

## 6 Stanwood Street Historical Background



The crew of Hose No. 2 of Riverdale in front of the fire house on Stanwood Street. The crew includes: Captain Allen J. Tucker - Lieut. John Morris - W. F. Stanwood - Fred G. Walker - Benj. Milne - Walter Tucker - Austin Lane - L. F. Allen - Al F. Tucker - Howard P. Lane. The identity of the man in the derby hat is unknown. Photo taken about 1911.

16

Submitted to:  
Gloucester Historical Commission  
March 28, 2016

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Treasurer, Cape Ann Amateur Radio Association  
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## Summary

The Cape Ann Amateur Radio Association is seeking affirmation from the Gloucester Historical Commission that the building located at 6 Stanwood Street is of historical significance to the City of Gloucester. Presented in this document are maps, deeds, research from city archives, a repair history and photographs documenting the building's history.

The building was owned by the City for 147 years and served as the Wheeler School and later a Riverdale fire station. Later it filled many community roles. In December 2014, the building was sold to the Cape Ann Amateur Radio Association (CAARA) who had used the building since 1975. CAARA now owns the building, though it can not be sold without the permission of the City. If CAARA ceases to exist, the ownership reverts back to the City (see current deed). CAARA is in the process of applying for a Community Preservation Act grant to restore the exterior of the building under the category of historical restoration.

## Introduction

The property at 6 Stanwood Street in Riverdale was purchased by the City of Gloucester in 1867 for \$200. This property was defined as a 50' x 100' plot, as it is today, though larger plots are shown on atlases in the late 1800s. From 1867 until the end of 2014 the structure built on the property served many purposes and underwent many changes. The property's history is detailed in the section "History from Gloucester Archives".

The land was originally purchased for the construction of the Wheeler School. The Wheeler School is mentioned in the Gloucester archives and probably was a single-story, one room schoolhouse. Atlases produced in 1884 and 1899 show various locations for the structure, lending some credibility to story that the schoolhouse was moved and raised to build a new first floor for the horse-drawn fire fighting equipment. There are many inaccuracies in the size of the plot in the atlases, but the deed from 1867 reflects the definition of the current plot.

The building is a two-story wood frame structure with a basement and is approximately 22' wide by 29' long. A 14' x 14' single story kitchen was added to the rear of the building, probably 1960s or 1970s. There are two half-baths in the building, one on each floor.

The first floor has ceilings that measure 11' high and employs a unique suspension method for the second-floor floor structure. Two iron rods running from the front to the back of the building with turnbuckles create a suspension system for the second floor, eliminating columns—necessary to house the fire engine. Trap doors can be found in the first and second floors.

Originally two large doors were in the front of the the building for egress of the fire engine. This configuration is shown in the photograph of the fire company on the cover of this paper. The doors have now been replaced with windows. It is unknown when the front patio was added to the structure. A chalkboard on the first floor has been preserved with the notice of the last call of the station, probably in 1943 (see. Fig. 5).

During the last quarter of the 20<sup>th</sup> century, CAARA and the previous tenant (Cape Ann Flyers-a pigeon racing club) were responsible for all maintenance and upkeep, highlights of which are listed in the section titled “List of Improvements and Repairs on 6 Stanwood Street Since 1966”.

### Current Use

As previously stated, the property was sold to the Cape Ann Amateur Radio Association in December of 2014. Originally only second floor was used by CAARA, starting in 1975, using the exterior entrance on the east side of the building. From repair records, it appears that CAARA took over the entire building in 1982. CAARA has used the building for amateur radio purposes, including the construction of enclosed operating stations (upstairs and downstairs), work and equipment repair areas, and meeting spaces. Antennas have been added to the exterior of the building for the use of members and for emergency communications purposes.

The building is used for general club gatherings twice a week, plus monthly board and monthly member’s meetings. Other times it is used for training, equipment repair, and housing of a significant number of amateur radio stations and equipment. These stations are used for the enjoyment and training of the membership as well as the occasional radio contest. New developments in amateur radio are also discussed and explored. A monthly breakfast is held as a fundraiser for the CAARA scholarship fund. FCC exams for amateur radio operator licenses are also held monthly.

### Proposal for Historical Restoration

Shingles were installed in 1980 over the clapboards due to the poor condition of the clapboards, as evidenced in the photographs of the exterior (see Fig. 1, 2 & 3). The shingles were painted/stained a few times over the years. By 2015 (35 years) the shingles on the south side of the building (building front) were extremely brittle and in very poor condition. The old shingles were removed and replaced with white cedar shingles with no stain to naturally weather in over time and match other buildings in the neighborhood along Washington Street.

It is the intention of CAARA to restore the remaining sides of the building, including the kitchen addition with the same cedar shingles. The door, window and roof trim have not been painted, and will be part of the restoration work. Restoration of the original clapboard siding is out of the question due to their poor condition and their use as a base for the nailing of the shingles in 1980. If clapboard was to be considered, the old ones would have to be replaced.

The cost of re-shingling the front wall was approximately \$5,500. Painting and restoration of window and roof trim has not been completed on the front wall.



## Current Photographs



Figure 1. Exterior of the building during re-shingling, 2015. Original shingles were installed over the clapboards in 1980 and painted. New shingles were applied over the clapboards to allow air circulation behind the singles for longer life.





Figure 2. Detail of clapboard condition near the front door. Cedar shingles were applied over the clapboards in 1980.



Figure 3. View of right front corner with shingles stripped





Figure 4. Second floor iron rod suspension support. Rods probably support floor at previous column locations of the original school house. Support system gives unobstructed space across the 20.5' width of the room.



Figure 5. Last fire alarm Box 51 - July 17 at 4:00 AM, probably 1943. This chalkboard is on the first floor meeting room and has been preserved with a Plexiglas covering.



Figure 6. South side of the building with new shingles



## Maps



Figure 7. G.M. Hopkins 1884 Atlas. School house is shown close to Stanwood Street. Publisher: G.M. Hopkins, C.E., Title: Atlas of the city of Gloucester and town of Rockport, Massachusetts from official records, private plans and actual surveys. Date of Issue: 1884  
<http://archives.lib.state.ma.us/bitstream/handle/2452/206032/ocm40942876.pdf>

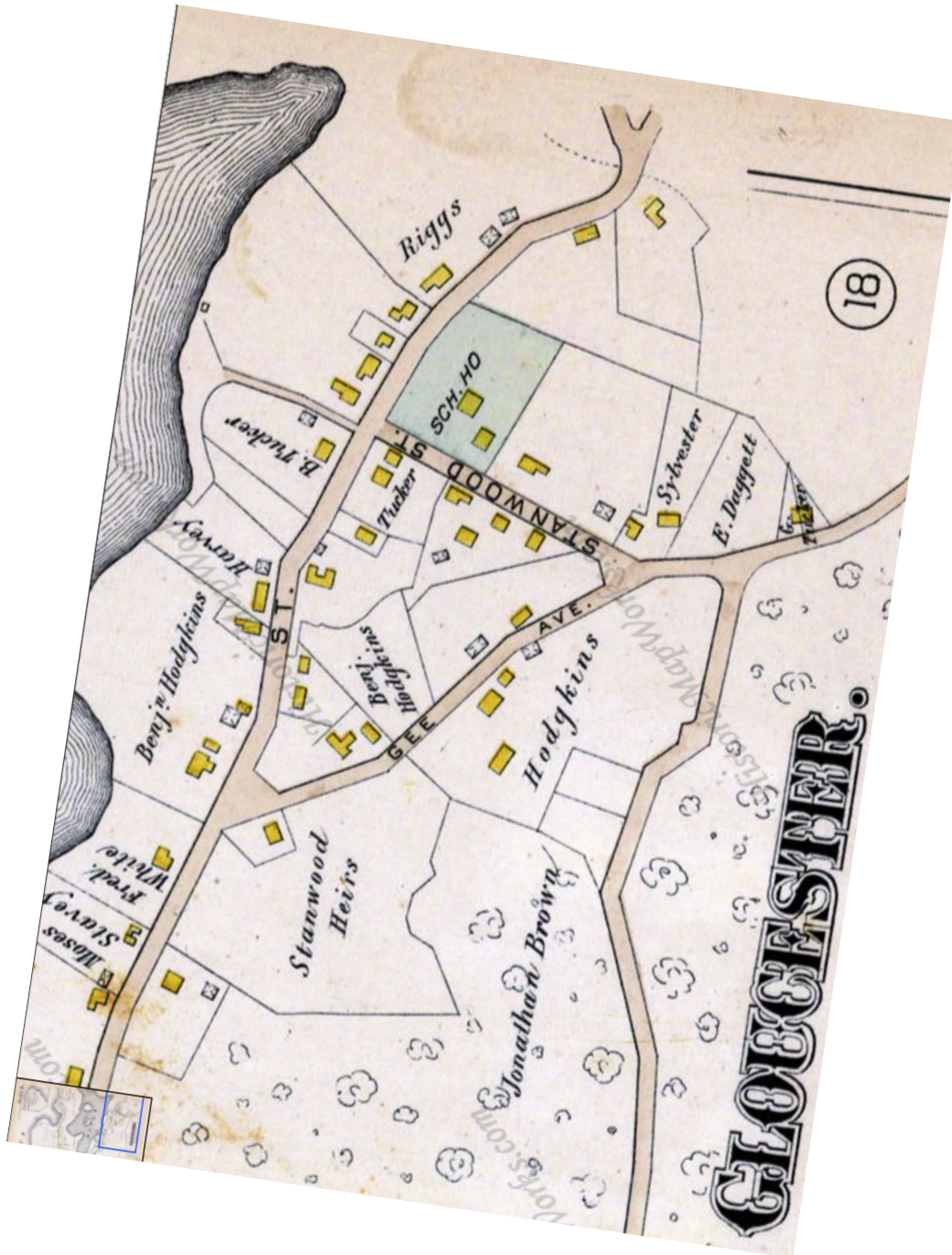


Figure 8. Atlas Name: Gloucester and Rockport 1884, Publisher: G. M. Hopkins, Publish Date: 1884; Location: Massachusetts. Though this atlas is listed as being published in 1884, the title page does not match the typography style on the maps. It is the author's opinion that this map is from a later time, closer to the 1899 map.  
<http://www.historicmapworks.com/Map/US/10353/Plate+016/Gloucester+and+Rockport+1884/Massachusetts/>





Figure 9. Gloucester Atlas 1899 Page 22, Riverdale, Mill River, Publisher: George W. Stadley & Co., Map Types: Cadastral Map Original Map Size: 20.75" x 30.5". Property is shown extending too deep in this map, but building is close to current location.  
<http://archives.lib.state.ma.us/handle/2452/206033>





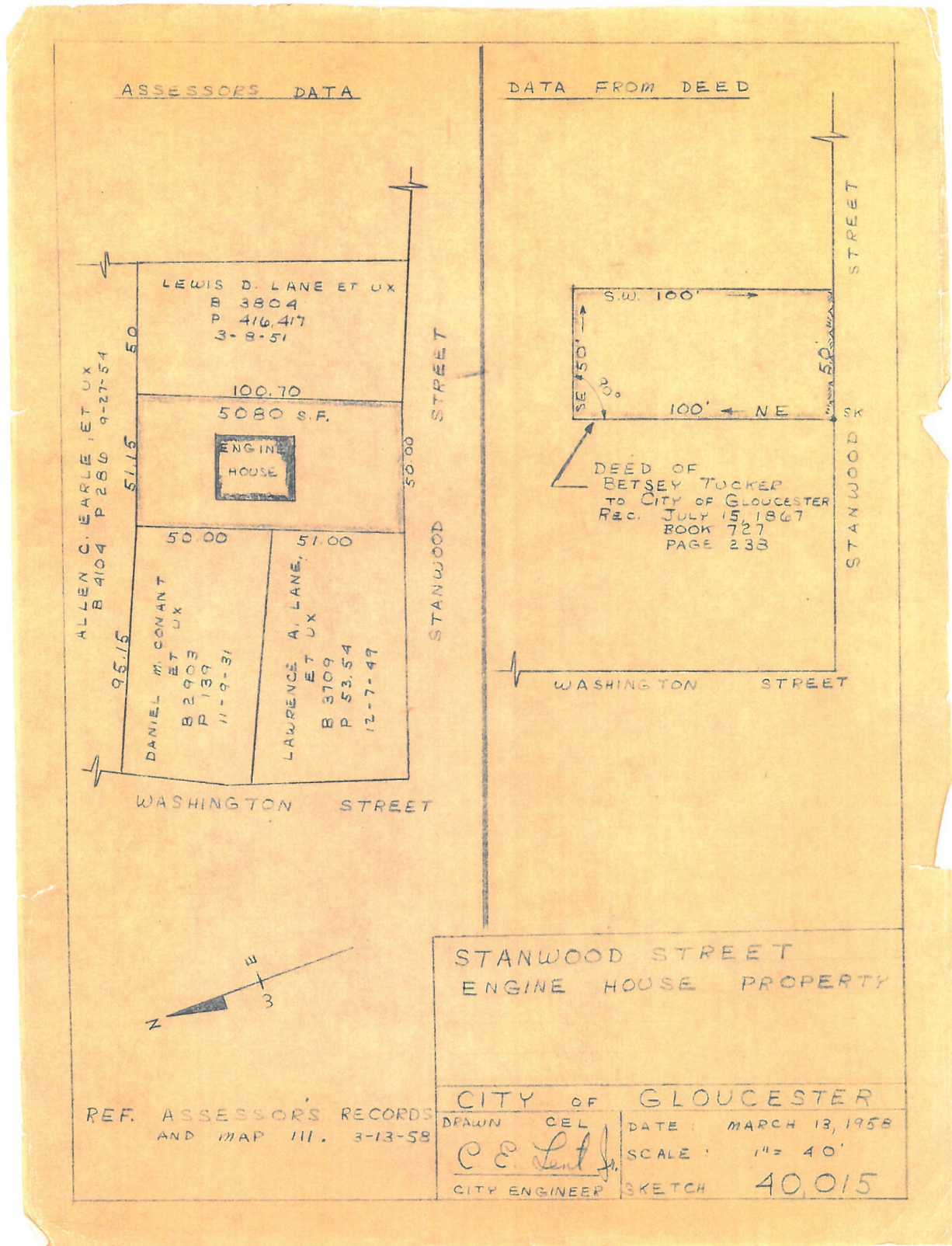


Figure 11. Gloucester City Engineer's comparison of maps March 1958

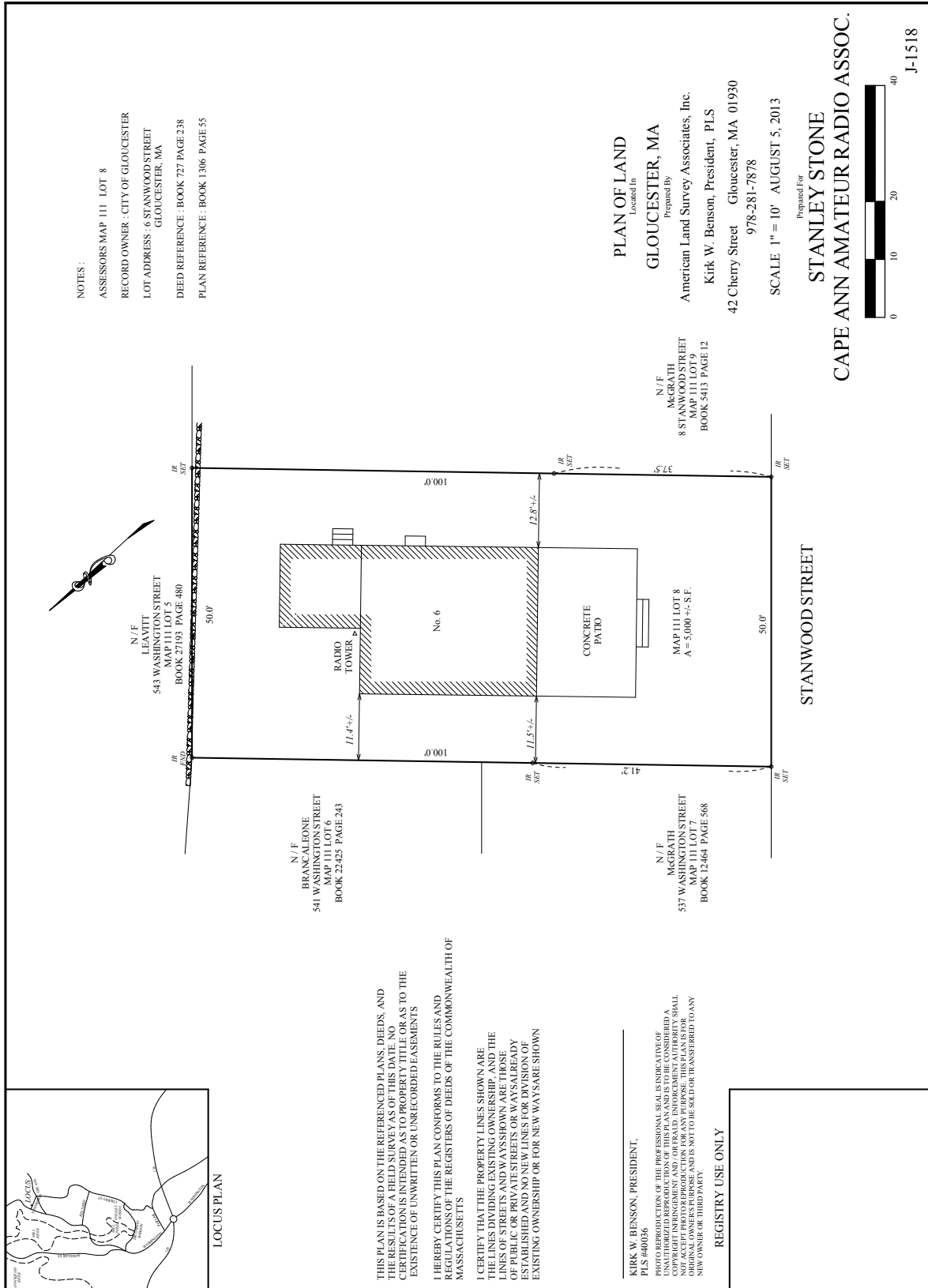


Figure 12. Latest survey of 6 Stanwood, August 2013



## 6 Stanwood Street – Historical Background

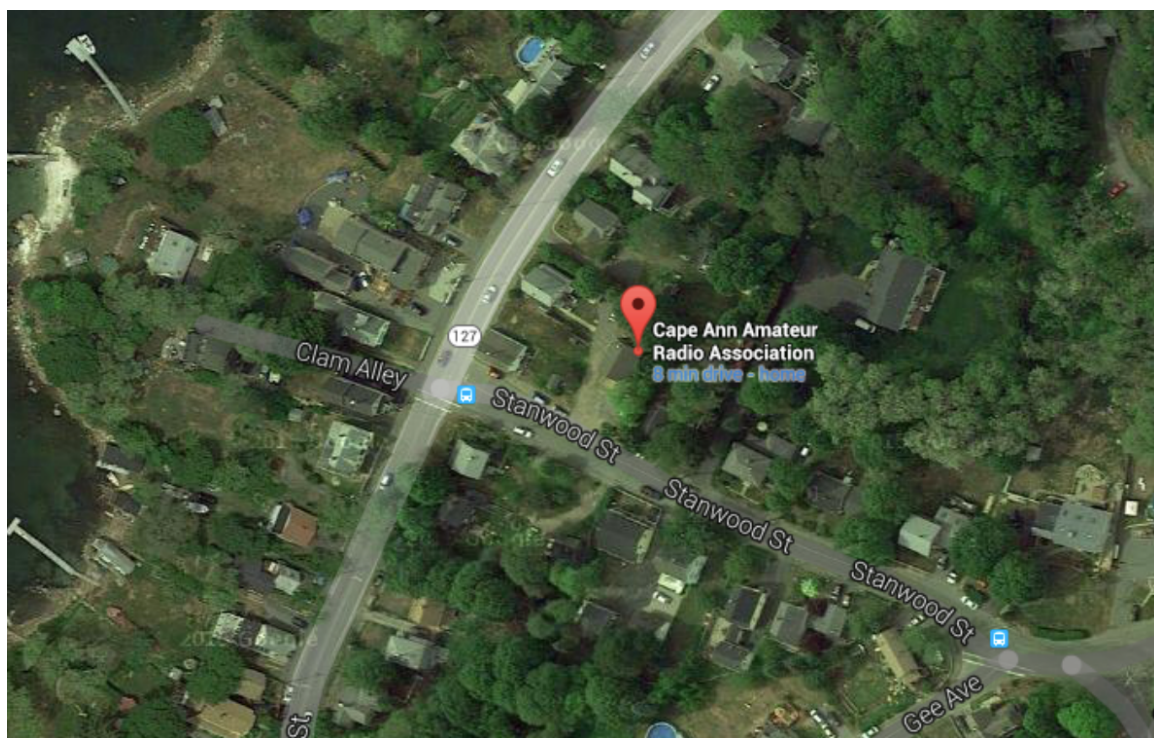
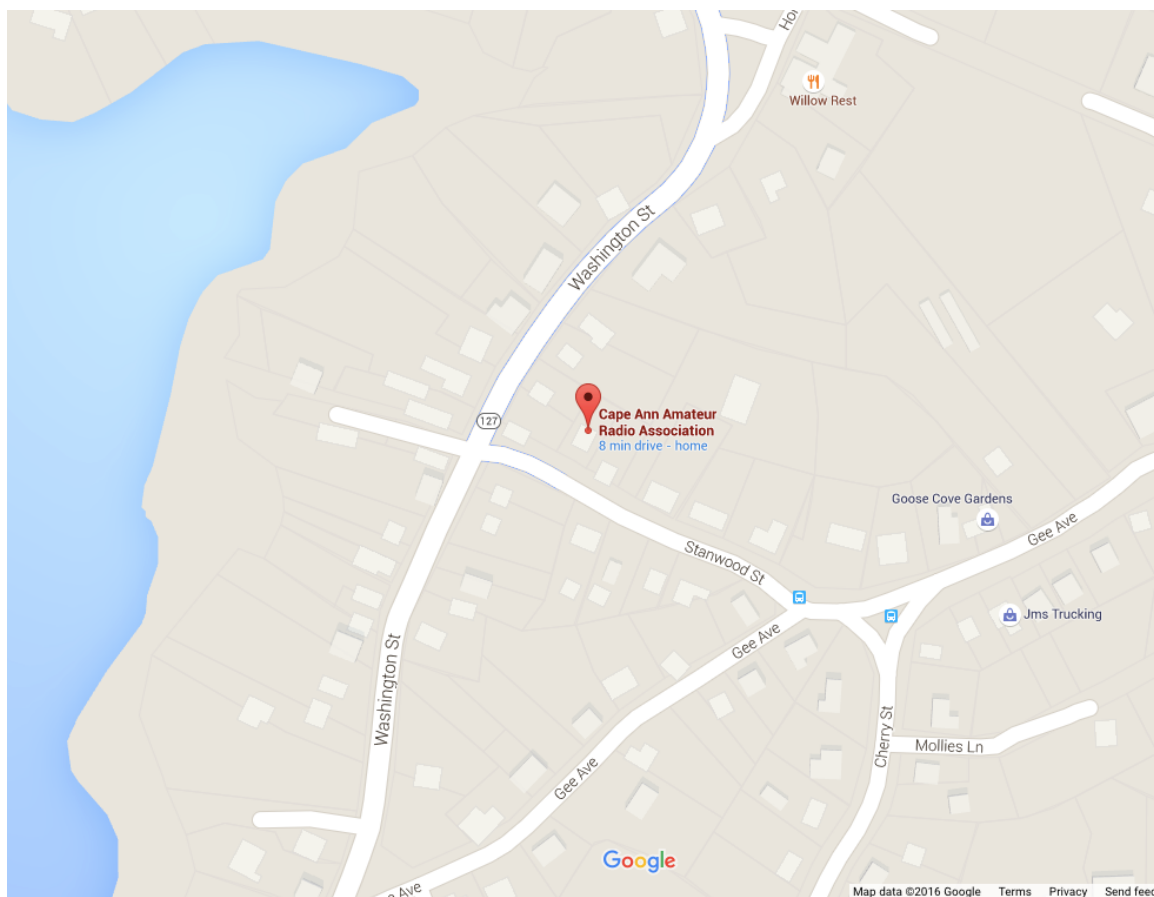


Figure 13. Google Maps images of 6 Stanwood Street



## Exterior Photographs



Figure 14. Front of building with freshly shingled face, south facing.



Figure 15. West side of building





Figure 16. North and west sides of building



Figure 17. East side of building

## History from Gloucester Archives

### STANWOOD STREET #6

For Henry McCarl, by Sarah Dunlap, January 13, 2016

1867, land bought from Betsy Tucker for \$200, Wheeler School house built, lot size 50'x100', for \$1740, including the cellar and all parts. Ward 6.

1884 Atlas to 1899 Stadly Atlas, the building is still called the Wheeler School. But from 1879 in the Annual Reports, it is not listed in the schools of the city, but shows up in Public Property as a school building, "Wheeler School and land", worth \$800 in 1879, \$500 in 1882-1892.

In 1882, in the Record of School buildings, p. 50, [CC233], it states that the was "not used at present for school purposes" and therefore is should be made available for "sons of Temperance and other organizations in which to hold meetings."

1894, it is still not a school, but is in Public Property in the Annual Report, and the value has risen to \$1940. And so it continued in the Annual Reports until 1903. In that year's Engineer's report for the Fire Department, p.2, he wrote "with a better distribution of the apparatus now located in the heart of the city, as recommended in my former reports, Ward 6 and the Riverdale district would have good protection and without any further outlay for apparatus." Despite this, the building seems to have remained the unused Wheeler School house through 1909, although between 1905 and 1909 the date of construction is 1897 (perhaps a typo for 1867?)

1911-1920s – the Fire Department Engine House and land, Stanwood St. \$1500. It housed Hose Company No. 2, a hose wagon weighing 2,100 lbs, built in 1904. Allen J. Tucker was the captain, and there were 9 other firemen, all from nearby. In 1922, the value of the building went up to \$2400.

1926, it was still Riverdale Station, Hose No. 2, and Leroy Collins was the captain, with only 4 others.

By 1932, the hose was gone and Combination B. was housed on Stanwood St., Leroy Collins still the captain. This is from the City Directory.

By 1941 and 1942, the City Directory has Chemical Engine #1 housed in the building, Collins still captain.

In 1943, the inaugural address of Weston U. Friend talks about the improvements in the Fire Department under Homer R. Marchant: "He joined the department in the "horse and buggy" days and has witnessed and directed its development into a modern fire fighting organization. ...elevating the department to its present high degree of efficiency." (p. 6, 1943 Annual Report)

Part of this increased efficiency must have been the elimination of several small stations, because the Fire department no longer has it as a fire station from 1944 on. There were then only four: Central, Magnolia, Bay View and East Gloucester stations.

I haven't found the raising of the building to become a fire station – perhaps indicated by the rise in value in 1894 – perhaps the rise in value was only due to general inflation or property values rising.

If there are specific parts of this that you would like me to look into further, please let me know.

Sarah

## List of Improvements and Repairs to 6 Stanwood Street Since 1966

The Cape Ann Amateur Radio Association has completed the following improvements and repairs, at *no cost* to the City of Gloucester, since 1966. The following list is a review of the *major* repairs and improvements, cost estimated to be over \$70,000.

### LEGEND

**PC = Cape Ann Pigeon Flyers**

**CAARA = Cape Ann Amateur Radio Association**

**1966** First floor. Painted and paneled, enclosed radiators, sanded and refinished floor, repaired all windows, cleaned and painted toilet and replaced wash basin.

Second floor. Lowered ceiling, repaired plaster and repainted, repaired toilet and repaired windows. **PC**

**1967** Repaired half of roof, stripped old shingles and tar paper, replaced rotten boards, laid new tar paper and shingles. **PC**

**1969** Building exterior. Replaced broken siding, scraped old paint, caulked windows and doors, repainted. **PC**

**1970** All windows on first floor broken by rocks on Halloween. Replaced all broken glass and installed metal screens to prevent further breakages. **PC**

**1972** Touched up paint, replaced broken siding, and caulked where necessary. **PC**

**1973** Installed new gas heater system 1<sup>st</sup> floor, replacing old deteriorating steam heating system. **PC**

**1975** Second floor. Painted floor, puttied and repainted windows, installed a gas heater, repaired tables and installed a workbench. **CAARA**

**1978** Scraped and touched up exterior paint, replaced broken siding, caulked windows and doors. **PC & CAARA**

**1979** Completed second half of roof, stripped off old shingles and tar paper, replaced rotted boards, laid new tar paper and shingles. **PC & CAARA**

**1980** Shingled exterior walls of building with new cedar shingles. **PC & CAARA**

**1981** Replaced rotted boards and fascia boards around roof, installed new gutters and down spouts. **PC & CAARA**

**1982** Installed lights in cellar. **CAARA**

**1983** Repaired pipes in cellar. **CAARA**

**1984** Completely renovated bathroom. Installed shutoff valves in bathroom plumbing. Installed stair treads. **CAARA**

**1985** Installed new door casing and repaired door. Installed down spouts from roof. Painted entrance walls and ceiling. Repaired service cable to meter box. **CAARA**



**1986** Second floor. Painted ceiling, walls and floors. Repaired windows and blinds. Covered cellar window. Graded land for proper runoff. Covered first floor glass in front door with Masonite. **CAARA**

**1987** Upgraded heating system for even distribution. Installed insulated heating ducts. Painted and tiled toilet. Removed and disposed of old steam pipes. **CAARA**

**1988** Built enclosed radio operating room. Replaced windows. Repainted hallway and floors. Overhauled entire plumbing system. **CAARA**

**1989** Touched up exterior paint. Serviced heaters. Re-puttied all windows. Installed automatic safety light system on the second floor and stairway. **CAARA**

**1990** Second floor. Installed an escape door in rear. Repaired ceiling in radio room. Installed new threshold in lower entrance and first floor aluminum window. **CAARA**

**1992** Installed cement base and stanchions to protect new gas meter from damage. **CAARA**

**1993** Installed complete new electrical service. Rewired building. Brought building up to code. Installed new outlets and electrical boxes. Installed new light outside of entrance door. **CAARA**

**1994** Replaced windows and painted trim. Removed oil tank from cellar. Removed broken and dangerous pipe on front patio. **CAARA**

**1996** Stained the outside shingles, replaced screening on attic vents. **CAARA**

**2000** Cleaned and overhauled kitchen and downstairs. Established emergency supplies cabinet in downstairs, replaced refrigerator and microwave and added second operating station. **CAARA**

**2004** Obtained new tables for downstairs, sealed leaks in basement windows, lagged and insulated water pipes, shifted to year-round heating. **CAARA**

**2006** Replaced chimney from the roofline to the peak. Surveyed the electrical systems for emergency services upgrades and the roof for replacement. **CAARA**

**2007** New roof installed. **CAARA**

**2011** Natural gas line modified to accommodate fueling a backup power generator. Existing generator modified to operate on natural gas. **CAARA**

**2012** Extensive renovations on 2<sup>nd</sup> floor to increase number of stations and to improve operations and training space. Also improved area for small group meetings. **CAARA**

**2013** First floor walls painted. Property survey complete. Negotiations with City of Gloucester to purchase 6 Stanwood St began. **CAARA**

**2014** Purchased property from the City of Gloucester in December for 1% of assessed value (\$2,300) and included a license agreement with neighbor for passage to her property. **CAARA**

**2015** Replaced ceiling in kitchen.

1867 Deed

BOOK 727

PAGE 238

DEED FOR  
6 STANWOOD  
STREET

BETSY TUCKER  
TO  
CITY OF  
GLOUCESTER

JULY 15, 1867

Know all men by these presents, That I, Betsy Tucker <sup>B. Tucker</sup>  
of Gloucester in the County of Essex and State of Massachusetts, in con- <sup>Town of Gloucester</sup>  
sideration of two hundred dollars paid by the inhabitants of the Town <sup>two 25 c. stamps</sup>  
of Gloucester, the receipt whereof is hereby acknowledged, do hereby <sup>only cancelled</sup>  
give, grant, bargain, sell and convey unto the said inhabitants & their  
successors forever a certain tract or parcel of land situated in River  
dale, as called in said Gloucester, bounded and described as follows:  
To-wit: Beginning at a stake by the wall at the side of the road leading  
from the road to Amisquam into the woods, and near the homestead  
of Henry Stanwood, thence running northeasterly one hundred feet  
thence southeasterly fifty feet at right angles with the first mentioned  
line, thence southeasterly one hundred feet to a point fifty feet from  
and opposite to the place begun at, thence the same course to the  
aforesaid wall, thence by said wall as the wall runs to the place be-  
gun at. It being a portion of the land set off by order of Court from  
the estate of my father said wharf so near as my chart in said  
estate. To have and to hold the above granted premises, with  
all the privileges and appurtenances thereto belonging to the said  
inhabitants to their use and behoof forever. And I the said Betsy  
Tucker for myself and my heirs, executors and administrators do cov-  
enant with the said inhabitants heirs and assigns that I am law-  
fully seized in fee simple of the aforesaid premises; that they are  
free from all incumbrances, that I have good right to sell and con-  
vey the same to the said inhabitants heirs and assigns forever as  
aforesaid; and that I will and my heirs, executors and administra-  
tors shall warrant and defend the same to the said inhabitants  
heirs and assigns forever, against the lawful claims and demands  
of all persons. In Witness Whereof, I the said Betsy Tucker  
have hereunto set my hand and seal this thirteenth day of July in  
the year of our Lord eighteen hundred and sixty seven, the words "fifty  
feet" were inserted before signing. Betsy Tucker Seal  
Signed, sealed and delivered } Essex Co. July 13, 1867. Then personally  
in presence of Cyrus Stow } appeared the above named Betsy  
Signature B. Sylvester } Tucker and acknowledged the above  
instrument to be her free act and deed,  
Before me, Cyrus Stow, Justice of the Peace.  
Essex Co. July 15, 1867, 10 a.m. before 12 M. P. & Es. Co. - Eph. Boundry

Figure 18. Deed transferring 6 Stanwood St from Betsy Tucker to City of Gloucester

**Transcription of 1867 Deed**

**Book 727, Page 238**

**Know all men by these present,**

That I Betsey Tucker of Gloucester in the county of Essex and State of Massachusetts, in consideration of two hundred dollars paid by the Inhabitants of the town of Gloucester, the receipt whereof is hereby acknowledged do hereby give grant, bargain, sell and convey unto the said Inhabitants & their successors forever a certain parcel or tract of land situated in Riverdale “so called” in said Gloucester bounded and described as follows,

Viz. [Videlicet] Beginning at a stake by the wall at the side of the road leading from the road to Annisquam into the wood and near the homestead of Henry Stanwood, thence running northeasterly one hundred feed, thence southeasterly fifty feet at right angles with the first mentioned line, then southwesterly one hundred feet to a point fifty feet from and opposite to the place begun at, thence the same course to the aforesaid wall, thence by said wall as the wall mark as the wall runs to the place begun at. It being a portion of the land set off by order of court from the estate of my father David Wharf to me as my share in said estate.

**To have and to hold** the above granted premises with all the privileges and appurtenances thereto belonging to the said Inhabitants to their use and behoof forever. And I the said Betsey Tucker for myself and my heirs, executors and administrators do covenant with the said Inhabitants heirs and assigns, that I am lawfully seized in fee simple [legal possession—seizen] of the aforegranted premises, that they are free from all incombrances that I have good right to sell and convey the same to the said Inhabitants heirs and assigns forever as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the said Inhabitants heirs and assigns forever against the lawful claims and demands of all persons.

**In witness whereof** I the said Betsey Tucker have hereunto set my hand and seal this thirteenth day of July in the year of our Lord eighteen hundred and sixty seven. The words “fifty feet” were inserted before signing. Betsey Tucker [seal] signed sealed and delivered. Essex ss July 18 1867 Then personally in presence of Cyrus Story Ignatius B. Sylvester

Appeared then personally the above named Betsey Tucker and acknowledged the above instrument to be her free act and deed,

before me, Cyrus Story, Justice of the Peace

Essex as Rec. July 15, 1867 10m. before 12m. Rec & Ex. [Received & Executed] Ephr[a]m Brown, Reg[istrar]

## 2014 Deed and License Agreement

② Box 190

P.C.S

2015010200166 Bk:33780 Pg:259  
01/02/2015 12:19 DEED Pg 1/2

### QUITCLAIM DEED

***Know all persons by these presents:***

Locus: 6 Stanwood Street, Gloucester, Mass. 01930

That the City of Gloucester, a Municipal Corporation, in the County of Essex and Commonwealth of Massachusetts, in consideration of the sum of Two Thousand Three Hundred and 00/100 (\$2,300.00) Dollars, to it paid by the Cape Ann Amateur Radio Association, Inc., a Massachusetts Corporation, of 6 Stanwood Street, Gloucester, MA 01930, the receipt and sufficiency whereof are hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Cape Ann Amateur Radio Association, Inc., its successors and assigns, a certain parcel of land located at 6 Stanwood Street, Gloucester, as shown on Assessors Map 111, Lot 8, further bounded and described as follows:

Beginning at a stake by the wall at the side of the road leading from the road to Annisquam into the wood and near the homestead of Henry Stanwood, thence running northeasterly one hundred feet, thence southeasterly fifty feet at right angles with the first-mentioned line, then southwesterly one hundred feet to a point fifty feet from and opposite to the place begun at, thence the same course to the aforesaid wall, thence by said wall as the wall mark as the wall runs to the place begun at. Being a portion of the land set off by order of court from the estate of David Wharf. Said Property is shown in Plan Book 1306, Plan 55, dated November, 1890, surveyed by W. H. Foss, and marked as "City of Gloucester."

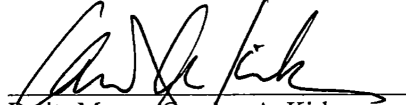
This transfer is conditioned upon the Cape Ann Amateur Radio Association, Inc. remaining a viable not-for-profit organization and in good standing with the Commonwealth of Massachusetts. If the Grantee at any time ceases to operate as a viable not-for-profit corporation or is dissolved by the Massachusetts Secretary of State's Office, then the fee to said property shall revert to the City of Gloucester. The Grantee shall not be allowed to transfer this Property to any other entity without the written permission of the City of Gloucester.

This Property is subject to a License Agreement recorded herewith among the City of Gloucester, the Cape Ann Amateur Radio Association, and Karen Elliot, of 541 Washington Street, Gloucester, Massachusetts for the use of an Access Area shown on a plan recorded herewith.

Being the same premises conveyed to the Grantor by deed of Betsey Tucker dated July 18, 1867, and recorded in the Essex South District Registry of Deeds in Book 727, Page 238.

Executed by my hand and seal this 22 day of December, 2014.

**CITY OF GLOUCESTER**

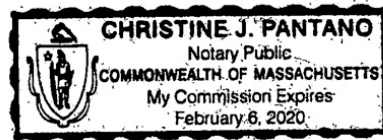
  
By its Mayor, Carolyn A. Kirk

Commonwealth of Massachusetts

Essex, ss

On this 22 day of December, 2014, before me, the undersigned notary public, personally appeared **Carolyn A. Kirk** and proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Christine J. Pantano  
Notary Public  
My commission expires: February 6, 2020



6 Box  
190

(R.W.)  
L.P.M.W.



LICENSE AGREEMENT

December 31, 2014

Parties

Cape Ann Amateur Radio Association, Inc. ("CAARA" or "Licensor"), a Massachusetts non-profit corporation with a mailing address of 6 Stanwood Street, Gloucester, Massachusetts; and

Karen M. Elliot ("Ms. Elliot" or "Licensee"), of 541 Washington Street, Gloucester, Massachusetts; and

Any successor-in-interest to Ms. Elliot who is not a member of Ms. Elliot's Immediate Family as defined below ("Successor Licensee"); and

City of Gloucester ("City"), a municipal corporation located at 9 Dale Avenue, Gloucester, Massachusetts.

Recitals

WHEREAS, the City has sold the real property at 6 Stanwood Street to CAARA based in part on the service that CAARA provides to the City and with the understanding that CAARA will provide Ms. Elliot with access to her property, and the City has retained a reversionary right if CAARA ever ceases to use the property for its charitable purpose; and

WHEREAS, the owners of 541 Washington Street have used a portion of City property for access to 541 Washington Street for at least 40 years, said portion marked as "Access Area" on the attached Exhibit A; and

WHEREAS, Ms. Elliot, the current owner of 541 Washington Street ("Premises"), wishes to enter into a contract with CAARA to ensure access to her property.

Agreements

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Licensor grants Licensee, her Immediate Family and their invitees and guests a non-exclusive, revocable License to use the Access Area for vehicular and pedestrian passage to, from and between the Premises and Stanwood Street. Licensor consents to the occasional passage and use by delivery and landscaping vehicles, which are permitted to extend beyond the License Area as reasonably necessary to accommodate the vehicle size and turning radius. The term "Immediate Family" comprises Ms. Elliot's spouse, direct descendants, Ms. Elliot's parents, and Ms. Elliot's siblings. The License shall be revocable only as follows: In the event that Licensor or Successor Licensor determine that Licensee or any of her agents has violated this License by repeatedly over time using

\* SEE PLAN DRAWN BY AMERICAN LAND SURVEY ASSOCIATES, INC.  
DATED AUG. 5, 2013 (REV. 10/3/14)

the Access Area in a manner (a) that is seriously detrimental to the health, safety, and welfare of Licensors and Successor Licensors (b) that materially and substantially prohibits the Licensors from being able to use the Access Area as set out below, and (c) that is not permitted herein, (all together “Violation”), Licensors or Successor Licensors shall provide written notice of the alleged Violation herein to the Licensee. Such notice shall be delivered by one of the following means (a) in hand, (b) by constable, (c) by certified mail, with return receipt requested and received, postage prepaid or (d) by nationally recognized overnight delivery with signed receipt of service. If Licensee does not cease such noticed Violation within 30 days after receipt of notice, Licensors shall be allowed to terminate this Agreement by providing written notice of termination to the Licensee. Following receipt of a termination notice under this License agreement, Licensee shall have a reasonable period of time before the termination takes effect in order to make alternative access and parking arrangements.

2. The Licensee and Immediate Family may assign this License upon conveyance of the Premises, and not otherwise. Upon conveyance of the Premises to a successor Licensee who is not a member of Licensee’s Immediate Family (“Successor Licensee”), this License shall be terminable as follows: In the event that Licensors or Successor Licensors determine that Licensee or any of her agents, Immediate Family, or guests has repeatedly behaved in manner that is seriously detrimental to the health, safety, and welfare of Licensors and Successor Licensors, while using the Access Area, Licensors or Successor Licensors shall provide written notice of the alleged violations herein to the Licensee. Such notice shall be delivered in hand, by constable, certified mail, return receipt requested, postage prepaid or by nationally recognized overnight delivery. If Licensee does not cure such violations within 30 days, Licensors shall be allowed to terminate this Agreement by providing written notice of termination to the Licensee.
3. CAARA shall have the right to park in the Access Area during regularly scheduled meetings, which as of the date of this Agreement are Sunday mornings between 9:00 a.m. and 12:00 p.m. and Wednesday evenings between 7:00 p.m. and 9:00 p.m. CAARA reserves the right to change its meeting times and dates but shall not be permitted to park in the Access Area during such regular meetings more than twice a week or for more than five (5) hours a week. CAARA shall give Ms. Elliot two weeks’ notice of any permanent change in its meeting times and shall negotiate in good faith with her if she expresses objections. CAARA may also use the Access Area in times of emergency when the CAARA Communications Center is activated. CAARA will use the Access Area as a last resort, that is, in times when no other parking is available at 6 Stanwood Street. Other than agreed to herein, parking is not allowed in the Access Area. CAARA shall not block the Access Area except during the regularly scheduled times described above. CAARA will make good faith efforts to permit Licensee access to remove from the Premises car(s) which are blocked in during the above times.
4. It is understood and agreed that Licensee and Licensors/Successor Licensors shall in no event be construed or held to be partners, associates, affiliates, joint venturers or other related entities, and that the relationship between the Parties is, and at all times shall remain, that of Licensors and Licensee.


5. Licensee, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Licensor and Successor Licensor, their officers, and employees from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any personal injury or property damage of any kind, to persons or property, caused by and arising out of Licensee's negligence in using the Access Area for the purposes under this Agreement.
6. Licensee acknowledges that Licensor has not made and does not make any representation or warranty as to any matter affecting or relating to the Access Area, including but not limited to the physical condition or suitability thereof for access; Licensee acknowledges that no such representation or warranty has been made; and Licensee agrees that this Agreement relates to the Access Area in "as-is" condition as of the date of this Agreement.
7. Except for access provided herein, Licensor and Successor Licensor cannot guarantee, warranty, or promise in any way that current or future owners of 537 Washington Street will allow access over that property to Licensee's property and as a result, Licensor and Successor Licensor cannot guarantee, warranty, or promise that Licensee will always have access to her property from Stanwood Street.
8. CAARA retains the right to reasonably reconfigure (but not reduce) the Access Area in cases where the use of the area along the property line with 537 Washington Street is advantageous for the erection of antennas or similar activities. Such reconfiguration shall not impede Licensee's or Successor Licensee's access to the Premises as provided above.
9. Except as otherwise agreed between them from time to time, the Parties shall each have the right but not obligation to maintain, plow, and repair the Access Area. Other than the meetings discussed in Paragraph 3, the Parties shall do nothing to impede or interfere with each other's reasonable use of the Access Area. If either Party wishes to improve or repair the Access Area, said Party shall promptly notify the other and present details of the work to be done. If any Party shall make any excavation in any portion of the Access Area for his or her own use and benefit or damage any portion, the Party so excavating or damaging agrees to restore the area to its pre-disturbed condition at such Party's expense immediately after the usage, maintenance, replacement, repair or damage or as soon as weather conditions allow. The Party so disturbing the Access Area shall perform all such work in a workmanlike manner and at such times so as not to inconvenience unreasonably other parties entitled to the use of the Access Area. Licensee shall not install any utilities or perform any underground work in the Access Area without the express, written permission of Licensor.
10. No building and no portion of any building are allowed in the Access Area.



11. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
12. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda, and other written and oral communications, and it contains all the terms agreed on by the parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by CAARA, the City of Gloucester, and Karen Elliot.
13. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.
14. In the event of a dispute between or among the Parties concerning this License, the aggrieved Party shall send a written request asking the other Party to meet and confer in an effort to resolve the dispute. The other Party must agree to and attend at least one meeting and the Parties shall confer with each other in good faith to resolve the dispute. If the Parties cannot agree or compromise, the Parties may each submit the name of a Nominator to each other. The two Nominators shall choose a neutral arbitrator, who shall be someone with more than ten (10) years of legal, real estate, or business experience with no prior connection to any of the parties. The arbitrator shall confer with the Parties, either separately or together, and issue a written decision within two weeks of meeting with the Parties. The written agreement is binding on the Parties and judicially enforceable if the agreement is not in conflict with the law. The arbitrator's fee shall be evenly divided between the Parties. The provisions of this Paragraph shall not preclude either Party from commencing and prosecuting in any court of competent jurisdiction, any action (i) for equitable or injunctive relief of any kind or nature (including without limitation, any action commenced by either Party for specific performance of any obligations hereunder, or for obtaining a temporary or permanent restraining order, or to obtain an attachment) or (ii) to file an appeal to any applicable municipal or regulatory approval in order to preserve the rights of a Party to the extent such Party prevails in a dispute over such approval.
15. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
16. This Agreement shall be recorded in the Essex South Registry of Deeds at Licensee's expense.
17. The Parties to this Agreement have been represented by counsel, fully understand all of its terms and conditions, and sign it freely.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as a sealed instrument effective as of the date first above written.

**CITY OF GLOUCESTER**

  
By its Mayor, Carolyn A. Kirk

**CAPE ANN AMATEUR RADIO ASSOCIATION, Inc.**

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By its President, Henry M. McCarl

  
KAREN ELLIOT