) If at any time when there are two or more Trustees, any Trustee shall become unable to perform his or her duties as such Trustee because of physical or mental incapacity, then he or she shall continue to be a Trustee hereunder and during such period as such incapacity shall continue, the other Trustee or Trustees shall, acting alone, have an exercise as Trustee of all the powers, duties and discretions of the Trustees within the terms of this instrument.

(b) If at any time when there are two or more Trustees, any Trustee may for the duration of any absence, illness or incapacity of him or her for any specified period of time, authorize, in writing, the other Trustee or Trustees, acting alone, to manage the affairs of this Trust. Such authority shall be revoked in writing.

10. The term "Trustee" when used in this instrument shall include both singular and plural where the context so requires or permits and shall mean the Trustee or Trustees named herein and such person or persons who hereafter serve as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

11. No Trustee or Beneficiary hereunder shall have any personal liability under any contract or undertaking made by the Trustee. All such contracts, obligations or undertakings shall refer to this instrument and shall be enforceable only against the Trustee as Trustee and upon the trust property.

12. The Trustee may consult legal counsel concerning any question which may arise hereunder, and shall incur no liability and shall be fully protected in acting in accordance with the opinion of such counsel.

13. The Trustee shall be entitled to reasonable compensation for services hereunder and to reimbursement for all reasonable expenses incurred hereunder. Notwithstanding any contrary provision, the Trustee shall not be required to take any action hereunder by direction of the Beneficiaries or otherwise, until the Beneficiaries shall furnish to the Trustee reasonable indemnity against liability and expense to the Trustee.

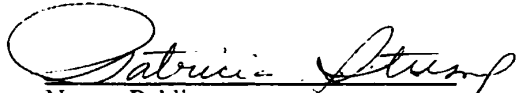
Executed as a sealed instrument this 22 day of December, 1997.

  
PAUL D. PETTEGROVE

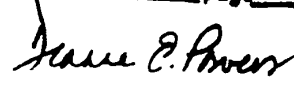
STATE OF NEW JERSEY  
COUNTY OF SOMERSET

December 22, 1997

Then personally appeared the above-named Paul D. Pettegrove and acknowledged the foregoing instrument to be his free act and deed, before me,

  
Notary Public PATRICIA STUMP  
My comm. exp. \_\_\_\_\_ NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 22, 2000

Edgartown, Mass. Dec 30, 19 97  
at 1 o'clock and 35 minutes P  
received and entered with Dukes County Deeds  
book 217 page 401

Attest:  
  
Register

Taking  
769/549  
769/550

BK 717PG 104

DEED

WE, GEORGE H. BLACKWELL and MARGARET B. GUBSER, Trustees under the Will of Alice Stone Blackwell filed in Middlesex County Probate and Family Court as Docket No. 295345 under power conferred by said will and every other power,

in consideration of THIRTY FIVE THOUSAND AND 00/100 (\$35,000.00) DOLLARS

grant to PAUL D. PETTEGROVE, Trustee of the GORDA REALTY TRUST u/d/t dated December 22, 1997 and recorded herewith

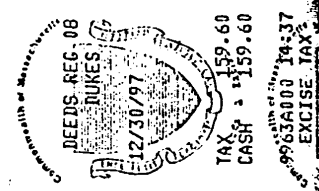
Two certain parcels of vacant land located in Gay Head, County of Dukes County, Commonwealth of Massachusetts, being more particularly described as follows:

PARCEL ONE

A certain tract or lot of land situated at Gay Head No. 243, bounded and described as follows:

Beginning at a bound by the far-way, thence by land of Hebron Wamsley N. 71' E one hundred forty two feet to a bound by the wall; thence by the wall and land of Hebron Wamsley N. 40° 45' E, one hundred eighty five 70/100 feet to the southerly corner bound of said Wamsley's land; thence by Lot No. 244 S. 49' 50 E five hundred eighteen 94/100 feet to a bound by the side of Lot No. 246; thence by the same N 76, 29 W one hundred thirty two

Property Address: Off Moshup Trail  
Gay Head, Massachusetts



BK 717PG405

90/100 feet to the easterly corner bound of Lot No. 240; thence by the same N 76 29 W four hundred eighty two feet to the easterly corner bound of Lot No. 242; thence by the same N. 73' 53 W. seventy 70/100 feet to the first-mentioned bound or place of commencement.

PARCEL TWO

A certain tract or lot of land situated at Gay Head bounded as follows:

Beginning at the easterly corner bound of No. 230 thence by the Wamsley land S. 34 28 E seven hundred fifty four to a bound, thence still by the same S 9° 10' E three hundred ten feet to a bound; thence by Lot 709 N 36 42 W. forty seven 55/100 feet to a bound, thence on the same course by Lot No. 708 two hundred sixty-five 05/100 feet to a bound, and by Lot No. 707 two hundred sixty 05/100 to a bound; and by Lot No. 706, two hundred sixty five 05/100 feet to a bound; thence still on the same course by Lot No. 233 two hundred and one 30/100 feet to a bound being easterly corner bound of lot No. 176; thence by the Lot No. 230 N. 58 25 E one hundred seventy three 60/100 feet to the first mentioned bound, or place of commencement.

Said Lot is numbered 232.

The premises are conveyed together with the benefit of all easements, rights and restrictions of record to the extent the same are in force and applicable; including, without limitation, two easements from Jeffrey L. Madison, Trustee of Moshup Trust to Grantor both dated July 28, 1994 and recorded with the Dukes County Registry of Deeds in Book 640, Pages 895 and 899, respectively.



BK 717PG406

For title, see two deeds to Alice Stone Blackwell both dated September 30, 1882 and recorded with the Dukes County Registry of Deeds in Book 69, Page 600 and Book 69, Page 604, respectively. Also, see the Estate of Alice Stone Blackwell, Middlesex County Probate Docket No. 295345.

EXECUTED as a sealed instrument this \_\_\_\_\_ day of December, 1997.

MARTHA'S VINEYARD LAND BANK FEE

PAID: \$ 700.00

EXEMPT \$ \_\_\_\_\_  
NO. 2173 DATE 12/30/97 CERTIFICATION

George H. Blackwell  
George H. Blackwell, Trustee as aforesaid

Margaret B. Gubser  
Margaret B. Gubser, Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

December 17, 1997

Then personally appeared the above-named George H. Blackwell, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me

DONNA S. POST  
Notary Public  
My Commission Expires August 3, 2001

Donna S. Post  
Notary Public  
My Commission Expires:

STATE OF CALIFORNIA

County, ss.

December , 1997

Then personally appeared the above-named Margaret B. Gubser Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed, before me

Notary Public  
My Commission Expires:

*see attached certifi*

AFFIX:  
NOTARIAL:  
SEAL:  
N:\w1\97\novra\Blackwell.dee

RESIGNATION OF TRUSTEE/ACCEPTANCE OF NEW TRUSTEE  
GORDA REALTY TRUST

The undersigned, Paul D. Pettegrove, hereby resigns as Trustee of Gorda Realty Trust under a Declaration of Trust dated December 22, 1997 recorded with the Dukes County Registry of Deeds in Book 717, Page 401, and having a usual place of business in Peabody, Essex County, Massachusetts, appoints Maria Kitras as successor Trustee.

Dated at EDGARTOWN, Massachusetts this 11<sup>th</sup> day of July, 2001.

GORDA REALTY TRUST

By: [Signature]  
Paul D. Pettegrove, Trustee

The undersigned hereby accepts appointment as the Trustee of said Trust.  
Dated at EDGARTOWN, Massachusetts this 11<sup>th</sup> day of July, 2001.

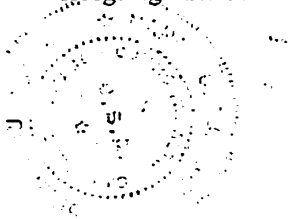
By: [Signature]  
Maria Kitras

THE COMMONWEALTH OF MASSACHUSETTS

Dukes, ss.

July 11, 2001

Then personally appeared the above-named Paul D. Pettegrove, Trustee, and acknowledged the foregoing instrument to be his free act and deed as Trustee, before me



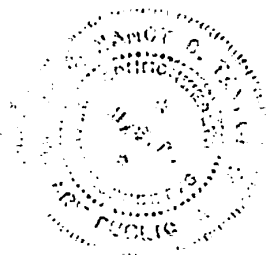
[Signature]  
Notary Public  
My commission expires 12/8/06

THE COMMONWEALTH OF MASSACHUSETTS

Dukes, ss.

July 11, 2001

Then personally appeared the above-named Maria Kitras, Trustee, and acknowledged the foregoing instrument to be his free act and deed as Trustee, before me



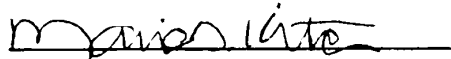

[Signature]  
Notary Public  
My commission expires 12/8/06

Edgartown, Mass. July 11, 2001  
at 10 o'clock and 05 minutes A M  
received and entered with Dukes County Deeds  
book 841 page 628

TRUSTEE'S CERTIFICATE OF APPOINTMENT OF CO-TRUSTEE

The undersigned, Maria A. Kitras, Trustee of Gorda Realty Trust under written Declaration of Trust dated December 22, 1997, recorded in the Dukes County Registry of Deeds in Book 717, Page 401, hereby certifies that James J. Decoulos, of Peabody, Massachusetts has been appointed Co-Trustee of said Trust pursuant to the provisions of Paragraph 6 of the referenced Declaration of Trust. For my appointment as sole Trustee see Dukes County Registry of Deeds Book 841, Page 628.

Witness my hand and seal this 24<sup>th</sup> day of April, 2002.

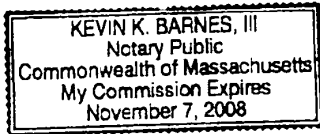
  
Maria A. Kitras, Trustee  
Gorda Realty Trust  
MASS. D.L. 

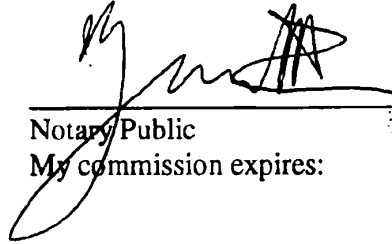
COMMONWEALTH OF MASSACHUSETTS

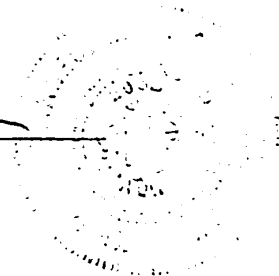
Middlesex, SS.

April 24, 2002

Then personally appeared the above named Maria A. Kitras, Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed, before me.



  
Notary Public  
My commission expires:



ACCEPTANCE OF APPOINTMENT AS CO-TRUSTEE

The undersigned, James J. Decoulos, of Peabody, Massachusetts, hereby accepts appointment as Co-Trustee of Gorda Realty Trust.

Witness my hand and seal this 24<sup>th</sup> day of April, 2002.

Egartown, Mass. June 10, 2002  
at 12 o'clock and 40 minutes P M  
received and entered with Dukes County Deeds  
book 886 page 851

  
James J. Decoulos

Attest:

 Register